

BOARD OF DIRECTORS MEETING AGENDA
REDWOOD COAST TRANSIT AUTHORITY



DATE: Monday, October 24, 2022

Time: 5:30pm

PLACE: 981 H Street – Flynn Bldg, Zoom Option: <https://dnco.zoom.us/j/82869372937>

PLEASE SUBMIT ANY PUBLIC COMMENTS AHEAD OF TIME IF AT ALL POSSIBLE. Please visit <https://media.co.del-norte.ca.us/> for a public comment form. A link to view the meeting will be posted on <https://media.co.del-norte.ca.us/>. Comment on ALL agenda items as well as general public comment will be taken at the prescribed time for public comment via instructions provided on the website.

1. Call Meeting to Order. Roll Call. Pledge of Allegiance
2. Public Comment
3. Consent Calendar
 - 3A. Adopt Resolution 2022-23-03 Approving a Cal-OES Grant from Del Norte County in the Amount of \$22,000 for Purchase and Install of a Backup Generator and Authorizing GM to Execute the Agreement
 - 3B. Approve the Minutes of the September 26, 2022 RCTA Board Meeting
 - 3C. Adopt Resolution 2022-23-04 Approving Three Budget Transfers to Enable RCTA to Pay Future Capital Project Outlays Directly from Capital Funds 695, 696, and 697
4. Discussion and Approval of Agreement with Hanson Bridgett LLP for RCTA Legal Counsel Services
5. Review the RCTA Fiscal Year 2021-22 RCTA Annual Report Performance Data
6. Authorize Award for Planning Services to Mark Shaffer Consulting for the South Oregon Medical Shuttle Planning Study
7. Discussion of RCTA's PTMISEA Expenditure Plan – Funding Must Be Encumbered by June 30, 2023
8. Management Report – First Transit Project Manager
9. RCTA General Manager's Report
10. Announcements
11. Adjourn – Next RCTA Board Meeting will be on Tuesday, December 6th, 2022 at 5:30pm

Any member of the public may speak on any agenda item for a time period, not to exceed 3 minutes, prior to the Public Agency taking action on that agenda item.

October 24, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Approve Resolution 2022-23-03 Accepting a CA Office of Emergency Services Grant from Del Norte County for an Integrated Emergency Generator for Williams Drive



RECOMMENDATION:

That the Board approve Resolution 2022-23-03 accepting a California Office of Emergency Services (OES) grant awarded by Del Norte County OES for purchase and installation of an integrated emergency power generator for RCTA's Williams Drive Maintenance & Operations Center.

BACKGROUND:

This grant opportunity emerged unexpectedly from RCTA's participation in emergency planning meetings with local emergency management officials. In 2020 Del Norte County obtained a block of funding for projects such as this under the CalOES Community Power Resiliency Allocation. County Office of Emergency Services then made these funds available to an agency that could expend the funds very quickly, with the grant expiring at the end of 2022. Only agencies that could fully expend the \$22,000 in funding by December were invited to apply.

RCTA has long needed backup power at its Williams Drive Operations and Maintenance Facility, due to the frequent power outages experienced due to our weather and fragility of the power grid in this part of the world. RCTA was able to quickly spec a suitable sized generator, and get a commitment from the vendor to deliver within the grants tight timeline. This large generator will allow RCTA to continue normal operations during outages, even some future electric bus charging, which will draw more power than RCTA consumes today. RCTA has obtained the requisite quotes and found the best deal on the purchase, and is in the process of obtaining quotes from qualified electricians for the installation and connection of the generator. The purchase of the generator will be enough to expend the grant funds by December, and County OES understands that RCTA's local match will pay for the installation and setup in early 2023.

Attachment 1: Resolution 2022-23-03 Approving CalOES Grant from Del Norte County OES

Attachment 2: CalOES Grant Agreement from Del Norte County Office of Emergency Services

RESOLUTION NO. 2022-23-03

**REDWOOD COAST TRANSIT AUTHORITY RESOLUTION
ACCEPTING A \$22,000 GRANT FROM CALIFORNIA OFFICE OF EMERGENCY
SERVICES THROUGH DEL NORTE COUNTY OFFICE OF EMERGENCY SERVICES
FOR AN INTEGRATED EMERGENCY POWER GENERATOR**

WHEREAS, on October 2, 2020 the County was approved for the FY 2020 Community Power Resiliency Allocation by Cal OES;

WHEREAS, the County is the organization identified as the Subrecipient on the Notification of subrecipient allocation;

WHEREAS, the County is authorized to enter into a second-tier subaward with one or more participating agencies to assist with the implementation of the Grant Subaward and to accomplish the goals and objectives thereof;

WHEREAS, Redwood Coast Transit Authority (RCTA) has an urgent need for a backup generator at its Williams Drive Facility to ensure operability during emergencies, and;

WHEREAS, Redwood Coast Transit Authority (RCTA), the Participating Agency’s federal identification number is 59-3814037 and;

WHEREAS, this second-tier subaward agreement is not a Research and Development Grant;

WHEREAS, the County, and RCTA, the Participating Agency, desire to enter this Second-Tier Subaward to set forth the roles and responsibilities of the Parties, including, but not limited to the Participating Agency’s role in assisting with the implementation of the Grant Subaward; and

NOW, THEREFORE, BE IT RESOLVED THAT the RCTA Board of Directors hereby accepts the CalOES Community Power Resiliency Grant from Del Norte County OES and pledges to fully expend the funds by the grant deadline date of December 2022 and directs the General Manager to manage the grant and execute all documents for Redwood Coast Transit Authority.

PASSED AND ADOPTED by the Redwood Coast Transit Authority on the 24th day of October 2022 by the following polled vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Ray Altman, Chair
Redwood Coast Transit Authority

ATTEST:

Joseph Rye, General Manager
Redwood Coast Transit Authority

**Cal OES
SECOND-TIER SUBAWARD AGREEMENT**

This Second-Tier Subaward Agreement (“Second-Tier Subaward”) is entered into by and between the County of Del Norte as the Subrecipient (“County” or “Subrecipient”); and Redwood Coast Transit Authority as the Participating Agency (“Participating Agency”), for the Participating Agency to perform the work set forth in this Second-Tier Subaward. The County, and Participating Agency are collectively referred to herein as the “Parties.”

RECITALS

Whereas, on October 2, 2020 the County was approved for the FY 2020 Community Power Resiliency Allocation by Cal OES;

Whereas, the County is the organization identified as the Subrecipient on the Notification of subrecipient allocation;

Whereas, the County is authorized to enter into a second-tier subaward with one or more participating agencies to assist with the implementation of the Grant Subaward and to accomplish the goals and objectives thereof;

Whereas, the Participating Agency’s federal identification number is 59-3814037;

Whereas, this second-tier subaward agreement is not a Research and Development Grant;

Whereas, the County, and Participating Agency desire to enter this Second-Tier Subaward to set forth the roles and responsibilities of the Parties, including, but not limited to the Participating Agency’s role in assisting with the implementation of the Grant Subaward; and

NOW, THEREFORE, for the consideration set forth herein, the Parties mutually agree as follows:

AGREEMENT

1. Titles and Contact Information. The titles and contact information for the individuals that will serve as the primary contacts for this Second-Tier Subaward are as follows:

County/Subrecipient: Neal Lopez
 981 H St Suite 210
 Crescent City, CA 95531
 707.464.7214 DelNorteOES@co.del-norte.ca.us

Participating Agency: Joe Rye
 900 Northcrest Drive, #134
 Crescent City, CA 95531
 (707)235-3078 tmtpc consulting@gmail.com

2. Term. The term of this Second-Tier Subaward shall commence on 10/25/2022 and shall expire on 12/15/2022 The Parties may agree to extend the term by mutual written agreement.

3. Roles and Responsibilities. The roles and responsibilities of the parties shall include, but are not specifically limited to the following:
 - a. County shall be responsible for reimbursing Participating Agency for the purchase of one generator not to exceed twenty two thousand dollars and no cents (\$22,000.00)
 - b. Participating Agency shall be responsible for
 - i) Purchasing one generator.
 - ii) The Participating Agency is solely responsible for the service and maintenance of equipment and supplies provided under this agreement.
 - iii) The equipment and supplies granted shall be considered the property of Participating Agency. Participating Agency shall maintain and administer a sound business program for ensuring the proper use, protection, insurance and preservation of the equipment granted under this Agreement. Participating Agency may not sell, transfer or otherwise dispose of any equipment or supplies granted under this Agreement without prior approval by County. Participating Agency shall take reasonable steps to ensure that all equipment and supplies granted under this agreement are made available for use pursuant to a bonafide request for mutual-aid or interagency disaster assistance.
 - iv) Participating Agency will obtain three quotes for equipment prior to purchase. The Participating Agency will use the lowest price option that meets the needs of the Participating Agency. If three quotes are not available this will be documented and the documentation provided to County prior to the purchase.
 - v) Participating Agency will track equipment purchased with grant funds and provide identification tag numbers, serial numbers or other form of tracking for equipment purchased. The Participating agency may obtain an identification sticker from County of Del Norte Office of Emergency Services if another tracking method is not available.
 - vi) Participating Agency will follow the County of Del Norte Office of Emergency Services Grants Monitoring Policies and Procedures attached hereto as Exhibit A.
 - vii) Participating Agency will comply with annual equipment inventory requests from the County. Requested inventory information will be returned within ten (10) days. The County may inventory items in person with reasonable notice.
4. Shared Resources. All non-fiscal resources shared between the Parties shall be as follows:
 - a. None
5. Reporting Requirements. Participating Agency shall comply with all reporting requirements necessary for the County to meet Cal OES reporting requirements, including but not limited to:
 - a. All reporting activities and records requirements set forth in;
 - i) County of Del Norte Office of Emergency Services Grants Monitoring Policies and Procedures attached hereto as Exhibit A.
6. Transfer of Grant Subaward Funds.

- a. *Total Amount of Funds.* The total amount of Grant Subaward funds that may be transferred to the Participating Agency under this Second-Tier Subaward is twenty two thousand dollars and no cents (\$22,000.00).
- b. *Invoicing*The Participating Agency shall submit invoices for approval to the County not more frequently than monthly and not less frequently than annually. In order to be eligible for reimbursement, invoices shall be for allowable, approved costs incurred in accordance with the terms of this Second-Tier Subaward. All invoices submitted under this Second-Tier Subaward including the final invoice must be received by the County no later than fifteen (15) days after the end of the reporting period for that invoice. All invoices should include: Grant Subaward number, Program name, and the period for which payment is being requested. An authorized representative of the Participating Agency shall sign and certify on each invoice that the costs for which reimbursement is requested are the actual costs as recorded in the Participating Agency's records and as expended for the work actually performed in accordance with the terms of this Second-Tier Subaward.
- c. *Payment.* Payment for allowable, approved expenses shall be made upon receipt by the County of an invoice. Payment shall be contingent upon County's receipt of Grant Subaward funds and upon the Participating Agency's compliance with the terms and conditions of this Second-Tier Subaward. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Participating Agency is solely responsible for reimbursing the County for amounts paid to the Participating Agency but disallowed under the terms of this Second-Tier Subaward. The County reserves the right to withhold final payment under this Second-Tier Subaward until acceptance by the County of all services, reports, supplies and/or documentation called for hereunder. Payment terms are net 30 days computed either from the date of delivery and acceptance of the work or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the Second-Tier Subaward, whichever date is later.

7. Compliance With All Applicable Requirements. Participating Agency shall comply with all applicable requirements of the Notification of Subrecipient Allocation for the Program.

Participating Agency shall also comply with any and all applicable state or federal requirements necessary for carrying out its work under this Second-Tier Subaward.

8. Audits. Participating Agency shall be subject to audits and all audit requirements set forth in the Notification of Subrecipient Allocation. Further, County, or its duly authorized representatives shall, until three (3) years after final payment under this Second-Tier Subaward, have access to any of the Participating Agency's records related to this Second-Tier Subaward, at the Participating Agency's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Second-Tier Subaward, or c) costs and expenses of this Second-Tier Subaward to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
9. Independent Contractor. Participating Agency is and shall at all times remain as to the County a wholly independent contractor. The personnel performing the services under this Second-Tier Subaward on behalf of Participating Agency shall at all times be under Participating Agency's exclusive direction and control. Neither County or their employees or agents shall have control over the conduct of Participating Agency or any of Participating Agency's officers, employees or agents, except as set forth in this Second-Tier Subaward. Participating Agency shall not at any time or in

any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the County. Participating Agency shall not incur or have the power to incur any debt, obligation or liability whatever against County, or bind the County in any manner.

10. Assignment. The Participating Agency may not assign, transfer or subaward any part of this Second-Tier Subaward, any interest herein or claims hereunder, without the prior, written approval of the County.
11. Termination. The County may at any time cancel this Second-Tier Subaward or renewal thereof, with or without cause, by giving thirty (30) days advance written notice to Participating Agency, which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Second-Tier Subaward shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Second-Tier Subaward.
12. General Release. The Participating Agency's acceptance of payment of the final invoice under this Second-Tier Subaward shall release the County from all claims of the Participating Agency, and from all liability to the Participating Agency concerning the work.
13. Amendments and Modifications. By mutual written consent, the Parties may make modifications or changes to the work and/or to the terms of this Second-Tier Subaward. Any such modifications or changes shall be in the form of a written amendment signed by authorized representatives of all Parties.
14. Indemnification. Participating Agency shall defend, indemnify and hold harmless County, their officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Second-Tier Subaward. This indemnification provision shall survive termination of the Subaward and remain in effect.
15. Insurance. Participating Agency at its sole cost and expense, shall insure its activities in connection with this Second-Tier Subaward and maintain in force for the duration of this Second-Tier Subaward insurance as follows:
 - a. Coverage shall be at least as broad as:
 - i) Commercial General Liability (CGL): Insurance coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - iii) Workers' Compensation: as required by the State of California, with statutory limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

iv) Cyber Liability: Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. Other Insurance Provisions:

- i) If the Participating Agency maintains broader coverage and/or higher limits than the minimums required by this Agreement, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Participating Agency. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- ii) Claims-made policies must be declared to and approved by the County's Risk Management division prior to the execution of this agreement.
- iii) The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Participating Agency.
- iv) For any claims related to this Agreement, the Participating Agency's insurance coverage shall be primary coverage as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County shall be excess of the Participating Agency's insurance and shall not contribute with it.
- v) Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except with written notice to the County thirty days prior to the policy's termination date.
- vi) Participating Agency hereby grants to the County a waiver of any right to subrogation which any insurer of said Participating Agency may acquire against the County by virtue of the payment of any loss under such insurance. Participating Agency agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- vii) Cyber Liability coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Participating Agency in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, electronic funds transfer fraud, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- viii) The Participating Agency shall furnish the County with Certificates of Insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Participating Agency's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

16. Appropriated Funds. The continuation and renewal of this Second-Tier Subaward shall be subject to sufficient appropriated funds being received by County to administer and support the Program. In the event sufficient funds are not available or are discontinued at any time, the County may cancel this Second-Tier Subaward by delivering written notice to the Participating Agency.
17. Notices. All notices required or permitted by this Second-Tier Subaward shall be by written instrument and shall be mailed by certified mail or personally delivered to the respective primary contact listed in Section 1 of this Second-Tier Subaward.
18. Waiver. No waiver of any breach of this Second-Tier Subaward shall be held to be a waiver of any other subsequent breach. The failure of the County to enforce at any time any of the provisions of this Second-Tier Subaward, or to require at any time performance of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Second-Tier Subaward or effect the rights of the County to thereafter seek enforcement of the Second-Tier Subaward.
19. Applicable Law. This Second-Tier Subaward shall be interpreted and governed by the laws of the State of California and venue shall be the Superior Court for the County of Del Norte.
20. Entire Agreement. This Second-Tier Subaward is the complete agreement of the Parties and supersedes all prior understandings regarding the services provided hereunder.
21. Severability. If any provision of this Second-Tier Subaward is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.
22. Counterparts and Electronic Signatures. This Second-Tier Subaward may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, email or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the respective parties have executed this Subaward on the dates indicated below.

**COUNTY OF DEL NORTE as
Subrecipient**


By: _____
(Signature of Authorized Official of County)

Name: _____

Title: _____

Date: _____

**REDWOOD COAST TRANSIT
AUTHORITY as Participating Agency**

By:  _____
(Signature of authorized official of Participating Agency)

Name: Joseph Rye

Title: General Manager

Date: October 6, 2022

EXHIBIT A

GRANTS MONITORING

**COUNTY OF DEL NORTE OFFICE
OF EMERGENCY SERVICES
GRANTS MONITORING**

POLICIES & PROCEDURES MANUAL

March 2021

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Approved and Adopted as an official procedure for Del Norte County Office of Emergency Services:



Neal Lopez, Director of OES

Date: 05-13-21
Date

MONITORING PROGRAM OVERVIEW

Federal grants are subject to federal, state, and local government administrative requirements, cost principles, and audit requirements. The County of Del Norte Office of Emergency Services (DNCO OES) ensures that grants are managed appropriately using a risk-based compliance assessment model and by performing analytical and financial compliance reviews.

Grants Monitoring is comprised of monitors that assist Subrecipients to ensure compliance with applicable regulations, laws, and Grant Subaward provisions.

Items that monitors examine include:

- Organization operations
- Internal and management controls
- Policies and procedures
- Financial reports
- Grant Subaward-related activities and expenditures

High-risk Subrecipients are identified through the annual risk assessment further discussed below. Monitoring reviews are used to provide technical assistance and trainings for Subrecipients to enable the Subrecipients to maintain funding and follow the applicable rules and regulations.

There are four key components the DNCO OES monitoring program model ensures:

1. Subrecipients are monitored during the term of the Grant Subaward;
2. Monitoring efforts focus on the areas of most significant risk;
3. All monitoring findings are addressed through appropriate corrective actions; and
4. Ongoing financial and administrative training and technical assistance is provided to Subrecipients to enable them to comply with Grant Subaward requirements and maintain their funding.

DNCO OES uses the following methods to monitor Subrecipient risk:

- Day-to-Day communication: OES and/or County administrative personnel (“Monitors”) maintain ongoing communication with Subrecipients to provide programmatic guidance and review reimbursement requests.
- Limited Scope Desk and Field Compliance Reviews: Limited scope reviews allow the Subrecipients to make certain assertions regarding various aspects of their operations, or provide Monitors an opportunity to verify the eligibility of expenditures charged to the Grant

Subaward/s. These reviews consist of, but are not limited to, the following:

- Targeted compliance questionnaire reviews and follow-up corrective action, if required;
- Payment reviews of invoices and other documents supporting a reimbursement claimed by and made to the Subrecipient;
- Review most recent Independent Audit Report(s);
- Field inspection to verify equipment purchases and test equipment management practices; and
- Follow-up virtual and/or site visit(s) to verify implementation of required corrective action.

The scope of the review can be expanded if needed.

- **Technical Assistance Services:** To ensure Subrecipients are educated regarding Grant Subaward requirements, high-risk problem areas are identified and tracked through the monitoring process and serve as the basis to plan and formulate technical assistance and training for Subrecipients. Monitors provide technical assistance through training (either group or one-on-one), web publications and resources and through the provision of the Subrecipient self-assessment tools. Subrecipients are also supplied information about training opportunities provided by Cal OES and FEMA.

COMPLIANCE MONITORING PLAN / RISK ASSESSMENT

The Annual Compliance Monitoring Plan identifies the proposed Subrecipients eligible for a compliance review for the year. The Annual Compliance Monitoring Plan is developed based on the annual risk assessment. The Plan is developed on a fiscal year basis beginning in July and ending in June of the following year.

Risk Factor Analysis and Monitoring Selection

An accurate risk assessment is critical to the success of the DNCO OES's compliance review efforts. DNCO OES Subrecipients are weighted using the risk factors and scores to identify potential problems before they occur so that risk-handling activities may be planned to mitigate adverse impact on the results. Although Subrecipients identified as high risk are the main objective of the Monitors, medium and low-risk Subrecipients can be selected for a monitoring visit. Medium and low-risk Subrecipients may be monitored based on anonymous tips, requests from Subrecipients, or management directive/County discretion.

Risk Assessment Process

1. Obtain a list of all Subrecipients and associated grants from the FMFWs from the prior 3 years.
2. Filter by Subrecipient to show all grants the Subrecipient received from DNCO OES.
3. Review Compliance Monitoring database.

The two (2) Subrecipients with the most accrued points will receive Compliance Monitoring that year. (The County reserves the right to determine placement of other Subrecipients on the Annual Compliance Monitoring Plan for reasons stated above.)

Criteria	Points Awarded
New Subrecipient (Subrecipients with no awards within the last 10 years)	3
Subrecipients with three (3) or more grants awarded within the time frame	5 + 3 ea. addt'l grant
Total award within period is equal to or greater than \$50,000	5 + 3 ea. addt'l \$25k
Last compliance review more than 3 years ago (previous Subrecipients)	3pts
Previous compliance monitoring finding (within 5 years)	5pts
Previous independent audit finding (within 5 years)	5pts

The Annual Compliance Monitoring Plan is prepared by the DNCO OES and is approved by the County Administrative Officer and/or the Assistant County Administrative Officer.

COMPLIANCE REVIEW PROCESS

Compliance Review

The objective of a compliance review is to ensure the Subrecipient complies with the Code of Federal Regulations, applicable state laws, and other governing regulations, internal policies, and general good business practices. The compliance review process is outlined below:

Notification Letter: The compliance review begins with the issuance of a notification letter. The purpose of this letter is to notify the point of contact listed for the Subrecipient in writing that a compliance review will be conducted. The letter identifies the grant(s) selected for review, scope of the review, due date for documents requested, and proposed date of field inspection.

Request for Documentation: A request for documentation is included with the notification letter. These records might include, but are not limited to, contracts, invoices, procurement records, indirect costs methodology, property ledger, and personnel ledger, including timesheets and supporting documentation to support match.

Internal Controls Questionnaire: An internal controls questionnaire is included with the notification letter. The questionnaire asks specific questions regarding internal controls, procurement process, personnel, and amount of state and federal grant funding received.

Entrance Conference (Meeting): An entrance conference is scheduled with the Subrecipient's executive management and key personnel to discuss the purpose, objectives and scope of the compliance review. The Monitor will explain the compliance review process, review the documentation provided and follow up on any missing/incomplete records, and inquire if there are any specific areas where the Subrecipient would like focused technical assistance. Additionally, the Monitor will confirm the date of the field inspection.

Field Inspection: During the field inspection, the Monitor(s) will visit the Subrecipient's physical location to verify equipment purchases and test equipment management practices.

Exit Conference: The lead Monitor will schedule an Exit Conference with the Subrecipient within 30 days of the Field Inspection to discuss the results of the compliance review and any concerns that may have arisen. A draft compliance report will be provided to the Subrecipient no less than three (3) working days before the exit conference. The exit conference provides an opportunity to resolve any questions the Subrecipient may have about the concerns raised

and address any other issues before the compliance report is finalized.

Paperwork and Reporting

Good documentation throughout the Compliance Review Process helps support conclusions, build trust between the Grantee and Subrecipient, and assists with providing technical assistance as needed.

Working Papers: Monitors should prepare and organize their working papers in a manner that helps provide an appropriate quality review. The Monitors should avoid preparing or accumulating unnecessary working papers or making extensive copies of the Subrecipient records. It is neither necessary nor practical for the monitors to document every matter considered during the review. Documentation supporting all findings must be retained in the working file. Good working papers should meet the monitoring requirements by displaying the following characteristics:

- State the dates of the review, as well as the year of the grant(s) under review, so that the working paper is not confused with documentation belonging to a different year/period;
- List what was reviewed in the limited scope desk and field inspection review. This will enable the Monitor, and any subsequent reviewers, to determine the sufficiency of the review evidence provided by the working paper;
- Document any technical assistance requested and/or provided;
- Working papers should clearly and objectively state the results of each tenant of the limited scope desk and filed inspection compliance reviews;
- Conclusions should be consistent with the results of the review and should be able to withstand independent scrutiny;
- Working papers should be signed by the person who prepares them; and
- Working papers should be signed and dated by any person who reviews them; and
- Working papers should be filed appropriately as to be found easily when required at a later date.

Working papers should provide evidence that an effective, efficient, and accurate review has been carried out. They should be completed in a manner so that a Monitor with no previous experience of the review can understand the work completed and how the conclusion was reached.

Compliance Review Report: The next step is to issue the compliance review report to the Subrecipient including senior management and key administrative staff. The report outlines all non-compliance issues and findings, provides recommendations for improvement and may request the Subrecipient generate a CAP.

Findings: A finding is an operational deficiency in internal controls, noncompliance with provisions of laws, regulations, contracts, Grant Subawards, or fraud, waste and abuse.

Recommendations: A recommendation must provide a course of action that will correct a finding or issue that has been identified and provide improvements. Recommendations should be action-oriented, convincing, well-supported, and effective.

Questioned Costs: A questioned cost can result from a violation, or possible violation, of a statute, regulation, or the terms and conditions of a federal Grant Subaward. In addition, it could be a cost not supported by adequate documents, or appears unreasonable and does not reflect the actions a prudent Subrecipient would take in the circumstances.

Disallowed Costs: A disallowed cost is a charge that the pass-through entity determines to be unallowable according to the Code of Federal Regulations and the State or County Administrative Manual. Some examples of disallowed costs can be the purchase of alcohol, lobbying, or costs pertaining to waste, fraud, and abuse.

CAP: Once the Subrecipient receives the compliance review report, they will have 30 days to either dispute the findings or provide a CAP to correct and address any finding(s). After a CAP is received, the Subrecipient has six months from the date of the report to implement the CAP and to pay back any disallowed costs. If necessary, follow-up reviews will be conducted by the County to ensure that corrective actions are implemented timely.

If a Subrecipient fails to comply with the required necessary corrections identified, funding may be suspended until corrections are completed. Failure to comply with grant requirements may subject the Subrecipient to Special Conditions of future funding opportunities or the Subrecipient may be required to pay back a reimbursement.

Closing Letter: Once the CAP is received and the Subrecipient has satisfactorily addressed and/or corrected all findings, Grants Management will issue a closing letter informing the Subrecipient that the compliance review is closed.

Appeals Process: If the Subrecipient does not agree with the finding, they have 30 days from the date the compliance review report is issued to dispute the finding in writing and provide additional supporting documentation. If the finding is not cleared with the additional information provided, a notification letter will be issued. The Subrecipient may appeal the decision to the County within 30 days of the notification letter. The final decision on any appeal rests with the County Administrative Officer.

**Redwood Coast Transit Authority
Minutes
September 26, 2022, at 5:30 P.M.**

Present: Ray Altman (Chairman) Darrin Short (Vice-Chairman), Vidette Roberts,

Absent: Beau Smith, Susan Masten

Also Present: Joseph Rye, Fernando Hernandez, Nicole Burshem, Dan Herron (Via Zoom)

1. CALL MEETING TO ORDER. ROLL CALL. PLEDGE OF ALLEGIANCE

Chairman Altman called the meeting to order at 5:31 P.M. Nicole Burshem conducted Roll Call. Chairman Altman led the Pledge of Allegiance.

2. PUBLIC COMMENT

The following person(s) commented on the following: None

3. CONSENT CALENDAR

3A. APPROVE THE MINUTES OF THE JULY 25, 2022, RCTA BOARD MEETING

3B. ADOPT RESOLUTION 2022-23-02 APPROVING BUDGET TRANSFER – PAY BUS STOP AMENITIES FROM FUND 697

On a motion by Director Short, seconded by Director Roberts, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved the Consent Agenda items 3A-3B, as presented.

4. APPROVAL OF AMENDMENT#1 TO AGREEMENT WITH GREEN DOT TRANSPORTATION FOR PLANNING AND ENGINEERING/DESIGN SERVICES FOR PHASE 1 OF RCTA'S TRANSIT HUB RELOCATION PROJECT

Discussion was held regarding Amendment #1 to Agreement with Green Dot Transportation for the Front Street Transit Hub project. Mr. Rye reported the next step in the project is to develop the plans and design (engineering) and obtain City entitlements for the preferred site that emerged from the initial planning work. This preferred site is a City-owned parking lot on the north side of Front Street between H and I streets. Green Dot presented RCTA with 7-8 locations and the Board agreed on the preferred location at the April Strategic Planning Workshop. City seems supportive, and would like to see additional public restrooms included at this site in the future. In addition to restrooms, the site would eventually host a building for tickets sales, dispatching, driver comfort stations, etc. The project will have to be phased unless some type of new grant is obtained. Phase 1 would include parking lot restriping and reconstruction to fix driveways and lot asphalt, and build up the median for future buildings and shelters, including conduit for lighting and real time bus arrival information signs. After Phase 1 constructs the driveway, striping, repairs asphalt and

redo the center median area, Phase 2 would design and construct either a permanent building (like a large coffee kiosk) with restrooms or at least a temporary kiosk that would provide a location for the RCTA staff to manage the service and provide customer information and ticket sales from. If a temporary or mobile kiosk is used in Phase 2, a Phase 3 could construct the ultimate project with a “brick and mortar” kiosk to house RCTA and staff and restrooms on the center median island. Phase I design should be completed by spring 2023 for construction in summer 2023. RCTA could be operating from the new location as soon as midway through 2023 if all goes as hoped. Staff will update the Board on the project again next month.

On a motion by Director Roberts, seconded by Director Short, and unanimously carried on a polled vote the Redwood Coast Transit Authority Board of Directors approved Amendment #1 to Agreement with Green Dot Transportation for Planning and Engineering/ Design Services for Phase 1 of RCTA Transit Hub Relocation Project.

5. UPDATE ON IMPLEMENTATION OF RCTA’S FAR NORTH TRANSIT OPERATORS CONTACTLESS FARE PAYMENT PROJECT

Discussion was held regarding implementation of RCTA’s Far North Transit Operators Contactless Fare Payment Project. Mr. Rye reported the project had its genesis when CalITP (California Integrated Travel Partnership), a branch of Caltrans, approached regional transit partners in the Far North Transit Operators Group a year or two ago. The project is to accept debit and credit cards on buses. There are four agencies involved in this partnership: Humboldt, Mendocino, Lake Transit, and RCTA . One element of the project required some fare standardization, although the model chosen for the region was already used by RCTA, so little adjustment to RCTA fares will be needed. For the card validators to work inside the buses, on-board Wi-Fi is required. The Wi-Fi routers were ordered at an earlier meeting. Lately it was learned that the vendors want RCTA to pre-wire the buses to accept the card validators, which was a bit of a surprise. Costs for this project hasn’t changed since July, but are still more than originally anticipated. A great side benefit of the project will be the provision of free Wi-Fi for passengers. Director Short asked in regard to mandatory passenger “tap offs” and if we can do away with it somehow? Mr. Rye responded yes there is a way for the local route trips, but for the distance Routes outside Crescent City, passengers will need to be trained to tap off when they are exiting the bus in order to be charged the appropriate fares, which are determined by distance. Director Roberts asked if the credit card machines will also take debit cards. Mr. Rye responded yes.

6. UPDATE ON SOUTH OREGON MEDICAL SHUTTLE RFP – SELECTION DELAYED TO OCTOBER BOARD MEETING

Discussion was held regarding the status of the South Oregon Medical Shuttle RFP. Mr. Rye reported that the original proposal due date was mid-September, but we were not aware of any consultant that was planning on proposing. RCTA then issued an Addendum to push proposal due dates back by 3 weeks and initiated additional

consultant outreach to generate some interest in our project. The project gets delayed a month to award and staff hope to have award on the October 24th Board agenda.

**7. DISCUSS OF STATUS OF RCTA'S PTMISEA EXPENDITURE PLAN – PROGRAM SUNSETS
JUNE 30, 2023**

Discussion was held regarding status of RCTA's PTMISEA expenditure plan. Mr. Rye reported on what this funding is used for and how much we have remaining. This funding has been used for key capital projects, specifically bus replacements and facility improvements. The program started in 2006 and RCTA received annual allocations from 2007 through 2016. Caltrans recently informed transit agencies that they will sunset the program effective June 30, 2023, meaning that RCTA must at least encumber (commit the funds via a purchase order) all funding by June 30, 2023. This seems feasible, as RCTA already has committed a large chunk of the remaining bus replacement funds for the 3 buses already on order, and more PTMISEA will be used to order 4-5 additional buses that are funded by grants that RCTA will be receiving in the next few months. Staff will return to the Board with more detail on this expenditure plan at a future meeting.

8. UPDATE ON AND DISCUSSION OF POTENTIAL AGREEMENT FOR LEGAL SERVICES FOR RCTA

Discussion was held regarding status of potential agreement for Legal Services for RCTA. Mr. Rye reported that the County Attorney's Office would prefer that RCTA find other legal representation, although they did help with our 2022 Annual Certs and Assurances document. Staff has contacted a well-known transit law firm from the Bay Area and will be receiving a proposal. Hanson Bridgett, from San Francisco has an abundance of transit agency legal experience. Compared to the minimal legal services consumed by RCTA historically this will be a jump in costs but also an upgrade in experience and protection. The current \$5000 annual legal budget will likely need to increase to around \$30,000 in order to allow proper representation at Hanson Bridgett hourly rates. Staff will work with Hanson Bridgett to develop a paced, prioritized approach to reviewing missing or outdated documents and policies and a three-year plan approach to upgrading RCTA array of legal documents, policies, etc. Staff would like to have an attorney by the end of the year. The Board asked staff to see if any other regional government entities would be willing to share an attorney.

9. DISCUSSION OF SERVICE PERFORMANCE – SUMMER 2022 VERSUS SUMMER 2021

Discussion was held regarding RCTA's 2022 Summer Service performance. Mr. Rye recapped how the Board approved an aggressive reinstatement of most all services that were cut during the COVID-19 pandemic. RCTA rolled out the expanded services on June 1, 2022. The service reinstatement was largely successful. Compared to Summer 2021, RCTA saw a 27.5% uptick in ridership.

10. MANAGEMENT REPORT – RCTA GENERAL MANAGER'S REPORT

Mr. Rye reported we will be meeting again in 4 weeks. We are also hoping to get something started on the electrification of the facility. Contactless fares will be closer to

operational by the next meeting. Director Roberts asked in regard to the solar panels to help charge the buses as part of the future investments to the Williams Drive facility that will enable electric bus charging. Mr. Rye responded we will look into it.

11. MANAGEMENT REPORT – FIRST TRANSIT PROJECT MANAGER REPORT

Fernando Hernandez reported staffing levels are great, continuing to get applications in and have some on reserve. We have one in training to bring our total to 10 drivers.

12. ANNOUNCEMENTS

The following Directors commented: None

13. ADJOURN

Redwood Coast Transit Board of Directors adjourned the meeting at 6:08 p.m. The next meeting will be on Monday October 24, 2022, at 5:30 P.M.

Joseph Rye, General Manager
Redwood Coast Transit Authority

October 24, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Approve Resolution 2022-23-04 Approving Budget Adjustments Allowing Capital Funds to be Spent Directly from RCTA Special Revenue Accounts 695, 696, and 697



RECOMMENDATION:

That the Board approve Resolution 2022-23-04 approving budget adjustments allowing RCTA to directly expend funds from three of its special revenue accounts – Funds 695, 696, and 697.

BACKGROUND:

This budget adjustment request was follows upon and builds on the one approved by the RCTA at the September 26th meeting. This adjustment sets up expenditure line items within these three special accounts that RCTA utilizes to pay for much of its capital project expenditures. This will take a big step towards streamlining the accounting for capital expenditures, particularly capital project expenditures from RCTA’s these three special revenue funds. RCTA has several special revenue funds that isolate funding from different programs that each has its own limitations on how it can be spent. Until now, RCTA has had to include capital projects in its annual Operating Budget, then go through a journal entry process to “move” the funding for the expenditure (after the fact) from the source special revenue account to backfill the operating money and expend the capital funds. This system is clunky. All of these special funds are received by RCTA prior to time of expenditure, rather than received in a reimbursement system. For these reasons, and to track interest earned on these funds, the monies are required to be kept in their own accounts. T

There will now be expenditure line items with projected budget amounts for the following three special revenue accounts:

- 697 (State of Good Repair)
- 696 (PTMISEA)
- 695 (LCTOP)

Attachment 1: Resolution 2022-23-04 Approving Budget Adjustment to 2022-23 Budget

Attachment 2: Three RCTA Del Norte County Budget Transfer Forms – October 24th, 2022

RESOLUTION NO. 2022-23-04

**REDWOOD COAST TRANSIT AUTHORITY RESOLUTION
APPROVING BUDGET ADJUSTMENTS TO FISCAL YEAR 2022-23 REDWOOD
COAST TRANSIT AUTHORITY BUDGET
ESTABLISHING EXPENDITURE ACCOUNTS IN RCTA SPECIAL FUNDS**

WHEREAS, there is a need from time to time to amend an adopted budget to reflect changed conditions and dynamic project delivery schedules and revenue streams; and

WHEREAS, the transit services in Del Norte County are successful programs; and

WHEREAS, Redwood Coast Transit Authority provides public transportation services on a dial-a-ride and on a fixed-route basis to the citizens of Del Norte County; and

WHEREAS, the proposed expenditure of funds by the Redwood Coast Transit Authority is in accordance with the most recent Short Range Transit Plan and approved 2020 Del Norte Regional Transportation Plan; and

WHEREAS, RCTA staff and the County Auditor’s Office staff have identified a need to streamline the accounting process by establishing expenditure accounts in three of RCTA’s special revenue funds: LCTOP (Fund 695), PTMISEA (Fund 696), and State of Good Repair (Fund 697). This saves staff time for both the Auditors Office and RCTA by eliminating the extra step of moving funds from these special accounts back into the main RCTA Operating Budget each time funds are expended on a capital project.

NOW, THEREFORE, BE IT RESOLVED THAT the RCTA Board of Directors hereby adopts the attached three Budget Adjustments, dated October 24, 2022 to the Fiscal Year 2022-23 Budget and directs the General Manager to manage the transit system according to and in compliance with the funding allocated herein for use by the Redwood Coast Transit Authority.

PASSED AND ADOPTED by the Redwood Coast Transit Authority on the 24th day of October 2022 by the following polled vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Ray Altman, Chair
Redwood Coast Transit Authority

ATTEST:

Joseph Rye, General Manager
Redwood Coast Transit Authority

Del Norte County Budget Transfer Request

Department Name	Fund	Dept.	Line Item	Description	Budget Transfer Amount(s)	
					Reduce Expenditures or Increase Revenue	Increase Expenditures or Reduce Revenue
RCTA	697	139	90621	SGR FUNDS	\$ 122,892	
RCTA	697	139	40610-500	BUS STOP SHELTERS & SINAGE		\$ 122,892
Total Amounts					\$ 122,892	\$ 122,892

Department complete and send to Auitor's Office for transfer number before sending to CAO. Round amounts up to whole dollars.

Department Justification - Include cover letter that addresses the following: 1) Reason for request; 2) Why sufficient balances exist to finance transfer; 3) Why request can't be delayed to next budget year.

Department Head Signature

Date

Auditor-Controller:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)

Deputy Auditor-Controller

Date

TR No. _____ Budget Revision No. _____

Includes Revenue Appropriation _____ Requires 4/5ths Vote

County Administrative Officer:

(Under \$10,000 joint approval from Auditor's Office and CAO's Office)

Recommendation:

Approve _____

Deny _____

Submit for Board approval _____

County Administrative Officer

Date

Passed by Board of Supervisors of Del Norte County on _____

Ayes:

Noes:

Absent:

Attest: Clerk of the Board

By: _____

Chairperson
Board of Supervisors

October 24, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Approve Agreement with Hanson Bridgett LLP for RCTA Legal Services



RECOMMENDATION:

Approve agreement with Hanson Bridgett LLP for RCTA legal counsel services.

BACKGROUND:

RCTA has never leaned heavily on attorney services, but it is required that RCTA have one engaged for routine legal items, such as review of key contracts, leases, agreements, policy documents, and the annual Certifications and Assurances. While RCTA has been fortunate to avoid most litigation over the years, the need for a transit-savvy attorney to help RCTA comply with the growing array of Federal Transit Administration (FTA) and Caltrans legal requirements is clear. After utilizing the Del Norte County Attorney during the formative years of RCTA (2004- 2007), RCTA utilized the local Black & Rice LLP law firm for over a decade. During that time, Autumn Luna of Black and Rice became RCTA's main attorney and became familiar with RCTA and transit law in general. In 2021 Ms. Luna left Black and Rice LLP and joined the Del Norte County Attorney's Office. For continuity, in April 2021, RCTA then transferred legal representation from Black and Rice back to the County in order to continue to utilize Ms. Luna's expertise.

RCTA has been frugal in utilizing its legal services the last 18 years, having only its major documents reviewed (Operations Contracts, land lease, creation of standard consultant agreements, annual certifications and assurances) by the attorneys. An exception to this is the repeated procurement of RCTA's contract General Manager position. Due to the nature of this procurement, the General Manager cannot really manage the process, due to he/she being a potential bidder on the project, so the RCTA Board leans heavily on the RCTA Attorney every 3-5 years during the General Manager selection procurement.

DISCUSSION:

Ms. Luna left employment at Del Norte County unexpectedly in early 2022. RCTA then entered into discussions with the County Attorney's Office and was advised to seek legal representation elsewhere, due to staff workload and a lack of transit experience among remaining County legal staff.

Staff reached out to other agencies in the region, but none have indicated interest in sharing an attorney with RCTA. Staff contacted Hanson Bridgett LLP, a well-known Bay Area law firm with extensive transit agency experience, to discuss RCTA's legal needs. Hanson Bridgett currently represents several mid-sized and larger transit agencies, including Tri-Valley Regional Rail (LAVTA), SamTrans (San Mateo County Transit District) and Caltrain and the Golden Gate Bridge. RCTA's General Manager has direct experience working with Hanson Bridgett during his time at LAVTA in the mid-2000s.

Staff explained both RCTA's current legal needs and past history of minimal utilization of counsel in an effort to both educate Hanson Bridgett and obtain a proposal to slowly upgrade RCTA's array of legal needs, beginning with a "governance review" that would check for any policies that are missing

or in urgent need of updating to protect RCTA. These documents will be prioritized so that RCTA does not endure a huge jump in its legal services budget in the first year, but rather paces itself over the next three years to update and modernize its policies and procedures to be fully FTA and Caltrans compliant.

Hanson Bridgett LLP has submitted a proposal (see attached) that would bring them on-board and conducting the governance review, and a prioritization of the most important documents and policies for update and adoption during Year 1, 2, and 3. The Year 1 budget is estimated at \$30,090 with modest increases of 3.5% per year estimated thereafter, of course based on actual usage. RCTA intends to continue to conduct most of its Board meetings without having the attorney attend (this saves several thousand per year) and will be frugal with its reliance upon Hanson Bridgett in order to control costs.

The RCTA legal services budget has been in the \$5000/year range over the last several years. This has been spartan, however a side effect of this frugality is that RCTA is likely missing or has outdated policy documents that could expose the agency to litigation or non-compliance with key grant funding requirements. With no major operations or General Manager procurements anticipated in the next 2-3 years, this will give Hanson Bridgett and RCTA time to shore up its policies and procurement documents during what is hoped to be a quiet period between major procurements.

RCTA will benefit greatly from the expansion of its legal budget and capacity while negotiating the upcoming Land Lease Extension with the Fairgrounds, as well as agreements needed to secure property for the development of the future Front Street Transit Hub. Having a law firm on board that concurrently is representing several other major transit agencies in California will provide RCTA with economies of scale and depth of current transit legal knowledge that will protect the agency as it grows in the future.

RECOMMENDATION:

That the RCTA Board approve the attached agreement with Hanson Bridgett LLP for legal services.

- Attachments: 1) Hanson Bridgett RCTA Letter of Engagement & Agreement
2) Hanson Bridget RCTA Proposal Letter

CATHERINE J. GROVES
SENIOR COUNSEL
DIRECT DIAL (415) 995-5171
DIRECT FAX (415) 995-3535
E-MAIL CGroves@hansonbridgett.com



July 22, 2022

VIA E-MAIL tmtconsulting@gmail.com

Joseph Rye
General Manager
Redwood Coast Transit Authority

Re: Redwood Coast Transit Authority – Proposal for Legal Services

Dear Mr. Rye:

We appreciate your consideration of Hanson Bridgett to provide General Counsel legal services to the Redwood Coast Transit Authority. We understand that you are in need of assistance with general legal representation, including reviewing and drafting procurement documents and templates, signing annual Certifications and Assurances, attending Board meetings, and other general counsel services.

Hanson Bridgett's Relevant Transit Experience

As I am sure you are likely aware from your experience with our firm during your time at LAVTA, Hanson Bridgett has represented public agencies as a central aspect of its practice for more than 60 years, with a particular specialty in transportation work. We provide general and special counsel services to a long list of clients, including the Tri-Valley - San Joaquin Valley Regional Rail Authority (Valley Link); San Mateo County Transit District (SamTrans); Peninsula Corridor Joint Powers Board (Caltrain); San Mateo County Transportation Authority (SMCTA); Golden Gate Bridge, Highway & Transportation District (GGB); the Sacramento Regional Transit District's five Retirement Boards; and more.

Through our work as general and special counsel to transit agencies, we are intimately familiar with the broad array of federal, state and local laws and regulations which govern public transit operations. Special areas of expertise include Americans with Disabilities Act paratransit service; Buy America; public hearing requirements under federal and state law; CARB regulatory requirements; Master Agreements for FTA grants; FTA charter bus regulations; Disadvantaged Business Enterprise programs; and TDA law and regulations. These are areas in which we have periodically provided interpretative guidance, prepared comments on rulemaking proceedings, or developed implementing policies and procedures, as well as appeared before the administrative agencies responsible for these programs.

The transit industry is a heavily regulated one. Regulations have a direct effect on what the transit agencies are able to do and, therefore, must be taken into account continuously as our transit clients operate in the present and plan for the future. We are able to serve our transit agency clients given our substantial experience in the day-to-day practice of law involving the public transit industry. We know the transportation industry, having been immersed in it for more

than four decades. Over the years, we have established strong relationships with officials in the field which have facilitated positive results for our clients on numerous occasions.

Procurements and Infrastructure Projects. We regularly advise clients of changes in federal and state statutory and regulatory requirements affecting third party contracts. We have been instrumental in developing standard procurement policies, procedures, template solicitation documents and contracts drawing upon the FTA Best Practices Procurement Guidelines; applicable provisions of the California Public Contract Code; and local policies. This has helped us streamline day-to-day procurement practices. Standardization also has had the beneficial effect of permitting staff to assume substantial responsibility for all aspects of the procurement process, thereby reducing the demand for and cost of legal assistance.

We have extensive experience negotiating and documenting many different types of contracts, including formal competitive bidding and informal solicitation for procurement of materials and services, as well as negotiating complex professional services contracts with architects, engineers, software and hardware companies, operations and maintenance contractors, and other consultants. Alternative procurement methods, such as piggybacking on other public agency bids or participating in joint solicitations have also maximized efficiency and reduced processing costs for our public agency clients. We have assisted APTA in developing standard bus procurement contract documents as part of their comprehensive program to develop industry standards in key areas.

Proposed Hanson Bridgett Team & Fee Proposal

I am the proposed General Counsel to represent the Redwood Coast Transit Authority. My billing rate for 2022 is \$420 per hour. I have experience serving as outside general counsel to numerous local government agencies and have particular expertise counseling clients on compliance with FTA and FHWA requirements. In addition to advising on government ethics, governance laws, legislation, and constitutional issues, I draft, review, negotiate, and analyze a wide variety of contracts in collaboration with procurement staff, project managers, and executive staff, including agreements for professional services, goods, real estate, public works/construction, design-build and alternative project delivery, intergovernmental collaboration, funding/grants, and complex technology procurements. My representative experience includes assisting Valley Link with preparing all legal documents and policies required to become an FTA grantee. In addition, I have prepared numerous procurement policies and manuals as well as template solicitation documents and contracts.

I will be assisted by my colleagues Michael Conneran and Dayna Louie, as needed. Dayna assists our public agency clients with a variety of matters; most relevant here, Dayna provides significant day-to-day support for LAVTA, Valley Link, SamTrans, Caltrain, and SMCTA with all procurement matters. Michael's serves as general counsel for four transit agencies and is knowledgeable regarding environmental compliance and property acquisitions. Michael's billing rate for 2022 is \$450, and Dayna's billing rate for 2022 is \$375. When appropriate, we will use attorneys, paralegals, and legal research assistants at different hourly rates to handle work commensurate with their experience and expertise. Attorneys with special expertise in a given area may become involved in your representation from time to time, with your approval.

Having served as general counsel and special counsel for various agencies for decades, we are acutely aware of the variability in funding sources from year to year. We focus on providing the

most efficient legal representation possible by staffing matters appropriately to maximize the value of each team member's expertise and time and by consulting with our clients to ensure that we do only what is needed.

We work hard to ensure predictability in our billing, providing detailed and accurate budgeting at the outset of new assignments, and offer regular updates if and when the scope or nature of an assignment changes. We take seriously the importance of keeping within approved legal budgets, and advising the agency promptly when circumstances may warrant a revision.

Potential Conflict of Interest

We have identified one potential conflict of interest, as we are adverse to a member agency in a matter for a client. This would not prevent us from representing the Authority, but the ethical rules governing attorney conduct require that we provide you with notice of the situation.

We look forward to the opportunity to partner with you as General Counsel. If there is any additional information that we can provide or questions we can answer, please do not hesitate to contact me.

Sincerely,

Hanson Bridgett LLP

A handwritten signature in black ink that reads "Catherine J. Groves". The signature is written in a cursive style with a large initial "C" and "G".

Catherine J. Groves
Senior Counsel

CATHERINE J. GROVES
SENIOR COUNSEL
GOVERNMENT
DIRECT DIAL (415) 995-5171
DIRECT FAX (415) 995-3535
E-MAIL CGroves@hansonbridgett.com



October 10, 2022

VIA E-MAIL: tmtpc consulting@gmail.com

Joseph Rye
General Manager
Redwood Coast Transit Authority

Re: Engagement Letter & Fee Agreement

Dear Joe:

Thank you for the opportunity to represent Redwood Coast Transit Authority ("RCTA"). This letter will confirm your engagement of Hanson Bridgett LLP to act as General Counsel to RCTA. Our role as General Counsel will encompass the tasks described on the attached Exhibit A (the "Core Services").

I will be the attorney primarily responsible for providing legal services to RCTA. I will be assisted by Michael Conneran and Dayna Louie. Michael's, Dayna's and my hourly rates are \$450, \$375 and \$420 per hour, respectively. Our billing rates for our services to RCTA will increase 3.5% annually, beginning in January 2023, with a rate review after 5 years. When appropriate, we may use attorneys, paralegals, and legal research assistants at different hourly rates to handle work commensurate with their experience and expertise.

Our estimated budget for the Core Services is also included on Exhibit A. In the event that circumstances change and we project that our fees for any of the specific tasks listed among the Core Services will exceed our initial estimate for that task, or that our fees for the Core Services in the aggregate will exceed our estimated annual budget, we will discuss the matter with RCTA before proceeding.

Any services we are asked to provide to RCTA that are outside the scope of the Core Services ("Other Services") will be billed at our standard hourly rates. We will not undertake to provide Other Services unless we receive a written instruction from RCTA authorizing us to do so.

As described in greater detail in the attached Billing and Policy Summary, we will ordinarily bill RCTA on a monthly basis. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship. Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. We recommend that you treat our invoices as confidential documents and safeguard them appropriately.

Please refer to the attached Billing and Policy Summary for additional details regarding our representation, including an agreement to arbitrate disputes. Any matter we agree to handle for RCTA will be governed by the terms of this letter agreement.

Redwood Coast Transit Authority
October 10, 2022
Page 2

We realize there are many qualified firms to choose from and are pleased you have selected our firm to assist you with your matter. We welcome RCTA as a valued client and look forward to assisting in the achievement of RCTA's objectives.

Very truly yours,

A handwritten signature in black ink that reads "Catherine J. Groves". The signature is written in a cursive, flowing style.

Catherine J. Groves
Senior Counsel

A handwritten signature in blue ink that reads "Michael N. Conneran". The signature is written in a cursive, flowing style.

Michael N. Conneran
Partner

Attachments

Redwood Coast Transit Authority
October 10, 2022
Page 3

I have read and understand this Engagement Letter/Fee Agreement, Exhibit A, and the attached Billing and Policy Summary. I hereby confirm the engagement of Hanson Bridgett LLP to represent Redwood Coast Transit Authority in accordance with its terms.

Redwood Coast Transit Authority

By: Joseph Rye

Title: General Manager

Date: _____

To facilitate your acceptance of the foregoing, you may simply reply to this e-mail message with "approved on behalf of Redwood Coast Transit Authority" and your name. We will consider your reply message to constitute your acceptance and agreement with the terms of this letter.

Exhibit A

RCTA General Counsel Budget for 10/24/22-10/23/22						
	Mike*	Catherine*	Dayna*	Estimated		
Activity	\$450	\$420	\$375	Fees		Notes
One Board Meeting (Preparation and Attendance)	0	4	0	\$1,680		Remote attendance.
Review Current Professional Services Agreement**	0	8	12	\$7,860		Assessment of current professional services template, including review of FTA clauses; for budgeting, we assumed an overhaul of the template will be required; if not, revising HB's standard PSA template for transit clients would take approximately 2-3 hours.
Renew Ground Lease Renewal for Admin Building**	1	4	6	\$4,380		This could be a small undertaking if it's a simple renewal and there isn't much negotiation or a significant task if there are multiple rounds of review and negotiation and numerous terms to negotiate. For purposes of the budget, we assumed that there would be an initial review of a simple contract amendment to renew the lease, one discussion with staff, one round of minor edits from the state and one additional discussion with staff.
Initial Governance Audit	1	6	15	\$8,595		Initial assessment of compliance with general governance requirements (e.g. conflict of interest code, roster of public agencies, Brown Act compliance, etc.). For the initial assessment, we estimate 10-15 hours to identify the applicable requirements and meet/respond with staff to confirm if RCTA has applicable documents; 5-7 hours to review documents and suggest prioritization based on risk. A separate project budget would be required for implementation because costs would vary depending on how many edits are needed.
Miscellaneous advice on public sector law; existing and proposed California Codes and federal codes and regulations regarding transportation or otherwise relevant to RCTA; application of the public contract code to RCTA projects, generally; routine conflicts of interest and Brown Act issues and assisting with routine Public Records Act requests; annual audit letter	0	10	9	\$7,575		Estimated hours; services to be provided as requested by RCTA.
Total Estimated Hours/Fees	2	32	42	\$30,090		
Paralegal rate \$275*						
Clarifications to Scope of Work						
*Rates increase by 3.5% annually, effective January 2023.						
**Two contracts will be reviewed under this budget: Current Professional Services Agreement template and Ground Lease Renewal for Admin Building.						
For services outside the core services described above, we will charge hourly rates. Our transit law expertise means we can provide these services with maximum efficiency. We focus on providing the most efficient legal representation possible by staffing matters appropriately to maximize the value of each team member's expertise and time and by consulting with the agency to ensure that we do only what is needed.						
Any additional work not listed above is outside the scope, and Hanson Bridgett and RCTA will mutually determine if the project/matter warrants our special assistance. For instance, this estimated budget <i>excludes</i> all of the following:						
Labor and employment and employee benefits support;						
Claims, investigations and litigation work, including preparation for and filings required for acquisition of rights-of-way via eminent domain, as well as labor arbitrations and mediations;						
Real property work (the Transit Center/Cultural Center project would require a separate project budget);						
Advice and counsel required for compliance with CEQA, NEPA and other environmental and hazardous materials laws, including engaging with experts in vehicle miles travelled, air pollutants, noise pollution, etc. (a separate project budget would be required for all of this work);						
Conducting full audit regarding FTA compliance, including reviewing RCTA's procurement policy and manual, updating RCTA's Title VI program and accessibility documents (a separate project budget would be required);						
Assisting with procurement of specialized technology;						
Support for RCTA's infrastructure/construction projects;						
Legislative support and analysis; and						
Drafting of ballot measures and related support.						

Billing and Policy Summary

- 1. Billing Practices.** We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This “Billing and Policy Summary” sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
- 2. Fees.** Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
- 3. Other Charges.** Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. Usually we bill such charges to a client’s account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting, data storage and expert witnesses. In some cases, we may request that a client pay the invoice of an outside vendor directly. These expenses are billed at the actual cost with no additional mark up to you. We reserve the right to make periodic adjustments to these charges.
- 4. Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.
- 5. Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.
- 6. Payment Terms.** Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Invoices that remain unpaid after thirty (30) days from the invoice date are subject to a late payment charge of ten percent (10%) per year. Payments that are made “on account” and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.

7. **Credit Report.** By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.
8. **Insurer's Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.
9. **Preservation of Electronic Information.** If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. We will conduct an assessment of your electronic information systems. The assessment will include an initial evaluation and an in-depth identification of sources of relevant information. In the meantime, we recommend that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.
10. **Conflicts Review.** We have performed a computerized check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.
11. **Identity of Client.** Our engagement is with the person or entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.
12. **Advance Waiver.** Given the scope of our firm wide business and client representations, it is possible that during or after the time we represent you, some of our present or future clients will ask us to represent them in disputes or transactions with or involving you which are substantially unrelated to our representation of you. We understand that you have no objection to our representation of parties with interests adverse to you, and that you consent to such representations and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you. Accordingly, you agree that (i) we can in the future represent existing or new clients in any matter, including litigation or other

disputes, so long as the matter is not substantially related to our work for you, even if those other clients' interests are adverse to you in the other matter; (ii) we may obtain confidential information of interest to you in these other matters that we cannot share with you; and (iii) you waive any conflict of interest that might arise from any of these representations and will not seek to disqualify us in or assert a conflict of interest with respect to any of those representations.

We agree, however, that your consent to, and waiver of such representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material disadvantage.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise, and consistent with our ethical standards, that you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships, provided we timely implement an ethical screen consistent with our customary practices to prohibit those lawyers from participating in your matter and we provide you with written notice of our implementation of the ethical screen.

13. Cooperation. To perform our services effectively, we require the support of each client. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.

14. No Warranty of Result. We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

15. Return and Disposition of Files. After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.

16. Dispute Resolution. While we certainly do not anticipate conflict between us, in the event of any material dispute regarding the services provided or fees charged by the firm which cannot be settled amicably, we both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in San Francisco in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. We further agree that the arbitration will be subject to the Federal Arbitration Act. Any dispute shall be strictly confidential between us and, except for our own representatives, will not be disclosed to any other person or entity. You have the right to consult with independent counsel before agreeing to this provision or signing this engagement letter.

17. Mandatory Fee Arbitration. Notwithstanding Section 16 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 16 above.

18. Internal Firm Communications. In the course of your representation, it may become necessary for our lawyers to analyze or address their or the firm's professional duties or responsibility regarding an issue in your matter by consulting the firm's General Counsel. We believe that the ability of our lawyers to consult on such issues as needed benefits the firm and our clients and is part of our efforts to maintain our high standards of ethics and professionalism. You will not be charged for such consultations if they occur. It is possible that a conflict of interest might be deemed to exist as between our lawyers and the firm on the one hand and you or your company on the other hand, arising out of these communications. As a condition of this engagement, you consent to waive any claim of conflict of interest that might be deemed to arise out of any such communications. You further agree and acknowledge that these are our attorney-client communications protected from disclosure to you or anyone else and that you will not seek to discover or inquire into them and may not be advised that they are occurring. Before agreeing to this waiver, we encourage you to seek independent counsel regarding the import of this consent. Of course, nothing in the foregoing shall diminish or otherwise affect our obligations to keep you informed of all material developments in your representation, including any conclusions arising out of such internal communications to the extent that they affect your interests. Your execution of our Engagement Letter confirms your agreement to this provision.

19. Termination. Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. In this event, we will be entitled to receive all fees and costs incurred up to the date of termination. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis, can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination.

20. Miscellaneous. From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each

marketing email which enables you to opt out of our mailing lists. Except as provided in Section 16, our agreement will be governed by California law.

21. Entire Agreement; Notice. This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. If mailed, I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.

October 24, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: RCTA Fiscal Year 2021-22 Annual Report – System Performance



RECOMMENDATION:

Information only.

BACKGROUND:

RCTA entered FY 2021-22 sixteen months into a devastating global pandemic. COVID-19 ravaged public transit perhaps worse than any other sector, causing legislative relief from Congress in the form of robust one-time operating assistance packages (CARES, CRRSSA ARPA). Prior to March 2020, RCTA had been doing well and even growing its student ridership.

FY 2021-22 in general featured a relaxing of pandemic impacts, and a slight recovery in RCTA ridership. Travel restrictions were not in place, and late in FY 2021-22 the federal mask requirement was lifted for users of public transportation. In other words, most of the COVID-19 pandemic impacts waned in FY 2021-22, but ridership did not quickly recover to pre-pandemic levels. This is true of RCTA, but also of the majority of transit agencies in the United States. COVID-19 impacts such as remote working (via Zoom or Teams) and general aversion to travelling in close proximity to strangers continue to linger. FY 2021-22 “highlights” include:

- Service was held at a low, pandemic level, sustaining cuts made in April 2020 most of the fiscal year, Overall revenue hours were up 8.35%, while DAR hours were up 17%
- DAR ridership rose by 14%, with RCTA providing 17.2% more DAR hours in FY 21-22
- Crescent City Local Routes (1-4) gained 39.5% over prior year ridership, with RCTA providing only 1.34% more revenue hours on the CC Locals in FY 21-22
- Route 20 and 199 (Regional Routes) recovered slightly, up 5.62%, even though RCTA provided 14.9% more regional service hours in FY 21-22

DISCUSSION:

In general, transit agencies in the USA have experienced staggering ridership losses since early 2020 due to the COVID-19 pandemic, with very few agencies seeing those riders fully return.

Attachment 1 – FY 2021-22 RCTA Annual Report Performance Section Draft

October 24, 2022

MEMO TO: Board of Directors

FROM: Joe Rye, General Manager

SUBJECT: Approve Agreement with Mark Shaffer Consulting for South Oregon Shuttle Planning Study



RECOMMENDATION:

Authorize an agreement with Mark Shaffer Consulting for planning services for the South Oregon Shuttle Planning Study and authorize General Manager to execute the agreement.

BACKGROUND:

RCTA was approached during the 2022 Del Norte Local Transportation Commission Unmet Transit Needs (UTN) process about the need to provide some type of additional transportation to either Southern Oregon or Humboldt County to better meet the needs of folks who must travel out of the area for specialty medical services. The Del Norte Healthcare District brought the idea to life at this year's UTN, and has pledged \$20,000 to help fund a planning study and to launch a service (if viable) in 2023. RCTA will match this with \$20k for a total planning study budget of \$40,000. Unused planning funds will be used to launch a service in late FY 2022-23 or returned to the funding agency budgets if no pilot service is deemed viable. RCTA has expanded the initial scope to include shopping trips, and to include Humboldt County as a minor focus area, even though RCTA already provides daily trips to Arcata, with modest ridership.

The RFP was released on August 8, 2022. Nearing the original proposal deadline of September 9, RCTA discovered that no proposals were forthcoming, and additional outreach to more consultants to obtain a proposal would be needed. Addendum #1 was issued on September 5, extending the proposal due date to September 30, 2022. One proposal was received by the new due date. Mark Shaffer Consulting submitted a proposal that adhered well to the requirements of the RFP, and was deemed complete by the scoring committee. The RFP scoring committee then scored the proposal to ensure it was indeed responsive. The average score was 86, above the FTA best practice score of 80 to justify awarding to a single bidder on a project.

RECOMMENDATION

That the Board approve an agreement with Mark Shaffer Consulting in a not-to-exceed amount of \$25,150 and authorize the General Manager to execute the agreement.

Attachments

- 1) Agreement between RCTA and Mark Shaffer Consulting for South Oregon Shuttle Planning
- 2) Mark Shaffer Consulting Proposal in response to RCTA RFP – South Oregon Shuttle
- 3) RCTA South Oregon Shuttle RFP and Scoresheets

**AGREEMENT FOR SOUTH OREGON SHUTTLE
TRANSIT PLANNING SERVICES FOR
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 24th day of October 2022, by and between the Redwood Coast Transit Authority (“RCTA”), and Mark Shaffer Consulting, an independent Contractor (“Contractor”).

RECITALS

WHEREAS, RCTA has a need to contract with an established contracting entity/company to furnish transit planning services to Redwood Coast Transit Authority in Del Norte County, operating under the moniker of Redwood Coast Transit, services that Contractor is specially trained and experienced and competent to perform; and

WHEREAS, RCTA requested written proposals and Contractor submitted a timely and complete proposal in response, and RCTA deemed Contractor the most qualified to perform the services of 2022 South Oregon Shuttle Planning Study; and

WHEREAS, RCTA has selected Contractor for the 2022 South Oregon Shuttle Planning Study.

NOW THEREFORE, in consideration of the work to be rendered and the sums to be paid for that work, and each and every covenant and condition contained in this Agreement, the parties agree as follows:

1. SERVICES

Contractor is engaged by this Agreement as the duly authorized consulting firm for the South Oregon Shuttle Planning Study for RCTA and must provide the lead on the project, including planning the project timelines, outreach events, deliverables including drafts and tech memos, capital projects, service alternatives analysis, analysis of managerial staffing model including a peer review, and presentation of the project to the RCTA Board of directors and possibly other stakeholders. The final deliverable will be the South Oregon Shuttle Planning Study, as described in the attached Exhibit A (proposal). The Scope of Services may be revised or updated from time to time by mutual written agreement of the parties.

2. TERM AND TERMINATION

This Agreement begins on October 24, 2022 and, continues until the project is completed, estimated by June 30, 2023.

3. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of RCTA. At all times during the term of this Agreement, Contractor will be responsible for his/her own property and income taxes, worker’s compensation insurance, and any other costs and expenses in connection with the

performance of services under this Agreement. RCTA does not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

Contractor must provide all his/her own general overhead necessary to perform the required services, including but not limited to office equipment, clerical assistance, utilities, telephone charges, local travel, insurance, and office supplies, and is not entitled to reimbursement for these. Details at this level are contained in the RFP, and the Contractor Proposal and are enforceable herein.

4. COMPENSATION

As compensation for the services provided hereunder, RCTA will pay Contractor in accordance with Contractor's Cost Proposal, which is an element of Contractor's Proposal and incorporated herein by this reference and attached hereto as Exhibit A. Contractor will submit invoices reflecting work performed prior to payment for services. Invoices will be submitted to RCTA once per month or as mutually agreed upon during the course of the project. Contractors invoicing procedure must comply with all federal, state, and local laws, policies, and guidelines.

5. RECORDS

Contractor must file and keep all records pertinent to RCTA activities. These are the property of RCTA and Contractor must transfer all records to RCTA upon termination of the contract. Contractor will develop and follow a records retention policy that complies with applicable State of California, Caltrans, and Federal Transit Administration laws and policies. Contractor will make all records available to state and local agencies and the public as appropriate and in compliance with California law.

6. INSURANCE

During the term of this Agreement, Contractor must maintain insurance of the types and amounts designated below. Certificates of insurance in the form approved by the Risk Manager of Del Norte County must be filed with the County Risk Manager concurrent with the execution of this Agreement. The insurance must name RCTA as an additional insured on a primary basis for General Liability Insurance and must state that the policy will not be canceled nor the scope of coverage reduced by the insurer except after filing written notice thereof with RCTA 30 days in advance. No work is authorized until the insurance certificates are filed.

- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If general aggregate limit applies, either the general aggregate limit will apply separately to this Agreement or the general aggregate limit will be twice the required occurrence limit.
- b. Worker's Compensation. As required by the State of California, within Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code

9), with limits no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

7. LICENSES, PERMITS, ETC.

Contractor represents and warrants to RCTA that he/she/it has all licenses, permits, qualifications, and approvals legally required for Contractor perform the services required by this Agreement. If at any time Contractor ceases to have the licenses, permits, qualifications, or approvals required for Contractor to perform the services, Contractor will immediately notify RCTA and this Agreement may be terminated at RCTA's discretion.

8. STANDARD OF PERFORMANCE

Contractor must perform all services required by this Agreement in a manner and according to the standards observed by competent practitioners of the profession in which Contractor is engaged. Failure to perform services in such a manner is grounds for termination of this Agreement.

9. INDEMNITY

Contractor must defend, indemnify, and hold harmless RCTA and its elected and appointed officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement.

10. THE CIVIL RIGHTS, HCD, AND AGE DISCRIMINATION ACTS

During the performance of this Agreement, Contractor ensures that no otherwise qualified person will be excluded from participation or employment, denied program benefits, or be subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

11. STATE NONDISCRIMINATION CLAUSE

During the performance of the services required by this Agreement Contractor and any subcontractors must not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractor and any subcontractors will ensure that the evaluation and treatment of any employees and applicants for employment are free of such discrimination. Contractor and any subcontractors will comply with the provisions of the Fair Employment and Housing Act and the applicable regulations, which are incorporated by this reference. Contractor and any subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement.

12. CONFLICT OF INTEREST

No Congressional representative and no resident commissioner may receive any benefit from this grant agreement or activity. None of the Contractor's officers, members or employees, designees or agents, governing board members, or other officials of Contractor have any interest in any contracts or proceeds for the work done in conjunction with this Agreement other than payment for services provided under this Agreement.

13. DRUG-FREE WORKPLACE CERTIFICATION

The Contractor certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 and will take the following actions, if necessary:

- a. Publish a statement to notify the Contractor's employees, if any, of prohibition of the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and tell them what actions may be taken against them for violations;
- b. Establish a Drug-Free Awareness Program to inform employees, if any, of the danger of drug abuse at work, the Contractor's drug-free workplace policy, and available employee assistance programs, and the penalties for violation of the drug-abuse policies; and
- c. Give every employee, if any, a copy of the drug-free policy statement and require they abide by its terms as a condition of employment.

14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Contractor must comply with the ADA and applicable regulations and guidelines thereof, which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

15. COMPLIANCE WITH LAWS.

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work performed under this Agreement. Contractor is responsible for understanding and adhering to laws and policies specific to the work performed under this Agreement. The exclusion of an applicable law, policy, or guideline from this Agreement does not excuse Contractor from responsibility for knowing and following such law, policy, or guideline. Contractor's failure to comply with applicable law, policy, or guideline is grounds for early termination of this Agreement.

16. MONITORING AND AUDITING

Contractor agrees to be subject to monitoring and auditing by RCTA and any other entity legally entitled to account for funds expended for performance under the terms of this Agreement. Such monitoring may include, but not be limited to, monitoring for compliance with RCTA's state and federal contracts, project schedule adherence, and plan content.

17. GOVERNING LAW AND CHOICE OF FORUM

This Agreement will be administered and interpreted under California law. Any litigation arising from this Agreement must be brought in Superior Court of Del Norte County.

18. COSTS AND ATTORNEYS FEES

If any party commences any legal action against the other party arising out of this Agreement of the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys’ fees.

19. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

20. ENTIRE AGREEMENT

This Agreement, and the Proposal submitted by Mark Shaffer Consulting in response to the request for quotes, combine to form the entire agreement between the parties with respect to its subject matter. This Agreement may be amended from time to time by the written approval of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on October 24, 2022.

REDWOOD COAST TRANSIT AUTHORITY:

By: Joseph Rye, General Manager

Date: _____

APPROVED AS TO FORM:

, Counsel
Redwood Coast Transit Authority

CONTRACTOR:

Mark Shaffer, Mark Shaffer Consulting

Date: _____



Redwood Coast Transit Authority
c/o TMTP Consulting LLC
900 Northcrest Drive #134
Crescent City, CA 95531
(707) 235-3078
E-mail: tmtppconsulting@gmail.com

REQUEST FOR PROPOSALS

for
Transit Planning Services – South Oregon Shuttle

Redwood Coast Transit Authority

Prepared for: Redwood Coast Transit Authority

Prepared by: Joseph Rye, General Manager
900 Northcrest Drive #134
Crescent City, California 95531

Final Issued August 8, 2022

A handwritten signature in blue ink that reads 'Joseph Rye'. The signature is fluid and cursive, with the first name 'Joseph' being larger and more prominent than the last name 'Rye'.

Joseph Rye
General Manager
Redwood Coast Transit Authority

1. BACKGROUND

THE REGION: The region served by the Del Norte Local Transportation Commission transportation planning activities exists totally within the boundaries of Del Norte County. Del Norte County is California's northernmost coastal county, with a land area of approximately 1,070 square miles. The County is bounded by Curry County, Oregon, to the north, mountainous Siskiyou County to the east, Humboldt County to the south, and by the Pacific Ocean to the west. Crescent City, the county seat, is located roughly halfway between Portland, Oregon (330 miles north) and San Francisco, California, (350 miles south). Regionally, Crescent City is located approximately 85 miles north of Eureka, Humboldt County, about 26 miles south of Brookings, Oregon and 83 miles west of Grants Pass, Oregon and Interstate 5.

The principal north-south route through Del Norte County is US Highway 101 (or Highway 101), which provides access to coastal towns and cities to the north and south. Crescent City is located on US Highway 101. Del Norte County has two main routes providing access to inland communities: State Route, or SR 197/US Highway 199 to Hiouchi and Gasquet, and Route 169 to Klamath Glen. SR 197/US Highway 199 connects US Highway 101 to the Interstate 5 in Oregon.

The county's diverse geography includes inland mountain ranges of coniferous forests, low coastal mountain ranges with temperate forests and the Redwood State and National Parks, and rugged coastlines with gray sand beaches on the Pacific coast. The climate of Del Norte County is consistently mild along the coast, becoming more variable inland. In Crescent City and along the coastal fringe, there is minimal temperature fluctuation. Coastal daytime temperatures average 45-55 degrees during winter months. Temperatures increase to 55-65 degrees during mid summer and early fall months, with higher temperatures when coastal fog disperses. Inland, temperatures differences are more marked. Del Norte County/Crescent City area's annual rainfall generally ranges between 70 - 80 inches, with the heaviest rainfall occurring from November through March.

POPULATION: The California Department of Finance estimated the Del Norte County population at 27,218 as of 2022. This includes a population of 21,158 within the unincorporated area of the County and 6,060 within the City of Crescent City.

ORGANIZATION AND MANAGEMENT: The Redwood Coast Transit Authority Board of Directors consists of five members—two members representing the Del Norte County Board of Supervisors and two members representing the City of Crescent City. With the addition of a representative of the General Public, the DNLTC Board provides policy direction to their contracted staff. Since 2016, TMTP Consulting and Herron Consultants (Joe Rye and Dan Herron) have partnered to manage RCTA under a series of contracts with the Board of Directors.

The TMTP/Herron General Manager contract is a part-time position, and neither party resides in Crescent City. This remote, part-time managerial model is fiscally effective

but features challenges implementing projects and managing daily operations. First Transit is the operations and maintenance contractor for Redwood Coast Transit Authority and provides all the system's personnel and features a full-time local General Manager (Fernando Hernandez) who is a key manager on-site in Crescent City.

HISTORY OF REDWOOD COAST TRANSIT AUTHORITY AND TRANSIT

DEVELOPMENT PLAN: Redwood Coast Transit Authority (RCTA) was formed in June 2004 to provide public transit services in Del Norte County. The City of Crescent City and the County of Del Norte each appoint two members of their governing boards to the RCTA Board of Directors. These members appoint one additional at-large member. The Board of Directors makes all policy decisions regarding the transit system. RCTA has hired a private contractor, First Transit, Inc., to manage and conduct day-to-day operations and maintenance.

Redwood Coast Transit Authority services are detailed on the RCTA website at www.redwoodcoasttransit.org. These services include Crescent City area fixed routes and Dial-A-Ride, and regional flex route service which includes an interregional bus route between Smith River and Arcata that connects Del Norte County with Curry County, Oregon (at Smith River) and with Humboldt County via US 101. RCTA redesigned its "Crescent City Local" routes in 2007. In July 2009, a new Route 199 was implemented to provide service between Crescent City and the unincorporated communities of Gasquet and Hiouchi to the east via US 199. In February 2011, Night Service was added to Route 20 between Arcata and Crescent City which eventually morphed into RCTA's Greyhound Interline partnership. In recent years, on-time performance problems led to retiming and minor alignment changes to Crescent City Local routes in 2017. Route 10 was eliminated (due primarily to ridership loss from the new Yurok Tribal Transit System (YTTS). Route 20 was modified to cover some former Route 10 territory including the unincorporated village of Klamath Glen. When the COVID-19 pandemic struck the world in March 2020, RCTA was ready with a list of low productivity services, and proactively cut service by 33% to rightsize the system with vanishing demand.

The Short Range Transit Plan in Del Norte County was fully updated in 2019, just before the pandemic. The 2019 SRTP/TDP encompassed the five-year time frame of 2019-2024. However, the impacts of COVID-19 were so profound, RCTA felt the need to conduct a mini-SRTP Update in 2022, updating chapters that were rendered obsolete by COVID-19, including the operating and capital budgets, and the new CTSA Chapter. RCTA became Del Norte County's CTSA (Consolidated Transportation Services Agency) in 2018 and launched its first two CTSA programs in January 2020. The issue of medical and specialty shopping transportation to South Oregon, and to a lesser extent Humboldt County, has emerged intermittently over time. Locals with access to automobiles routinely drive to South Oregon or Humboldt for special services.

Summer of 2022 saw RCTA reinstate most services cut during the pandemic, while ridership slowly and partially recovered.

2. PROJECT DESCRIPTION

The Redwood Coast Transit Authority is soliciting proposals from qualified individuals and consultants to prepare a planning study to assess and analyze existing conditions, evaluate the markets for, and optimal service delivery model to launch a transit service based in Del Norte County that would enable access to specialty medical services and higher order shopping in Southern Oregon (Grants Pass and Medford areas) and improve existing access (via RCTA Route 20) to same medical and shopping facilities in Humboldt County, CA (Eureka/Arcata area). The primary focus is Southern Oregon, although one chapter is desired to focus on Humboldt County (CA) medical travel, including how to modify Route 20 to be more attractive to medical and shopping trips.

PROJECT GOALS AND OBJECTIVES: The overall goal of this project is to develop a current snapshot of the medical travel, including Non-Emergency Medical Transportation (NEMT), markets in Del Norte County, existing resources and eligibility criteria, gaps in coverage and unmet needs. This will render a comprehensive look at strengths and gaps in coverage of the system as it exists today.

In Phase 1, consultant will conduct an examination of the current medical transit needs, including the current NEMT markets. While gathering data on physician referrals, issues with insurance provider preferences, etc., consultant will create a deliverable of a detailed list (in excel) of medical offices and facilities in both Southern Oregon and Humboldt County. As an option, consultant can provide a simple map to depict the locations of medical facilities in South Oregon and Humboldt. In addition, major shopping centers will be added to the map to evaluate shuttle destination areas.

Consultant shall include extensive outreach to the medical community, starting with local Del Norte County medical providers, then extending to the specialists in Southern Oregon (and Humboldt) to which Del Norte providers refer their patients for specialty medical services. A detailed list of locations, specialties, and preferred days of the week for a shuttle operation shall be created. Interviews will be required with the medical community to build this key detailed data list. Phase 1 of the project will produce a tech memo detailing findings on existing conditions, gaps, barriers, and data showing the magnitude of the medical transport needs to both South Oregon and Humboldt (CA). Its possible that no significant market gaps are identified after extensive research. RCTA will make the call on whether or not to undertake the Phase 2 scope (alternatives).

Consultant will identify and interview existing NEMT providers and brokers to assess the current NEMT travel options, eligibility criteria, and identify gaps in coverages. Information describing the current NEMT vendors and how they are serving residents of Del Norte County today, and gaps in coverage shall be documented in Phase 1.

In Phase 2, consultant shall develop 2 or 3 potential service delivery alternatives, not limited to a RCTA delivered shuttle. Alternatives should include estimated costs, parameters, etc. Any RCTA solution shall include established labor rates and fleet composition, fuel costs, labor hour constraints, and other criteria. RCTA has about

\$50k/year in CTSA funding, but also must continue the two existing CTSA programs (ADA Eligibility Determination and Transit Travel Training) started in 2020. This planning study is funded by RCTA and the Del Norte Healthcare District, who are supporters of this project and funding partners in the study. RCTA is hoping to launch a service in the summer of 2023, if viable market(s) are identified and can be served.

PUBLIC PARTICIPATION: In Phase 1 consultant will conduct extensive research through phone interviews with the local Del Norte primary care physicians, hospitals, and County Health Department officials, plus Southern Oregon and Humboldt specialty medical providers. Contact lists and a letter explaining the Study will be provided to Consultant by the Del Norte Healthcare District. The research interviews will generate a detailed list of contacts as well as fields for location, hours of operation, POC, which days a shuttle might be most needed, at each facility. In Phase 2, 2-3 alternatives will be developed, based on research in Phase 1. *As an option*, consultant will create an online survey for distribution to the Del Norte medical community, general public and various gatekeepers (social service agencies, Senior Center, medical offices) to vet preferences among the Phase 2 alternatives under consideration.

A remote, zoom presentation of the study findings to the RCTA Board of Directors shall be budgeted for. This presentation will likely occur in late spring of 2023.

3. SUBMITTAL PROCEDURES

One electronic copy of your proposal should be sent via email to Joseph Rye, General Manager, Redwood Coast Transit Authority, 900 Northcrest Drive #134, Crescent City, CA 95531. The electronic copy must be unlocked to facilitate inclusion in agenda packets and emailed by proposal deadline to tmtpcconsulting@gmail.com. Proposals shall be received (postal and electronically via email) no later than 5:00 p.m. on September 9, 2022. Proposals received later than that time will not be considered. Proposals must not exceed 30 pages, brevity is requested.

4. PROPOSAL CONTENT

Your proposal shall be evaluated using the four criteria sections described below:

EXPERIENCE AND QUALIFICATIONS: In order to provide RCTA with the best possible expertise, proposals may be submitted by an individual, a consulting firm, or by a team of two or more individuals or firms. If the proposal is made by a team, one member must be designated as the lead member. The contract will be written with that member, who will be the responsible party. Others should subcontract with the lead member. RCTA seeks innovative transit service planners with expertise in NEMT as well as innovative fixed-route and paratransit services of this nature, and who have experience in rural transit environs and in communicating with the medical community.

Your proposal should contain a detailed resume for each individual who would actually be performing work on this project. Billing rates of involved staff, plus total hours expended per team member shall be clearly shown in the proposals.

SCOPE OF WORK: Exhibit A and this RFP define the ultimate product of this project, the South Oregon Shuttle Scope of Work. Your proposal must define, in detail, your method for arriving at that final product, its format and the level of detail that will be provided. Your scope of work shall be divided into individual tasks, with descriptions of what will be accomplished, and by whom. Include technical methodology that would be used, and public participation opportunities (optional or not) that can help ensure the success of the study effort. It is important to note that Phase 1 is the most important element, a complete assessment of the current medical transport situation and identifying if indeed there are significant gaps in coverage, and if RCTA could fill a critical role in the future. Consultants are encouraged to commit enough hours to Phase 1, as Phase 2 may not be necessary depending upon the findings of Phase 1.

SCHEDULE: Your proposal should define a schedule for each task, including target dates for public hearings and review by the RCTA Board of Directors. It is our plan to have a draft South Oregon Shuttle Plan by April 30, 2023, with a final by May 31, 2023.

COSTS: The contractor will be responsible for providing all staff work, printing, postage, telephone, staffing of meetings, and making a presentation to the RCTA Board. RCTA Board meetings utilize Zoom technology so presentations can be delivered remotely to save time and money. Staff will oversee this project, provide comments on draft material and will provide and clarify existing data. Calculation of costs shall be shown by task including personnel hours or days and cost per hour or per day. Show labor, materials, services, overhead and profit separately. The maximum budget for the contractor's responsibilities listed above is \$50,000. Your proposal cost and the amount of staff hours dedicated to the study is one of the selection criteria.

5. SELECTION

Proposals will be reviewed by RCTA and DNLTC staff and Transportation Advisory Committee members, and will be ranked according to the following criteria:

- 30% Experience/Qualifications of Proposer(s)
- 50% Approach, Methodology, Innovative Analysis, quality and clarity of the detailed Scope of Work.
- 10% Cost.
- 10% Schedule

RCTA reserves the right to reject any or all proposals, to waive any irregularities in proposals, and to negotiate scope and price with one or more proposers. RCTA will notify the successful proposer by September 26, 2022, or as soon as possible thereafter. Unsuccessful proposers will be notified as soon as practical after selection.

6. REPORT CONTENT

See Exhibit A and the description above for the full scope of work requested.

Alternative proposals will be considered based on NEMT industry best practice and the unique challenges of establishing a demand responsive service catering to medical and shopping needs in a rural transit environment, in a remote, economically challenged area. However, rationale for various approaches must be described in detail.

7. PLAN REVIEW

The project work will be guided and technically reviewed by the RCTA General Manager, the Del Norte Healthcare District Point of Contact (Board Member), and RCTA First Transit contractor staff. Project will include a Phase 1 deliverable by February 28, 2023, and a presentation of the final report to the RCTA Board by May 31, 2023. A tech memo should be created to summarize the findings of Phase 1, including the detailed list of Del Norte PCPs, South Oregon and Humboldt specialty medical providers and facilities. This detailed list shall be included in the Phase 1 deliverable submitted to RCTA by the end of February 2023. Should Phase 1 lead to Phase 2 (the alternatives analysis and potential shuttle operating plan), Consultant should create a draft Phase 2 alternatives analysis by March 31, 2023, receive stakeholder input, and include both Phase 1 and Phase 2 tech memos into a Draft Plan by late April, 2023. RCTA and Healthcare District input will be included into a Final Plan by May 31, 2023.

Electronic unlocked copies of all deliverables will be accepted.

8. PROPOSED PROJECT SCHEDULE – SUBJECT TO CHANGE

A.	August 8, 2022	RFP issued
B.	August 26, 2022	Last day for submission of questions
C.	September 5, 2022	Issuance of addenda, if any
D.	September 9, 2018	Proposal submittal due date and time 5:00 p.m. California time – e-mail submittals required by due date and time
E.	September 12-16, 2022	Proposal Scoring
F.	September 26, 2022	RCTA Board of Directors awards contract
G.	September 30, 2022	Commence service/Contract Begins
A.	February 28, 2022	Tech Memo #1 (Phase 1 existing conditions) due
B.	March 31, 2023	Tech Memo #2 (Alternative Analysis) due
C.	April 24, 2023	Present Draft Final Plan to RCTA Board
D.	May 31, 2023	Final South Oregon Shuttle Plan due

Exhibit A

Southern Oregon & Humboldt Medical (NEMT) and Shopping Shuttle Feasibility Study 8/8/2022

Scope of Work

- E. Inventory of Existing Transportation Services (Del Norte to South Oregon, and Del Norte to Humboldt): Conduct extensive outreach to the NEMT transportation and medical communities to compile a full spectrum of what transportation services are currently available to residents of Del Norte County, those eligible for MediCAL and the general public, going to either Southern Oregon and Humboldt County. This will require outreach to existing NEMT (non-emergency medical transportation) transport providers. Identify barriers and gaps in existing network, including eligibility, first mile/last mile, fares, schedules, etc. Information to be compiled in detailed list include names and contacts for different NEMT and other medical transportation providers, service areas, eligibility criteria, days and hours of operation, fees/fares, current ridership, barriers to new customers, etc.
- F. Inventory of Specialty Medical Needs: Extensive outreach to the Del Norte medical community, focused on PCPs (primary care physicians), Sutter Coast Hospital, and the County Health Department, to compile a full spectrum of what medical specialties are unavailable in Del Norte County, and where patients are referred to outside the County for their specialty medical referrals, and how insurance/funding impacts referrals. Create detailed list of specialty medical providers that receive referrals from Del Norte primary care physicians, including points of contact, specialty, days of operation, office locations. Obtain from specialty medical providers what days would be optimal for a shuttle to operate to bring Del Norte patients to/from their offices. Optional – map facility locations.
- G. Using the internet, identify major shopping destinations in both Humboldt and Southern Oregon that offer higher level shopping than what is available locally in Del Norte (Wal-Mart, Safeway, TSC), including addresses, stores, and hours of operation of key shopping attractions. Optional - Add to facilities project map.
- H. Phase 2 - Evaluate specialty medical and shopping needs as identified in Scope Items E-G (Phase 1), in both Southern Oregon and Humboldt County, with a goal of identifying what RCTA and/or SW Pointe could do to modify existing services to better meet medical/shopping needs with existing and/or new, modified service. For Southern Oregon, evaluate if existing SW Pointe service could be utilized in some fashion to meet Southern Oregon medical and shopping needs. For Humboldt, evaluate if RCTA could modify/extend Route 20 to drop off closer to major medical offices and facilities, or seek a transfer partnership with HTA to help RCTA riders with the first/last mile to/from Eureka medical and shopping.

- I. Phase 2 Alternatives Analysis – Develop alternative service models, including a do-nothing scenario, for 2-3 alternatives, possibly including a new service to Southern Oregon from Del Norte County, and possible service modifications/partnerships to Route 20 to provide easier access to specialty medical and shopping in Humboldt County. Develop planning level cost estimates for all alternatives under consideration. RCTA is open to unconventional or non-traditional alternatives if they may address gaps in medical transportation more efficiently than a fixed-day shuttle service.
- J. Phase 2 *Optional* Once 2-3 alternatives are developed, develop a *medical provider and gatekeeper survey component* (an online survey or similar) to vet the various alternatives under consideration and get input on the options. Develop and implement the online survey and compile and present results
- K. Phase 2 - Operating Plan Element: Create a Financial Plan (Capital and Operating) for any alternative featuring RCTA providing a shuttle based on RCTA's current CTSA labor cost structure, estimate fuel consumption and cost, available CTSA budget, after funding RCTA's two existing CTSA programs (ADA Eligibility and Transit Travel Training) Determine the service level that can be supported entirely within CTSA budget, with and without outside support from the Healthcare District. Develop cost estimates for any and all alternatives for improving Route 20 to increase ease of use for medical and shopping trips, including partnerships with HTA to decrease transfers and transfer penalties, wait times, etc.
- L. Final Deliverable (regardless if Phase 2 is pursued) - Develop Draft Medical and Shopping Shuttle Study, comprised of Phase 1 tech memo, Phase 2 tech memo (if pursued) and summary narrative describing the findings. Present Draft to RCTA Board of Directors via Zoom. Receive and incorporate comments on draft. Deliver Final Study based on feedback received, board and staff direction.

**AGREEMENT FOR SOUTH OREGON SHUTTLE FEASIBILITY STUDY
TRANSIT PLANNING SERVICES FOR
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 26th day of September 2022, by and between the Redwood Coast Transit Authority (“RCTA”), and xxxxxxxxxxxx, an independent Contractor (“Contractor”).

RECITALS

WHEREAS, RCTA has a need to contract with an established contracting entity/company to furnish transit planning services to Redwood Coast Transit Authority in Del Norte County, operating under the moniker of Redwood Coast Transit, services that Contractor is specially trained and experienced and competent to perform; and

WHEREAS, RCTA requested written proposals and Contractor submitted a timely and complete proposal in response, and RCTA deemed Contractor the most qualified to perform the services of the South Oregon Shuttle Feasibility Study; and

WHEREAS, RCTA has selected Contractor for the South Oregon Shuttle Feasibility Study Project.

NOW THEREFORE, in consideration of the work to be rendered and the sums to be paid for that work, and each and every covenant and condition contained in this Agreement, the parties agree as follows:

1. SERVICES

Contractor is engaged by this Agreement as the duly authorized consulting firm for the South Oregon Shuttle Feasibility Study for RCTA and must provide the lead on the project, including planning the project timelines, outreach events, deliverables including drafts and tech memos, capital projects, service alternatives analysis, analysis of managerial staffing model including a peer review, and presentation of the project to the RCTA Board of directors and possibly other stakeholders. The final deliverable will be the South Oregon Shuttle Feasibility Study in its entirety, as described in the attached Exhibit A. A detailed Scope of Services is appended to this contract as Exhibit A. This RFP combined with the Contractor proposal in response to the RFP, shall comprise the agreement. The Scope of Services may be revised or updated from time to time by mutual written agreement of the parties.

2. TERM AND TERMINATION

This Agreement begins on September 26, 2022 and, continues until the project is completed, estimated by April 30, 2023.

3. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee of RCTA. At all times during the term of this Agreement, Contractor will be responsible for his/her own property and income taxes, worker's compensation insurance, and any other costs and expenses in connection with the performance of services under this Agreement. RCTA does not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

Contractor must provide all his/her own general overhead necessary to perform the required services, including but not limited to office equipment, clerical assistance, utilities, telephone charges, local travel, insurance, and office supplies, and is not entitled to reimbursement for these. Details at this level are contained in the RFP, and the Contractor Proposal and are enforceable herein.

4. COMPENSATION

As compensation for the services provided hereunder, RCTA will pay Contractor in accordance with Contractor's Cost Proposal, which is an element of Contractor's Proposal and incorporated herein by this reference and attached hereto as Exhibit B. Contractor will submit invoices reflecting work performed prior to payment for services. Invoices will be submitted to RCTA once per month or as mutually agreed upon during the course of the project. Contractors invoicing procedure must comply with all federal, state, and local laws, policies, and guidelines.

5. RECORDS

Contractor must file and keep all records pertinent to RCTA activities. These are the property of RCTA and Contractor must transfer all records to RCTA upon termination of the contract. Contractor will develop and follow a records retention policy that complies with applicable State of California, Caltrans, and Federal Transit Administration laws and policies. Contractor will make all records available to state and local agencies and the public as appropriate and in compliance with California law.

6. INSURANCE

During the term of this Agreement, Contractor must maintain insurance of the types and amounts designated below. Certificates of insurance in the form approved by the Risk Manager of Del Norte County must be filed with the County Risk Manager concurrent with the execution of this Agreement. The insurance must name RCTA as an additional insured on a primary basis for General Liability Insurance and must state that the policy will not be canceled nor the scope of coverage reduced by the insurer except after filing written notice thereof with RCTA 30 days in advance. No work is authorized until the insurance certificates are filed.

- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations,

- personal & advertising injury, with limits no less than One Million Dollars (\$1,000,000.00) per occurrence. If general aggregate limit applies, either the general aggregate limit will apply separately to this Agreement or the general aggregate limit will be twice the required occurrence limit.
- b. Worker's Compensation. As required by the State of California, within Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
 - c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

7. LICENSES, PERMITS, ETC.

Contractor represents and warrants to RCTA that he/she/it has all licenses, permits, qualifications, and approvals legally required for Contractor perform the services required by this Agreement. If at any time Contractor ceases to have the licenses, permits, qualifications, or approvals required for Contractor to perform the services, Contractor will immediately notify RCTA and this Agreement may be terminated at RCTA's discretion.

8. STANDARD OF PERFORMANCE

Contractor must perform all services required by this Agreement in a manner and according to the standards observed by competent practitioners of the profession in which Contractor is engaged. Failure to perform services in such a manner is grounds for termination of this Agreement.

9. INDEMNITY

Contractor must defend, indemnify, and hold harmless RCTA and its elected and appointed officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Contractor in the performance of services rendered under this Agreement.

10. THE CIVIL RIGHTS, HCD, AND AGE DISCRIMINATION ACTS

During the performance of this Agreement, Contractor ensures that no otherwise qualified person will be excluded from participation or employment, denied program benefits, or be subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

11. STATE NONDISCRIMINATION CLAUSE

During the performance of the services required by this Agreement Contractor and any subcontractors must not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractor and any subcontractors will ensure that the evaluation and treatment of any employees and applicants for employment are free of such discrimination. Contractor and any subcontractors will comply with the provisions of the Fair Employment and Housing Act and the applicable regulations, which are incorporated by this reference. Contractor and any subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement.

12. CONFLICT OF INTEREST

No Congressional representative and no resident commissioner may receive any benefit from this grant agreement or activity. None of the Contractor's officers, members or employees, designees or agents, governing board members, or other officials of Contractor have any interest in any contracts or proceeds for the work done in conjunction with this Agreement other than payment for services provided under this Agreement.

13. DRUG-FREE WORKPLACE CERTIFICATION

The Contractor certifies, when signing the contract, that it complies with the Drug-Free Workplace Act of 1990 and will take the following actions, if necessary:

- a. Publish a statement to notify the Contractor's employees, if any, of prohibition of the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and tell them what actions may be taken against them for violations;
- b. Establish a Drug-Free Awareness Program to inform employees, if any, of the danger of drug abuse at work, the Contractor's drug-free workplace policy, and available employee assistance programs, and the penalties for violation of the drug-abuse policies; and
- c. Give every employee, if any, a copy of the drug-free policy statement and require they abide by its terms as a condition of employment.

14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Contractor must comply with the ADA and applicable regulations and guidelines thereof, which prohibit discrimination on the basis of disability in employment, state and local government service, and in public accommodations and commercial facilities.

15. COMPLIANCE WITH LAWS.

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work performed under this Agreement. Contractor is responsible for understanding and adhering to laws and policies specific to the work performed under this Agreement. The exclusion of an applicable law, policy, or guideline from this Agreement does not excuse Contractor from responsibility for knowing and following such law, policy, or guideline. Contractor's failure to comply with applicable law, policy, or guideline is grounds for early termination of this Agreement.

16. MONITORING AND AUDITING

Contractor agrees to be subject to monitoring and auditing by RCTA and any other entity legally entitled to account for funds expended for performance under the terms of this Agreement. Such monitoring may include, but not be limited to, monitoring for compliance with RCTA’s state and federal contracts, project schedule adherence, and plan content.

17. GOVERNING LAW AND CHOICE OF FORUM

This Agreement will be administered and interpreted under California law. Any litigation arising from this Agreement must be brought in Superior Court of Del Norte County.

18. COSTS AND ATTORNEYS FEES

If any party commences any legal action against the other party arising out of this Agreement of the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys’ fees.

19. SEVERABILITY

If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

20. ENTIRE AGREEMENT

This Agreement, and the Proposal submitted by Ronny Kraft Consulting in response to the request for quotes, combine to form the entire agreement between the parties with respect to its subject matter. This Agreement may be amended from time to time by the written approval of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on September 26, 2022.

REDWOOD COAST TRANSIT AUTHORITY:

By: Joseph Rye, General Manager

Date: _____

APPROVED AS TO FORM:

Counsel
Redwood Coast Transit Authority

Redwood Coast Transit Authority
 2022 South Oregon Shuttle Planning Assistance
 Request for Proposals Scoresheet

Proposer and Criteria	Shaffer Consulting	none	none
Experience with Similar Projects and Ability to Perform (30pts)	24		
Understanding of Project, Approach, Methodology, Scope of Work (50pts)	44		
Price (includes amount of hours dedicated to project) (10pts)	8		
Project Schedule (10pts)	8		
total points	84		

Fernando Hernandez

 A.

Redwood Coast Transit Authority
 2022 South Oregon Shuttle Planning Assistance
 Request for Proposals Scoresheet

Proposer and Criteria	Shaffer Consulting	none	none
Experience with Similar Projects and Ability to Perform (30pts)		22	
Understanding of Project, Approach, Methodology, Scope of Work (50pts)		42	
Price (includes amount of hours dedicated to project) (10pts)		10	
Project Schedule (10pts)		10	
total points		84	

Joseph Ry

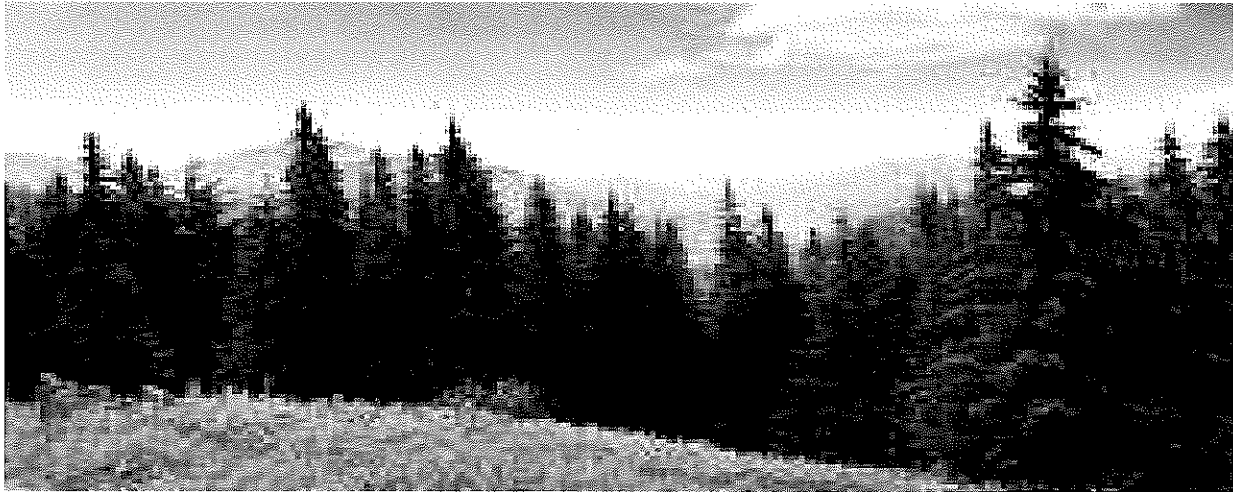
Redwood Coast Transit Authority
 2022 South Oregon Shuttle Planning Assistance
 Request for Proposals Scoresheet

Proposer and Criteria	Shaffer Consulting	none	none
Experience with Similar Projects and Ability to Perform (30pts)		25	
Understanding of Project, Approach, Methodology, Scope of Work (50pts)		45	
Price (includes amount of hours dedicated to project) (10pts)		10	
Project Schedule (10pts)		10	
total points		90	

CONTRACTOR:

XXXXXXXX, xxxxxxxxxxxxxxx

Date: _____



Redwood Coast Transit Authority
South Oregon Medical Shuttle Feasibility Study

Submitted by: Shaffer Consulting

September 30, 2022

September 30, 2022

Joseph Rye
General Manager
Redwood Coast Transit Authority
900 Northcrest Drive #134
Crescent City, CA. 95531

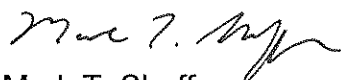
Dear Mr. Rye,

Thank you for this opportunity to submit a proposal for the South Oregon Medical Shuttle Feasibility Study. I believe you will find my experiences as Executive Director of Ride-On, a Consolidated Transportation Services Agency (CTSA) over the past 30 years assist me in providing a comprehensive study looking at the feasibility of operating additional routes for medical and shopping trips to Medford and Humboldt. My experience with working within the community to gain support for transportation services will help in designing and planning these routes.

My calculations of the time needed to complete each task has resulted in a budget just over \$25,000 for the complete study. This price will be negotiated down if the RCTA Board and staff to reduce the number or routes for Phase 2. I have divided the costs for Phase 1 and 2 in the event the RCTA Board and staff decide to not move forward with Phase 2.

I am available to answer any questions at (805) 441-0851 or at shafmt@aol.com. I appreciate you consideration of this proposal.

Sincerely,



Mark T. Shaffer
Shaffer Consulting

Experience and Qualifications

Mark Shaffer, as Principal of Shaffer Consulting, LLC will be providing all the services outlined in this proposal. This plan has been specifically created and designed in response to the Request for Proposals for the RCTA-South Oregon Shuttle Study. Mr. Shaffer is the founder and current Executive Director of Ride-On, the Consolidated Transportation Services Agency (CTSA) in San Luis Obispo County. His organization, United Cerebral Palsy of San Luis Obispo County was designated as the CTSA in 1987 to fund door-to-door transportation for adults with developmental disabilities in the evenings and weekends. In 1993, the San Luis Obispo Council of Governments (SLOCOG) expanded Ride-On's mission to include all types of social service transportation with service seven days a week. Over the past 30 years, Ride-On has grown its fleet to include 86 vehicles with 55 drivers and an annual budget of over \$5 million.

Mr. Shaffer has a long history of reaching out to the San Luis Obispo community to determine the needs for social service transportation and securing the funding for new innovative services. Mr. Shaffer has 30 years of experience in coordination of door-to-door transportation for United Cerebral Palsy. He has established policies, developed budgets, written grants, and has strong working relationships with agencies in the community. He has been involved with marketing efforts and overseeing the financial operations of Ride-On Transportation. Mr. Shaffer has initiated many start-up operations including, the Senior Shuttle, the Veterans Express, Agricultural Workers' Vanpool Program, the Mental Health Shuttle, SLO Food Bank Grocery Delivery Service, Access Low Income Shuttle, South Bay Dial-A-Ride, Nipomo Dial-A-Ride and the Community Interaction Program (CIP).

Mr. Shaffer has worked closely with the medical communities in San Luis Obispo County and Santa Maria to meet the transportation needs for medical patients that do not have access to their own vehicle. Ride-On has provided Non-emergency Medical Transportation (NEMT) for CenCal for three decades. They have provided extensive dialysis transportation to four treatment centers in their service area. In addition, Ride-On provides a private pay service for individuals who need medical or shopping transportation, but are not covered by Medi-Cal or any other subsidized transportation service. Mr. Shaffer has marketed Ride-On as the "one-call" location for all types of social service transportation. His staff assists all callers to find the lowest cost option in the network of all transportation providers in their service area.

As the Executive Director of Ride-On, Mr. Shaffer has an extensive background in designing transportation services that can exist within a limited budget. He has secured private contracts to maintain the many services offered by his CTSA with only \$250,000 a year of CTSA funding from SLOCOG. Ride-On has a history of starting smaller scale

pilot projects to show the viability for each service. He has been directly involved in marketing the services to insure community awareness for each service. Mr. Shaffer also supervises Ride-On's Maintenance Facility with three, full-time technicians. He works closely with both public and private operators to promote all transportation options to Ride-On's clientele.

In 2015, Ride-On Transportation was awarded a Federal Transit Administration (FTA) Mobility Solutions for All Americans (MSAA) research grant to design a Travel Management Coordination Center (TMCC). This \$186,000 grant funded a three-year project to establish a community template for identifying unmet transportation needs, whereby creating support for securing funding for solutions to meet these needs. Mr. Shaffer was the lead for this project and facilitated focus groups composed of transportation providers, funding agents, medical community operators, chamber of commerce staff, and political representatives. The product of the study was a comprehensive guide for communities to develop specialized transportation services. A copy of the study is included with this proposal.

Along with coordination experience, Mr. Shaffer has experience with scheduling software and tracking trip data for multiple cost centers. Ride-On uses RouteMatch Scheduling Software and has fifteen different cost cents for a variety of services. This experience will be useful in Phase 2 of this study as we set up the billing systems for the new shuttle services. He will be able to work with the transportation providers to set up their billing methodology.

Mr. Shaffer has assisted other social service organizations to improve their transportation services to serve their clients. He is preparing to retire from his position with Ride-On Transportation and he will have more time to provide consulting support to improve social service transportation. He has accumulated a great deal of vacation time and will use the vacation time to work on this study. Mr. Shaffer brings the experience and specific skills to assess the feasibility of the proposed routes and design service models that are cost effective.

B. Scope of Service

Phase 1

The goal of Phase 1 is to research the need for transportation services to Medford and southern Oregon for medical and shopping service. Shuttle service to Humboldt will also be evaluated. The emphasis of the study will be the transportation to Medford, Grant's Pass and other southern Oregon destinations along the Medford route. I will first look at the current transportation options offered by public transit and private operators.

What current transportations could be part of the solution? I will explore the providers online and interview key representatives to gather information and give them an overview of the study. Who are the NEMT providers in the area? I will record all providers in a transportation provider database and document my interviews. Each provider will be invited to participate in the monthly public "gathering" on Zoom to discuss the progress of the study.

I plan to spend a substantial amount of time connecting with the medical community in Del Norte County and the destinations in Medford and Humboldt. I will contact the medical community in southern Oregon to determine the distribution of medical services in southern Oregon. Billing agents will be interviewed to determine whether California residents can receive medical treatment in Oregon. Are their insurance issues that prevent medical treatment across state lines? Will California Medi-Cal fund transportation to medical facilities in Oregon? Medi-Cal staff will be interviewed to determine the policies. I will develop a medical community database and document all interviews. The database will be used to establish medical destinations on the service maps for the service areas. The medical community will be invited to join the study through participating in the public Zoom gatherings.

The third area of research will be the shopping facilities in each target destination. I will go online to find the key shopping destinations and record their information in a shopping database. Chamber of Commerce representatives for each region will contact to get their impressions of the most significant shopping destinations. All of the results from my resource investigations will be shared within the monthly public Zoom sessions. Feedback from the Zoom meetings will be entered into the appropriate database. The shopping facilities will be mapped out along the routes to Medford and Humboldt.

The public gatherings on Zoom will be open to the public, but I will also invite transportation providers, members of transportation advisory committee, tribal members, members of the medical community, political leaders, transit users and chamber of commerce staff. The gatherings will build excitement about the study and provide feedback on the progress of the study. In Phase 1, the sessions will focus on needs for the additional transportation for medical and shopping purposes. I will emphasize that Phase 2 may not move forward if the need for the additional services is not documented by the results of Phase 1. The Zoom gathering's participants will have the opportunity to identify additional people to interview from each community.

At the conclusion of Phase 1, the results will be presented in Technical Memo #1 to display the findings, so the RCTA Board can make a decision on whether to move forward with the development of service models in Phase 2. Technical Memo #1 will include the databases of medical and shopping destinations and a map showing these locations in each destination area. A summary of all the transportation providers and

their interest in providing rides for the proposed routes will be documented. Based on the interviews with the medical community, I will calculate an estimate of the number of patients that could use each of the proposed services for their medical transportation.

Phase 2

The scope of Phase 2 will be determined by the directions from RCTA Board regarding which of the destinations (Medford and Humboldt) will need a service plan for a targeted start date of July 1, 2023. Starting with the existing transportation services, several models of service will be developed for each selected service area. The models will include the days of service based on the research in Phase 1 and proposed transportation options to provide the shuttle services for medical and shopping rides. There will be several route times for each option based on the prevalent time for medical appointments at each destination.

The next step will be to outreach to the transportation providers who can provide the shuttle services and get their feedback about providing the proposed services. For instance, First Transit is providing the transit services for the county. With feedback from the provider, an evaluation of their ability to provide the staff and vehicles to execute any of the shuttle routes in the models will be outlined. I would work with the transportation provider and RCTA staff to project the cost of each route. A spreadsheet will be created showing the days, times and costs for each route. This spreadsheet will be valuable in selecting the level of service that RCTA wants to include in the pilot project.

For Phase 2, the Zoom gatherings will seek feedback from the community on the initial models for providing the medical and shopping transportation. They will evaluate the models and their feedback about the feasibility of each proposed route will be recorded for Technical Memo #2. I will develop a community survey to measure community interest in each of the proposed routes. We will seek information on the priority days of service for each pilot service. We will measure the interest in a shuttle to various medical and shopping facilities. This study will be the product of research and the participation of community members. I will also ask the Zoom group to identify any additional sources of revenue to fund the shuttles during the pilot project.

With the routes established, I will calculate the financial plan for each route per day. I will reach out to all additional funding sources to get a commitment towards funding of routes that serve a specific part of the medical community. The financial plan will list all funding options and the cost for providing each route. Funding sources for each route will be suggested, but that decision will be up to the RCTA Board and staff. The financial plan will give them the cost information needed to establish a budget for the first year of service for each model.

A marketing plan for each model will be assembled to target the riders who will utilize and benefit from the new shuttle services. The plan will include the methods to get the information out to the community and the estimated cost for each type of marketing. The plan will identify who will coordinate the marketing efforts. The marketing plan will offer suggestions for traditional marketing and social media marketing.

A timeline for the pilot project containing the tasks that will need to be accomplished to get the service operating by July 1, 2023. During my discussion with the transportation providers, I will confirm that they have the resources to start the shuttle service by July 1, 2023. The timeline will also address the funding from the medical community with contacts and the pledged contributions to fund the shuttle service.

The presentations for each of the technical memos will be in PowerPoint and they will cover the results of each phase. The technical memos will also include the databases and maps developed during the study. I will bill at the conclusion of each phase.

C. Schedule

October 28, 2022	Begin research for Phase 1
November 15, 2022	Hold First Public Zoom Gathering
December 13, 2022	Second Public Zoom Gathering
January 24, 2023	Third Public Zoom Gathering
January 30, 2023	Complete Phase 1 Research
February 17, 2023	Complete Phase 1 Tech Memo
February 18, 2023	Send Memo to RCTA staff
February 21, 2023	Present Tech #1 at Zoom Gathering
February 27, 2023	Present Tech #1 to RCTA Board
March 1, 2023	Begin Phase 2 with RCTA Board approval
March 21, 2023	Public Zoom Gathering
March 22, 2023	Launch Community Online Survey
April 15, 2023	Complete Tech Memo #2
April 16, 2023	Send Memo to RCTA staff
April 18, 2023	Present Tech Memo #2 to Zoom Group
April 24, 2023	Present Tech Memo #2 to RCTA Board
May 1, 2023	Submit Final South Oregon Shuttle Plan

D. Costs for the Study

Consultant Hours:

The following is a breakdown of the number of hours for each task and the cost for my services at \$75 per hour.

Phase 1

Research current transportation options	8	\$600
Research of current NEMT providers	18	\$1,350
Outreach to Del Norte medical community	24	\$1,800
Research of medical facilities in Humboldt, Medford and South Oregon	16	\$1,200
Research shopping facilities	10	\$750
Develop database for medical/shopping	16	\$1,200
Coordination of public focus groups	16	\$1,200
Evaluation of current transportation to Destinations	10	\$750
Write Technical Memo #1	16	\$1,200
Present Technical Memo #1 to Focus/Board	12	\$900
Billing	4	\$300
	Total:	\$11,250

Phase 2

Determine shuttle routes for pilot project	12	\$900
Develop model schedules for pilot shuttles	12	\$900
Interview transit providers for service models	18	\$1,350
Determine cost and revenue for pilot service	12	\$900
Public participation through Zoom	10	\$750
Online community survey	12	\$900
Develop marketing plan for new services	20	\$1,500
Outreach to medical community for pilot	14	\$1,050
Develop Financial Plan	10	\$750

Seek funding from medical facilities	16	\$1,200
Write Technical Memo #2	16	\$1,200
Write Final Report	20	\$1,500
Billing	4	\$300

Total: \$13,200

Consultant Total: \$24,450

Other Expenses

Insurance	\$500
Supplies	\$200

Project total: \$25,150

All presentations are budgeted to occur over Zoom. I can come up to Crescent City for an in-person presentation for an additional \$2,000 per in-person presentation. Price will be adjusted if Phase 2 is not performed or reduced in scope.

References

UCP- Community Interaction Program- Kim Janas; (805) 543-2039; kim@ucp-slo.org

Five Cities Senior Shuttle- Geoff Straw- Regional Transit Authority (805) 781-4465;
gstraw@slorta.org

Mental Health Shuttle- Anne Robins- (209) 480-3339; arobin@co.slo.ca.us

Transition Mental Health Shuttle- Meghan Boaz Alvarez; (805) 540-6578
mboazalvarez@t-mha.org

CenCal Health Shuttle- Jamie Hughes; (805) 685-9525, ext 1660;
jhughes@cencalhealth.org.

Veterans Express- Greg Shearer- (805) 801-4418; sloguru@sbcglobal.net

SLO County Senior Shuttle- Pete Rodger; (805) 541-5712; prodgers@slocog.org

Tri-Counties Regional Center- Joe Hoeflich; (805) 497-1015; jhoeflich@tri-counties.org