



# Lake Transit Authority

Lisa Davey-Bates, Executive Director

Administration  
525 South Main Street, Ste. G  
Ukiah, CA 95482  
(707) 263-7868

Operations  
P.O. Box 698  
Lower Lake, CA 95457  
(707) 994-3384

DATE: May 14, 2025  
TIME: 9:00 a.m.  
PLACE: Lake Transit Authority  
9240 Highway 53  
Lower Lake, California

## Audioconference

**Dial-in number: 1 (669) 900-6833 / Meeting ID: 861 6312 1376# Passcode: 631754**

**\*Zoom link provided to the public by request.**

**Public comments will be accepted in person and through teleconference during the meeting on any agenda item when public comment is invited by the Chair.**

1. Call Meeting to Order
2. Roll Call

## PUBLIC EXPRESSION

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

## CONSENT CALENDAR

4. Approval of Minutes of April 9, 2025 Meeting  
*Review and proposed approval*
5. Fiscal Year 2024/25 Budget Amendment No. 4  
*Review and proposed approval*
6. Extension of Advertising Service Agreement with Helen & Company Advertising, Inc.  
*Review and proposed approval*
7. Approval of the Memorandum of Understanding for the Free College Fare program
  - Mendocino College  
*Review and proposed approval*

## REGULAR CALENDAR

8. **CLOSED SESSION** - Pursuant to Government Code Section 54957 – (b)(1): Personnel Employment – Review of Proposals and Recommendations of Contractor for Management, Operations and Maintenance Services. Any public reports of action taken under this item in closed session will be made in accordance with Govt. Code sections 54957.
9. Award of the Management, Operations, and Maintenance Services Contract for the Period July 1, 2025 through June 30, 2028  
*Review and proposed approval*
10. Presentation of Draft 2025/26 LTA Budget  
*Review and Discussion*

11. Resolution No. 2024-25-04 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: 2025 Bus Stop Enhancement Project  
*Review and proposed approval*
12. Resolution No. 2024-25-05 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Projects: (1) Electric Vehicle Chargers – Phase 1 and (2) Free Fares for the Summer Cruisin’ Program  
*Review and proposed approval*
13. Resolution No. 2024-25-06 Authorizing the Federal Funding Under FTA Section 5311 (49 U.S.C. Section 5311) and/or 5339 (49 U.S.C. Section 5339) with California Department of Transportation  
*Review and proposed approval*
14. Resolution No. 2024-25-07 Authorizing the Federal Funding Under FTA Section 5310 (49 U.S.C 5310) with the California Department of Transportation  
*Review and proposed approval*

### **INFORMATION PACKET**

- Paratransit Services’ Report
- Lake Links Update

### **ADJOURN**

#### **PUBLIC EXPRESSION**

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

#### **AMERICANS WITH DISABILITIES ACT (ADA) REQUESTS**

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

#### **ADDITIONS TO AGENDA**

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

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

#### **CLOSED SESSION**

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

POSTED: May 8, 2025



# Lake Transit Authority

Lisa Davey-Bates, Executive Director

Administration  
525 S. Main Street, Ste. G  
Ukiah, CA 95482  
(707) 263-7868

Operations  
P.O. Box 698  
Lower Lake, CA 95457  
(707) 994-3384

## LAKE TRANSIT AUTHORITY

### MEETING MINUTES

Wednesday, April 9, 2025

**Location:** Lake Transit Authority  
9240 Highway 53  
Lower Lake, California

#### Present

Bruno Sabatier, Supervisor, County of Lake  
Brad Rasmussen, Supervisor, County of Lake alternate  
Russ Cremer, City Council, City of Clearlake  
Dirk Slooten, City of Clearlake  
Stacey Mattina, City Council Member, City of Lakeport  
Kenneth Parlet, Council Member, City of Lakeport  
Danny Wind, Member-at-Large

#### Also Present

Lisa Davey-Bates, Executive Director – Lake Transit Authority  
James Sookne, Program Manager – Lake Transit Authority  
Alexis Pedrotti, Project Manager – Lake Transit Authority  
Charlene Parker, Admin. Staff – Lake Transit Authority  
Samuel Gaytan – Paratransit Services  
Laurie Fisher – Lake Links  
John Speka, Planning Staff – Lake APC  
Jennifer Brennan – NREN  
Ryan O’Neill - NREN  
Helen Peterson – Helen and Company Advertising, Inc.

#### Attending via Zoom

Hector Ortega – Lake Transit Authority

#### 1. **Call Meeting to Order**

Chair Mattina called the meeting to order at 10:26 a.m.

#### 2. **Roll Call**

Charlene Parker called roll. Members present: Sabatier, Rasmussen, Slooten, Cremer, Mattina, Parlet, Wind

## **PUBLIC EXPRESSION**

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

None

## **CONSENT CALENDAR**

- 4. Approval of Minutes of February 12, 2025 Meeting**
- 5. Approval of Quote from Fleet Maintenance Specialists, Inc.**
- 6. Revised Meeting Calendar**

*Director Cremer made a motion to approve the Consent Calendar. The motion was seconded by Director Sabatier. Roll call: Ayes – Parlet, Rasmussen, Mattina, Sabatier, Cremer, Slooten, Wind; Abstain – ; Absent –*

## **REGULAR CALENDAR**

- 7. 2024/25 First Half Operating Statistics and Financial Summary Report**

James gave a summary of the service reductions that took place in November. He included two charts that showed the changes in scheduled revenue hours per route and the actual revenue hours and ridership data per route. The second chart showed that even though revenue hours decreased, ridership increased, leading to an increase in passengers per hour. For the overall system, ridership was up approximately 7 percent, revenue hours were down roughly the same amount, and the passengers per hour were up about 15 percent. James briefly touched on another chart that shows how the system has rebounded from the pandemic. He said this will be the last time he includes this information. The cost per revenue hour was up about 5 percent due to increased contractor costs.

Bruno stated that even though ridership went up and revenue hours went down, he's not sure its sustainable at its current level. Bruno mentioned the potential changes at the federal level that may impact LTA's operating budget as further cause for concern. Lisa stated that, at this time, the federal funding that LTA receives is still intact. She stated that staff is still working to come up with additional changes to reduce costs.

*Director Sabatier made a motion to approve the 2024/25 First Half Operating Statistics and Financial Summary Report. The motion was seconded by Director Parlett. Roll call: Ayes – Parlet, Mattina, Sabatier, Cremer, Rasmussen, Slooten, Wind; Nays – ; Abstain – ; Absent –*

- 8. Discussion on the 2025/26 Low Carbon Transit Operations Program (LCTOP) Projects**

James gave a brief overview of the Low Carbon Transit Operations Program (LCTOP) and what projects have previously been funded through the program. He asked for suggestions from the Board for this year's allocation. Lisa and Director Cremer brought up the idea of funding shelters, benches, and garbage cans. Director Mattina asked James if he had any other ideas. James stated that another potential use for the funds could be to increase the amount that is allocated towards the battery storage system since the cost for those is likely to go up due to tariffs. However, he felt that the system would benefit more from new shelters.

Director Sabatier asked if the funds could be used for improving bicycle and pedestrian facilities that lead to transit facilities. James said he believes so since it helps improve transit service and also reduces greenhouse gas emissions. Director Wind asked if these funds could be used to fund programs to help clean up and take care of the bus stops. Lisa stated that it is part of the operations

and maintenance contract.

Following the discussion, the Board gave James direction to proceed with an allocation request for new shelters, benches, and garbage cans.

**9. Resolution No. 2024-25-03 Authorizing the Federal Funding Under FTA Section 5310 (49 U.S.C. 5310) with the California Department of Transportation**

James stated that the 5310 Program is what funds LTA's Medi-links program. When the application was submitted, LTA had a valid resolution. That resolution expired in February 2025 and Caltrans needs an updated one so that Lisa can execute the Standard Agreement that was just received.

*Director Cremer made a motion to approve Resolution No. 2024-25-03 Authorizing the Federal Funding Under FTA Section 5310 (49 U.S.C. 5310) with the California Department of Transportation. The motion was seconded by Director Slooten. Roll call: Ayes – Parlet, Mattina, Sabatier, Cremer, Rasmussen, Slooten, Wind; Nays –; Abstain –; Absent –*

**10. Advertising Program Update**

At the February Board meeting, James discussed the advertising program and informed the Board that the extension to the agreement with the current contractor expired on June 30, 2025. Following the discussion, the Board requested that staff reach out to other transit agencies to see how LTA's program compares to theirs. James reached out to Humboldt Transit Authority (HTA), Redwood Coast Transit Authority (RCTA), and Redding Area Bus Authority (RABA). HTA and RCTA both operate their programs in-house, whereas RABA contracts their programs out.

James summarized how HTA and RCTA operate their programs, including a breakdown of the rates and what those rates cover. James summarized how RABA's program works, including the amount of assets that have advertisements and how much annual revenue their program is expected to bring in. James also provided some information for two other transit agencies, given by LTA's contractor, that also contract their program.

Director Sabatier asked if it would be possible to slightly increase the cost on the rear advertisements on an annual basis if demand stays high. LTA's advertising contractor, Helen Peterson, said that there is a sweet price point where clients will end up purchasing ad space for a shorter amount of time, which would then increase the cost of ad replacement and potentially lead to months where no ads are on buses. Lisa asked if the rates have increased since the program began. Helen stated that there haven't been any changes in the rates.

Following the discussion, the Board directed staff to bring Extension No. 2 between LTA and Helen and Company Advertising, Inc. back for execution at a future meeting.

**REPORTS**

**11. LTA Program Manager's Report**

James gave an update on the design of the transit center. The RFP for the design of the transit center went out in January and were due on March 21. The proposals have been reviewed and negotiations are under way. Proposals for the RFP for operations and maintenance services are due April 11 with a decision expected on April 29, with approval at the May Board meeting.

**12. Transit Planning Update**

None.

### **13. Paratransit Services' Report**

Sam Gaytan gave a quick overview of March's ridership data. In March 2024, the system provided 18,933 trips. In March 2025, the system saw an increase of 1,652 trips, for a total of 20,585. Sam stated that ridership is increasing despite the reductions in service that were made in November. Passengers seem happy with the changes that were made to Route 10 in Clearlake. Sam gave an update on Paratransit Services' training efforts, and they're currently caught up. Paratransit Services lost a few drivers in March and have been recruiting to fill those positions. They have currently hired a full-time driver and a part-time dispatcher.

Director Sabatier said that he'd like to bring the idea of having Narcan on the buses back to the Board in the future. Lisa stated there have been discussions about this and the contractor has concerns over liability. She asked Sam to inquire further about this.

### **14. Lake Links Update**

Laurie gave a brief introduction about Lake Links, which is a non-profit organization that develops and administers programs for people who are no longer able to use traditional public transit services. There are currently two programs. Pay Your Pal is a mileage reimbursement program for people over the age of 55 and people with disabilities. They have to be considered low-income and have a family member or friend who is able to drive them. The program currently reimburses at a rate of \$0.50 per mile and with a mileage cap of 400 miles per month. Lake Links also expanded the types of trips that were eligible under the program. Lake Links has also added a medical hardship component to the program for individuals whose procedures or treatments exceed the 400 mile per month limit. In November 2024, the Pay Your Pal program had 88 riders enrolled and has increased to 104 as of February 2025. Over 28,000 miles were reimbursed in February. Laurie summarized some of the comments that were received from the rider surveys.

The other program that Lake Links administers is Ride Links, a traditional volunteer driver program. The program started about a year ago. It hasn't been heavily promoted yet since drivers are still being recruited. There are 22 people enrolled in the program, a waiting list of 28 people, and 8 potential drivers.

Director Sabatier stated electronic trip-trackers may help with the program. Laurie stated that most of the clients have issues with technology. Director Sabatier also asked if there were any Spanish-speaking drivers. Laurie said the newest driver is bilingual.

### **15. Announcements**

None

### **ADJOURN**

Chair Mattina adjourned the Lake Transit Authority meeting at 11:18 AM.

Respectfully Submitted,

DRAFT

James Sookne,  
Program Manager



## LAKE TRANSIT AUTHORITY STAFF REPORT

---

**TITLE:** 2024-25 Budget – Amendment 4

**DATE PREPARED:** May 5, 2025

**MEETING DATE:** May 14, 2025

---

**SUBMITTED BY:** James Sookne, Program Manager

---

**BACKGROUND:**

Following the approval of the Final Budget each June, it is quite common for amendments to be made to the LTA Budget in the months that follow. This typically involves incorporating outstanding claims that have yet to be processed, along with other adjustments that were not included prior to the fiscal year's end and may also involve the addition of new funding.

The fourth amendment is making the following changes: renames the 4<sup>th</sup> line item under Operating Expense from “Management Consulting Contract – MWA” to “2025 Operations & Maintenance Contract Procurement”; adds \$3,103 to cover additional expenses from Mark Wall Associates; and adds \$23,900 for the quote from Fleet Maintenance Specialists that the Board approved at the April Board meeting. With the addition of the fleet turnover inspection, staff felt it was best to modify the line item to cover all expenses related to the procurement of a new operations and maintenance contract.

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

---

**ACTION REQUIRED:** Approval of Amendment 4 to the FY 2024-25 LTA Budget.

---

**ALTERNATIVES:** Do not approve the amended LTA Budget and provide alternative suggestions.

---

**RECOMMENDATION:** Staff recommends approval of Amendment 4 to the FY 2024-25 LTA Budget.

**Lake Transit Authority**  
**2024/25 Budget**  
**Amendment #4**

<b>REVENUE</b>		2023/24 Budget	2023/24 Actual	2024/25 Budget	Notes
7401	Passenger Fares	\$ 137,498.55	\$ 132,640.09	\$ 132,640.00	1
	Intercity Passenger Fares	\$ 126,012.60	\$ 130,672.25	\$ 130,672.00	1
7402	Special Transit Fares	\$ 10,973.80	\$ 6,070.00	\$ 10,973.80	2
7406	Auxilliary Transportation Revenues	\$ 81,000.00	\$ 76,287.02	\$ 75,000.00	3
7407	Non-Transportation Revenue				
	APC Planning Work Program Reimbursement				
	Miscellaneous Revenue	\$ 26,400.00	\$ 26,400.00	\$ 26,400.00	
7409	Local Cash Grants & Reimbursements				
	Local Transportation Fund	\$ 977,181.00	\$ 977,181.00	\$ 1,021,686.00	4
	LTF Carryover (unearned revenue)				
7411	State Cash Grants & Reimbursements				
	State Transit Assistance	\$ 868,546.00	\$ 868,546.00	\$ 829,858.00	5
	State of Good Repair	\$ 113,247.00	\$ 108,826.42	\$ 124,152.00	
	State of Good Repair Carryover	\$ 209,407.00		\$ 222,947.00	
	Low Carbon Trans.Oper. Program (LCTOP)				
	Solar Canopy - FYs 18-19 thru 21-22	\$ 463,988.00	\$ -	\$ 463,988.00	
	Two ZEVs (Paratransit) - FY 22-23	\$ 173,882.00	\$ 173,882.00	\$ 173,882.00	
	Battery Storage System - FY 23-24	\$ -	\$ -	\$ 185,971.00	
	Transit & Intercity Rail Capital Program (TIRCP)	\$ 144,367.08	\$ -	\$ 144,367.08	
	SB 125				
	TIRCP - Transit Center	\$ -	\$ -	\$ 2,492,944.00	
	TIRCP - H2 Buses & Fueling Infrastructure	\$ -	\$ -	\$ 1,129,407.00	
	ZETCP - H2 Buses & Fueling Infrastructure	\$ -	\$ -	\$ 370,593.00	
	TIRCP - Lake APC Administration	\$ -	\$ -	\$ 84,159.00	
7413	Federal Cash Grants & Reimbursements				
	Section 5310 - 2022	\$ 375,000.00	\$ 179,524.56	\$ 114,959.85	6
	Section 5310 - 2024	\$ -	\$ -	\$ 95,040.15	6
	Section 5311 Annual Apportionment	\$ 538,964.00	\$ 517,386.81	\$ 560,168.00	
	Section 5311(f) Operating Assistance	\$ 507,220.00	\$ 469,546.64	\$ 600,000.00	
	Section 5311(f) CARES Act Phase 2	\$ 63,338.00	\$ 63,337.74	\$ 47,376.00	7
	Section 5311 CRRSAA	\$ 1,074,575.00	\$ 1,074,575.00	\$ 1,074,575.00	7
	Section 5311 ARPA	\$ 640,000.00	\$ 640,000.00	\$ 640,000.00	7
	Section 5311(f) ARPA	\$ 208,681.00	\$ 208,681.00	\$ 208,681.00	7
	FTA 5339 Capital - Bus Replacement (2019)	\$ 951,497.00	\$ -	\$ 910,089.04	12
	FTA 5339 Capital - Bus Replacement (2022)	\$ -	\$ -	\$ 731,024.00	
<b>TOTAL REVENUE</b>		<b>\$ 7,691,778.03</b>	<b>\$ 5,653,556.53</b>	<b>\$ 12,601,552.92</b>	



**Lake Transit Authority**  
**2024/25 Budget**  
**Amendment #4**

<b>OPERATING EXPENSE</b>			<u>2023/24 Budget</u>	<u>2023/24 Actual</u>	<u>2024/25 Budget</u>	<u>Notes</u>
50.01	Oper. Exp.	Accounting Services	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
50.03	Oper. Exp.	Legal Services	\$ 5,000.00	\$ 692.64	\$ 20,000.00	
50.04	Oper. Exp.	Management Contract -DBC	\$ -	\$ -	\$ -	8
50.04	Oper. Exp.	2025 Operations & Maintenance Contract Procurement	\$ 8,314.00	\$ 8,269.00	\$ 52,000.00	9
50.05	Oper. Exp.	Operations Contract	\$ 2,166,102.61	\$ 1,682,488.08	\$ 2,319,582.69	10
50.05	Oper. Exp.	Operations Contract - 5311(f) - Route 30	\$ 459,268.35	\$ 721,340.68	\$ 526,078.19	10
50.05	Oper. Exp.	Operations Contract - 5311(f) - Route 40	\$ 405,740.60	\$ 480,606.80	\$ 464,800.60	10
51.05	Oper. Exp.	Operations Contract/Lake Links - 5310	\$ 375,000.00	\$ 177,391.99	\$ 210,000.00	
50.10	Oper. Exp.	Printing	\$ 12,000.00	\$ 13,316.05	\$ 12,000.00	
50.11	Oper. Exp.	Promotional Materials	\$ 2,400.00	\$ 9.65	\$ 2,400.00	
50.20	Oper. Exp.	Advertising/Web Site Expenses	\$ 5,000.00	\$ -	\$ 5,000.00	
50.21	Oper. Exp.	Promotional Campaigns/Translation	\$ 2,000.00	\$ -	\$ 2,000.00	
50.22	Oper. Exp.	Fuel	\$ 271,315.00	\$ 256,415.18	\$ 265,433.00	11
50.22	Oper. Exp.	Fuel - 5311(f) - Route 30	\$ 148,148.00	\$ 149,698.35	\$ 155,128.00	11
50.22	Oper. Exp.	Fuel - 5311(f) - Route 40	\$ 107,730.00	\$ 109,331.97	\$ 112,693.00	11
50.22	Oper. Exp.	Fuel - 5310	\$ -	\$ 26,751.60	\$ -	
50.25	Oper. Exp.	Facility Maintenance	\$ 25,000.00	\$ 28,030.01	\$ 40,000.00	
	Oper. Exp.	Rents & Leases - Repeater Sites	\$ 8,500.00	\$ 9,834.56	\$ 10,000.00	
	Oper. Exp.	Utilities	\$ 7,000.00	\$ 7,861.37	\$ 10,000.00	
	Oper. Exp.	Fleet Maintenance	\$ 10,000.00	\$ 40,953.87	\$ 30,000.00	
	Oper. Exp.	Operating Funds Reserve	\$ 1,504,697.40	\$ -	\$ 1,166,125.32	
		<b>Total Operating Expense</b>	<u>\$ 5,529,215.95</u>	<u>\$ 3,718,991.80</u>	<u>\$ 5,409,240.80</u>	

**Lake Transit Authority**  
**2024/25 Budget**  
**Amendment #4**

**CAPITAL EXPENSE**

Capital Exp	SGR - 21/22 Project(s) - Bus Replacement	\$ 99,707.00	\$ 99,707.02	\$ -	
Capital Exp	SGR - 22/23 Project(s) - Transit Center	\$ 109,700.00	\$ -	\$ 109,700.00	
Capital Exp	SGR - 23/24 Project(s) - Vehicle Replacement	\$ 113,247.00	\$ -	\$ 113,247.00	
Capital Exp	SGR - 24/25 Project(s) - Vehicle Replacement	\$ -	\$ -	\$ 124,152.00	
Capital Exp	FTA 5339 Bus Replacement (2019)	\$ 951,497.00	\$ 910,089.04	\$ 910,089.04	12
Capital Exp	FTA 5339 Bus Replacement (2022)	\$ -	\$ -	\$ 731,024.00	
Capital Exp	LCTOP Solar Canopy FYs 18-19 thru 21-22	\$ 463,988.00	\$ -	\$ 463,988.00	
Capital Exp	LCTOP Two ZEVs (Paratransit) 22-23	\$ 173,882.00	\$ -	\$ 173,882.00	
Capital Exp	LCTOP Battery Storage System 23-24	\$ -	\$ -	\$ 185,971.00	
Capital Exp	Transit & Intercity Rail Capital Program (TIRCP)	\$ 144,367.08	\$ -	\$ 144,367.08	
Capital Exp	SB 125 - TIRCP - Transit Center	\$ -	\$ -	\$ 2,492,944.00	
Capital Exp	SB 125 - TIRCP - H2 Buses & Fueling Infrastructure	\$ -	\$ -	\$ 1,129,407.00	
Capital Exp	SB 125 - ZETCP - H2 Buses & Fueling Infrastructure	\$ -	\$ -	\$ 370,593.00	
Capital Exp	SB 125 - TIRCP - Lake APC Administration	\$ -	\$ -	\$ 84,159.00	
Capital Exp	Software	\$ 40,000.00	\$ 37,024.44	\$ 40,000.00	
Capital Exp	Equipment	\$ 12,000.00	\$ 14,999.68	\$ 64,615.00	
Capital Exp	Reserve (for Capital projects)	\$ 54,174.00	\$ 61,267.68	\$ 54,174.00	
	Total Capital Expense/Reserve	<u>\$ 2,162,562.08</u>	<u>\$ 1,123,087.86</u>	<u>\$ 7,192,312.12</u>	
	TOTAL EXPENDITURES	<u>\$ 7,691,778.03</u>	<u>\$ 4,842,079.66</u>	<u>\$ 12,601,552.92</u>	

**Lake Transit Authority**  
**2024/25 Budget**  
**Amendment #4**

**NOTES**

- 1 Projected fare revenue is based on FY 23-24 data
- 2 Includes Medi-Links fares
- 3 Based on current revenue (FY 23/24) from Helen & Company Advertising, Inc.
- 4 Estimate provided by Lake APC
- 5 Based on SCO Estimate dated 8/1/2024
- 6 The 5310 grant funds the NEMT program
- 7 These are reimbursed FTA COVID Relief funds. \$779,296.68 will be used for operations.  
The remaining \$1,191,335.32 will go into the operating reserve.
- 8 Administration Services for LTA are covered under Lake APC contract with DBC.
- 9 This item was previously called "Management Consulting Contract - MWA". This item includes contractor costs from Mark Wall Associates and Fleet Maintenance Specialists, who performed a fleet turnover inspection as part of the procurement process.
- 10 Based on current schedules and FY 24/25 Paratransit Services contract.
- 11 24/25 projections based on FY 23/24 data plus 5%
- 12 These funds were spent in FY 23/24 but will be reimbursed in FY 24/25.  
The decrease of approximately \$41,407.96 is due to costs coming in lower than expected.



## LAKE TRANSIT AUTHORITY STAFF REPORT

---

**TITLE:** Extension No. 2 to the Advertising Service Agreement with Helen & Company Advertising, Inc.

**DATE PREPARED:** May 5, 2025

**MEETING DATE:** May 14, 2025

---

**SUBMITTED BY:** James Sookne, Program Manager

---

**BACKGROUND:**

At the December 2018 Lake Transit Authority (LTA) Board meeting, the Board directed staff to release a Request for Proposals (RFP) for Exterior Advertising Services on the buses. In March 2019, LTA entered into an agreement with Helen & Company Advertising, Inc., formerly Helen Foraker Advertising. The original agreement expired on June 30, 2023, and provided for up to three two-year option terms. In April 2023, the Board approved Extension No. 1, exercising the first two-year option term, which is set to expire on June 30, 2025.

At the February 2025 Board meeting, staff provided an update on the advertising program. At the time, the estimated revenues for the fiscal year were just over \$83,000. All the back spots were full and there was a waiting list of clients for that space; and there were 9 passenger sides and 18 driver sides available. The contractor was working to fill these spots, but most clients want to advertise on the backs and are waiting for those spaces.

With the current extension nearing the end, staff presented the Board with three potential options: (1) exercise the second two-year option period with the contractor, (2) have staff develop a new Request for Proposals for advertising services, or (3) discontinue the program. Following discussion, the Board directed staff to gather more information from other agencies to see how LTA's program compares, then bring it back at the next meeting for further discussion and potential action.

Staff gathered information from other agencies, some of whom operate their advertising program in-house and others that contract it out. LTA's advertising contractor provided additional information for other agencies. Based on this information that was presented at the April meeting, the Board directed staff to draft Extension No. 2 to the agreement with Helen & Company Advertising, Inc.

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

---

**ACTION REQUIRED:** Approve Extension No. 2 to the Advertising Service Agreement with Helen & Company Advertising, Inc. and authorize the Executive Director to execute the extension.

---

**ALTERNATIVES:** Provide alternative direction to staff regarding the advertising program.

---

**RECOMMENDATION:** Approve Extension No. 2 to the Advertising Service Agreement with Helen & Company Advertising, Inc. and authorize the Executive Director to execute the extension.

**EXTENSION NO. 2 TO THE AGREEMENT FOR  
EXTERIOR BUS ADVERTISING SERVICES**

This extension of the Agreement for Exterior Bus Advertising Services between Lake Transit Authority, hereinafter referred to as "LTA" and Helen & Company Advertising, Inc., hereinafter referred to as "CONTRACTOR", is entered into on July 1, 2025, by and between LTA and CONTRACTOR.

Whereas, Extension No. 1 to the original Agreement will expire on June 30, 2025; and

Whereas, Section 10.3 Option Term of the original Agreement between Lake Transit Authority and Helen & Company Advertising, Inc., allows for up to three options periods of two-year durations.

LTA and CONTRACTOR agree to the following extension provisions:

1. The term of this Agreement shall be extended from July 1, 2025, through June 30, 2027.

ALL OTHER CONDITIONS of the original agreement shall remain in full force and effect unless amended in writing by both LTA and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Professional Services Agreement Extension in duplicate.

**LAKE TRANSIT AUTHORITY**

**HELEN & COMPANY ADVERTISING, INC.**

By \_\_\_\_\_  
Lisa Davey-Bates, Executive Director

By \_\_\_\_\_  
Helen Foraker, Owner  
Federal Tax I.D. # 615-50-8238



## LAKE TRANSIT AUTHORITY STAFF REPORT

**TITLE:** Review and Approval of Memorandums of Understanding  
for the Free College Fare Program

**DATE PREPARED:** May 5, 2025

**MEETING DATE:** May 14, 2025

**SUBMITTED BY:** James Sookne, Program Manager

**BACKGROUND:**

The Low Carbon Transit Operations Program (LCTOP) provides funding for up to five years for new transit projects that will decrease greenhouse gas emissions. The funds are derived from the California's Global Warming Solutions Act of 2006 (AB 32). A majority of the FY 2017/18 LCTOP funds were allocated to the Free College Fare Program that was implemented in August 2018. This program provides free rides to any student attending Mendocino or Woodland Colleges if they have a valid student identification card. Additional funds were added to the program as part of the FY 19/20 LCTOP Allocation.

As part of the program implementation, Lake Transit Authority (LTA) executed a Memorandum of Understanding (MoU) with both colleges in August 2018. The initial MoU's expired on June 30, 2019 but have been extended on yearly basis through June 30, 2024. At the June Board meeting, the Board approved a 6-month extension of the MoUs, which expire on December 31, 2024.

Following the approval of the 6-month extensions, staff began collecting college-specific data to determine how many riders utilizing this program are from Mendocino College and how many are from Woodland College. Using this split and ridership data, staff has been working with the colleges on MoUs that, when executed, will keep the program running beyond June 30, 2025.

At this time, LTA and Mendocino College have successfully drafted an MOU, which is attached for reference. LTA will invoice Mendocino College on a quarterly basis for trips taken by their students, up to a maximum of \$5,000 per quarter.

LTA staff is still working with Woodland College on an MOU. Woodland College would prefer to offer discounted passes to their students and the college would reimburse LTA for difference. Staff hopes to bring a draft MOU before the Board in June for approval.

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

**ACTION REQUIRED:** Review and discuss the Memorandums of Understanding between LTA and Mendocino College and provide direction to staff regarding the execution.

**ALTERNATIVES:** None.

**RECOMMENDATION:** Direct staff to execute the Memorandums of Understanding between LTA and Mendocino College, allowing the Free College Fare Program to continue for students at Mendocino College beyond June 30, 2025.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the Lake Transit Authority ("LTA"), and the Mendocino-Lake Community College District ("District"), a political subdivision of the State of California, is entered into this 5<sup>th</sup> day of May, 2025 at Ukiah, California.

## RECITALS

- 1. WHEREAS** LTA and the District desire to support public transportation service in Lake County; and
- 2. WHEREAS** LTA and the District desire to provide transportation services at a reduced cost to students attending Mendocino College.
- 3. WHEREAS** LTA and District agree that the use of student identification cards is essential for the proper management and control of the public transportation service to be provided under this MOU.

**NOW, THEREFORE BE IT AGREED BY AND BETWEEN BOTH PARTIES AS FOLLOWS:**

### **Section 1. Duration of Agreement**

This MOU shall commence on July 1, 2025, and shall continue in effect until June 30, 2026, unless it is terminated sooner as provided herein. The MOU may be extended by mutual agreement.

### **Section 2. Termination of MOU**

1. LTA reserves the right to terminate this MOU, in whole or in part, at any time by providing a 30 day Written Notice to the District for failure to comply with any of the terms, conditions, or provisions herein stated. If the District has any property in its possession belonging to LTA, the District will account for and dispose of it in the manner the LTA directs.
2. The District reserves the right to terminate this MOU, in whole or in part, at any time by providing a 30-day Written Notice to LTA for failure to comply with any of the terms, conditions, or provisions herein stated. If LTA has any property in its possession belonging to the District, LTA will account for and dispose of it in the manner the District directs.

### **Section 3. LTA Obligations**

1. LTA shall provide public transit without charge to all persons in the student body issued proper college identification by the District.
2. LTA shall provide a quarterly invoice to the District by the second Wednesday of the month following the end of the quarter requesting payment, up to \$5,000, to cover District student ridership expenses for the previous quarter.
3. LTA shall provide a quarterly District student ridership summary by the second Wednesday of the month following the end of the quarter that supports the quarterly invoice figure.

4. LTA shall provide that its operator of the public transit service understands and enforces all aspects of this MOU and shall provide for the operation and maintenance of the service.
5. Without limiting the indemnification provisions in this MOU, LTA shall require its operations contractor to secure and maintain in force during the term of this MOU a comprehensive general liability insurance policy using an occurrence policy form, with combined single limits of at least \$2,000,000 or at least \$1,000,000 per person and at least \$1,000,000 per accident, with no aggregate limit. Property damage limits shall be at least \$1,000,000 per loss. Upon request LTA shall provide evidence of insurance to the District.

#### **Section 4. District's Obligations**

1. District shall pay LTA on a quarterly basis for student ridership in the previous quarter. The amount will not be above \$5,000.
2. District shall disseminate information about the service throughout their campus and center locations.
2. District shall provide the user with the proper identification applied to a student body card indicating the semester the card is valid, which is clearly legible to the bus driver at a distance of a minimum of three (3) feet.

#### **Section 5. Miscellaneous**

1. LTA shall indemnify, and hold harmless the District, its employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, liabilities, losses, damages, or expenses of any kind or nature, to the extent said claims, demands, causes of action, liabilities, losses, damages, or expenses arise from the LTA's intentional, negligent or malfeasant act or omission related to this Agreement.

The District shall indemnify, and hold harmless LTA, its employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, liabilities, losses, damages, or expenses of any kind or nature, to the extent said claims, demands, causes of action, liabilities, losses, damages, or expenses arise from the District's intentional, negligent or malfeasant act or omission related to this Agreement.

3. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances that apply to the activities covered by the MOU. Failure to do so shall constitute material breach.
4. This MOU constitutes the entire agreement between the parties relative to the duties and services specified herein and no modification, waiver, amendment, revision or change to this MOU shall be valid unless the same is in writing and signed by both parties subject to this MOU.
5. All notices, if any, that are required to be given by one party to the other under this MOU shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a



properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the party at the following addresses:

**LTA:**

Lisa Davey-Bates, Executive Director  
Lake Transit Authority  
525 S. Main Street, Ste. G  
Ukiah, CA 95482

**District:**

Ulises Velasco, VP of Student Services  
Mendocino College  
1000 Hensley Creek Road  
Ukiah, CA 95482

6. This MOU shall be interpreted and governed by the laws of the State of California.
7. Any action arising out of this MOU shall be brought in Mendocino County, California, regardless of where else venue may lie.
8. In any action brought by either party to enforce the terms of this MOU, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

**IN WITNESS WHEREOF**, the parties hereto have executed the MOU the date and year first written above by their duly authorized representative, having full authority to so act for and on behalf of the parties hereto, and in a manner fully binding upon them.

\_\_\_\_\_  
Lisa Davey-Bates, Executive Director  
Lake Transit Authority

\_\_\_\_\_  
Ulises Velasco, VP of Student Services  
Mendocino-Lake Community College District

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Draft Agreement

For Management, Operations  
and Maintenance Services

# Table of Contents

## Agreement

1. Complete Agreement .....	1
2. LTA Designee.....	2
3. Employment of the Contractor.....	2
4. Independent Contractor.....	2
5. Scope of Work.....	2
6. Changes in the Scope of Work.....	3
7. Indemnification .....	4
8. Insurance; Bonds; Performance Guarantee.....	5
9. Payment .....	10
10. Maximum Obligation.....	16
11. Operating Revenues .....	17
12. Term of the Agreement .....	18
13. Administration.....	20
14. General Provisions .....	21

## **AGREEMENT**

### **LAKE TRANSIT SYSTEM**

#### **MANAGEMENT, OPERATIONS AND MAINTENANCE SERVICES**

This AGREEMENT for management of the Lake Transit System, hereinafter referred to as "LAKE TRANSIT" is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the Lake Transit Authority, hereinafter referred to as "LTA" and Parking Concepts Inc., dba Transportation Concepts, hereinafter referred to as "CONTRACTOR".

#### **WITNESSETH**

**WHEREAS**, the LTA has determined that it requires management, operations and maintenance services for its LAKE TRANSIT public transit system; and

**WHEREAS**, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

#### **1. COMPLETE AGREEMENT**

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the LTA and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. LTA's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of LTA's right to such performance by CONTRACTOR.

## **2. LTA DESIGNEE**

The EXECUTIVE DIRECTOR of LTA or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of LTA as set forth in the herein AGREEMENT, subsequent to the authorization by the Board of Directors of LTA.

## **3. EMPLOYMENT OF THE CONTRACTOR**

LTA hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with the management, operation and maintenance of the LAKE TRANSIT public transit system.

## **4. INDEPENDENT CONTRACTOR**

CONTRACTOR'S relationship to LTA in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of LTA. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the LTA.

## **5. SCOPE OF WORK**

Subject only to the general policies and direction of the LTA with regard to LAKE TRANSIT public transit system management, operations and maintenance, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving LTA's notice to proceed, do all things necessary to supervise, operate and maintain the

LAKE TRANSIT public transit system, including but not limited to providing project management; day-to-day operation of LAKE TRANSIT vehicles; employment and supervision of all personnel including supervisors, vehicle operators, dispatchers, mechanics and other maintenance and repair personnel; operation of training and safety programs; maintenance and repair of vehicles and equipment; processing of warranty claims for LAKE TRANSIT vehicles; assisting in public relations and promotions; preparation of reports and analyses of financial and other matters; clerical, statistical, and bookkeeping services; providing all vehicle operators with uniforms; providing equipment, parts and supplies required in the operation of the LAKE TRANSIT public transit system unless specifically identified to be contributed by LTA; cleaning and maintenance of specified LTA facilities, including the Lamkin-Sanchez Transit Operations Facility and bus stop facilities; and such other work as may be necessary in connection with the operation of the LAKE TRANSIT public transit system in accordance with EXHIBIT "B" - SCOPE OF WORK attached hereto.

## **6. CHANGES IN SCOPE OF WORK**

It is understood and agreed by LTA and CONTRACTOR that it may be necessary, from time to time during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of LAKE TRANSIT public transit system operations.

### **6.1 Amendment**

In each such instance, LTA and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment NO. 1" and so forth, shall be subject to all of the other

applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "C", entitled "APPROVED AMENDMENTS - LTA AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

## **6.2 Minor Changes**

Notwithstanding the above, LTA without invalidating the AGREEMENT may from time to time order minor changes in the scope and/or extent of LAKE TRANSIT public transit system operations involving routes, service area boundaries, schedules, operating hours, bus stop locations, and so forth to respond to demand, special events and other occurrences without requiring an amendment pursuant to this ARTICLE, provided that such changes do not result in a change in the number of annual vehicle revenue hours of more than fifteen percent (15%). Such changes shall be made by written sequentially numbered change order.

## **7. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and save harmless the LTA and the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, and all their officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by LTA and/or the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, whether for damage to or loss of property, or injury to or death of person, including properties of LTA and the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, and injury to or death of any of LTA, CITY OF CLEARLAKE, CITY OF LAKEPORT, or COUNTY OF LAKE officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the

negligence of LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and/or the COUNTY OF LAKE.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## **8. INSURANCE; BONDS; PERFORMANCE GUARANTEE**

### **8.1 Insurance**

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

8.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than ten million dollars (\$10,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, broad form property damage coverage, and explosion, collapse and underground hazard coverage. Such insurance shall (1) name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, the COUNTY OF



LAKE, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the LTA, the CITIES of CLEARLAKE and LAKEPORT, and the COUNTY OF LAKE; and (3) contain standard cross liability provisions.

8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$10,000,000 (TEN MILLION DOLLARS) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5,000 per occurrence, (2) name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, and the COUNTY OF LAKE, all their elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (3) be primary for all purposes; and, (4) contain standard cross liability provisions.

8.1.4 AUTOMOBILE COLLISION AND COMPREHENSIVE INSURANCE COVERAGE for the actual cash value of LTA vehicles. Such insurance shall (1) contain deductibles of not more than five thousand dollars (\$5,000), and (2) shall name LTA as loss payee. CONTRACTOR shall be responsible for all deductibles. In case of damage or destruction of any vehicle or vehicles provided by LTA under the terms of this Agreement, LTA agrees that liability for CONTRACTOR shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss. CONTRACTOR and LTA agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

8.1.5 GARAGEKEEPER'S LEGAL LIABILITY INSURANCE with a limit of not less than five hundred thousand dollars (\$500,000) per occurrence.

8.1.6 FIRE AND CASUALTY PROPERTY DAMAGE INSURANCE coverage of the Lake Transit Authority operations and maintenance facility located at 9240 Highway 53 in Lower Lake, CA. This facility completed in December 2004 is a 7,472 square feet pre-engineered steel building with a 1-hr. rating, automatic sprinklers, and monitored fire alarm system. It is situated on a 157,620 sq. ft. site with lighted, fenced, and video surveilled bus storage area. The insurance coverage shall be for replacement cost with a limit of not less than seven million dollars (\$7,000,000) per occurrence. Coverage shall include fire, earthquake, flood, and equipment coverage.

8.1.7 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an "occurrence" basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.
- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

H. Policies shall name LTA, the CITY OF CLEARLAKE, the CITY OF LAKEPORT, the COUNTY OF LAKE, and all of their appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to LTA and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverages required above, including specific evidence of separate endorsements naming the LTA and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to LTA.

The LTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. LTA, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, LTA may purchase such required insurance coverage, and without further notice to CONTRACTOR, LTA may deduct from sums due to CONTRACTOR any premium costs advanced by LTA for such insurance.

## **8.2 Fidelity Bond**

CONTRACTOR shall secure for its employees a Fidelity Bond, Employee Dishonesty Insurance, or other security acceptable to the LTA Executive Director, protecting the LTA from employee theft up to the amount of fifty thousand dollars (\$50,000) for any one occurrence. Such fidelity bond, insurance, or security shall name LTA as loss payee with respect to amounts claimed thereunder arising out of CONTRACTOR'S performance under this AGREEMENT. CONTRACTOR shall provide proof of such coverage to LTA prior to commencement of work under this Agreement.

## **8.3 Performance Guarantee**

CONTRACTOR shall perform no services pursuant to this agreement, nor be entitled to compensation therefore, unless and until CONTRACTOR submits a bond or other acceptable surety to LTA for use of LTA, such bond executed by CONTRACTOR and a surety company licensed to do business in the State of California, such bond in the amount of \$750,000, and which shall at all times be kept in full force and effect. The condition of such bond shall be that CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT or that the face amount of such bond shall be forfeited to LTA. The bond may be a renewable one-year bond, and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date LTA makes any demands for payment on the bond until the LTA releases such claim. Provision of such bond or its equivalent, approved by LTA, is a material covenant of this AGREEMENT. LTA shall not approve any security that is not unconditionally payable to LTA upon LTA demand.

## 9. PAYMENT

LTA agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as follows:

### 9.1 Price Formula

For services rendered as set forth under Article 5, "Scope of Work", and detailed in EXHIBIT B, payment shall be based on the following firm fixed price rates for the periods: July 1, 2025 through June 30, 2026 (FY 2025/26); and, July 1, 2026 through June 30, 2027 (FY 2026/27); and, July 1, 2027 through June 30, 2028 (FY 2027/28).

- A. A FIXED HOURLY RATE. The Fixed Hourly Rate per Vehicle Revenue Hour of \$48.91 in FY 2025/26, \$51.09 in FY 2026/27, and \$53.22 in FY 2027/28 will be calculated as follows. Vehicle Revenue Hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers. For Fixed Route Service, including Route Deviation Service, Vehicle Revenue Hours are defined as the scheduled hours of service, including scheduled layovers of less than 30 minutes, as set forth in **Exhibit "E" - Lake Transit Riders Guide**, attached hereto, or any subsequent revisions thereto, plus or minus adjustments for schedule deviations or other service level changes as specifically authorized by LTA in accordance with ARTICLE 5 - SCOPE OF WORK and/or EXHIBIT "B" - SCOPE OF WORK, SECTION 2.2 of this AGREEMENT. For Dial-A-Ride services, Vehicle Revenue Hours are defined as the time from when a vehicle picks up its first passenger of the day or scheduled service period through the time the vehicle drops off its last passenger of the day or scheduled service period. For all modes of operation, Vehicle Revenue Hours shall specifically exclude time for travel to and from storage facilities, downtime for roadcalls, road tests, fueling,

vehicle inspections, driver training and driver breaks. Fixed Hourly Rate cost elements are detailed in Exhibit "H" – CONTRACTOR'S PROPOSAL, attached hereto and made a part hereof by this reference.

B. A FIXED MONTHLY RATE of \$139,458.28 per month in 2025/26, \$141,006.95 per month in FY 2026/27, and \$146,168.57 in FY 2027/28. The monthly rate shall compensate CONTRACTOR for all cost elements assigned to CONTRACTOR for work described in ARTICLE 5 – SCOPE OF WORK and further detailed in the attached EXHIBIT "B", SCOPE OF WORK, except those specifically included under Section 9.1(A) - Fixed Hourly Rate; Section 9.2 - Fuel Price Formula; Section 9.3 - Engine, Transmission And Differential Expense Reimbursements; and, Section 9.4 – Bus Stop Shelter and Bench Cleaning and Maintenance Rate. Fixed Monthly Rate cost elements are detailed on Exhibit "H" - CONTRACTOR'S PROPOSAL attached hereto and made a part hereof by this reference.

C. A BUS STOP SHELTER AND BENCH CLEANING AND MAINTENANCE RATE.

The Fixed Bus Stop Cleaning and Maintenance Rate of \$35.31 in 2025/26, \$36.55 in 2026/27, and \$37.83 in 2027/28 calculated based upon actual occurrences of scheduled cleaning and maintenance in accordance with requirements set forth under EXHIBIT "B" - SCOPE OF WORK, SECTION 3.17.

## **9.2 Fuel Price Formula**

LTA shall pay CONTRACTOR actual cost per gallon of fuel dispensed into LTA vehicles. "Actual cost" shall be defined as the cost paid by the CONTRACTOR to purchase fuel plus only such tax as may be generally applicable to fuel consumed in the operation of public transit vehicles under state and federal tax codes. CONTRACTOR shall cooperate with LTA and its member public agencies to reduce fuel costs through

group purchasing under public agency competitive bids unless CONTRACTOR is able to obtain lower prices through CONTRACTOR'S direct purchasing efforts.

### **9.3 Engine, Transmission and Differential Expense Reimbursements**

LTA shall reimburse CONTRACTOR for actual expense incurred (labor and parts) for engine, transmission and differential overhaul work. All work shall be done at a factory authorized repair shop in accordance with the conditions set forth under EXHIBIT "B" - SCOPE OF WORK, SECTION 3.10.

### **9.4 Insurance Cost Adjustment Based on Changes in Fleet Composition**

LTA and Contractor agree that the baseline market value of the LTA vehicle fleet is established by Exhibit D of this agreement. Further, LTA and Contractor agree that an insurance cost adjustment will be made for the difference in market value when a vehicle is added to or deleted from the fleet. The amount of the adjustment shall be based on a statement from the vehicle insurer and shall be limited to the cost change resulting from the difference in market value when a vehicle is added or deleted. If the net change in market value is less than five percent when a vehicle is replaced, no adjustment will be made.

### **9.5 Invoice; Payment**

On or before the 10<sup>th</sup> day of each month CONTRACTOR shall submit an invoice to LTA, ATTENTION: EXECUTIVE DIRECTOR, itemizing CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the Executive Director may from time to time require. As a minimum, CONTRACTOR shall submit the invoices itemized as follows:

1. Fixed Monthly Rate.
2. Vehicle Revenue Hour charges shall be directly traceable by LAKE TRANSIT service as identified in ***Exhibit "E" - Lake Transit Riders Guide***, or revisions thereto, operator trip sheets and time cards.
3. Fuel Charges shall be itemized by date, location and vehicle fueled, and fuel charges shall be directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.
4. Bus Stop Cleaning and Maintenance Rate charges itemized by date and location of bus stops cleaned.
5. Insurance Cost Adjustment itemized by vehicle added or deleted and based on statement from vehicle insurer.
6. Other Charges for which prior written authorization has been provided by LTA, but not covered in the Fixed Monthly Rate, Fixed Vehicle Revenue Hour, or Fuel charges, shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

All payments by LTA shall be made in arrears after the service has been provided.

LTA shall pay all reasonable and allowable items in CONTRACTOR'S invoice within sixty (60) days following receipt of such invoice. If LTA disputes any item on an invoice for a reasonable cause, LTA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days after receipt of invoice by LTA.



## 9.6 Liquidated Damages

CONTRACTOR and LTA acknowledge and agree that LTA may suffer substantial damage in the event the CONTRACTOR acts or fails to act in the manner set forth in items 1 through 5 of this section. The amount of the damage is difficult, if not impossible, to ascertain due to the nature of this Agreement and the nature of such damages.

Accordingly, the parties hereto have determined to establish the provision of this Section as and for LTA's damages for such acts or failures to act, and not as a penalty, and further agree that such damages are reasonable. LTA may assess liquidated damages as follows for CONTRACTOR'S act(s) or failure(s) to act:

1. PROJECT MANAGER: Twenty thousand dollars (\$20,000) per incident for relocating, reassigning, or transferring the Project Manager during the term of this Agreement including any option periods exercised by LTA, unless such relocation, reassignment or transfer is the result of a specific request by LTA to change project managers. LTA may at its sole discretion authorize CONTRACTOR to supplement the compensation of a replacement Project Manager with some or all of the entire liquidated damage amount in lieu of paying the entire amount to LTA.
2. WHEELCHAIR ACCESS: Two hundred fifty dollars (\$250) per incident for each occurrence that: (1) a wheelchair lift fails to operate properly during the pickup of a disabled passenger, (2) a wheelchair becomes unfastened from its tie down(s), (3) a fixed route bus does not stop for a passenger in a wheelchair waiting at a bus stop.
3. VEHICLE CLEANING AND MAINTENANCE: One hundred dollars (\$100) per incident for each day that: (1) vehicle(s) in revenue service are not maintained in a clean condition in accordance with contract standards; (2) vehicle(s) in revenue service have not been serviced in accordance with preventive maintenance and

repair schedules; (3) vehicle(s) in revenue service is operated without an adequately functioning air conditioning (heating and cooling) system; (4) an LTA vehicle is placed out of service by the CONTRACTOR without written authorization by LTA for a period of more than twenty (20) calendar days, (4) a vehicle is placed in service with body or upholstery damage that occurred more than ten (10) days prior to the day of service.

4. ANNOUNCEMENT OF STOPS: Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of one hundred dollars (\$100) per day that a fixed route driver fails to call major bus stops in accordance with 49 CFR Part 37 – Transportation Services for Individuals with Disabilities. For purposes of this section, major bus stops shall be defined as any transfer point, major intersection or destination point (such as a hospital, medical clinic, school, city or county government office, or major shopping center), and, in any case, at least once every five minutes on local bus routes and ten minutes on regional bus routes.
5. PERFORMANCE OF SCHEDULE: One hundred dollars (\$100) per occurrence that: CONTRACTOR fails to obtain an on-time performance level of:
  - a. A bus fails to depart the first time point of a route within ten (10) minutes after the scheduled departure time except in the case of unavoidable delays caused by incidents beyond the control of the CONTRACTOR. Unavoidable delays may include road construction, accidents, fire, severe weather, or mechanical failure.
  - b. Failure to adhere to route sequence.
  - c. Any trip that a bus departs from a designated time point one minute or more before its scheduled departure time.

d. Any missed ADA trip on Dial-A-Ride based on failure to provide service within one hour of the requested pickup or drop-off time, as appropriate, in response to a request for service made the previous day.

6. CHP RATING: Five thousand dollars (\$5,000) per incident that CONTRACTOR receives an unsatisfactory rating from the California Highway Patrol (CHP) based on the annual CHP terminal inspection of CONTRACTOR'S location.

Liquidated damages will not be assessed sooner than six (6) months after the initiation of services under this Agreement, except that LTA may assess liquidated damages at any time following commencement of this Agreement for CONTRACTOR'S relocation, reassignment or transfer of the Project Manager. LTA will assess liquidated damages after observation of the incident by LTA or one of its authorized monitors. LTA will deduct liquidated damages from payment of CONTRACTOR invoice. Where appropriate, determination of liquidated damages shall be based on sampling methods mutually agreed to by LTA and the CONTRACTOR.

The determination of whether or not to assess liquidated damages shall be at the sole discretion of the LTA and shall not be subject to discussion or mediation by the CONTRACTOR. LTA shall be entitled to take such other legal remedies as may be appropriate for such acts or failures to act, including but not limited to termination of this Agreement.

## **10. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this AGREEMENT to the contrary, LTA and CONTRACTOR mutually agree that LTA'S maximum cumulative obligation is limited to \$9,853,138 including amounts payable to CONTRACTOR for leases, materials, and costs arising from or due to, termination of this AGREEMENT. It is the intent of the parties hereto that said maximum obligation shall be sufficient to compensate CONTRACTOR for

services performed for thirty-six (36) months, and that said maximum obligation may have to be amended if CONTRACTOR provides services for LTA subsequent to that time period.

In the event that the maximum cumulative obligation provided herein above is reached, CONTRACTOR shall have no obligation to perform any additional work under this AGREEMENT and, any work performed, or expenditures incurred, by the CONTRACTOR over and above the cumulative obligation amount specified above shall be the sole risk of the CONTRACTOR.

In the event that LTA does not intend to amend this maximum obligation amount, LTA shall so notify CONTRACTOR by written notice at least one month before the maximum obligation amount specified herein, is estimated to be reached.

For purposes of amending this AGREEMENT to provide for additional funding of the maximum obligation amount specified herein above, the EXECUTIVE DIRECTOR of LTA shall have authority to obligate LTA through their signature on any such amendment, but only within the funding limitations established by the LTA.

## **11. OPERATING REVENUES**

All operating revenues collected by CONTRACTOR are the property of LTA. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and ticket and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass and ticket sales revenues in the manner discussed in the attached EXHIBIT "B", Scope of Work, and as necessary for LTA to meet the requirements of State and Federal funding sources.

## **12. TERM OF AGREEMENT**

### **12.1 Base Term**

This AGREEMENT shall become effective July 1, 2025 and shall continue in full force and effect through June 30, 2028 unless earlier terminated as herein provided.

### **12.2 Month-to-Month Extensions**

Upon completion of the full term of this AGREEMENT, LTA at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three (3) months. LTA shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

### **12.3 Option Term**

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at LTA's sole election, anytime on or before the date specified herein and as follows:

DESCRIPTION - LTA may extend the service provided by CONTRACTOR under this AGREEMENT for up to three option periods of two-year duration.

PRICE - The Fixed Hourly Rate, Fixed Monthly Rate, and Fixed Rate Per Bus Stop Cleaned shall be limited so that the maximum percentage increase in the AGREEMENT budget for each option period, after adjustment for any changes in the level of vehicle revenue hours to be provided, shall be no more than either (1) the average percentage annual increase in the U.S. City Average Consumer Price Index (CPI-U) for the two most recently concluded calendar years, or (2) a percentage equal to seventy percent (70%) of the percentage increase in the state minimum wage for the calendar year in which the option term will commence, whichever is higher.

OPTION EXERCISE DATES: On or before April 1, 2028 for the first option, on or before April 1, 2030 for the second option, and on or before April 1, 2032 for the third option.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual AGREEMENT.

It is mutually understood and agreed that LTA is under no obligation whatsoever to exercise this option and that no representations have been made by LTA committing it to such exercise of this option, and that LTA may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

#### **12.4 Transition to Future Contractor**

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the LTA or any future CONTRACTOR selected by LTA, CONTRACTOR'S full cooperation in the transition to the successor CONTRACTOR. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), and access to non-confidential personnel files and to maintenance records.

CONTRACTOR shall release all telephone numbers and any sequential rollover numbers required by LTA to the new operator. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to the new provider's services, and shall cooperate fully with the LTA and the new provider to this end.

## **13. ADMINISTRATION**

### **13.1 Control**

Contractor shall render all services under this Agreement in a manner consistent with the policies of the LTA. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR'S performance of services, shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.

CONTRACTOR shall advise LTA of matters of importance, such as the condition of vehicles, bus route time conflicts, any and all matters the CONTRACTOR feels are safety related, and make recommendations when appropriate; however, final authority shall rest with the LTA. Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

LTA shall not interfere with the management of CONTRACTOR'S normal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees.

LTA may advise CONTRACTOR of any employee's inadequate performance that has a negative effect on the service being provided, and CONTRACTOR shall take prompt action to remedy the situation. Notwithstanding the above restriction, LTA may demand removal of any CONTRACTOR employee from the LTA's project by providing written notice to CONTRACTOR.

### **13.2 Force Majeure:**

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph.

In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify LTA of the fact, and thereafter shall report to LTA all relevant information then known to CONTRACTOR, and shall continue to so report.

## **14. GENERAL PROVISIONS**

### **14.1 Conflict of Interest**

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

### **14.2 Conflict of Transportation Interests**

CONTRACTOR shall not divert any revenues, passengers or other business from LAKE TRANSIT to any taxi or other transportation operation of CONTRACTOR.

### **14.3 Conflicting Use**

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to LTA for performing services under this AGREEMENT for any use



whatsoever other than provided for in this AGREEMENT without the prior written approval of LTA.

#### **14.4 Headings:**

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

#### **14.5 Exhibits:**

All exhibits attached to this AGREEMENT are incorporated into this AGREEMENT by reference.

#### **14.6 Sale or Transfer**

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the LTA to such sale, assignment, or transfer. In the event of any violation of this Section, LTA may immediately terminate this AGREEMENT.

#### **14.7 Binding**

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

#### **14.8 Compliance with Laws, Rules, Regulations**

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable state, or local statutes, and any rules or regulations promulgated there under.

This Agreement is financed in part with funding received under Section 5311 of the Federal Transit Act. All services performed by Contractor pursuant to this Agreement

shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to the items listed on Exhibit A - Third Party Contract Clauses - Federal Transit Administration and California Department of Transportation Required Provisions.

CONTRACTOR shall pay all taxes and fees required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of LTA if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating LTA vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

#### **14.9 Federal Changes**

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

#### **14.10 Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any LTA requests which would cause LTA to be in violation of the FTA terms and conditions.

**14.11 Notice**

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

**LTA:**

Lake Transit Authority  
525 S. Main Street Suite #G  
Ukiah, CA 95482

**CONTRACTOR:**

Parking Concepts Inc.  
dba Transportation Concepts  
12 Mauchly, Building I  
Irvine, CA 92618

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed on the day and year first above written.

**LAKE TRANSIT AUTHORITY**

**CONTRACTOR**

By \_\_\_\_\_  
Lisa Davey-Bates, Executive Director

By \_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**WITNESSED:**

By: \_\_\_\_\_

# Table of Contents

## Agreement Exhibits

**Exhibit A - Third Party Contract Clauses.....A1 to A-14**

**Exhibit B – Scope of Work..... B-1 to B-20**

### **1. LTA Duties and Responsibilities**

1.1	System Planning and Administration.....	1
1.2	Advertising and Promotion .....	1
1.3	Buses; Equipment .....	1
1.4	Two-way Radio Communications System.....	1
1.5	Operations and Maintenance Facility .....	1
1.6	Schedules; Passes; Tickets .....	2
1.7	Paratransit Software .....	2
1.8	Technology.....	2
1.9	Street Furnishings .....	2
1.10	Notification – Potential Interference with Lake Transit Operations.....	2

### **2 Contractor Duties and Responsibilities – Operations**

2.1	Operations – General .....	3
2.2	Operations – Fixed Route and Route Deviation Bus Service.....	3
2.3	Operations – Local Dial-a-Ride Service .....	3
2.4	Charter, Special Event, Promotional, and Other Special Services.....	4
2.5	Service Standards .....	4
2.6	Operations Personnel.....	6
2.7	Operations Management.....	6
2.8	Employee Selection and Supervision.....	7
2.9	Training of Drivers and Operations Personnel .....	7
2.10	Driver’s Responsibilities .....	8
2.11	Uniforms.....	9
2.12	Safety Program .....	9
2.13	Road Supervision .....	9
2.14	Accident, Incident, and Complaint Procedures .....	9
2.15	Vehicle Scheduling and Dispatching.....	10
2.16	Operations Headquarters .....	10
2.17	Telephone Reservation and Information System .....	10
2.18	Fares; Fare Collection; On-Board Pass Sales; Credit Card and ATM Payment ....	11
2.19	Pass and Ticket Sales.....	11
2.20	Books; Records; Reports .....	12
2.21	System Promotion .....	13
2.22	System Recommendations .....	13
2.23	Emergencies; Natural Disasters.....	13

**3 Contractor Duties and Responsibilities – Maintenance**

3.1 Maintenance – General ..... 14  
3.2 Vehicles; Equipment..... 14  
3.3 Maintenance and Operations Facility ..... 14  
3.4 Maintenance Management..... 14  
3.5 Maintenance and Repair Technical Training..... 15  
3.6 Daily Vehicle Servicing..... 15  
3.7 Vehicle Cleaning ..... 15  
3.8 Preventive Maintenance ..... 16  
3.9 Vehicle Repair ..... 16  
3.10 Engine, Transmission, and Differential Overhaul ..... 16  
3.11 Parts Inventory ..... 17  
3.12 Tools and Equipment ..... 17  
3.13 Vehicle Towing ..... 17  
3.14 Maintenance and Repair Records and Reports ..... 19  
3.15 Emissions Control Programs ..... 19  
3.16 Fuel ..... 19  
3.17 Bus Stop Cleaning and Maintenance ..... 19  
3.18 Bus Stop Shelter and Bench Repair..... 20  
3.19 Communications System..... 20  
3.20 Facilitation of Advertising on Transit Property ..... 20

**Exhibit C – Approved Amendments ..... C-1**

**Exhibit D – LTA Vehicles and Equipment ..... D-1 to D-5**

**Exhibit E – LTA Riders Guide and Brochures ..... E-1**

**Exhibit F – Dial-A-Ride Policies, Standards, Criteria ..... F-1 to F-2**

**Exhibit G – Operations & Maintenance Facility Use Agreement ..... G-1 to G-3**

**Exhibit H – Successful Offeror’s Proposal ..... H-1**

**THIRD PARTY CONTRACT CLAUSES**

**Federal Transit Administration and  
California Department of Transportation Required Provisions**

1. Source of Funding:

This contract entered \_\_\_\_\_ between \_\_\_\_\_  
on \_\_\_\_\_ (DATE) \_\_\_\_\_ (AWARDING AGENCY)  
and \_\_\_\_\_ (CONTRACTOR) \_\_\_\_\_ for \_\_\_\_\_

(PROJECT)  
is being funded with the following fund source(s) and amounts:

FUND SOURCE	AMOUNT

Parties referenced in the following clauses are defined as:

“AWARDING AGENCY” is the subrecipient of the State of California Department of Transportation.

“PROJECT” is the AWARDING AGENCY’s federally-supported project.

“CONTRACTOR” is the third-party vendor who has entered into this third-party contract with the AWARDING AGENCY to provide goods or services directly to the AWARDING AGENCY for the accomplishment of the PROJECT.

“Subagreements” are agreements made between the CONTRACTOR and any subcontractors to facilitate the accomplishment of this third-party contract.

**For All Third-Party Contract Awards Excluding Micro-Purchases, Except Construction Contracts Exceeding \$2,000.00**

No Obligation to Third-Parties by use of a Disclaimer

- A. No Federal Government Obligation to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subagreements of third-party contractors and the subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by the FTA.
- C. No Relationship between the California Department of Transportation and Third-Party Contractors. Nothing contained in this Contract or otherwise, shall create any contractual

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

relationship, obligation or liability between the California Department of Transportation and any third-party contractors, and no third-party contract shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be fully responsible to the AWARDING AGENCY for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the AWARDING AGENCY's obligation to make payments to the CONTRACTOR. As a result, the California Department of Transportation shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

- D. Obligations on Behalf of the California Department of Transportation. The CONTRACTOR shall have no authority to contract for or on behalf of, or incur obligations on behalf of the California Department of Transportation.
- E. AWARDING AGENCY Approval of Subagreements. The AWARDING AGENCY shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by the AWARDING AGENCY. Any proposed amendments or modifications to such Subagreements must be approved by the AWARDING AGENCY prior to implementation.

#### Program Fraud and False or Fraudulent Statements or Related Acts

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and US Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, and pertaining to the underlying contract or the federally assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 in the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with federal assistance originally awarded by the FTA under the authority of 49 U.S.C. Section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subagreement financed in whole or in part with Federal Assistance provided by the California Department of

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

Transportation. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Records

The AWARDDING AGENCY, the California Department of Transportation, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Contract of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. The CONTRACTOR shall include a clause to this effect in every subagreement entered into relative to the PROJECT.

#### Record Keeping

The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Contract. All parties shall make such materials available at their respective offices at all reasonable times during the performance and for three (3) years from the date of final payment under this Contract and all subagreements.

#### Accounting Records

The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR'S accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by California Department of Transportation. All records shall provide a breakdown of total costs charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.

#### Federal Changes, Amendments to State, and Local Laws, Regulations, and Directives

The terms of the most recent amendments to any federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless the California Department of Transportation provides otherwise in writing.

#### Civil Rights (Title VI, EEO, & ADA)

During the performance of this Contract, the CONTRACTOR its assignees and successors in interest, agree to comply with all federal statutes and regulations applicable to grantee subrecipients under the Federal Transit Act, including, but not limited to the following:

- A. Race, Color, Creed, National Origin, Sex. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and federal transit law at 49 U.S.C. Section 5332, the CONTRACTOR Agrees to comply with all applicable equal employment opportunity (EEO) requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or



## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

termination, rates of pay or other forms of compensation; and selection from training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation any issue.

- B. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Contract covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.
- C. Solicitations for Subcontractors Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by the CONTRACTOR for work performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the subcontractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AWARDDING AGENCY or the California Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR shall certify to the AWARDDING AGENCY of the California Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of the Contract, the AWARDDING AGENCY shall:
1. Withholding of payment to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or
  2. Cancellation, termination, or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions. The CONTRACTOR shall include the provisions of these paragraphs A through F in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor or procurement as the AWARDDING AGENCY or the California Department of Transportation may direct as a

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such directions, the CONTRACTOR may request the AWARDING AGENCY to enter into such litigation to protect the interest of the AWARDING AGENCY, and, in addition, the CONTRACTOR may request the California Department of Transportation to enter into such litigation to protect the interests of the California Department of Transportation.

#### G. Section 504 and Americans with Disabilities Act Program Requirements

The CONTRACTOR will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended.

#### Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any California Department of Transportation requests which would cause the California Department of Transportation to be in violation of the FTA terms and conditions. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any AWARDING AGENCY requests which would cause the AWARDING AGENCY to be in violation of the FTA terms and conditions.

#### Prohibition on certain telecommunications and video surveillance services or equipment.

AWARDING AGENCY is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. CONTRACTOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the AWARDING AGENCY that would cause the AWARDING AGENCY to be in violation of the prohibition contained in the Act.

#### Energy Conservation

The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable California Department of Transportation energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, U.S.C. Section 6321 et seq.

#### Safe Operation of Motor Vehicles

- A. Seat Belt Use. The CONTRACTOR agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a “Seat Belt Use” provision in each sub agreement related to the Award.
- B. Distracted Driving, Including Text Messaging While Driving. The CONTRACTOR agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
  - 1. Safety. The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the AWARDING AGENCY owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
  - 2. Size. The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
  - 3. Extension of Provision. The CONTRACTOR agrees to include the preceding Safe Operation of Motor Vehicles from this AGREEMENT in its sub agreements and at each tier supported with federal assistance, and encourage compliance with this provision.

#### **Awards Exceeding \$10,000.00**

#### Additional Termination Provisions

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- A. Termination for Convenience (General Provision). When it is in the AWARDING AGENCY's best interest, the AWARDING AGENCY reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the AWARDING AGENCY. If the CONTRACTOR has any property in its possession belonging to the AWARDING AGENCY, the CONTRACTOR will account for the same, and dispose of it in the manner the AWARDING AGENCY directs.
- B. Termination for Default (General Provision). If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the AWARDING AGENCY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AWARDING AGENCY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the AWARDING AGENCY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

- C. Mutual Termination. The PROJECT may also be terminated if the AWARDING AGENCY and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

#### **Awards Exceeding \$25,000.00**

##### Debarment and Suspension

- A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.
- B. Unless otherwise permitted by the California Department of Transportation, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-contract of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal procurement and Non-procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12546 and 12689.

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- C. Before entering into any subagreements with any subcontractor, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that AWARDING AGENCY and its “principals,” as defined at 49 CFR Part 29.
- D. Before entering into any third-party contract exceeding \$25,000.00, the CONTRACTOR agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105(p). The CONTRACTOR also agrees to require each third-party contractor to refrain from awarding any subagreements of any amount, at any tier, to a debarred or suspended subcontractor, and to obtain a similar certification for any third-party subcontractor, at any tier, seeking a contract exceeding \$25,000.00.

#### Legal Matters Concerning a Covered Transaction

- A. If a current or prospective legal matter that may affect the Federal Government or STATE emerges, the AWARDING AGENCY must promptly notify the STATE. The AWARDING AGENCY must include a similar notification requirement in its Third Party Agreements and must require each CONTRACTOR to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
  - 1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or STATE as a party to litigation or a legal disagreement in any forum for any reason.
  - 2. Matters that may affect the Federal Government or STATE include, but are not limited to, the Federal or STATE Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal or STATE Government’s administration or enforcement of federal laws, regulations, and requirements.
  - 3. The AWARDING AGENCY must promptly notify the STATE, if the AWARDING AGENCY has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving FY2020 Contractors Manual – Procurement 9-49 federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the AWARDING AGENCY and STATE, or an agreement involving a principal, officer, employee, agent, or CONTRACTOR of the AWARDING AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the AWARDING AGENCY, including divisions tasked with law enforcement or investigatory functions.

**Awards Exceeding \$100,000.00**

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

#### Provisions for Resolution of Disputes, Breaches, or Other Litigation

The AWARDING AGENCY and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CONTRACTOR shall submit to the AWARDING AGENCY Representative for this Contract or designee a written demand for a decision regarding the disposition of any dispute arising under this Contract. The AWARDING AGENCY Representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have the opportunity to challenge in writing within ten (10) working days to the AWARDING AGENCY's Executive Director or his/her designee. If the CONTRACTOR'S challenge is not made within the ten (10) day period, the AWARDING AGENCY Representative's decision shall become the final decision of the AWARDING AGENCY. The AWARDING AGENCY and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the AWARDING AGENCY shall be final, conclusive, and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### Lobbying

- A. The CONTRACTOR agrees that it will not use federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. Department of Transportation Regulations, "New Restrictions on Lobbying." 49 CFR Part 20, if the bid is for an award for \$100,000.00 or more the AWARDING AGENCY will not make any federal assistance available to the CONTRACTOR until the AWARDING AGENCY has received the CONTRACTOR'S certification that the CONTRACTOR has not and will not use federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal grant, cooperative agreement, or any other federal award from which funding for the PROJECT is originally derived, consistent with 31 U.S.C. Section 1352, and;
- B. If applicable, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.
- C. The CONTRACTOR shall require that the language of the above two clauses be included in the award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000.00 and that all awarding agencies shall certify and disclose accordingly.

This Contract is a material representation of facts upon which reliance was placed when the Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U.S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

#### Clean Water

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONTRACTOR agrees to report each violation to the AWARDDING AGENCY and understands and agrees that the AWARDDING AGENCY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The CONTRACTOR also agrees to include these requirements in each subagreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **Awards Exceeding \$150,000.00**

##### Buy America

The CONTRACTOR shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase equals or exceeds \$150,000.00. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

##### Clean Air

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

#### **Awards with Transport of Property or Persons**

##### U.S. Flag Requirements (Cargo Preferences)(Fly America)

- A. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subagreements must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States of America Flag Carriers," and 41 CFR Section 301-10.131 through 301-10.143.
- B. Project Travel. In accordance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1973, as amended, ("Fly America" Act), 49 U.S.C. 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

#### **Awards with Transit Operations**

##### Transit Employee Protective Arrangements (Transit Operation Only)

The CONTRACTOR agrees to comply with applicable transit employee protective requirements, as follows:

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

- A. The CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. 5333(b), and U.S.DOL guidelines at 29 CFR Part 215, and any amendments there to.
- B. The CONTRACTOR also agrees to include the applicable requirements in each subagreement involving transit operations financed in whole or in part with federal assistance provided by the FTA.

#### Charter Service Operations

(Transit Operation and Rolling Stock Only) The CONTRACTOR agrees to comply with 49 U.S.C. Section 5323(d) and 49 CFR Part 604, which provides that recipients and awarding agencies of the FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on federally assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this contract, and any violation of this contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

#### School Bus Operations

(Transit Operation and Rolling Stock Only) Pursuant to 49 U.S.C. 5323(F) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 U.S.C. 5323(F) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment of facilities acquired with federal assistance awarded by the FTA and authorized by 49 U.S.C. Chapter 53 or Title 23 U.S.C. for transportation projects. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of the contract may require corrective measures and the imposition of penalties, including debarment from the receipt of further federal assistance for transportation.

#### Vehicle Operator Licensing

The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

#### Drug-Free Workplace (FTA Section 5311 Awards)

The CONTRACTOR certifies by signing a Contract with the AWARDING AGENCY that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. The CONTRACTOR is required to



## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

include the language of this paragraph in award documents for all sub-awards at all tiers (including subagreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all awarding agencies shall disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any AWARDING AGENCY at any tier, or their employees, perform a safety sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected AWARDING AGENCY at any tier, and their employees with 49 U.S.C. Section 5331, and the FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

#### *Drug and Alcohol Testing*

The CONTRACTOR agrees to:

Participate in the AWARDING AGENCY's drug and alcohol program established in compliance with 49 CFR Part 655.

#### **Awards with Rolling Stock**

##### Bus Testing

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5318(e), 5323(c), and the FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto, including the certification that before expending any federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the ALTOONA Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the AWARDING AGENCY.

##### Pre-Award and Post Delivery Audit

The CONTRACTOR agrees to comply with the requirements of 49 U.S.C. Section 5323(l), 5323(m), and the FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.

#### **Miscellaneous Special Requirements**

##### Intelligent Transportation Systems (ITS) National Architecture

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 U.S.C. Section 517(d), 23 U.S.C. Section 512 note, and 23 CFR Part 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives the FTA may issue at a later date, except to the extent the FTA determines otherwise in writing.

##### DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the AWARDING AGENCY, the termination of this contract by the AWARDING AGENCY, or such other remedy the STATE or AWARDING AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the CONTRACTOR from future bidding as non-responsive.

AWARDING AGENCY shall notify the CALTRANS DBELO in the event the AWARDING AGENCY finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.

#### DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 0%.

Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form. The AWARDING AGENCY must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

The CONTRACTOR shall not terminate the DBE subcontractors listed on ADM-0227F without the AWARDING AGENCY's prior written consent and concurrence from the CALTRANS DBELO. The AWARDING AGENCY may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE SUBCONTRACTOR of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the CONTRACTOR shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the AWARDING AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

#### Continued Compliance

The AWARDING AGENCY shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-3069 form in each their request for reimbursement (RFR) packet.

## THIRD PARTY CONTRACT CLAUSES

### Federal Transit Administration and California Department of Transportation Required Provisions

#### Prompt Payment and Return of Retainage

- A. The AWARDING AGENCY shall comply with 49 CFR Part 26.29 and ensure the CONTRACTOR pay its subcontractors performing work satisfactorily completed related to this contract no later than thirty (30) days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY.
- B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
- C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
- D. The CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the AWARDING AGENCY. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

#### Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### Contract Work Hours and Safety Standards Act (Applicable to: Construction contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on a public work.)

- A. The CONTRACTOR agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 33 and also ensure compliance of its subcontractors; if applicable, CONTRACTOR shall comply with DOL regulations "Safety and Health Regulation for Construction" 29 CFR Part 1926.
- B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

## **EXHIBIT “B”**

### **Agreement - Management and Operation Of the Lake Transit System**

#### **Scope of Work**

##### **1. LTA DUTIES AND RESPONSIBILITIES**

LTA shall perform the following duties and accept the following responsibilities with respect to LAKE TRANSIT system. To the extent reasonable and feasible, CONTRACTOR shall assist LTA in this regard.

##### **1.1 System Planning and Administration**

LTA shall be responsible for all planning activities relative to LAKE TRANSIT routes, schedules, days and hours of operation, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration.

##### **1.2 Advertising and Promotion**

LTA shall prepare, place, schedule and pay for all advertising and promotional materials designed to inform the public of LAKE TRANSIT operations and to promote ridership.

##### **1.3 Buses; Equipment**

LTA shall provide to CONTRACTOR the vehicles and equipment set forth in EXHIBIT “D” entitled “LTA VEHICLES; EQUIPMENT”. These vehicles and equipment shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing, by LTA. CONTRACTOR assists with delivery inspections of new vehicles, annual CHP and Caltrans inspections, preparation of vehicles for sale, and disposal of surplus vehicles and equipment.

##### **1.4 Two-Way Radio Communications System**

LTA shall provide for CONTRACTOR use a two-way radio communication system with call sign WPMN812. The system consists of equipment set forth in Exhibit "D" and three repeaters located strategically on leased space on Buckingham Peak of Mount Konocti, on Mount St. Helena, and on Cobb Mountain.

##### **1.5 Operations and Maintenance Facility**

LTA shall provide to the CONTRACTOR the use of the Lamkin-Sanchez Transit Operations Center located at 9240 Highway 53, Lower Lake, CA. This facility shall be used only for activity directly related to the transit system covered by this AGREEMENT, unless otherwise authorized, in writing by LTA.

## **1.6 Schedules; Passes; Tickets**

LTA shall prepare, print and provide to CONTRACTOR all schedules, passes, tickets, posters, flyers, and like materials required by LAKE TRANSIT operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by LTA.

## **1.7 Paratransit Software**

LTA will provide RouteMatch paratransit management software for use by CONTRACTOR to facilitate paratransit scheduling and dispatch.

## **1.8 Technology**

LTA will provide and maintain General Transit Feed Specification Real-Time (GTFS-RT) data to support continuing efforts to provide real-time information to users, and a fare collection modernization and integration project in association with the Far North Group of transit agencies and the California Integrated Travel Project (Cal-ITP). Equipment to support these efforts, including vehicle location trackers, cellular credit card validators, are listed in Exhibit D. Contractor will assist LTA by maintaining equipment to vehicle assignment inventory, and by reporting error codes and facilitating occasional updates.

## **1.9 Street Furnishings**

LTA shall purchase, install and replace all street furnishings required for LAKE TRANSIT operations. Such furnishings shall include bus stop signs and posts, benches, shelters and the like. CONTRACTOR shall clean, maintain, and repair benches and shelters in accordance with the provisions of this AGREEMENT and any directions supplemental thereto provided by LTA. LTA member agencies are responsible to maintain trees or request property owners to maintain trees along LAKE TRANSIT routes and at bus stops so as to preclude damaging vehicles by reason of low hanging trees and branches. CONTRACTOR and its employees shall cooperate with LTA by advising it of any such conditions observed during LAKE TRANSIT operations. LTA shall coordinate with local jurisdictions to correct such conditions in a timely manner. Nothing heretofore shall relieve LAKE TRANSIT vehicle operators from exercising good care and caution in their vehicle operations in order to avoid such damage.

## **1.10 Notification - Potential Interference with LAKE TRANSIT Operations**

LTA shall request that its member agencies make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades or other such events under their jurisdictions, which may interfere with LAKE TRANSIT operations or require deviations from established routes or schedules. CONTRACTOR and LTA shall mutually agree upon such deviations.

## **2. CONTRACTOR DUTIES AND RESPONSIBILITIES - OPERATIONS**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with its operation of LAKE TRANSIT. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed route and demand responsive public transportation system of a kind and character such as LAKE TRANSIT.

## **2.1 Operations - General**

CONTRACTOR shall provide the necessary management, technical and operating services for the operation of the LAKE TRANSIT system as specified by the LTA.

CONTRACTOR shall assist and cooperate with LTA in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination and cooperation with LTA on matters related to schedule development, operations, monitoring, reporting and service performance measurements.

All facilities, equipment and services required in the operation and management of the LAKE TRANSIT system shall be furnished by CONTRACTOR unless specifically identified to be contributed by LTA.

## **2.2 Operations - Fixed Route and Route Deviation Bus Service**

CONTRACTOR will operate Fixed Route Bus Services as specified by LTA and in strict accordance with the operating days and hours, routes and schedules set forth in the current LAKE TRANSIT *Riders Guide*, attached hereto as **Exhibit E**, or any revisions thereto, and shall provide such service in a safe, professional and courteous manner.

Notwithstanding the above, CONTRACTOR is hereby authorized to deviate from established routes when necessary:

- (1) To respond to telephone requests on an advance reservation basis and to deviate from the designated route only on "Flex Stop" designated schedules to meet the needs of persons eligible for Americans with Disabilities Act (ADA) Complementary Paratransit Service; and,
- (2) To avoid construction, detours, and vehicles or other obstructions within the public right of way. CONTRACTOR shall notify LTA of such obstruction caused deviation(s) as soon as is practicable upon learning that the deviations are or may become necessary.

In the event that a LAKE TRANSIT route operates more than ten minutes behind schedule, CONTRACTOR shall take all available steps to restore on-time performance. CONTRACTOR shall establish procedures, subject to LTA review and approval, to restore on-time performance.

## **2.3 Operations - Local Dial-A-Ride Service**

Dial-A-Ride service shall be operated in strict accordance with the operating days and hours, maximum service levels and service areas set forth by LTA in the current LAKE TRANSIT Riders Guide and information brochures, attached hereto as **Exhibit E**, or in the adopted "Dial-A-Ride Policies, Standards, and Procedures", attached hereto as **Exhibit F** or any revisions thereto.

CONTRACTOR shall accept next day reservations and reservations up to fourteen (14) days in advance from passengers who qualify for Dial-A-Ride service based on age or disability, including those who qualify for Complementary Paratransit Service in accordance with the Americans with Disabilities Act (ADA) and USDOT regulations. Reservations for ADA eligible persons shall have priority over all other Dial-A-Ride trips.

CONTRACTOR shall respond to telephone requests for Dial-A-Ride service on a “real time” demand-response basis whenever requests can be accommodated without increasing Vehicle Revenue Hours.

CONTRACTOR shall accept “subscription service” reservations (provision of repetitive trips over an extended period time without requiring that individuals call to request each trip); however, the level of subscription service provided shall not exceed fifty percent of the total number of trips available during a given hour of the day.

CONTRACTOR is authorized to have only as many vehicles in Dial-A-Ride service at a given time as service demand requires. However, in no event will the total annual vehicle revenue hours billed to the LTA exceed 6,500 without prior written authorization by the LTA Transit Manager.

## **2.4 Charter, Special Event, Promotional, and Other Special Services**

In addition to regular LAKE TRANSIT operations, CONTRACTOR may from time to time, upon receiving specific written authorization by LTA, provide charter, special event, promotional, or other special transportation services within the LAKE TRANSIT service area using LTA vehicles, provided that such services are determined by LTA to be in the public interest, do not interfere with regular LAKE TRANSIT operations, and are in compliance with applicable federal and state statutes.

CONTRACTOR shall be entitled to compensation for such services at the normal rate per revenue vehicle hour specified in the AGREEMENT, except that such rates shall also be applied to non-revenue vehicle hours required for vehicle pre-trip inspection and deadhead travel.

## **2.5 Service Standards**

CONTRACTOR shall strive at all times to provide service in a manner that will maximize productivity and at the same time emphasize quality customer service. Recognizing that the goals of productivity and service quality may conflict at times, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer and consistent with LTA expectations.

CONTRACTOR and LTA shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by LTA. Should it be found that CONTRACTOR’S performance has contributed to CONTRACTOR’S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by LTA to correct deficiencies in performance. Should deficiencies persist, LTA may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

### **A. Fixed Route Service Standards:**

1. Schedule Reliability - Intercity Routes: A minimum of ninety-five percent (95%) of bus departures will be within 0 to 10 minutes after the scheduled departure time as indicated by published timetables.
2. Schedule Reliability - All Other Fixed Routes: A minimum of ninety percent (90%) of bus departures will be within 0 to 5 minutes after the

scheduled departure time as indicated by published timetables.

3. Missed Run: Less than 0.5 percent of scheduled departures from a route terminal will be missed runs. A missed run occurs when a scheduled departure is canceled, or when a bus departs the first time point of a route more than ten (10) minutes after the published departure time.

**B. Route Deviation Service Standards:**

1. Reservation Reliability: Ninety-five percent (95%) of reservation trips will be served within a 30 minute window (plus or minus 15 minutes from the recorded reservation time).
2. Schedule Reliability: Same as Fixed Route Service Standards.
3. Missed Run: Same as Fixed Route Service Standard.
4. Service Refusals (ADA Trips Only):  
With respect to reservation requests made by individuals who possess valid ADA Paratransit Eligibility Identification Cards:
  - a) Less than 0.5 percent (0.5%), or one in 200, requests will be refused.
  - b) There will be no pattern of service refusals.

**C. Dial-A-Ride Productivity Standards:**

1. Passengers per Vehicle Revenue Hour: Average 2.0 or greater.
2. Average vehicle revenue miles per passenger: 5 or less.

**D. Dial-A-Ride Customer Service Level Standards:**

1. Reservation Reliability: Ninety-five percent (90%) of reservation trips will be served within a 30-minute window (plus or minus 15 minutes from the recorded reservation time).
2. No Show Ratio: On average, there will be less than one no-show per 20 passenger trips.
3. Service Refusals (ADA Trips Only):  
With respect to reservation requests made by individuals who possess valid ADA Paratransit Eligibility Identification Cards:
  - a) Less than 0.5 percent (0.5%), or one in 200, requests will be refused based on the criteria of providing a reservation within one hour of the requested time (one hour before arrival is necessary for an appointment, or one hour after a requested departure for a return trip).
  - b) There will be no pattern of service refusals.



## **2.6 Operations Personnel**

The CONTRACTOR shall provide all management, supervision, trainers, drivers, dispatchers, clerks, service workers, telephone information operators, and such other personnel necessary to responsibly operate the LAKE TRANSIT system, including any required on-board security or supervision.

## **2.7 Operations Management**

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a full-time Project Manager, subject to the approval of LTA, who shall provide overall management and supervision of LAKE TRANSIT public transit operations under the terms of this AGREEMENT. The Project Manager must have a minimum of five years of experience in public transportation operations including at least three years' supervisory experience. A bachelor's degree in a related field from a four-year college may substitute for two years of transportation experience and one year of supervisory experience.

The Project Manager must have completed the Transit and Paratransit Management Certificate Program sponsored by CalACT, California Transit Association, Caltrans, and Access Services, which is currently offered through University of the Pacific, or a similar certification or degree program. Alternatively, the Project Manager may enroll in such program and complete the certificate requirements within 18 months following approval by LTA of the Project Manager candidate. CONTRACTOR shall pay the cost of participation in the certificate program, or approved alternative.

The Project Manager shall work cooperatively with LTA's Transit Manager in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from LAKE TRANSIT passengers and the general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure LTA that the Project Manager designated for this project will not be replaced without the prior written consent of LTA. Should the services of the Project Manager become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to LTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with such notice by the departing employee. LTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Project Manager.

The CONTRACTOR shall further designate a full-time Operations Supervisor/Trainer to assist the Project Manager in carrying out all activities relative to LAKE TRANSIT operations.

The office of the Project Manager will be physically located at the LTA Lamkin-Sanchez Transit Operations Center in Lower Lake. The Project Manager will be expected to remain at the facility or otherwise within the LAKE TRANSIT service area, as appropriate, to the maximum extent possible. At all times, the Project Manager or Operations Supervisor, or other employee pre-designated and identified to the LTA to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day LAKE TRANSIT operations, including emergency situations, or to provide coordination as necessary, and shall be

authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

## **2.8 Employee Selection and Supervision**

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform LAKE TRANSIT operations. Responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination.

CONTRACTOR shall use appropriate screening and selection criteria in order to employ operations personnel. The CONTRACTOR shall perform employment, DMV, physicals, and criminal background checks of all employees associated with this agreement and shall undertake the steps necessary to assure that all such employees perform their duties in a safe, legal, professional manner at all times.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall develop, implement and maintain an employee alcohol and substance abuse testing program, subject to LTA approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and repair, and control of LTA vehicles and equipment. Such program will comply with all applicable requirements as established by the Federal Transit Administration or by other federal or state agencies, including regulations promulgated to implement the Omnibus Transportation Employee Testing Act of 1991.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACTOR shall make special efforts to hire Spanish-speaking employees to facilitate communication with Limited English Proficiency (LEP) patrons.

Nothing in this section shall be construed by either CONTRACTOR or LTA to be in conflict with the language and intent of Article 4, Independent CONTRACTOR, of the AGREEMENT of which this Scope of Work is a part.

## **2.9 Training of Drivers and Operations Personnel**

CONTRACTOR shall develop, implement and maintain a formal training and retraining program, which shall be subject to review and approval by LTA. An outline of the training program, including periodic updates, shall be on file in the office of the LTA Transit Manager. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be

limited to, instruction covering applicable laws and regulations and defensive driving practices, disabled passenger assistance techniques, language identification for persons with limited english proficiency, accident/incident procedures, radio procedures, LAKE TRANSIT operating policies and procedures, employee work rules, vehicle safety inspection, video surveillance policies and procedures, inclement weather policy, equipment care and maintenance, customer relations, and passenger conduct. Drivers shall be trained to operate all types of buses, wheelchair lifts and securement systems, and other equipment that they may be expected to use in the LAKE TRANSIT services.

All drivers, excluding Entry Level Driver Trainees, shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by LTA, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers of transit buses shall possess a transit bus certificate as issued by the State of California Department of Motor Vehicles, pursuant to Section 12804.6 of the California Vehicle Code.

Entry Level Driver Trainees (ELDP) shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by LTA, and shall hold a valid Commercial Learner's Permit (CLP). ELDP shall not operate LTA vehicles which are classified as Commercial Motor Vehicles (CMV) except when no passengers are on board, and only while training and accompanied by a Commercial Driver's License (CDL) holder with appropriate endorsements. ELDP may operate non-CMV small transit vehicles with up to 15-passenger capacity.

If applicable, drivers of paratransit vehicles shall possess a California General Public Paratransit Vehicle certificate.

Drivers shall meet all applicable requirements as established by the California Highway Patrol. CONTRACTOR shall prepare and furnish to LTA for approval, and to all drivers, dispatchers, telephone operators, and supervisors a DRIVER'S MANUAL. Contents of the DRIVER'S MANUAL shall include the following subject areas: fundamentals of customer service; driver's rules; accident/incident policies; radio policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedure and pertinent sample forms.

Dispatchers, telephone operators, supervisors and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer service, customer relations skills, telephone manners, accident/incident procedures, transfer points, fares, bus and demand response services and schedules, information referrals, ADA regulations regarding trip reservations, LAKE TRANSIT reservation procedures, and operating policies. Operations control personnel assigned to LAKE TRANSIT scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

## **2.10 Driver's Responsibilities**

Drivers will, when requested by LTA, hand out notices to passengers or otherwise render assistance in LTA's customer relations, promotion, marketing, monitoring and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets; and issue and collect transfers, as determined by LTA. Drivers will verify deposits into the farebox of cash fares and cash for the purchase of passes, but drivers will not

handle money. Drivers will record ridership counts by passenger category and boarding location in accordance with procedures approved by LTA.

When requested, drivers of vehicles in dial-a-ride or route deviation (Flex Route) service will provide passenger assistance to persons with disabilities, including boarding/deboarding assistance, loading and unloading of small packages, and, to the extent reasonable and required under the ADA, provide travel assistance between the vehicle and the passenger's door.

Drivers shall have available at all times during operation of any bus an accurate time piece or device that conforms to the local time zone adjusted Coordinated Universal Time (UTC) as used by cellular networks and internet providers.

## **2.11 Uniforms**

Drivers shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms to its employees. The design, type and logo of the uniforms shall be subject to LTA's advance approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

## **2.12 Safety Program**

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers; operations personnel and LTA's vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable California Highway Patrol and OSHA requirements, and shall furnish LTA with copies of annual CHP vehicle/equipment inspections and CHP safety compliance reports, including pull notices.

CONTRACTOR shall develop, implement and maintain, in full compliance with California Law, a formal safety and accident prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization. CONTRACTOR shall provide a copy of said Safety Program and subsequent program updates to LTA.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Employer Pull Notice Program" for appropriate monitoring of employee driver license activity.

CONTRACTOR will require all drivers, control room personnel, vehicle maintenance and repair mechanics, and supervisors to participate in the safety program.

## **2.13 Road Supervision**

CONTRACTOR shall provide road supervision as required to monitor drivers and vehicles and assist drivers in revenue service, including assistance with special events.

## **2.14 Accident, Incident, and Complaint Procedures**

CONTRACTOR shall develop, implement and maintain formal procedures, subject to LTA review and approval, to respond to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to, vehicle accidents, passenger injuries, passenger disturbances, in service vehicle failures, lift failures of buses in

service, fixed route buses operating more than ten minutes behind schedule, and demand response buses operating more than fifteen minutes behind promised schedule.

All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Highway Patrol or local police as appropriate, and then to the LTA Transit Manager. CONTRACTOR will request that the law enforcement agency respond to investigate the accident. **CONTRACTOR will supply LTA with copies of all accident and incident reports.**

The LTA Transit Manager shall be notified in writing by CONTRACTOR of all accidents and incidents resulting in loss or damage to LTA property within 24 hours. In cases involving injury, CONTRACTOR shall notify LTA Transit Manager immediately upon receipt by CONTRACTOR of such information.

## **2.15 Vehicle Scheduling and Dispatching**

CONTRACTOR shall utilize a systematic method to schedule and transport passengers using LAKE TRANSIT services. This may utilize the RouteMatch software as provided by LTA, or another method. The method should be capable of accommodating both advance reservations and "real time" requests for immediate service. The dispatch method must integrate all demand for service into efficient vehicle use that maximizes productivity and assures service quality to levels prescribed in this Scope of Work. Either manual or computer-assisted scheduling technique is acceptable.

CONTRACTOR shall provide an adequate number of persons to staff the LAKE TRANSIT scheduling and vehicle dispatching functions. These persons shall also be responsible for maintaining radio contact with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

## **2.16 Operations Headquarters**

CONTRACTOR shall establish and maintain its operations headquarters at the Lamkin-Sanchez Transit Operations Center. Except for items expressly identified to be provided and/or maintained by LTA, CONTRACTOR shall, as an integral part of the operating headquarters, equip and furnish the offices and control room, including maps, information boards, official time clock, adequate desks, tables, chairs, and other equipment as may be required or appropriate to provide LTA services. CONTRACTOR shall utilize the transit operations center in accordance with Exhibit G, Operations and Maintenance Facility Use Agreement, attached hereto.

## **2.17 Telephone Reservation and Information System**

CONTRACTOR shall provide and maintain a telephone system dedicated exclusively to the reception of incoming calls from LAKE TRANSIT patrons for the purposes of requesting service information and demand response service or reservations. CONTRACTOR shall provide telephone equipment, telephone lines, and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with LAKE TRANSIT patron demand.

CONTRACTOR shall install and maintain at CONTRACTOR's expense a sufficient number of lines to respond to incoming calls with a minimum of busy signals. Call volume will periodically be monitored and the need for additional phone lines will be evaluated at least annually.

Initially, CONTRACTOR shall install at CONTRACTOR's facility a minimum of three telephone lines that shall be completely dedicated to the reservation and information system. Said

telephone lines shall be connected in rotary, utilize the existing LAKE TRANSIT information and dispatch phone number, 994-3334, and listed in accordance with LTA instructions. In addition, CONTRACTOR shall install and maintain at least one telephone line with appropriate features to provide for **countywide toll free incoming calls** from LAKE TRANSIT patrons. This may be the existing Lakeport exchange phone number, 263-3334, which is used by patrons to call LAKE TRANSIT and which utilizes call forwarding to connect toll free to the existing dispatch location, or it may be another alternative approved by LTA in advance. Upon termination of the AGREEMENT of which this Scope of Work is a part, LTA reserves all rights to the dedicated lines identified herein, and CONTRACTOR agrees to transfer of said telephone numbers.

CONTRACTOR shall install at CONTRACTOR's expense separate phone line(s) for business office, facsimile, or other calls.

CONTRACTOR shall make special efforts to respond to telephone service and information requests from deaf or Limited English Proficiency (LEP) patrons of LAKE TRANSIT. CONTRACTOR may provide TDD equipment for communications with deaf patrons, or use the telephone relay service for communication with deaf customers. CONTRACTOR shall provide at CONTRACTOR'S expense a language translation service such as Language Line to communicate with LEP individuals.

## **2.18 Fares; Fare Collection; On-Board Pass Sales; Credit Card and ATM Payment**

All fares of any kind or character to be paid by LAKE TRANSIT patrons shall be established by LTA. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service. Patrons will pay cash fares in the exact amount due for their appropriate fare classification. Fares shall be deposited by patrons in the fareboxes provided by LTA with each vehicle. Drivers shall sell punch card passes on board the bus for the exact cash payment amount required. The cash payment shall be deposited by the customer into the farebox. CONTRACTOR will collect, or otherwise process in the manner directed by LTA, all non-cash fares (transfers, passes and like). All fares collected are the sole property of LTA.

CONTRACTOR shall receive payment from patrons utilizing credit cards and ATM cards accepted by LTA using contactless card validators in accordance with procedures specified by LTA.

CONTRACTOR shall count and keep fares under appropriate security, and shall reconcile fare revenues to passenger activity. All counting of fares will be subject to video surveillance. All fare accounting shall be in accordance with procedures to be proposed by the CONTRACTOR and subject to LTA approval. Fare revenue shall be deducted as a credit on CONTRACTOR'S monthly invoice, or LTA may require CONTRACTOR to issue a weekly or monthly check to LTA equal to fare revenues collected. LTA reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

## **2.19 Pass and Ticket Sales**

CONTRACTOR'S office staff shall sell tickets and passes to bus patrons and community organizations, and invoice and receive payment for LTA services in accordance with procedures specified by LTA. Credit accounts shall be approved by LTA. Initially, there will be up to 70 pass sales credit accounts.

CONTRACTOR shall distribute tickets and passes, and collect revenue from up to twelve community retail outlets on a monthly basis. CONTRACTOR shall provide accurate information regarding passes and tickets to transit system patrons, community organizations, and retail outlet personnel.

## **2.20 Books; Records; Reports**

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for LTA under this AGREEMENT on file for at least three (3) years following the date of final payment to CONTRACTOR by LTA. Original documents or certified copies shall be maintained locally. CONTRACTOR shall propose methods and procedures for approval by LTA for storage, maintenance, and retrieval of electronic data if used to meet the requirements of this section.

Any duly authorized representative(s) of LTA shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to LTA representative(s) for such access and inspection. Further, any duly authorized representative(s) of LTA shall be permitted to observe and inspect any or all of CONTRACTOR'S facilities and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, LTA's representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record and report to the LTA on a quarterly basis all accounting data for the LAKE TRANSIT operation in accordance with Section 99243 of the California Public Utilities Code, as is now in force or may hereafter be amended. All worksheets and detail information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to LTA within one month after the close of the applicable quarter.

CONTRACTOR shall collect, record and report all operational data required by the LTA in a format approved by the LTA. Such data shall include, but not be limited to, statistics required under the California Transportation Development Act, as amended; statistics required by the Federal Transit Administration under the Section 5310, 5311, and 5311(f) grant programs; passenger count data by fare category, vehicle hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boardings and dial-a-ride passenger no-shows.

Information concerning vehicle activity shall be collected daily on the demand response driver's log, route driver's report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by LTA, and shall be summarized daily on the Daily Operations Summary.

The Daily Operations Summary shall be compiled into weekly, monthly, quarterly and annual reports; and shall provide data according to the individual routes, modes and total system. Individual totals shall be provided for peak hour services, weekdays, and, if needed, evenings, Saturdays and Sundays.

Daily logs, reports and summaries shall be available for LTA review at the Lamkin-Sanchez Transit Operations Center by 3 p.m. of the next business day following data collection. If requested, the daily summary shall be made available by close of business the following day.

Weekly reports shall be e-mailed to LTA by Tuesday of the following week, and monthly reports shall be e-mailed to LTA no later than the 10<sup>th</sup> of the following month.

Quarterly reports shall be compiled on a year-to-date cumulative basis and shall be submitted within 30 days after the close of the applicable quarter.

## **2.21 System Promotion**

LTA shall direct LAKE TRANSIT system promotion and advertising, provide or pay for all advertising and promotional materials, and authorize all promotional activities. CONTRACTOR shall be responsible to prepare and carryout an annual schedule of community based promotional activities on behalf of the LTA.

CONTRACTOR shall prepare and submit a preliminary annual schedule within 30 days following the effective date of this Agreement. The schedule shall be updated monthly so as to coincide with LTA Board Meetings, and each May for the following fiscal year. Community based promotional activities may include such activities as operation of a booth at the Lake County Fair, presentations to Senior Citizen Centers or to schools, training of trainers for employers or other user groups, and participation in parades. The promotional schedule shall be prepared cooperatively with and approved by the LTA Transit Manager.

CONTRACTOR also shall dispense LAKE TRANSIT information publications, respond to patron requests for information, act as a liaison and provider of system promotion information with and to community agencies and groups, and do all other things to assist and support LTA's advertising and public information efforts.

CONTRACTOR shall make available needed equipment and personnel at no cost or expense to LTA, except that LTA shall compensate CONTRACTOR for (1) vehicle operations in accordance with Section 2.4 herein above, and (2) extraordinary personnel and other expenses authorized in writing in advance. It is anticipated that most promotional activities will be staffed by salaried personnel or personnel involved in vehicle operations. Extraordinary personnel expense will include expenses for the use of hourly personnel for whom compensation is not provided in the contract fixed monthly or hourly rates.

## **2.22 System Recommendations**

CONTRACTOR shall continually monitor LAKE TRANSIT operations, facilities and equipment and shall, from time-to-time and as warranted, advise LTA and make recommendations to it upon observed deficiencies and needed improvements. LTA shall retain all authority, however, to make determinations and to take action on such recommendations.

## **2.23 Emergencies; Natural Disasters**

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist LTA in ameliorating such incidents. To the extent LTA requires CONTRACTOR to provide such emergency services and facilities, CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate LAKE TRANSIT herein above contained. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and LTA following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.



### **3. CONTRACTOR DUTIES AND RESPONSIBILITIES - MAINTENANCE**

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance and repair of LTA vehicles, equipment, and facilities. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary and generally accepted within the public transportation industry as being an integral element of operating a fixed-route and/or demand response public transportation system of a kind and character such as the LAKE TRANSIT public transit system.

#### **3.1 Maintenance - General**

CONTRACTOR shall be responsible for the maintenance and repair of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of LAKE TRANSIT in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer recommended maintenance and repair procedures and specifications, as well as with the applicable requirements of any federal or state statute. In this regard, CONTRACTOR shall provide all labor, lubricants, solvents, repairs, parts, supplies, maintenance and repair tools and equipment, service facilities and such other components, facilities and services which may be required to fulfill its maintenance and repair responsibilities, at CONTRACTOR'S sole cost and expense.

#### **3.2 Vehicles; Equipment**

By execution of this AGREEMENT, CONTRACTOR acknowledges receipt of the vehicles and equipment listed in EXHIBIT "D" - LTA VEHICLES; EQUIPMENT, and that each and every item has been received in good working condition. In the event that LTA provides CONTRACTOR with additional buses and/or equipment at future times, EXHIBIT "D" shall be amended in the manner provided hereinabove for amendments to this AGREEMENT and CONTRACTOR shall acknowledge receipt of such additional items upon their delivery to it. Upon termination of this AGREEMENT, CONTRACTOR shall return all LTA-owned equipment to LTA, with no deferred maintenance, repair or damage, less reasonable wear and tear.

#### **3.3 Maintenance and Operations Facility**

CONTRACTOR shall establish its operations and maintenance headquarters for LTA at the Lamkin-Sanchez Transit Operations Center located at 9240 Highway 53 in Lower Lake, California. CONTRACTOR shall utilize and maintain the facility in accordance with the attached EXHIBIT G, OPERATIONS AND MAINTENANCE FACILITY USE AGREEMENT. Except for items expressly identified to be provided and/or maintained by LTA, the CONTRACTOR shall equip the facility with all tools and equipment necessary for maintenance and repair of LTA vehicles in accordance with this AGREEMENT. All out-of-service LTA vehicles on CONTRACTOR'S premises shall be stored at all times either within an enclosed, paved garage, or within a paved, fenced and security lit outside storage area.

#### **3.4 Maintenance Management**

CONTRACTOR shall designate and provide the services of a qualified Maintenance Supervisor, subject to the approval of LTA. This individual may be the lead mechanic and shall be assigned to LTA maintenance and repair operations on a full-time basis. The Maintenance Supervisor shall provide maintenance and repair scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR maintenance and repair duties and responsibilities.

The Maintenance Supervisor shall be a certified journeyman mechanic, and shall have a minimum of three years journeyman level experience in the automotive repair trade including at least one year experience working with small and medium size transit vehicle engines, air conditioning systems, and wheelchair lifts, as well as experience in directing the work of other maintenance and repair personnel.

Should the services of the Maintenance Supervisor become no longer available to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to LTA for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Maintenance Supervisor, unless CONTRACTOR is not provided with such notice by the departing employee. LTA shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Supervisor.

### **3.5 Maintenance and Repair Technical Training**

CONTRACTOR shall provide technical training of maintenance and repair personnel necessary to ensure a consistent level of current, thorough knowledge in the maintenance and repair of the several types of vehicles used in fixed route and demand response service, including air conditioning systems, wheelchair lifts, electronically controlled engines and transmissions, and other ancillary equipment.

### **3.6 Daily Vehicle Servicing**

CONTRACTOR shall perform daily vehicle servicing on all LTA vehicles used in revenue service. For purposes of this AGREEMENT, daily servicing will include, but not be limited to, fueling; engine oil, coolant, water and transmission fluid check/add; farebox vault pulling and replacement; wheelchair lift check; brake check; light and flasher check; interior sweeping and dusting; exterior and interior visual inspection; and check of all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention. CONTRACTOR shall develop, implement and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist will be utilized and kept on file for LTA and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

### **3.7 Vehicle Cleaning**

CONTRACTOR shall maintain LTA vehicles in a clean and neat condition at all times. A record of interior and exterior vehicle washing shall be maintained in the Maintenance Supervisor's office, or other designated maintenance shop location.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week (or more often to maintain a clean, sanitary interior), including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease, dirt and graffiti shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery shall be repaired immediately upon discovery. Destination sign interior glass shall be cleaned as necessary to maintain a clean appearance and maximize visibility.

Exteriors of all LTA vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include bus body,

all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Buses shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

### **3.8 Preventive Maintenance**

CONTRACTOR shall document and submit a preventive maintenance program for review and approval by LTA within thirty (30) days of the effective date of this AGREEMENT. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any LTA vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause for deferred maintenance and repair in specific instances where CONTRACTOR'S employees or LTA representatives observe that maintenance and repair is needed in advance of schedule.

CONTRACTOR shall not defer maintenance and repair for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance and repair without prior written consent of LTA. CONTRACTOR shall adjust the work schedules of employees as necessary to meet all scheduled services and complete preventive maintenance and repair activities according to the schedule approved by LTA.

### **3.9 Vehicle Repair**

All repairs to LTA vehicles shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required.

CONTRACTOR shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. CONTRACTOR shall assure LTA that required repairs shall not be deferred beyond a reasonable time.

Preventive maintenance and repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources.

CONTRACTOR shall be familiar with vehicle and equipment warranties, shall comply with all warranty provisions in the conduct of its maintenance and repair functions, and shall monitor warranty repairs to take full advantage of warranty service and to evaluate defects as potential fleet wide defects needing manufacturer correction.

### **3.10 Engine, Transmission and Differential Overhaul**

CONTRACTOR shall be responsible to monitor the condition and performance of vehicle engines, transmissions and differentials so as to maximize useful life and avoid costly catastrophic failures. As a minimum, the CONTRACTOR's monitoring program shall consider miles accumulated; fuel, oil, transmission fluid, and differential oil consumption trends; loss of power; and erratic performance. In addition, CONTRACTOR shall perform a laboratory analysis of engine oil at every oil change, laboratory analysis of transmission fluid and differential oil

every 4 months, or when necessary to assist in the diagnosis of a mechanical problem. The monitoring program will provide the basis for recommending scheduled overhaul of engines and transmissions.

If CONTRACTOR determines that an engine, transmission or differential unit needs to be overhauled or replaced, CONTRACTOR shall notify LTA in writing detailing the reasons for such a determination. The determination shall include detailed findings of tests, oil analysis or consumables data that support the conclusion. After inspection, LTA may direct CONTRACTOR in writing to proceed with the recommended work.

Engine, transmission and differential overhaul shall be performed by a factory authorized repair shop, approved by LTA in advance of work, using only OEM parts and OEM minimum overhaul standards. LTA will reimburse CONTRACTOR only for actual costs incurred for engine, transmission and differential work accomplished following the above guidelines. If LTA determines that such work was a result of poor maintenance and repair performance, failure to monitor overhaul criteria, neglect or abuse by CONTRACTOR, LTA will not be liable for any costs. CONTRACTOR must submit a detailed invoice to LTA for all such work.

CONTRACTOR shall be responsible for the cost of labor to remove and replace engines, transmissions and differentials. In addition, during an overhaul or when engine, transmission and/or differential is removed, CONTRACTOR, at their expense, shall cause ancillary parts to be replaced, including all cooling hoses, engine and transmission mounts, drive belts, and rebuild or replace the radiator. Also, CONTRACTOR shall be responsible to assess all other components, lines, hoses or systems. Those items determined to have never been replaced or found not to meet the OEM minimum standards for serviceability shall be rebuilt or replaced to minimum OEM specifications at the time of the overhaul.

CONTRACTOR shall remain responsible for all costs related to repair or replacement of engine driven parts such as generators, hydraulic pumps, water pumps, engine driven fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air conditioning compressors, vacuum pumps, starter motors and turbochargers. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of transmission related parts such as oil coolers, external oil lines, external filters, external linkage modulators, external speedometers, "driven" gears or sensors, neutral start switches and temperature sensors. CONTRACTOR shall also remain responsible for all costs related to repair or replacement of differential related parts such as rear axle housing, bearings, shafts and seals.

### **3.11 Parts Inventory**

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle down-time and ensure that peak vehicle requirements are met.

### **3.12 Tools and Equipment**

All tools and equipment used for LAKE TRANSIT maintenance and repair, except for small hand tools provided by CONTRACTOR'S employees, shall be provided and maintained by CONTRACTOR.

### **3.13 Vehicle Towing**

In the event that towing of any LTA vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.

### **3.14 Maintenance and Repair Records and Reports**

CONTRACTOR shall prepare, maintain, make available to LTA and reduce to written form, records and data relative to vehicle and vehicle accessory maintenance and repair, and radio system maintenance. Maintenance and repair records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of LTA to enable it to accurately evaluate CONTRACTOR'S maintenance and repair performance and the operating expense associated with various LTA vehicles and equipment.

Records of all maintenance, repair and inspections shall be made available to LTA, the California Highway Patrol and/or such other regulatory agencies with jurisdiction when requested. Original copies of all such records shall remain on file at all times at the CONTRACTOR's local facility in Lake County. CONTRACTOR shall retain said records for a period of three years after the conclusion of the contract term. Said records may be prepared and maintained in an electronic format approved by LTA. LTA maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of maintenance and repair work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery. CONTRACTOR shall transport any or all vehicles to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by LTA or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

CONTRACTOR shall prepare maintenance and repair records and reports in a form and according to a schedule approved by LTA. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklists.
- Bus cleaning/washing log.
- Repair orders and work orders, including cost analysis, for all maintenance and repair inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Roadcall reports, or work orders, for each roadcall identifying date and time, vehicle number, problem and mileage of vehicle.
- Oil analysis reports for each 6,000 mile interval of vehicle operation.
- Monthly summary to be attached to CONTRACTOR'S invoice listing each vehicle, vehicle mileage, vehicle miles since last preventive maintenance and repair inspection, vehicle fuel and lubricants consumption, and vehicle roadcalls.
- Quarterly fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle

year-to-date maintenance and repair cost and cost per mile; route service total roadcalls and miles per roadcall; demand response total roadcalls and miles per road call; major component overhauls, rebuilds and replacements by vehicle; and CONTRACTOR'S summary of maintenance and repair problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

### **3.15 Emissions Control Programs**

CONTRACTOR shall be responsible to administer a Smog Check program of LTA gasoline powered vehicles and administer the testing for the California Air Resources Board Clean Fleet Program. CONTRACTOR shall cooperate with LTA in the scheduling of emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

### **3.16 Fuel**

CONTRACTOR shall provide fuel required in the operation of LTA vehicles. Fuel shall be supplied in accordance with engine manufacturer recommendations and in full compliance with all applicable state and federal requirements. CONTRACTOR shall purchase fuel at or below the card lock rates available to CONTRACTOR, as LTA services provider, through the County of Lake or other government fuel-purchasing contract made available to CONTRACTOR.

CONTRACTOR shall be responsible, on behalf of LTA for LAKE TRANSIT public transit operations, to obtain state and federal tax exemptions applicable to the purchase and consumption of fuel for use in public transit vehicles. In this regard, CONTRACTOR shall obtain required permits and administer fuel transactions in a manner that fully complies with all applicable state and federal requirements.

CONTRACTOR shall provide a monthly report to LTA detailing gallons dispensed and miles per gallon for each LTA vehicle for the previous month and for the year-to-date.

### **3.17 Bus Stop Cleaning and Maintenance**

CONTRACTOR, or subCONTRACTOR(s) designated by CONTRACTOR, shall maintain LAKE TRANSIT bus stops that are equipped with shelters and/or benches in a clean and safe condition at all times. Vehicle operators shall be instructed to spot check and remove litter from shelters and benches as time allows, and to report cleaning, maintenance and repair needs immediately to the operations office.

CONTRACTOR shall establish and maintain a regular cleaning and inspection schedule and log for bus stops equipped with shelters and/or benches. Shelters and surrounding areas shall be thoroughly cleaned and inspected bi-weekly, or more often as needed to maintain a clean and inviting appearance. Benches and surrounding areas shall be thoroughly cleaned and inspected at least monthly. A thorough cleaning and inspection shall include removal of litter and emptying of trash receptacles (if so equipped); high pressure washing of shelters, benches, trash receptacles, and concrete pad or sidewalk area immediately in front of and within 10 feet of the shelter, bench, and trash receptacle; removal of graffiti; and a post-cleaning inspection of the shelter and/or bench to determine maintenance needs, identify and mitigate potential safety hazards, and make minor on-the-spot repairs such as tightening of bolts or screws.

CONTRACTOR shall be responsible to obtain any required authorizations or permits to work on private property or in the public right-of-way while cleaning and maintaining shelters, and for any liability or damage incurred in the course of cleaning and maintaining shelters and/or benches.

### **3.18 Bus Stop Shelter and Bench Repair**

All repairs to LTA benches and shelters shall be performed by CONTRACTOR or by other vendors and suppliers designated by the CONTRACTOR. Repairs shall include, but not be limited to, work to correct loss or damage, including vandalism; adjustments due to normal wear and tear; and rebuilding or replacement of components. All repair parts shall be as provided by original manufacturer or of equal or better quality.

CONTRACTOR shall be responsible to monitor the condition of LAKE TRANSIT shelters and benches so as to remove hazards and perform repair work expeditiously in response to identification of problems by drivers, other staff members, LTA, or the public. Repair work shall be conducted as soon as practicable upon learning that such work is required. In the event that the condition of a shelter or bench presents a hazard and immediate repairs are not possible, CONTRACTOR shall take steps to remove or mitigate the hazard, including, if necessary, removal of the shelter or bench to a storage, repair or disposal location.

### **3.19 Communications System**

On behalf of LTA, CONTRACTOR shall operate the two-way radio system licensed to LTA under call sign WPMN812 in compliance with all applicable federal statutes, regulations, and licensing conditions. CONTRACTOR shall be responsible for all maintenance and repair required to maintain in accordance with manufacturer and FCC requirements the base station located at the Lamkin-Sanchez Operations Center and handheld or vehicle mounted mobile radios.

CONTRACTOR shall be responsible to provide any cellular phones used by CONTRACTOR staff, and shall be responsible for the appropriate use, airtime and other charges or expenses related to the use of cellular phones

LTA may provide vehicle mounted cellular network data devices for use by the CONTRACTOR to monitor vehicle location and provide operating data. Airtime or other approved charges related to the use, maintenance, or repair of said data devices shall be passed through to LTA. Said devices will be used only for purposes intended and approved by LTA.

### **3.20 Facilitation of Advertising on Transit Property**

CONTRACTOR shall facilitate the LTA advertising program by providing reasonable access to the advertising services contractor for installation and removal of vinyl advertising materials. CONTRACTOR will inspect the work of the advertising services CONTRACTOR to determine whether or not vehicle surfaces are damaged, or advertisements are out of date. CONTRACTOR shall promptly notify LTA of damage, out of date advertisements, or other problems that may arise from time to time.

**EXHIBIT C**

**AGREEMENT - MANAGEMENT AND OPERATION  
OF THE LAKE TRANSIT AUTHORITY SYSTEM**

**APPROVED AMENDMENTS**



**Exhibit D**  
**Lake Transit Authority**  
**Agreement - Operations and Maintenance - Lake Transit System**  
**Equipment**

Fleet No.	Acquired	Model Year	Model	Chassis	Vehicle Identification Number	Ambulatory Capacity	Wheel-chair Capacity	Fuel	Mileage 1/31/25	Original Source of Funding	Scheduled Replacement Date	Engine Replacement Mileage	Transmission Replacement Mileage
1303	May-13	2013	Glaval Universal 22'	Ford	1FDFE4FSXDDA20617	12	4	Gasoline	148,836	PTMISEA	25/26		135,776
1501	Dec-15	2015	Glaval Legacy 35'	Cummins FRT	4UZADRDU2GCHK9540	29	2	Diesel	246,520	5311(f)	25/26		
1502	Dec-15	2015	Glaval Legacy 35'	Cummins FRT	4UZADRDU6GCHK9539	29	2	Diesel	278,452	5311(f)	25/26		
1601	Dec-16	2017	Glaval Legacy 32'	Cummins FRT	4UZADRDU9HCJC8216	27	3	Diesel	158,527	PTMISEA	26/27		
1602	Dec-16	2017	Glaval Legacy 32'	Cummins FRT	4UZADRDU0HCJC8217	27	3	Diesel	331,568	PTMISEA	26/27		
1703	Jun-17	2017	Goshen Impulse 26'	Ford	1FDFE4FS8HDC33541	18	2	Gasoline	265,969	PTMISEA	26/27		
1707	Jun-17	2017	Goshen Impulse 26'	Ford	1FDFE4FS2HDC36404	18	2	Gasoline	269,226	PTMISEA	26/27		
1708	Jun-17	2017	Goshen Impulse 26'	Ford	1FDFE4FS8HDC36407	18	2	Gasoline	265,883	PTMISEA	26/27		
1709	Oct-17	2016	Mobility Venture MV-1	Ford	57WMD2C68GM100346	6	2	Gasoline	82,422	CalOES	27/28		
1710	Oct-17	2016	Mobility Venture MV-2	Ford	57WMD2C61GM100432	6	2	Gasoline	65,009	CalOES	27/28		
1712	Oct-17	2017	Glaval Legacy 32'	Cummins FRT	4UZADRFD3JCJT5539	27	3	Diesel	215,658	PTMISEA	27/28		
1713	Oct-17	2017	Glaval Legacy 32'	Cummins FRT	4UZADRFD1JCJT5538	27	3	Diesel	254,308	PTMISEA	27/28		
1801	Nov-18	2019	Glaval Legacy 32'	Cummins FRT	4UZADRFDXKCKY3513	27	3	Diesel	208,308	5339	27/28		
1901	May-19	2018	Transit Works T350 Van	Ford	1FBZX2CM9JKB31600	7	1	Gasoline	144,094	PTMISEA	28/29		
1902	May-19	2019	Starcraft Starlite 20'	Ford	1FDES6PM2JKB43562	7	3	Gasoline	129,737	PTMISEA	28/29		
1903	May-19	2019	Starcraft Starlite 22'	Ford	1FDRS8PM6HKB51736	11	2	Gasoline	165,677	PTMISEA	28/29		
1904	Dec-19	2019	Glaval Commute 21'	Ford	1FDES6PM6KKB48491	8	2	Gasoline	131,553	PTMISEA	28/29	109,720	
1905	Dec-19	2019	Glaval Commute 21'	Ford	1FDES6PM7KKB40836	8	2	Gasoline	78,650	PTMISEA	29/30		
1906	Dec-19	2019	Glaval Commute 23'	Ford	1FDES8PM0KKB17068	11	3	Gasoline	141,761	PTMISEA	29/30		
2101	Jun-21	2020	Glaval Legacy 32'	Cummins FRT	4UZADRFD5NCNE1310	27	3	Diesel	166,549	5339	29/30		
2102	Jun-21	2020	Glaval Legacy 32'	Cummins FRT	4UZADRFD7NCNE1311	27	3	Diesel	148,349	5339	29/30		
2103	Jul-21	2020	Glaval Legacy 32'	Cummins FRT	4UZADRFD0NCNE1312	27	3	Diesel	131,331	5339	29/30		
2401	Apr-24	2024	Starcraft Allstar 25'	Ford	1FDFE4FNXRDD38867	17	2	Gasoline	22,892	5339	2030/31		
2402	Apr-24	2024	Starcraft Allstar 25'	Ford	1FDFE4FN5RDD39215	17	2	Gasoline	22,606	5339	2030/31		
2403	Apr-24	2024	Starcraft Allstar 25'	Ford	1FDFE4FN5RDD39182	17	2	Gasoline	6,126	5339	2030/31		
2404	Apr-24	2024	Starcraft Allstar 25'	Ford	1FDFE4FN6RDD39191	17	2	Gasoline	22,723	5339	2030/31		
2405	Apr-24	2024	Starcraft Allstar 25'	Ford	1FDFE4FN4RDD38864	17	2	Gasoline	30,214	5339	2030/31		
2406	Apr-24	2024	Starcraft Allstar 25'	Ford	1FDFE4FN5RDD39179	17	2	Gasoline	22,129	5339	2030/31		
2407	Apr-24	2024	Starcraft Allstar 25'	Ford	1FDFE4FN5RDD39201	17	2	Gasoline	17,062	5339	2030/31		
<b>TO BE ORDERED IN 2024/25</b>													
	Mar-25	2025	Glaval Legacy 32'	F-550		27	3	Diesel	0	5339			
	Mar-25	2025	Glaval Legacy 32'	F-550		27	3	Diesel	0	5339			
	Mar-25	2025	Glaval Legacy 32'	F-550		27	3	Diesel	0	5339			
	Mar-25	2025	Glaval Legacy 32'	F-550		27	3	Diesel	0	5339			

Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

Video Surveillance System

Quantity	Item	Each	Total
4	8MP 180 Degree Panoramic Outdoor Camera	\$ 1,418	\$ 5,672
1	A-Series IP Network Video Recorder	\$ 4,056	\$ 4,056
1	43" LED Monitor	\$ 340	\$ 340
17	4MP EXIR Turret Camrea with IR & License	\$ 291	\$ 4,947
1	24 PRT/GIG/POE 370W Switch	\$ 492	\$ 492
5	Gen 4 5Ghz Wireless Ethernet Radio Point-to-Point	\$ 567	\$ 2,835
4	Small NEMA 4X Enclosure w/Indus	\$ 906	\$ 3,624
	TOTAL		\$ 21,966
1	MONITOR/MOUSE		

Intrusion System

1	Interlogix RF ready control communicator, LCD keypad	\$ 475	\$ 475
2	Interlogix - Additional LCD Keypads	\$ 175	\$ 350
1	Interlogix Supervised aux power supply expander	\$ 325	\$ 325
1	Nema Outdoor Keypad Enclosure	\$ 145	\$ 145
8	GE/Sentrol Industrial-grade steel door sensors	\$ 125	\$ 1,000
10	GE/Sentrol pattern recognition glass break sensors	\$ 175	\$ 1,750
4	Bosch motion sensors	\$ 175	\$ 700
1	Moose MPI-30 40w Exterior Siren Speaker (shop)	\$ 125	\$ 125
	Interior alarm sounder, telephone interface, control transformer		Included
	Backup batteries		Included
	TOTAL		\$ 4,870

Access Control System

1	Interlogix Access Control System & Card Reader Stations (3)	\$ 2,860	\$ 2,860
100	Interlogix Key Fob Card Credentials	\$ 4.50	\$ 450
3	Magnetic Door Locks	\$ 445	\$ 1,335
3	Sentrol Request to Exit Buttons	\$ 125	\$ 375
1	Power supply with backup battery	\$ 175	\$ 175
	TOTAL		\$ 5,195

Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

RADIO EQUIPMENT AND CAMERA UNITS

<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Number</u>
1 Radio System Base Unit	Motorola	Desk Trac	154SWN0292
1 Mobile Radio	Motorola	Radius m-1225 LS	
1 PA system amplifier		PBM30	
1 PA system outdoor spkr		SPC30RT	
1 Gooseneck Mic		MHL5S	

<b>Vehicle Radios and Camera Systems</b>				
<b>Veh #</b>	<b>Radio #</b>	<b>Make</b>	<b>Camera System Number</b>	<b>Camera System Type</b>
1303	B3100544	Kenwood	4220800146	REI
1501	B5B10866	Kenwood	4775800248	REI
1502	B5B10844	Kenwood	4775800848	REI
1601	B6910709	Kenwood	5230700177	REI
1602	B6110219	Kenwood	5230700171	REI
1703	B7510610	Kenwood	5230700221	REI
1707	B7510809	Kenwood	5230700102	REI
1708	B7510327	Kenwood	5116800096	REI
1709	B7810138	Kenwood	Not Installed	
1710	B7810137	Kenwood	Not Installed	
1712	B7410054	Kenwood	5427300321	REI
1713	B7410053	Kenwood	5427300429	REI
1801	B7710665	Kenwood	56576200698	REI
1901	B7810140	Kenwood	Not Installed	
1902	B7710690	Kenwood	5676200523	REI
1903	B7810139	Kenwood	5676200671	REI
1904	B7710639	Kenwood	5861501632	REI
1905	B7710661	Kenwood	5861501152	REI
1906	B7710663	Kenwood	5791500439	REI
2101	B7710638	Kenwood	6067002839	REI
2102	B7810138	Kenwood	6067004274	REI
2103	B7710687	Kenwood	6067004277	REI
2203	B7510606	Kenwood	Not Installed	
2401	B7710655	Kenwood	6296201582	REI
2402	B7510326	Kenwood	6296200905	REI
2403	B7510608	Kenwood	6296200582	REI
2404	B7510228	Kenwood	6296200456	REI
2405	B7710651	Kenwood	6296200054	REI
2406	B9511122	Kenwood	6296200555	REI
2407	B9511121	Kenwood	6296200109	REI

Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

Quantity	Year Purchased	Description
<b>Vehicle Maintenance Equipment</b>		
1	2004/05	Overhead Fluid equipment and pumps
1	2016/17	Trailer Mounted Pressure Washer
8	2019/20	SEFAC SW3 9 Ton Wireless lifts
<b>Conference Room Furniture</b>		
6	2012/13	60x24 Tables
50	2012/13	Chairs
<b>Other</b>		
1	2015/16	Picnic Table
<b>Shelters &amp; Benches*</b>		
4	2004-2008	Aluminum Shelter w/bench
27	2010-Present	Tolar Perforated Steel Shelters w/bench
5	1999/2000	Bench - recycled plastic and steel
8	2010/2011	Tolar Bench - strap steel
*Detailed list to be provided prior to execution of contract		

Exhibit D  
 Lake Transit Authority  
 Agreement - Operations and Maintenance - Lake Transit System  
 Equipment

**COMPUTER EQUIPMENT**

<u>MFG</u>	<u>MODEL</u>	<u>SERVICE TAG</u>	<u>ESC</u>	<u>PURCHASED</u>	<u>USER</u>	<u>PROC</u>	<u>RAM</u>	<u>HDD</u>	<u>OPTICAL</u>	<u>NIC</u>	<u>O/S</u>
DELL	POWEREDGE T620	7NZCRW1	7NZCRW1	Feb-13	Admin LAKE RM2 (Routematch)	Xeon E5-2643 3.3	16.0GB	146GB x 8	DVD +/-RW	GB	Server 2008 STD
DELL	OPTIPLEX 7010	7ZXGRW1	174-100-024-81	Feb-13	Web Portal for AVL (Dispatch)	Dual Core i3	4.0GB	500GB	DVD ROM	GB	W7PRO
SONY	KDL40EX640 40" MONITOR			Feb-13	Web Portal Display for AVL (Dispatch)						
SMT 750	Power Supply	APC SMART	AS11711855	Feb-13	Admin						

**EXHIBIT E**

**Agreement - Management And Operation Of the Lake Transit System**

**LAKE TRANSIT RIDERS GUIDE AND BROCHURES**

*For the most current Rider's Guide, please refer to the Lake Transit Authority website:*

*[www.laketransit.org](http://www.laketransit.org)*

*For the best maps and schedules, click on the "Print Route Map" link below the name of the route on each individual route page. These are exact duplicates of the paper Rider's Guide.*

*Draft copies of the Rider's Guide will be mutually reviewed and approved prior to publication and posting on the website.*

## EXHIBIT F

### DIAL-A-RIDE POLICIES, STANDARDS, CRITERIA Revised 10-05-2005

DESCRIPTION	POLICY, STANDARD, OR CRITERIA
<b>SERVICE AREA BOUNDARIES</b>	
BOUNDARIES: for Clearlake Dial-A-Ride:	Clockwise beginning at intersection of Lakeshore Drive and San Joaquin Avenue (Gooseneck Point), then as follows: San Joaquin Avenue, Country Club Drive, East Lake Drive, Burns Valley Road, Clearlake City Limit, State Route 53, La Rosa Plaza at S.R. 53 and Ogulin Canyon Road, S.R. 53, Hayes Avenue, Eureka Avenue, Chateau Avenue, Emile Avenue, Davis Avenue, Parker Avenue alignment, Cache Creek, <i>Herndon Creek, Bonham Road, Morgon Valley Road, S.R. 29, Bell Park Avenue, Suzan Drive, Bell Avenue (including Bell Circle North and Bell Circle South), S.R. 29, Lee Barr Drive, Kugelman Street, S.R. 53, Anderson Ranch Parkway, S.R. 53</i> , Clearlake City Limit along Cache Creek and Clear Lake, continuing to Gooseneck Point (Lakeshore Drive and San Joaquin Avenue). Lower Lake area boundaries are in italics. Notwithstanding the above, Dial-A-Ride coverage shall be expanded so as to be available each Friday, excluding holidays, to any ADA paratransit eligible individual at any accessible location within the City of Clearlake limits.
BOUNDARIES: for Lakeport Dial-A-Ride:	Clockwise beginning at intersection of Robin Hill Drive and Lakeshore Drive, then as follows: Lakeshore Drive, shore of Clear Lake, Mission Rancheria Road, Soda Bay Road, Highland Springs Road, Sky Park Drive, Workright Circle, Matthews Road, George Road, Highway 175, Parallel Drive, Todd Road alignment, Lakeport City Limit, Scotts Valley Road to a point 1/4 mile west of S.R. 29, continuing 1/4 mile west of S.R. 29 alignment, to Robin Hill Drive alignment, ending at intersection of Robin Hill Drive and Lakeshore Drive.
<b>HOURS OF OPERATION</b>	
Dial-A-Ride Hours	Mon. – Fri.: 7:00 a.m. to 6:00 p.m. (First pickup to last drop-off) Sat.: 8:30 a.m. to 4:30 pm. (First pickup to last drop-off)
Paratransit Hours	With a prior day reservation for an eligible trip, service shall be provided to ADA certified eligible individuals during the same hours that fixed route service is available in the area.

**DIAL-A-RIDE  
POLICIES, STANDARDS, CRITERIA  
Revised 10-05-2005**

<b>DESCRIPTION</b>	<b>POLICY, STANDARD, OR CRITERIA</b>
<b>SERVICE LEVEL STANDARDS</b>	
Demand-Response Wait Time:	50% of passengers picked up within 30 minutes 100% of passengers picked up within 60 minutes
Reservation Policy	Reservations may be made one to seven days prior to the day of service. Trips scheduled on the same day will be counted as demand-response trips.
Subscription Reservation Policy	Subscription "standing" reservations are accepted, but may not consume more than 50% of the available Dial-A-Ride capacity during any given hour of operation.
Reservation Reliability	Ninety percent (90%) of reservation trips will be served within a 30 minute window (plus or minus 15 minutes from the recorded reservation time)
Paratransit Reservation Guarantee	Paratransit service for ADA eligible and certified individuals shall be provided within one hour of the requested pickup or drop-off time, as appropriate, in response to a request for service made the previous day or up to seven days in advance.
Ride-Time (the elapsed time between passenger pickup and drop off):	75% of passengers dropped off within 30 minutes 100% of passengers dropped off within 60 minutes
No-Show Ratio	On average, there will be less than one no-show per 20 passenger trips.
Point of Service	Service shall be curb-to-curb unless door-to-door service is requested by an elderly or disabled passenger.
Carry-On Items	Assistance is available to elderly and disabled passengers. Limit of 4 packages of up to 25 lbs. each.
<b>FARES</b>	
General Public:	Not Applicable
Senior Citizens	\$\$2.50
ADA/Disabled	\$2.50
ADA Companion	\$2.50 (must have same origin & destination as ADA passenger.
ADA Attendant (PCA)	Free
Children	Up to 2 children, age 5 or under, per accompanying adult: Free



# EXHIBIT G

## AGREEMENT - MANAGEMENT AND OPERATION OF THE LAKE TRANSIT AUTHORITY SYSTEM

### Operations and Maintenance Facility Use Agreement

This Operations and Maintenance Facility Use Agreement ("Facility Agreement") is entered into as a condition of the Lake Transit System Management and Operation Agreement between Lake Transit Authority (LTA) and Parking Concepts, Inc. dba Transportation Concepts (CONTRACTOR) and is incorporated therein and shall be for the same term.

Premises: LTA hereby agrees to allow CONTRACTOR to utilize the Operations and Maintenance Facility and adjacent yard areas located at 9240 Highway 53 and illustrated on the attached site plan.

Delivery of Premises: LTA shall deliver to CONTRACTOR a facility and yard area which shall be clean and in an acceptable physical condition for use for the purpose intended and the CONTRACTOR shall agree to assume all responsibility for the continued maintenance of the described areas in a condition not less than that which the areas were in at the time of commencement of this Agreement.

Improvements: The LTA shall retain control, ownership and approval rights to all CONTRACTOR-installed improvements. At the expiration of the Agreement, CONTRACTOR shall revert all claim and title to CONTRACTOR improvements to the LTA. These improvements are classified as improvements that are, in some manner, attached to the physical structure of the Operations and Maintenance Facility and would result in cosmetic or structural damage to the Operations and Maintenance Facility upon their removal. In the event CONTRACTOR wishes to retain possession of any such improvement upon expiration of this Agreement, CONTRACTOR shall be liable for all costs necessary to restore the affected area or areas to the original condition agreed upon at the commencement date of the Agreement. The method of repair shall be at the sole discretion of the LTA.

Condition of Premises During and at Expiration of Agreement: CONTRACTOR shall, along with the LTA's Transit Manager, inspect and agree upon the condition of the Operations and Maintenance Facility and yard area at the inception of the Lake Transit System Management, Operations, and Maintenance Services Agreement. An exit inspection of the Operations and Maintenance Facility and yard area shall be conducted at the expiration of the Contract to determine the extent of repair or refurbishment required to return the Operations and Maintenance Facility and yard area to their original condition as agreed upon at the beginning of the Contract allowing for normal wear experienced during the term of the Contract.

Facility Cleaning and Maintenance: The CONTRACTOR shall maintain the office areas, meeting rooms, restrooms, maintenance shop, and all yard areas in a clean, neat,

professional manner; and shall be solely responsible for all routine cleaning, maintenance, and trash removal, except that LTA shall pay for routine landscape maintenance as a pass-through expense.

Facility Equipment and Systems Maintenance: The CONTRACTOR shall document and submit a preventive maintenance program for the Operations and Maintenance Facility within 60 days following the effective date of this agreement. The CONTRACTOR's preventive maintenance program shall adhere to the recommended preventive maintenance schedules and applicable warranty requirements for all facility-related equipment and systems, including lighting, plumbing, electrical and mechanical equipment and systems such as HVAC, wastewater filtration, fluid delivery, hydraulic lift, overhead door, fire suppression, video surveillance, public address, and alarm systems.

Facility Repairs: The CONTRACTOR shall be responsible to monitor the condition of the Operations and Maintenance Facility. When repairs are needed to correct loss or damage, or to correct for normal wear and tear, the CONTRACTOR shall perform or designate suppliers to perform all repairs costing up to \$500 per occurrence. If the CONTRACTOR determines that repairs will exceed \$500 for a single occurrence, then the CONTRACTOR shall notify LTA with a written description of the repair needed and, if practicable, a repair estimate and recommended course of action. CONTRACTOR shall allow adequate and reasonable time for the Authority to determine the extent of the situation and repair the noted problem or authorize CONTRACTOR to repair the problem, if needed.

The LTA, as the legal owner of the facility, shall assume responsibility for the repair of structural or building-related equipment failures exceeding \$500 per occurrence and not resulting from negligent use or operation of the Facility or the provided equipment by the CONTRACTOR and its employees, agents, or vendors. If repairs are required due to the negligent act or acts of one or more of its employees, agents, or vendors, CONTRACTOR shall be liable for the cost of all repairs required to return the damaged portion of the Operations and Maintenance Facility to a condition acceptable to LTA management. CONTRACTOR shall notify the LTA Transit Manager of the damage. The LTA Transit Manager will assess the extent of the damage and direct the needed repairs.

Hazardous Materials Program: The CONTRACTOR shall develop and actively maintain a Hazardous Materials Handling, Disposal, and Monitoring system including a regularly scheduled safety and training program as prescribed by Federal, State, and Local laws and regulations. Records regarding the purchase, storage, and disposition of hazardous materials shall be maintained as required by Federal, State, and Local laws and regulations. No hazardous material or any Proposition 65 material shall be delivered to or placed within the Operations and Maintenance Facility without a current Material Safety Data Sheet (MSDS) on file in the CONTRACTOR's vehicle maintenance shop area.

Licenses and Permits: The CONTRACTOR assures that all facility licenses and permits are maintained and ensures satisfactory annual inspections.

Utilities: The CONTRACTOR shall be responsible to provide electricity and propane consumed at the facility. LTA will pay for water and sewer service.

Landscape Maintenance: The landscape maintenance shall be provided by a sub-CONTRACTOR that is mutually agreeable to the LTA and CONTRACTOR, and landscape maintenance expense will be paid on a pass-through basis by LTA.

Cultural Resource Protection: The LTA site contains potential cultural resources in the area east of the bus wash and adjacent parking. The approximate area is identified on the attached site plan. CONTRACTOR will avoid digging or other activities that may disturb cultural resources in this area. Normal landscape maintenance such as clearing of native grasses is acceptable and will not disturb the resources.

Trash Removal Service. CONTRACTOR shall maintain trash removal services for disposal of trash generated at the Operations and Maintenance Facility.

## **EXHIBIT H**

**AGREEMENT - MANAGEMENT AND OPERATION  
OF THE LAKE TRANSIT AUTHORITY SYSTEM**

**SUCCESSFUL OFFEROR'S PROPOSAL**

**TO BE ATTACHED HERETO**

**AS EXHIBIT H.**



## LAKE TRANSIT AUTHORITY STAFF REPORT

---

**TITLE:** 2025-2026 Draft LTA Budget

**DATE PREPARED:** May 8, 2025

**MEETING DATE:** May 14, 2025

---

**SUBMITTED BY:** James Sookne, Program Manager

---

**BACKGROUND:**

Attached to this staff report you will find the draft 2025/2026 Lake Transit Authority Budget. This draft provides you the opportunity to see projected revenues and expenditures for the upcoming Fiscal Year. The draft budget typically includes some amounts of estimated carryover, but final amounts will not be available until early July, at which time the budget will be amended to reflect the actual carryover, including any interest.

I would like to point out a few items of interest:

- 1.) The expenses for the operations contract are based on the first-year costs of the new contract between LTA and Transportation Concepts.
- 2.) The projected fare revenues are based on FY 24/25 data with a 5% increase. Staff projected fuel expenditure in the same manner.
- 3.) Based on projected revenues and expenses, staff is projecting a deficit of approximately \$350K, which is significantly lower than the deficit in FY 24/25. Staff is proposing to use a portion of the SB 125 Zero-Emission Transit Capital Program (ZETCP) to balance the budget.

As noted, this is the Draft Budget that is available for discussion, but no action is needed. The Final Budget will be brought back in June for adoption.

---

**ACTION REQUIRED:** None. Informational only.

---

**ALTERNATIVES:** None.

---

**RECOMMENDATION:** None. Informational only.



**LAKE TRANSIT AUTHORITY  
FY 2025/26  
DRAFT BUDGET**

REVENUES	Budget				COMMENTS:
	(Proposed) Adopted: 6/11/25			Estimated Actual	
<b>LOCAL:</b>					
<b>Transportation Development Act (TDA)</b>					
<b>Local Transportation Funds (LTF)</b>					
- 2025/26 Local Transportation Fund (LTF) Estimate	\$ 1,177,378	\$ -	\$ -	\$ 1,177,378	Estimate provided by the Lake APC
<b>Non-TDA Local Funds</b>					
- Passenger Fares	\$ 127,520	\$ -	\$ -	\$ 127,520	Projected fare revenue based on FY 24/25 data
- Intercity Passenger Fares	\$ 154,182	\$ -	\$ -	\$ 154,182	Projected fare revenue based on FY 24/25 data
- Special Transit Fares	\$ 10,500	\$ -	\$ -	\$ 10,500	Projected fare revenue based on FY 24/25 data - includes Medi-links fares
- Auxiliary Transportation Revenues	\$ 76,650	\$ -	\$ -	\$ 76,650	Based on projected FY 24/25 ad revenues
- Route Guarantee - Route 3	\$ 26,400	\$ -	\$ -	\$ 26,400	
<b>Total LOCAL Revenues:</b>	<b>\$ 1,572,630</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,572,630</b>	
<b>STATE:</b>					
<b>Transportation Development Act (TDA)</b>					
<b>State Transit Assistance (STA) Funds</b>					
- 2025/26 NEW Allocation (PUC) section 99313 & 99314	\$ 715,867	\$ -	\$ -	\$ 715,867	Per SCO January 2025 Estimate
Total STA Funds:	\$ 715,867	\$ -	\$ -	\$ 715,867	
<b>State of Good Repair (SGR) Program Funds</b>					
- 2025/26 NEW Allocation (PUC) section 99313 & 99314	\$ 124,152	\$ -	\$ -	\$ 124,152	Per SCO January 2025 Estimate
- SGR Carryover	\$ 337,979	\$ -	\$ -	\$ 337,979	
Total SGR Funds:	\$ 462,131	\$ -	\$ -	\$ 462,131	
<b>Low Carbon Transit Operations Program (LCTOP)</b>					
- 2024/25 - 2025 Bus Stop Enhancement Project	\$ 182,036	\$ -	\$ -	\$ 182,036	
- 2023/24 - Battery Storage System	\$ 185,971	\$ -	\$ -	\$ 185,971	
- 2022/23 - Two Paratransit ZEVs	\$ 173,882	\$ -	\$ -	\$ 173,882	
- 2021/22 - Free Fares for the Summer Cruisin' Program	\$ 12,620	\$ -	\$ -	\$ 12,620	
- 2018/19 - 2021/22 - Electric Vehicle Chargers - Phase 1	\$ 451,368	\$ -	\$ -	\$ 451,368	
Total LCTOP Funds:	\$ 1,005,877	\$ -	\$ -	\$ 1,005,877	
<b>SB 125 - Transit and Intercity Rail Capital Program (TIRCP)</b>					
- Transit Center	\$ 6,208,056	\$ -	\$ -	\$ 6,208,056	
- Hydrogen fuel-cell buses and fueling infrastructure	\$ 1,129,407	\$ -	\$ -	\$ 1,129,407	
Total SB 125 TIRCP Funds	\$ 7,337,463	\$ -	\$ -	\$ 7,337,463	
<b>SB 125 - Zero-Emission Transit Capital Program (ZETCP)</b>					
- Hydrogen fuel-cell buses and fueling infrastructure	\$ 370,593	\$ -	\$ -	\$ 370,593	
- Operations	\$ 623,682	\$ -	\$ -	\$ 623,682	
Total SB 125 ZETCP Funds	\$ 994,275	\$ -	\$ -	\$ 994,275	
<b>Transit and Intercity Rail Capital Program (TIRCP)</b>					
- Transit Center	\$ 144,367	\$ -	\$ -	\$ 144,367	
Total TIRCP Funds:	\$ 144,367	\$ -	\$ -	\$ 144,367	
<b>Total STATE Revenues:</b>	<b>\$ 10,659,980</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,659,980</b>	
<b>FEDERAL:</b>					
<b>FTA 5310 Grant Funds</b>					
- 2023 Grant Award - SA 64AA23-02346	\$ 260,602	\$ -	\$ -	\$ 260,602	
<b>FTA 5311 Apportionment Funds</b>					
- 2025/26 Apportionment - No SA # yet	\$ 572,205	\$ -	\$ -	\$ 572,205	FFY 2025 - Regional Apportionment to LTA
<b>FTA 5311(f) Funds</b>					
- 2025/26 Grant Award - No SA # yet	\$ 558,397	\$ -	\$ -	\$ 558,397	
<b>FTA 5339 Funds</b>					
- 2022 Grant Award - SA 64GC22-02188	\$ 731,024	\$ -	\$ -	\$ 731,024	
<b>Total FEDERAL Revenues:</b>	<b>\$ 2,122,228</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,122,228</b>	
<b>GRAND TOTAL REVENUES</b>	<b>\$ 14,354,837</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,354,837</b>	



**LAKE TRANSIT AUTHORITY**  
**FY 2025/26**  
**DRAFT BUDGET**

**EXPENDITURES**

**COMMENTS**

	Funding Source												Total				
	LOCAL		STATE						FEDERAL								
	Local Transportation Funds	Other Local Funds	STA	SGR	LCTOP	SB 125 TIRCP	SB 125 ZETCP	TIRCP	FTA 5310	FTA 5311	FTA 5311(f)	FTA 5339					
<b>OPERATING EXPENSE</b>																	
- Accounting Services	\$ 6,000															\$ 6,000	
- Legal Services	\$ 15,000															\$ 15,000	
- Operations Contract	\$ 1,056,575	\$ 127,520	\$ 186,725				\$ 124,432			\$ 572,205						\$ 2,067,457	Based on new contract with Transportation Concepts
- Operations Contract - 5311(f) - Route 30	\$ 110,804	\$ 112,617					\$ 132,906						\$ 300,000			\$ 656,326	Based on new contract with Transportation Concepts
- Operations Contract - 5311(f) - Route 40	\$ 43,378	\$ 66,382					\$ 92,805						\$ 258,397			\$ 460,962	Based on new contract with Transportation Concepts
- 5310 Grant																	
- Operations Contract - Medi-links									\$ 116,011							\$ 116,011	
- Lake Links - PYP & VDP									\$ 50,000							\$ 50,000	
- Printing	\$ 10,000															\$ 10,000	
- Promotional Materials	\$ 2,400															\$ 2,400	
- Advertising/Web Site Expenses	\$ 5,000															\$ 5,000	
- Promotional Campaigns/Translation	\$ 2,000															\$ 2,000	
- Fuel		\$ 103,953	\$ 124,432													\$ 228,385	Based on FY 24/25 data + 5%
- Fuel - 5311(f) - Route 30			\$ 132,906													\$ 132,906	Based on FY 24/25 data + 5%
- Fuel - 5311(f) - Route 40			\$ 92,805													\$ 92,805	Based on FY 24/25 data + 5%
- Fuel - 5310 - Medi-links									\$ 20,898							\$ 20,898	Based on FY 24/25 data + 5%
- Facility Maintenance	\$ 40,000															\$ 40,000	
- Rents & Leases - Repeater Sites	\$ 10,000															\$ 10,000	
- Utilities	\$ 10,000															\$ 10,000	
- Fleet Maintenance	\$ 20,403	\$ 9,597														\$ 30,000	
- Operating Fund Reserve							\$ 273,539			\$ 73,693						\$ 347,232	Reserve FTA 5310 & SB 125 Funds to be used in FY 26/
<b>Total OPERATING Expenses:</b>	<b>\$ 1,177,378</b>	<b>\$ 395,252</b>	<b>\$ 715,867</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 623,682</b>	<b>\$ -</b>	<b>\$ 260,602</b>	<b>\$ 572,205</b>	<b>\$ 558,397</b>					<b>\$ 4,303,383</b>	
<b>CAPITAL EXPENSE</b>																	
<b>Low Carbon Transit Operations Program (LCTOP)</b>																	
- 2024/25 - 2025 Bus Stop Enhancement Project					\$ 182,036											\$ 182,036	
- 2023/24 - Battery Storage System					\$ 185,971											\$ 185,971	
- 2022/23 - Two Paratransit ZEVs					\$ 173,882											\$ 173,882	
- 2021/22 - Free Fares for the Summer Cruisin' Program					\$ 12,620											\$ 12,620	
- 2018/19 - 2021/22 - Electric Vehicle Chargers - Phase 1					\$ 451,368											\$ 451,368	
<b>Total LCTOP Expenditures:</b>					<b>\$ 1,005,877</b>											<b>\$ 1,005,877</b>	
<b>State of Good Repair (SGR)</b>																	
- 25/26 Project(s) - TBD				\$ 124,152												\$ 124,152	
- 24/25 Project - Vehicle Replacement				\$ 124,152												\$ 124,152	
- 23/24 Project - Vehicle Replacement				\$ 113,247												\$ 113,247	
- 22/23 Project - Transit Center				\$ 100,580												\$ 100,580	
<b>Total RPA Funds:</b>				<b>\$ 462,131</b>												<b>\$ 462,131</b>	
<b>SB 125 - Transit and Intercity Rail Capital Program (TIRCP)</b>																	
- Transit Center							\$ 6,208,056									\$ 6,208,056	
- Hydrogen fuel-cell buses and fueling infrastructure							\$ 1,129,407									\$ 1,129,407	
<b>Total SB 125 TIRCP Funds</b>							<b>\$ 7,337,463</b>									<b>\$ 7,337,463</b>	
<b>SB 125 - Zero-Emission Transit Capital Program (ZETCP)</b>																	
- Hydrogen fuel-cell buses and fueling infrastructure							\$ 370,593									\$ 370,593	
<b>Total SB 125 ZETCP Funds</b>							<b>\$ 370,593</b>									<b>\$ 370,593</b>	
<b>Transit and Intercity Rail Capital Program (TIRCP)</b>																	
- Transit Center									\$ 144,367							\$ 144,367	
<b>Total TIRCP Funds:</b>									<b>\$ 144,367</b>							<b>\$ 144,367</b>	
<b>FTA 5339 Funds</b>																	
- 2022 Bus Replacement																\$ 731,024	\$ 731,024
<b>Total CAPITAL Allocations:</b>					<b>\$ 462,131</b>	<b>\$ 1,005,877</b>	<b>\$ 7,337,463</b>	<b>\$ 370,593</b>	<b>\$ 144,367</b>							<b>\$ 731,024</b>	<b>\$ 10,051,455</b>
<b>GRAND TOTAL ALLOCATIONS</b>	<b>\$ 1,177,378</b>	<b>\$ 395,252</b>	<b>\$ 715,867</b>	<b>\$ 462,131</b>	<b>\$ 1,005,877</b>	<b>#####</b>	<b>#####</b>	<b>\$ 144,367</b>	<b>\$ 260,602</b>	<b>\$ 572,205</b>	<b>\$ 558,397</b>	<b>#####</b>	<b>#####</b>				



## LAKE TRANSIT AUTHORITY STAFF REPORT

---

**TITLE:** Low Carbon Transit Operations Program (LCTOP)  
for the 2025 Bus Stop Enhancement Project

**DATE PREPARED:** May 5, 2025

**MEETING DATE:** May 14, 2025

---

**SUBMITTED BY:** James Sookne, Program Manager

---

**BACKGROUND:**

The Low Carbon Transit Operations Program (LCTOP) provides funding for up to five years for new transit projects that will decrease greenhouse gas emissions. The funds are derived from the California's Global Warming Solutions Act of 2006 (AB 32). The amount of available funding varies each year depending on proceeds from carbon credit auctions. The 2024/25 amount available to Lake County is \$182,036, a 2% decrease from the 23/24 allocation. Previous projects that have been funded using LCTOP funds include new bus stop signs, new bus shelters, free fares for college students, the solar canopy project, two zero-emission paratransit vehicles, and most recently, a battery storage system.

At the April Board meeting, staff was given direction to prepare the allocation request for the purchase and installation of bus shelters and benches. An allocation request, attached for reference, was prepared and submitted by the April 24, 2025, deadline. Per the LCTOP guidelines, staff was able to submit the request with a draft resolution. The formal resolution is attached.

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

---

**ACTION REQUIRED:** Approve Resolution #2024-25-04 which provides Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: 2025 Bus Stop Enhancement Project

---

**ALTERNATIVES:** None.

---

**RECOMMENDATION:** Approve Resolution #2024-25-04 which provides Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: 2025 Bus Stop Enhancement Project



**LAKE TRANSIT AUTHORITY  
RESOLUTION #2024-25-04**

**AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND  
ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON  
TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT:  
2025 BUS STOP ENHANCEMENT PROJECT**

**WHEREAS**, Lake Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, Lake Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Lisa Davey-Bates, Executive Director, or James Sookne, Program Manager; and

**WHEREAS**, Lake Transit Authority wishes to implement the following LCTOP project listed above.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Lake Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

**NOW, THEREFORE, BE IT RESOLVED** that Lisa Davey-Bates, Executive Director, or James Sookne, Program Manager, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW THEREFORE, BE IT FURTHER RESOLVED** by the Board of Directors of the Lake Transit Authority that it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY 2024-25 LCTOP funds:

Project Name: 2025 Bus Stop Enhancement Project

Amount of LCTOP funds requested: \$182,036

Short description of project: This project will provide for the purchase and installation of 9 bus stop shelters, benches, and bike racks at locations in the cities of Clearlake and Lakeport and the unincorporated areas of Nice and Lucerne.

Benefit to Priority Populations: Project improves safety and comfort of the transportation system.

Amount to benefit Priority Populations: \$182,036

Contributing Sponsor: Lake County/City Area Planning Council

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 14th day of May 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

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

\_\_\_\_\_  
ATTEST: Charlene Parker  
Secretary

\_\_\_\_\_  
Stacey Mattina  
Chair



## LAKE TRANSIT AUTHORITY STAFF REPORT

**TITLE:** Prior Year Low Carbon Transit Operations  
Program (LCTOP) Project Funding Reallocation

**DATE PREPARED:** May 5, 2025

**MEETING DATE:** May 14, 2025

**SUBMITTED BY:** James Sookne, Program Manager

### BACKGROUND:

The Low Carbon Transit Operations Program (LCTOP) provides funding for new transit projects that will decrease greenhouse gas emissions. The funds are derived from the California's Global Warming Solutions Act of 2006 (AB 32). LTA previously allocated four years of funds towards a solar canopy that would cover a portion of the bus yard at the existing operations and maintenance facility. These funds need to be spent by August of next year. The funding breakdown per fiscal year is as follows:

Fiscal Year	18/19	19/20	20/21	21/22	Total
LCTOP Funds	\$ 127,647	\$ 102,736	\$ 69,466	\$ 164,139	\$ 463,988

Since these funds were programmed, the costs for goods and services have increased more than staff had estimated. These increases not only impact the solar canopy project but the overall operations and LTA's flagship project, the Lake County Interregional Transit Center.

Given the anticipated increase in costs of the transit center, staff met with Caltrans to see if it would be possible to shift these funds from the solar canopy project to the transit center project. Following the meeting, staff determined that these LCTOP funds could be used to fund the purchase and installation of the electric vehicle chargers that are planned for the transit center. Staff intends to apply for a future grant (i.e. FTA 5339 Low/No Emissions program) to fund a larger project that will upgrade the operations and maintenance facility to include solar and ZEV charging infrastructure.

Staff would also like to use a small amount of the solar canopy funds to continue the Summer Cruising program for 2025 and 2026. This program provides free fares for kids under the age of 18 from mid-June through mid-August. This has been a popular program for the residents of Lake County. The estimated cost of this for both years would be \$12,620.

The table below shows the new funding scenario for the funds currently allocated to the solar canopy project.

FY 18/19 - 21/22 LCTOP Funds		
	Current	Projected
Solar Canopy	\$ 463,988.00	\$ -
Summer Cruising Fares	\$ -	\$ 12,620.00
Electric Chargers	\$ -	\$ 451,368.00

If the Board approves of this plan, staff will submit two allocation requests for the two new projects. A resolution approving the changes is attached.

Staff will be available to answer any questions.

**ACTION REQUIRED:** Approve Resolution #2024-25-05 which provides Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Projects: (1) 2025 Bus Stop Enhancement Project and (2) Free Fares for the Summer Cruisin' Program

---

**ALTERNATIVES:** None.

---

**RECOMMENDATION:** Approve Resolution #2024-25-05 which provides Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Projects: (1) 2025 Bus Stop Enhancement Project and (2) Free Fares for the Summer Cruisin' Program

**LAKE TRANSIT AUTHORITY  
RESOLUTION #2024-25-05**

**AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECTS:**

**(1) ELECTRIC VEHICLE CHARGERS – PHASE 1 AND (2) FREE FARES FOR THE SUMMER CRUISIN' PROGRAM**

**WHEREAS**, Lake Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, Lake Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Lisa Davey-Bates, Executive Director, or James Sookne, Program Manager; and

**WHEREAS**, Lake Transit Authority wishes to implement the following LCTOP project listed above.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Lake Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

**NOW, THEREFORE, BE IT RESOLVED** that Lisa Davey-Bates, Executive Director, or James Sookne, Program Manager, be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

**NOW THEREFORE, BE IT FURTHER RESOLVED** by the Board of Directors of the Lake Transit Authority that it hereby authorizes the submittal of the following project nominations and allocation requests to the Department to re-allocate LCTOP funds for FYs 18-19 through 21-22:

Project Name: Electric Vehicle Chargers – Phase 1

Amount of LCTOP funds requested: \$451,368

Short description of project: This project provides for the purchase and installation of four DC fast chargers at the new transit center.

Benefit to Priority Populations: Reduces criteria air pollutant or toxic air contaminant emissions.

Contributing Sponsor: Lake County/City Area Planning Council

Project Name: Free Fares for the Summer Cruisin' Program

Amount of LCTOP funds requested: \$12,620

Short description of project: This project provides unlimited free use of Lake Transit Authority bus routes anywhere in Lake, Napa, or Mendocino counties for the all students between the ages of 7 and 17 between June 15 and August 31 in 2025 and 2026.

Benefit to Priority Populations: Provides increased access to clean and/or shared transportation options.

Contributing Sponsor: Lake County/City Area Planning Council

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 14th day of May 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

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

\_\_\_\_\_  
ATTEST: Charlene Parker  
Secretary

\_\_\_\_\_  
Stacey Mattina  
Chair

**LAKE TRANSIT AUTHORITY  
RESOLUTION #2024-25-06**

**AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) AND/OR 5339 (49 U.S.C. SECTION 5339) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Sections 5311 and 5339 of the Federal Transit Act (FTA C 9040.1H); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 and Section 5339 grants for transportation projects for the general public for the rural transit and intercity bus; and

**WHEREAS**, Lake Transit Authority (LTA) desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in Lake, Mendocino, and Napa counties; and

**WHEREAS**, the Lake Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies); and

**NOW, THEREFORE, BE IT RESOLVED** that the Lake Transit Authority does hereby authorize the Executive Director or Program Manager to file and execute applications on behalf of Lake Transit Authority with the Department to aid in the financing of capital/operating assistance projects pursuant to Sections 5311 and 5339 of the Federal Transit Act (FTA C 9040.1H) as amended.

That Executive Director, Program Manager, or Project Manager is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That Executive Director, Program Manager, or Project Manager is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 and/or 5339 projects.

That Executive Director, Program Manager, or Project Manager is authorized to submit and approve request for reimbursement of funds from the Department for Section 5311 and/or Section 5339 project(s).

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 14<sup>th</sup> day of May 2025 by the following roll call vote:

AYES:  
NOES:  
ABSENT:

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

\_\_\_\_\_  
ATTEST: Charlene Parker  
Secretary

\_\_\_\_\_  
Stacey Mattina  
Chair

**LAKE TRANSIT AUTHORITY  
RESOLUTION #2024-25-07**

**RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5310 (49 U.S.C. SECTION 5310) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act (FTA C 9070.1H); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for seniors and individuals with disabilities; and

**WHEREAS**, Lake Transit Authority desires to apply for said financial assistance to permit operation of paratransit service in their service area; and

**WHEREAS**, The Lake Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**NOW, THEREFORE, BE IT RESOLVED** that the Lake Transit Authority does hereby authorize the Executive Director to file and execute applications on behalf of Lake Transit Authority with the Department to aid in the financing of capital projects pursuant to Section 5310 of the Federal Transit Act (FTA C 9070.1H), as amended.

That the Executive Director is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.

That the Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project/s.

That this authorization is effective for a period of three years.

Adoption of this Resolution was moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and carried on this 14<sup>th</sup> day of May 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

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

\_\_\_\_\_  
ATTEST: Charlene Parker  
Secretary

\_\_\_\_\_  
Stacey Mattina  
Chair





P.O Box 698 Lower Lake, CA 95457  
Tel: 707-994-3384 Fax: 707-994-3387

---

TO: Lake Transit Authority Board of Directors  
FROM: Samuel Gaytan, Project Manager  
DATE: May 1st, 2025  
RE: Service Report April 2025

<u>Rider ship</u>	<u>Comparison</u>
April-2024 -20,707	April-2025-22,138 / +1,431

Employee Training and Recruitment:

In the month of April we held numerus interviews with no luck finding a qualified candidate. We did bring back a former driver and is now on the road.

Training for this quarter is underway and on track to be completed by the end of the quarter.

Exceptions:

	Clearlake	Lakeport
April	0	0

Vehicle Maintenance Status:

Our current vehicle inventory reflects:

7- Medium Cutaway vans

5-Large Cutaway Buses

13- Large Transit coaches

The 25 in-service vehicles have allowed us to place 3 vehicles into spare status.

Rider Incidents and Police Involvement Concerns

No police involvement concerns this month.

---

Compliments, Complaints and Comments

We continue to focus on the concerns of the riding public that call in to discuss service needs.

	TOTAL		UNFOUNDED/INVESTIGATED		FOUNDED/RESOLVED
Compliments					
Complaints on Drivers	6		5		1
Early					
Late					
Missed Pickup					
Vehicle					
Ride length					
Miscellaneous					
Dispatch					



From: Laurie Fisher, CEO/Program Manager, Lake Links

## Mobility Report 5/05/25 (Updated)

### 1). Pay-Your-Pal - Mileage Reimbursement Program

- **Update**

6 new rider enrolled in the program since last report dated 4/01/2025.

#### PAY-YOUR-PAL UTILIZATION

<u>PERIOD</u>	<u># RIDERS</u>	<u># ONE-WAY TRIPS</u>	<u>TOTAL MILEAGE</u>	<u>TOTAL REIMBURSEMENT</u>
November 2024 (Holiday Promotional Period: increased mileage rate from .40 to .50 per mile and increase max. mileage from 300 to 400 per month)	88	1,483	23,018 (Medical Miles: 10,925 Medical Hardship Miles: 1,012 Non-Medical Miles: 11,081)	\$11,509.00 (Medical Miles: \$5,462.50 Medical Hardship Miles: \$506.00 Non-Medical Miles: \$5,540.50)
December 2024 (Holiday Promotional Period)	98	1622	25,325 (Medical Miles: 12,151 Medical Hardship Miles: 1,116 Non-Medical Miles: 12,058)	\$12,662.50 (Medical Miles: \$6,075.50 Medical Hardship Miles: \$558.00 Non-Medical Miles: \$6,029.00)
January 2025 (Holiday Promotional Period)	100	1745	28,478 (Medical Miles: 12,788 Medical Hardship Miles: 2500 Non-Medical Miles: 13,190)	\$14,239 (Medical Miles: \$6,394.00 Medical Hardship Miles: \$1,250.00 Non-Medical Miles: \$6,595.00)
February 2025 (Extended the rate increase)	104	1781	28,036 (Medical Miles: 14,226 Medical Hardship Miles: 1,376 Non-Medical Miles: 12,434)	\$14,018.00 (Medical Miles: \$7,113.00 Medical Hardship Miles: \$688.00 Non-Medical Miles: \$6,217.00)

March 2025	92	1475	20,311 (Medical Miles: 9,114 Medical Hardship Miles: 216 Non-Medical Miles: 10,981)	\$10,155.50 (Medical Miles: \$4,557.00 Medical Hardship Miles \$108 Non-Medical Miles: \$5,490.50)
------------	----	------	---	--

## 2). Ride Links - Volunteer Driver Program

- Currently, we have 8 volunteer drivers on board that can accept ride assignments, but 2 aren't active. 1 new volunteer driver has completed the training but has other requirements to meet.
- Currently, we have 22 riders enrolled that can now request rides. (1 new rider enrolled.)
- Currently, 1 volunteer driver is willing to take clients to medical appointments outside of the County on occasion.
- **Ride Links Ridership for the last 6 months:**
  - **November 2024:** 7 Rides scheduled (6 completed & 1 no driver available)
  - **December 2024:** 8 Rides scheduled (5 completed & 3 cancelled)
  - **January 2025:** 5 Rides scheduled (4 completed & 1 cancelled by rider.)
  - **February 2025:** 5 Rides scheduled, and all were completed.
  - **March 2025:** 6 Rides scheduled (4 completed & 2 cancelled)
  - **April 2025:** 8 Rides scheduled (6 completed & 2 cancelled)
- Pre-screenings continue to be done by phone with potential riders to see if they qualify to apply for the program once we have more volunteers drivers. Those that live within an area where we have a volunteer driver available to take ride assignments are being enrolled in the program.
- Others that reside in areas where we don't have volunteers serving yet get put on a waiting list. We currently have 27 (down by 1) people on our waiting list interested in enrolling in the program.
- **Next Volunteer Driver Training is set for Friday, May 16.** (2 potential volunteer drivers registered so far.)