

BOARD OF DIRECTORS MEETING AGENDA  
REDWOOD COAST TRANSIT AUTHORITY



DATE: Monday, January 22, 2024

Time: 4:15pm

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

A link to view the meeting will be posted on <https://media.co.del-norte.ca.us/> .

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1. Call Meeting to Order. Roll Call. Pledge of Allegiance
  2. Public Comment
  3. Election of Officers
  4. Consent Calendar
    - 4A. Approve the Minutes of the November 27, 2023 RCTA Board Meeting
    - 4B. Approve 2024 Race-Neutral Race-Conscious DBE Implementation Agreement
  5. Approve Amendment to Agreement with Green Dot Transportation in an Amount Not to Exceed \$20,000 for Project Development Support
  6. Adopt Resolution 2023-24-12 Approving Allocation Request for TIRCP Funds For Project Approvals and Environmental Documentation for the Williams Drive Electric Bus Charging Infrastructure Project
  7. Update on Fare Increase Public Outreach Plan and Implementation Timeframe
  8. Update on Extension of Ground Lease for Williams Drive RCTA Maintenance & Operations Facility
  9. Discussion of Redwood Coast Express Regional Intercity Bus Service Cooperative Partnership
  10. Discussion of New RCTA Bus Stop Signs and Signposts, and Simme Seat Installation Permit Packages
  11. Management Report – Transdev General Manager
  12. RCTA Executive Director’s Report
  13. Announcements
  14. Adjourn – Next RCTA Board Meeting will be on Monday, February 26<sup>th</sup>, 2024 at 4:15pm

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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.

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**REDWOOD COAST TRANSIT AUTHORITY  
MINUTES  
November 27, 2023, AT 5:30 P.M.**

**ATTENDED: KELLY SCHELLONG (VICE CHAIR), VIDETTE ROBERTS, RAY ALTMAN, DARREN SHORT**

**ABSENT: JOEY BORGES (CHAIRMAN)**

**ALSO PRESENT: JOSEPH RYE, FERNANDO HERNANDEZ, DOMINIC MASSEO, ALICIA FERREIRA**

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

Director Schellong called the meeting to order at 5:30 p.m. Alicia Ferreira conducted roll call. Director Schellong led the Pledge of Allegiance.

**2. PUBLIC COMMENT**

The following person(s) addressed the Board: NONE

**3. CONSENT CALENDAR**

**3A. APPROVE LCTOP CORRECTIVE ACTION PLAN (CAP) MOVING \$52,066 TO FREE FARES PROGRAM**

**3B. APPROVE THE MINUTES OF THE OCTOBER 30, 2023 RCTA MEETING**

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

**4. PRESENTATION ON WILLIAMS DRIVE BUS CHARGING INFRASTRUCTURE PLANNING & PRELIMINARY ENGINEERING**

Discussion was held regarding Presentation on Williams Drive Bus Charging Infrastructure Planning & Preliminary Engineering.

**5. ADOPT RESOLUTION 2023-24-10 APPROVING ALLOCATON PLAN FOR RCTA SB 125 FUNDING FROM DEL NORTE LOCAL TRANSPORTATION COMMISSION TO AUGMENT EXISTING TIRCP-FUNDED RCTA CAPITAL PROJECTS**

Discussion was held regarding Adoption of Resolution 2023-24-10 Approving the SB 125 Allocation Plan for RCTA Funding from Del Norte Local Transportation Commission to Augment Existing TIRCP-Funding RCTA Capital Projects.

**PUBLIC COMMENT: TAMARA LEIGHTON**

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 and adopted Resolution 2023-24-10 authorizing Allocation Plan For RCTA SB 125 funding from Del Norte Local Transportation Commission to Augment Existing TIRCP-Funding RCTA Capital Projects.

- 6. APPROVE AGREEMENT WITH GREEN DOT TRANSPORTATION FOR SB 125 FUNDING SUPPORT AND MISCELLANEOUS DOWNTOWN TRANSIT CENTER PLANNING SUPPORT FOR 2024**  
On a motion by Director SHORT, seconded by Director ALTMAN, and unanimously carried on a polled vote, the Redwood Coast Transit Board Authority of Directors approved Agreement With Green Dot Transportation For SB 125 Funding Support and Miscellaneous Downtown Transit Center Planning Support For 2024.
- 7. APPROVE PURCHASE ORDER 2023-24-20 TO ENDERA MOTORS FOR PURCHASE OF ELECTRIC BUS**  
Discussion was held to Approve Purchase Order 2023-24-20 to Endera Motors for Purchase of Electric Bus.  
On a motion by Director SHORT, seconded by Director ROBERTS, and unanimously carried on a polled vote the Redwood Coast Transit Board Authority of Directors approved and adopted Purchase Order 2023-24-20 to Endera Motors for Purchase of Electric Bus.
- 8. UPDATE ON FARE INCREASE PUBLIC OUTREACH PLAN AND IMPLEMENTATION TIMEFRAME**
- 9. DISCUSSION OF APRIL 2024 INCREASE IN CALIFORNIA MINIMUM WAGE FOR FAST FOOD EMPLOYEES-RCTA IMPACTS**
- 10. MANAGEMENT REPORT – TRANSDEV GENERAL MANAGER**  
Mr. Hernandez introduced Dominic Maseo the new Tech-In-Charge (Maintenance Manager)
- 11. RCTA EXECUTIVE DIRECTOR’S REPORT**  
The following Directors commented on the following: None
- 12. ANNOUNCEMENTS**  
The following Directors commented on the following: None
- 13. ADJOURN** - Redwood Coast Transit Board of Directors adjourned the meeting at 6:21p.m. The next regular scheduled meeting will be on Monday, January 29, 2023, at 4:15 p.m.

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Joseph Rye, Executive Director  
Redwood Coast Transit Authority

CALIFORNIA DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL ASSISTANCE

DISADVANTAGED BUSINESS ENTERPRISE  
COMBINATION RACE-NEUTRAL / RACE-CONSCIOUS  
IMPLEMENTATION AGREEMENT

FOR

FEDERAL TRANSIT GRANT  
ADMINISTRATION SUBRECIPIENTS

**2024**

# **DISADVANTAGED BUSINESS ENTERPRISE COMBINATION RACE-NEUTRAL / RACE CONSCIOUS IMPLEMENTATION AGREEMENT**

for Redwood Coast Transit Authority (RCTA); hereinafter referred to as “SUBRECIPIENT”.

## **I Definition of Terms**

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

## **II Objective/Policy Statement (§26/1. 26/23)**

The SUBRECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the SUBRECIPIENT will sign the California Department of Transportation’s Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). The SUBRECIPIENT agrees to implement the *State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan* (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

The SUBRECIPIENT must implement a policy to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.
- To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

## **III Nondiscrimination (§26.7)**

SUBRECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the SUBRECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing

accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **IV Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)**

SUBRECIPIENT will assist Caltrans to achieve its Overall Statewide DBE Goal by a combination race-neutral/race-conscious means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

#### **V Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))**

SUBRECIPIENT must establish contract goals for Disadvantaged Business Enterprises to meet any portion of your annual anticipated DBE participation level you do not project being able to meet using race neutral means. DBEs are limited to these certified DBEs that are owned and controlled by African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and non-minority women.

## **VI Quotas (§26.43)**

SUBRECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

## **VII DBE Liaison Officer (DBELO) (§26.25)**

RCTA must designate a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RCTA and Verifies that the RCTA is fully and properly advised concerning DBE Program Plan matters.

The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in Attachment 1 to this agreement.

The DBELO is responsible for developing, implementing, and monitoring the SUBRECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected annual anticipated DBE participation level.
4. Verifies that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

## **VIII Federal Financial Assistance Agreement Assurance (§26.13)**

The RCTA sign the following assurance, applicable to and to be included in all DOT-assisted procurement and contracts of products and services contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

#### **IX DBE Financial Institutions (§26.27)**

It is the policy of the SUBRECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the Caltrans' Disadvantaged Business Enterprise Program DBELO.

#### **X Directory (§26.31)**

SUBRECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

#### **XI Required Contract Clauses (§§26.13, 26.29)**

SUBRECIPIENT will include in each DOT-assisted prime contract and subcontracts the following contract assurance and prompt payment and return of retainage clauses:

##### DBE Contract Assurance

The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:

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

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

### **DBE Participation Goal**

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

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

1. If the offer meets the DBE contract goal the offeror must include with the offer a completed ADM-0227F form.
2. If the offer cannot meet the DBE contract goal the offeror must include with the offer a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form.

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

### **Continued Compliance**

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

### **Prompt Payment and Return of Retainage**

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

that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

## **XII Good Faith Effort (§§26.53)**

The SUBRECIPIENT must provide proof of Good Faith Effort if the contract DBE Goal is not met as outlined in [Appendix A to Part 26](#).

## **XIII FTA Transit Vehicle Manufacturer (TVM) Program (§§26.49)**

### Pre-award

The SUBRECIPIENT will follow DBE requirements for rollingstock procurements including requiring each transit vehicle manufacture, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, certify that it has complied with the requirements of Section 26.49. The STATE, as part of its oversight responsibilities, will verify certification prior to expenditure authorization.

### Post-award

SUBRECIPIENT is required to submit a copy of the final purchase order to the DLA grant program liaison within fifteen (15) days of issuance. The DLA grant program liaison will report to the FTA the award for rollingstock in the manner prescribed by the FTA grant agreement with DLA. If this requirement is not met, the rollingstock reimbursement request may be denied.

## **XIII Bidders List (§26.11)**

The SUBRECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted procurement and contracts of products and services contracts. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of the firms.

## **XIV Reporting**

SUBRECIPIENT will report bidder DBE information to the Division of Local Assistance Procurement Management office prior to execution of contract award.

SUBRECIPIENT will submit the Disadvantaged Business Enterprise Awards-Commitments and Actual Payments form twice yearly to the District Transit Representative; Report due **April 10** of each year for the period of October 1<sup>st</sup> to March 31<sup>st</sup> and Report due **October 10** of each year for the period of April 1<sup>st</sup> to September 30<sup>th</sup>. Instructions and forms can be found on the former Division of Rail Mass Transportation DRMT DBE Program Website. (<http://www.dot.ca.gov/drmt/feddbbe.html>)

## **XV Certification (§26.83(a))**

SUBRECIPIENT Verifies that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted procurement and contracts of products and services contracts.

**XV Confidentiality**

SUBRECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.



[Signature of Agency's Chief Executive Officer]

Date:

January 18, 2024

Joseph Rye, Executive Director

[Print Name of Agency's Chief Executive Officer]

Phone Number:

(707)235-3078

# CHAPTER 2 ATTACHMENT 1 – RCTA DBELO DESIGNATION

January 18, 2024

Name: Joseph Rye, Executive Director

Address: 900 Northcrest, #134

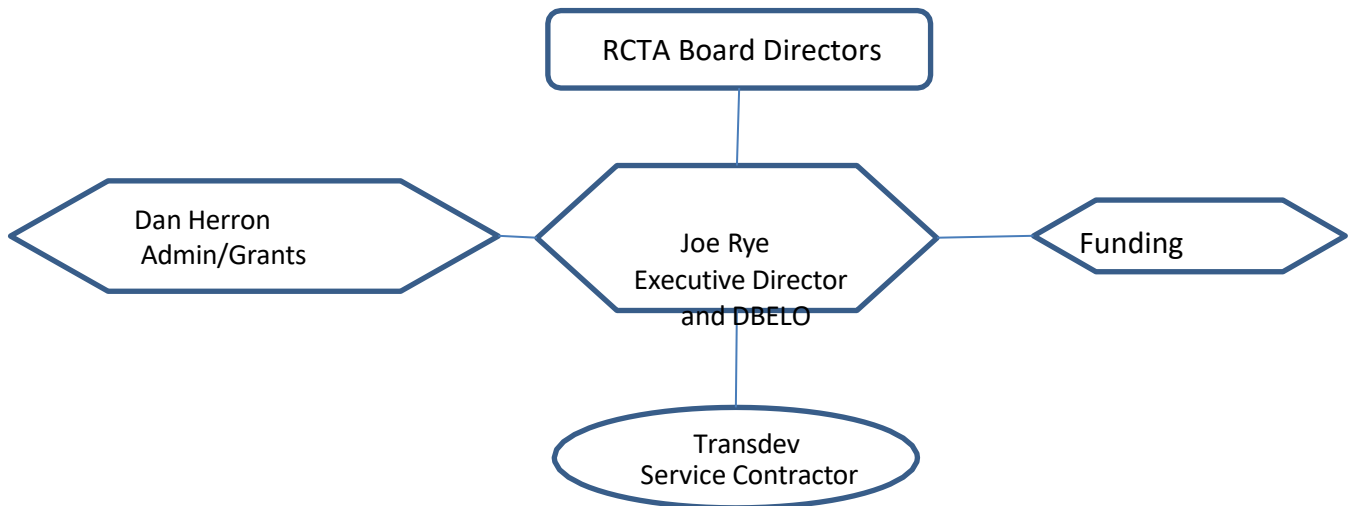
Crescent City, CA 95531

Telephone Number: 707-235-3078

[E-mail Address: tmtconsulting@gmail.com](mailto:tmtconsulting@gmail.com)

## REDWOOD COAST TRANSIT AUTHORITY Organizational Chart

January 11,  
2024



January 22, 2024

**MEMO TO:** Board of Directors  
**FROM:** Joe Rye, Executive Director, RCTA  
**SUBJECT:** Approve Amendment to SB 125 Support Agreement  
with Green Dot – Not-to-Exceed \$20,000



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**RECOMMENDATION:**

That the Board approve an Amendment to the Agreement with Green Dot Transportation increasing the not to exceed amount to \$20,000, to allow temporary project management support for two major capital projects.

**BACKGROUND:**

At the November 27, 2023 RCTA Board Meeting, the Board approved an agreement with Green Dot to provide assistance with the urgently needed mapping and planning work required by Caltrans in order for DNLTC (and RCTA indirectly) to submit its formal request for DNLTC's share of SB 125 funding. The original agreement was for up to \$10,000 based on a Green Dot cost estimate. As it turned out, \$11,840 was expended to get the Allocation Request completed, including the required mapping and analysis of various demographics. This amendment will allow the final invoice to be paid for the December allocation request packet submittal work.

In addition, it is readily apparent that RCTA, with its ultra-lean staffing model, is going to need project management support for 3-4 years in order to successfully deliver two major design and construction projects while managing the transit system and delivering on the mandate to transition the RCTA fleet to zero-emission buses. Project management assistance is an allowable expenditure of TIRCP funding, and Caltrans staff understand how lean of a staff RCTA features, and supports the idea of adding temporary PM resources.

**DISCUSSION:**

Green Dot Transportation is interested in providing the Project Management Support for the upcoming major design and construction projects (Williams Drive Charging Infrastructure, and Downtown Transit Center) and has experience in similar roles for other rural transportation entities in California. By rule, if Green Dot is retained to perform project management work, they would not be allowed to bid on the actual environmental or design work that each project will require. RCTA's first allocation request will be for \$37,000 for PA&ED (project approvals and environmental documentation) and is on today's agenda for approval. Once the California Transportation Commission (CTC) approves RCTA's allocation (set for March 2024), RCTA will be able to release a Request for Proposals (RFP) for PA/ED. This process will happen in May. Having Green Dot on-board temporarily will allow them to support the PA/ED process by helping put together the RFP and crafting a bidder's list of qualified environmental engineering firms, as well as help in evaluating proposals.

RCTA will conduct a formal RFP to select a Project Management consultant to assist with the remaining 3-4 years of project work to deliver these two major projects. Staff projects to have the PM RFP ready by April.

**Recommendation**

Approve an amendment with Green Dot Transportation Solutions in the not-to-exceed amount of \$20,000 for SB 125 Allocation Request services plus temporary project management support for TIRCP capital projects.

Attachments: Agreement with Green Dot for SB 125 Allocation Request Writing Services – Nov 27, 2023  
Amendment #1 to Green Dot Transportation Agreement for SB 125 Allocation Request Services

**AGREEMENT FOR SB 125 ALLOCATION REQUEST WRITING  
SERVICES FOR  
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 27<sup>th</sup> day of November 2023, by and between the Redwood Coast Transit Authority (“RCTA”), and Green Dot Transportation Solutions, an independent Contractor (“Contractor”).

**RECITALS**

WHEREAS, RCTA has a need to contract with an established contracting entity/company to furnish SB 125 Allocation request writing 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 SB 125 Allocation request writing; and

WHEREAS, RCTA has selected Contractor for the SB 125 Allocation request writing services.

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 RCTA 2023 SB 125 Allocation request writing Service and must provide the lead on the project, including planning the project timelines, developing and executing grant applications, deliverables including drafts and application submittals. Contractor understands that this SB 125 Allocation Packet must be submitted by DNLTC by December 31, 2023. The final deliverable will be the DNLTC SB 125 Allocation Packet, funding two vital RCTA capital projects. A detailed Scope of Services is appended to this contract as Exhibit A, Green Dot 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 November 27, 2023 and, continues until the project is completed, estimated by January 30, 2024.

**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 Green Dot Transportation 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 November 27, 2023.

REDWOOD COAST TRANSIT AUTHORITY:



\_\_\_\_\_  
By: Joseph Rye, Executive Director

Date: 11/27/23

APPROVED AS TO FORM:

\_\_\_\_\_  
, Counsel Redwood Coast Transit  
Authority

CONTRACTOR:

  
\_\_\_\_\_  
Jeff Schwein, Green Dot Transportation

Date: 1/19/24

**2023 RCTA Green Dot SB 125 Allocation Request Writing Proposal**



# REDWOOD COAST TRANSIT AGENCY

## SB 125 APPLICATION ASSISTANCE

11/20/2023

**JOE RYE**

**REDWOOD COAST TRANSIT AGENCY**

**140 WILLIAMS DR**

**CRESCENT CITY, CA 95531**

Dear Joe,

Green DOT is pleased to offer our services to assist the Redwood Coast Transit Authority (RCTA) with the preparation of the SB 125 grant application, focusing on ZETCP Capital application development of greenhouse gas (GHG) reduction analysis and mapping.

We are pleased to see this formula funding become available to improve transit services and reduce GHG emissions across California, and look forward to helping the RTCA secure their apportionment.

In this proposal, we offer to assist RCTA with:

**GREENHOUSE GAS REDUCTION ANALYSIS:** Utilizing CARB's Quantification Methodologies (QMs) and Calculator Tools, we will provide a comprehensive analysis to estimate the GHG emission reductions and co-benefits as outlined in Attachment 2 of the SB 125 grant application.



**JOB CO-BENEFIT MODELING TOOL:** We will submit a robust job co-benefit modeling tool based on CARB's co-benefit assessment methodology. This tool is designed to demonstrate the potential employment benefits associated with the project, further enhancing the application package.

FOR THE SERVICES DESCRIBED ABOVE, GREEN DOT REQUESTS A BUDGET OF \$10,000. This budget will cover all necessary analyses, tool development, and consultation services required for the successful completion of the application.

Please feel free to contact me directly should you have any questions or require further information. We are eager to discuss this project application in more detail and look forward to working together on this important initiative.

Sincerely,

Jeff Schwein, AICP CTP

President

Green DOT Transportation Solutions

**RCTA SB 125 ALLOCATION REQUEST WRITING SUPPORT  
CONTRACT AMENDMENT #1**

This Amendment #1 is to the agreement between the Redwood Coast Transit Authority and Green DOT Transportation Solutions for the SB 125 Allocation Request Packet Writing Support contract executed November 27, 2023.

In consideration of the services to be rendered and the sums to be paid therefore, and each and every covenant and condition contained herein, the parties agree as follows:

**1. SERVICES**

This contract amendment is for consulting support for creation of the SB 125 Allocation Packet to bring more funding to the Cultural Center Hub and other TIRCP-funded RCTA capital projects. In addition to developing elements of the SB 125-required DNLTC Allocation Request Packet, additional hours will be made available for contractor to be available through June 30, 2024 to assist RCTA with project management support tasks that may arise.

**2. TERM**

This Amendment extends the original contract term through June 30, 2024. The contract may be further amended based on the availability of funds and upon written Agreement of both parties.

**3. PAYMENT**

This Amendment adds funding in the not-to-exceed amount of \$10,000, for a total contract amount not-to-exceed \$20,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

REDWOOD COAST TRANSIT AUTHORITY:



\_\_\_\_\_  
Joseph Rye, Executive Director

Date: 1/22/2024

CONTRACTOR:



\_\_\_\_\_  
Jeff Schwein, Green DOT Transportation Solutions

Date: 1/19/24

\_\_\_\_\_  
APPROVED AS TO FORM:

Counsel  
Redwood Coast Transit Authority

January 22, 2024

MEMO TO: Board of Directors

FROM: Joe Rye, RCTA Executive Director



SUBJECT: Adopt Resolution 2023-24-12 Approving the RCTA Allocation Request for \$37,000 TIRCP Funding for Project Approvals and Environmental Documentation for the Charging Infrastructure Project

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## RECOMMENDATION

Adopt Resolution 2023-24-12 approving the RCTA allocation request for \$37,000 in TIRCP funding for Project Approvals and Environmental Documentation for the Charging Infrastructure Project.

## BACKGROUND

RCTA has been extremely fortunate to have successfully applied for \$7.6M in Cycle 6 Transit Intercity Rail Capital Program (TIRCP) funding in early 2023. Three major capital projects were included in that TIRCP Application that RCTA submitted as a partnership application with Humboldt Transit Authority and the Yurok Tribe. The initial TIRCP application provides the following project funding to RCTA:

- Williams Drive Electric Bus Charging Infrastructure \$3.486M
- Purchase (6) Electric Buses \$1.3M
- Design and Construct Downtown Transit Center \$2.845M

RCTA then was notified that it was programmed another \$3.75M in one-time transit support funding through SB 125 through the Del Norte Local Transportation Commission. RCTA and DNLTC collaborated to submit the SB 125 Allocation Request Packet by the aggressive December 31, 2023 deadline. The SB 125 funds were added to the two under-funded TIRCP projects as follows, and as shown on table below:

- Purchase (6) Electric Buses \$2.2M
- Design and Construct Downtown Transit Center \$1.556M

## DISCUSSION

Caltrans administers the TIRCP and SB 125 funding and has an established process that RCTA must follow in order to access the funding. Funds are generally made available with a separate allocation request packet per phase that must be submitted to Caltrans, then approved by the California Transportation Commission. RCTA is ready to begin the first project, the Williams Drive Electric Bus Charging Stations. The project is anticipated to follow the timelines included in the attached Allocation Request Form and Project Programming Request Form. Environmental work will occur in the coming months, design during FY 24-25, and construction in FY 25-26. This first allocation of \$37,000 will fund the PA&ED documents.

## RECOMMENDATION

That the Board Adopt Resolution 2023-24-12 approving the RCTA allocation request for \$37,000 in TIRCP funds for Project Approvals and Environmental Documentation for the Charging Infrastructure Project.

DNLTC RCTA Draft Allocation Plan -

2023 Transit and Intercity Rail Capital Program - Program Allocation Plan															
Proposed DNLTC RCTA TIRCP and SB 125 Allocation Plan Draft - November 27, 2023															
Project Information						Project Programming									
Award No.	Cycle 6 Award Amount	Award Recipient	Implementing Agency	Project Title	Separable Phases/ Components	PPNO	Phase	FY 23-24	FY 24-25	FY 25-26	FY 26-27				
2023:10	\$ 8,612,000	Humboldt Transit Authority (HTA) with Yurok Tribe and Redwood Coast Transit Authority	Redwood Coast Transit Authority	Expanding Transit Service and Growing Zero-Emission Fleets on California's North Coast	Crecent City Transit Center	CP116	PA&ED	\$ 33,000							
							PS&E		\$ 160,000						
							CONST			\$ 1,556,000					
														\$ 2,652,000	\$ 4,401,000
					Procure Battery Electric Buses	CP116B	CONST				\$ 1,678,974	\$ 121,026			
					Procure Battery Electric Buses	CP116B	CONST				\$ 1,303,000	\$ 401,733		\$ 3,504,733	
					Charging Stations	CP116C	PA&ED	\$ 37,000							
PS&E		\$ 161,000													
CONST			\$ 3,288,000				\$ 3,486,000								
	<b>\$ 8,612,000</b>				<b>Cycle 6 Total</b>			<b>\$ 37,000</b>	<b>\$ 194,000</b>	<b>\$ 6,429,974</b>	<b>\$ 4,730,759</b>	\$11,391,733			
Key:				SB 125 Funds by Year	TIRCP		\$1,675,501	\$1,678,974			\$3,354,475				
					ZETCP		\$149,752	\$84,007	\$84,007	\$84,007	\$401,773				
					Total SB 125							\$3,756,248			

Key: Base matrix (non-colored) shows RCTA Cycle 6 TIRCP Funding  
 Yellow shaded represents SB 125 TIRCP Fund Augmentation  
 Green shaded represents SB 125 ZETCP Funding

**REDWOOD COAST TRANSIT AUTHORITY RESOLUTION  
#2023-24-12**

**RESOLUTION OF THE REDWOOD COAST TRANSIT AUTHORITY BOARD OF DIRECTORS APPROVING RCTA ALLOCATION REQUEST FOR \$37,000 IN TIRCP FUNDS FOR PROJECT APPROVALS AND ENVIRONMENTAL DOCUMENTATION FOR THE CHARGING INFRASTRUCTURE PROJECT AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE GRANT DOCUMENTS**

**WHEREAS**, the Redwood Coast Transit Authority may receive TIRCP and SB 125-related state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

**WHEREAS**, substantial revisions were made to the programming and funding process for the transportation projects programmed in the Transit and Intercity Rail Capital Program, by Chapter 36 (SB 862) of the Statutes of 2014; and

**WHEREAS**, the Redwood Coast Transit Authority (RCTA) is seeking to begin the three projects comprising the TIRCP Cycle 6 award to RCTA (Crescent City Transit Center, Purchase Battery Electric Buses, and Charging Infrastructure) by initiating Project Approvals and Environmental Documentation for the Charging Infrastructure Project; and

**WHEREAS**, the Board of Directors authorizes the submittal of the Allocation Request for TIRCP Project Component CP116C for consideration at the March California Transportation Commission (CTC) Meeting in order to allow work to begin in April 2024; and

**WHEREAS**, the Redwood Coast Transit Authority wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redwood Coast Transit Authority that the Executive Director is authorized to submit a request for approval to begin the Charging Stations component PA&ED work utilizing programmed TIRCP funds.

**PASSED AND ADOPTED** by the Redwood Coast Transit Authority of the County of Del Norte, State of California, at a regular Board Meeting held on January 22, 2024 by the following vote:

AYES:

NOES:

ABSENT:

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

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Joey Borges, Chair

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Joseph Rye, Executive Director



## ALLOCATION REQUEST

Local Agencies must use this form when requesting a recommendation from the Caltrans Division of Rail and Mass Transportation for the California Transportation Commission (CTC) to approve funding allocations necessary to advance the project. This form must be filled out in completion and signed by the representative authorized for the Local Agency.

### Project Information

**Local Agency Name: Redwood Coast Transit Authority**

**Project Name: Expanding Transit Service and Growing Zero-Emission Fleets on California’s North Coast**

**Component: Charging Stations**

**Date Form Submitted: 1/22/2024**

**CTC Meeting Date: 3/21-22/2024**

**Funding Program (check all that apply):**

- |   |                                 |   |                               |                                    |                                    |                               |
|---|---------------------------------|---|-------------------------------|------------------------------------|------------------------------------|-------------------------------|
| <input type="checkbox"/> LPP(C)                   | <input type="checkbox"/> LPP(F) | <input type="checkbox"/> HSPTB                  | <input type="checkbox"/> SCCP | <input type="checkbox"/> STIP-RTIP | <input type="checkbox"/> STIP-ITIP | <input type="checkbox"/> TCEP |
| <input checked="" type="checkbox"/> TIRCP Cycle 6 |                                 | <input type="checkbox"/> Other, please specify: |                               |                                    |                                    |                               |

### Allocation Overview

Phase	Previous Allocation by CTC to date	This Request <small>Round to the nearest thousand</small>	Total
Project Approval & Environmental Document (PA&ED)		\$37,000	\$37,000
Plans, Specifications, & Estimates (PS&E)			
Right of Way (R/W)			
Construction			
Vehicle Purchase/Rolling Stock			
<b>TOTAL</b>		\$37,000	\$37,000

I am requesting Advanced Payment (only TIRCP or STIP eligible)

### Programming Document

Attach the current version of the Programming Document to this form

I confirm the allocations above are consistent with the most current Programming Document.

The allocations above are not consistent with the most current Programming Document.

### Proposed Vote Box Language

Add a brief description of what will be done with the money in this allocation request and any special requests related to this allocation.

RCTA will develop project approvals and the required environmental documentation. Project Approval & Environmental Document (PA&ED) phase for the electric bus charging stations project that will enable Redwood Coast Transit to transition its fleet to zero-emission buses by upgrading electrical service to its Williams Drive Maintenance and Operations Facility and installing charging infrastructure to support up to 20 electric buses. The PA&ED funds will lead to the required California Environmental Quality Act (CEQA) environmental documents to allow the project to proceed into PS&E in late 2024. PA&ED will also provide a better understanding of the project site, including developing optimal siting of EV infrastructure, bus circulation, solar power generation, bus storage, drainage, etc.



Allocation Checklist		
Check the appropriate box below to confirm understanding of the allocation requirements for the allocation phase (choose only one)		
<input checked="" type="checkbox"/>	<b>PA&amp;ED</b>	I confirm that the PA&ED phase will be completed, and funds expended by June 30, 20____, [end of FY plus two additional FYs] unless additional time is requested and approved.
<input type="checkbox"/>	<b>PS&amp;E</b>	I confirm that the PS&E phase will be completed, and funds expended by June 30, 20____, [end of FY plus two additional FYs] unless additional time is requested and approved. I certify that the PA&ED is completed, and the Notice of Exemption or E-Resolution is attached.
<input type="checkbox"/>	<b>R/W</b>	I confirm that the R/W phase will be completed, and funds expended by June 30, 20____, [end of FY plus two additional FYs] unless additional time is requested and approved. I certify that the PA&ED is completed, and the Notice of Exemption or E-Resolution is attached.
<input type="checkbox"/>	<b>Construction</b>	<ul style="list-style-type: none"> <li>○ I confirm that the third-party contract will not be awarded until after the CTC approves this allocation request.</li> <li>○ I confirm that the third-party contract will be awarded within six months of allocation approval unless additional time is requested and approved.</li> <li>○ I confirm that only one third-party contract will be awarded and executed for this allocation.</li> <li>○ I confirm that the construction will be completed, and funds expended within three (3) years from the date of the third-party contract award date unless additional time is requested and granted.</li> <li>○ I certify that the PA&amp;ED is completed, and the Notice of Exemption or E-Resolution is attached (<b>Note:</b> E-Resolution may be submitted concurrently to allocation request).</li> <li>○ I certify that final designs were signed and certified on _____(mm/dd/yyyy).</li> <li>○ Proof that R/W phase was completed or certification that the project is entirely within the existing Right of Way is attached to this form.</li> <li>○ Proof that the Construction and Maintenance Agreement was executed by all parties and is attached to this form (only for TCEP).</li> </ul>

**Allocation Request Approval**

I request Division of Rail and Mass Transportation, Caltrans to recommend to CTC the request for allocation.  
I certify the information above, and the attachments are accurate and current.

Local Agency Authorized Signature	1/19/2024	Executive Director
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Joseph Rye  


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Local Agency Authorized Name

**Required Attachments:**

1. Most recent Project Programming Report (PPR)
2. All information required in the "Allocation Checklist" section of this form

**PROJECT PROGRAMMING REQUEST**

LAPG -25I (Revised 28 Feb 2022 v1.01)

General Instructions

Amendment (Existing Project)    No					Date:	1/19/24	
<b>District</b>		<b>EA</b>	<b>Project ID</b>		<b>PPNO</b>	<b>MPO ID</b>	
01					CP116C		
<b>County</b>	<b>Route/Corridor</b>	<b>PM Bk</b>	<b>PM Ahd</b>	<b>Nominating Agency</b>			
DN	101			Del Norte Local Transportation Commission			
				<b>MPO</b>		<b>Element</b>	
						Mass Transit	
<b>Project Manager/Contact</b>			<b>Phone</b>		<b>E-mail Address</b>		
Joseph Rye - RCTA ED			707-235-3078		<a href="mailto:tntpconsulting@gmail.com">tntpconsulting@gmail.com</a>		
<b>Project Title</b>							
Expanding Transit Service and Growing Zero-Emission Fleets on California's North Coast							
<b>Location (Project Limits), Description ( Scope of Work)</b>							
140 Williams Drive, Crescent City, CA 95531. RCTA will develop project approvals and the required environmental documentation. Project Approval & Environmental Document (PA&ED) phase for the electric bus charging stations project that will enable Redwood Coast Transit to transition its fleet to zero-emission buses by upgrading electrical service to its Williams Drive Maintenance and Operations Facility and installing charging infrastructure to support up to 20 electric buses. The PA&ED funds will lead to the required California Environmental Quality Act (CEQA) environmental documents to allow the project to proceed into PS&E in late 2024. PA&ED will also provide a better understanding of the project site, including developing optimal siting of EV infrastructure, bus circulation, solar power generation, bus storage, drainage, etc.							
<b>Component</b>		<b>Implementing Agency</b>					
<b>PA&amp;ED</b>		Redwood Coast Transit Authority					
<b>PS&amp;E</b>		Redwood Coast Transit Authority					
<b>Right of Way</b>		Redwood Coast Transit Authority					
<b>Construction</b>		Redwood Coast Transit Authority					
<b>Legislative Districts</b>							
<b>Assembly:</b>	2		<b>Senate:</b>	2		<b>Congressional:</b>	2
<b>Project Benefits</b>							
Charging Stations project will enable Redwood Coast Transit to transition its fleet from gasoline and diesel buses to zero-emission (electric) buses by upgrading electrical service to its Williams Drive Maintenance and Operations Facility and installing charging infrastructure to support up to 20 electric buses.							
<b>Purpose and Need</b>							
RCTA needs funding assistance if it is to comply with CARB's Innovative Clean Transit regulation. RCTA is a small rural transit agency which receives very little dedicated capital project funding. Without this funding RCTA would face reducing service (taking operating funds to address capital project needs) which would run counter to the State's greenhouse gas reduction goals.							
<b>Category</b>		<b>Outputs</b>				<b>Unit</b>	<b>Total</b>
Rail / Multi-Modal		Station improvements				SQFT	53579
<b>NHS Improvements</b>	No	<b>Roadway Class</b>	NA		<b>Reversible Lane analysis</b>	No	
Inc. Sustainable Communities Strategy Goals			Yes		Reduces Greenhouse Gas Emissions Yes		
<b>Project Milestone</b>						<b>Existing</b>	<b>Proposed</b>
Project Study Report Approved							
Begin Environmental (PA&ED) Phase							04/25/24
Circulate Draft Environmental Document				<b>Document Type</b>			06/15/24
Draft Project Report							07/15/24
End Environmental Phase (PA&ED Milestone)							08/25/24
Begin Design (PS&E) Phase							11/15/24
End Design Phase (Ready to List for Advertisement Milestone)							07/25/25
Begin Right of Way Phase							07/26/25
End Right of Way Phase (Right of Way Certification Milestone)							07/31/25
Begin Construction Phase (Contract Award Milestone)							08/25/25
End Construction Phase (Construction Contract Acceptance Milestone)							03/15/26
Begin Closeout Phase							03/31/26
End Closeout Phase (Closeout Report)							06/30/26



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

## INITIAL ALLOCATION

January 8, 2024

Mr. Toure Netters, Transportation Planner  
Department of Transportation  
Division of Rail and Mass Transportation  
P.O. Box 942873, MS-39  
Sacramento, CA 94273-0001

Subject: Funding Allocation Request for TIRCP project Charging Stations PA&ED – CP116C

Dear Mr. Netters,

Redwood Coast Transit Authority (RCTA) respectfully requests an allocation of \$37,000 in 2023 Transit and Intercity Rail Capital Program (TIRCP Cycle 6) funding for the Project Approvals & Environmental Document (PA&ED) phase of the Charging Stations component for the Expanding Transit Service and Growing Zero-Emission Fleets on California's North Coast project. We ask that this allocation request be placed on the March 21-22, 2024 CTC meeting agenda with a recommendation of support.

The Expanding Transit Service and Growing Zero-Emission Fleets on California's North Coast project is a collection of individual projects, including transit station construction, bus procurement, and transit zero-emission bus infrastructure (charging) improvements, that will improve overall rail and transit connectivity in far northern California. The PA&ED Charging Stations funding will be used to refine the project scope and obtain the required environmental clearances to proceed into design on the upgrading of the Redwood Coast Transit Maintenance & Operations Facility to allow electric bus charging. The zero-emission battery electric buses supported by this yard infrastructure will enhance transit connectivity in the region and support ridership growth by providing riders a sustainable clean transportation option.

To assist in processing this request, I have included the Project Programming Request (PPR) Form and the TIRCP Allocation Request Form. RCTA will be the implementing agency on this project although it was awarded to a coalition led by Humboldt Transit Authority.

Thank you for considering our allocation request, and should you have any questions, please contact me at [tmtconsulting@gmail.com](mailto:tmtconsulting@gmail.com) or 707-235-3078.

Sincerely,

Joseph Rye  
Executive Director  
Redwood Coast Transit Authority

January 22, 2024

**MEMO TO:** Board of Directors

**FROM:** Joe Rye, Executive Director

**SUBJECT:** Update on Fare Increase Outreach Plan and Schedule



**RECOMMENDATION:**

Information only. Update the Board on fare increase outreach plan and implementation schedule.

**BACKGROUND:**

At the November meeting, staff outlined an approach for performing effective and efficient public outreach to make the community aware that RCTA must raise its fares to obtain compliance with minimum farebox recovery standards. As RCTA’s operating costs have risen sharply in recent years (fuel and labor) the amount of fares collected from passengers needs to rise accordingly. RCTA last raised fares as part of an overall fare and pass structure overhaul in August of 2017. RCTA’s main funding source is Transportation Development Act (TDA) Local Transportation Funds, which provides RCTA about \$900,000 per year (includes CTSA funds, FY 2023-24 claim). A regulation attached to the TDA LTF funding requires that all rural public transit agencies recover 10% of their operating costs from fare revenues.

**DISCUSSION:**

RCTA features the following one-way (unless otherwise noted) fare options today:

Cash Fares

Transit System	Local	Senior & Disabled (half-fare)	Youth & Student Local	Monthly Pass Adult Youth/Student Senior/Disabled	ADA Eligible DAR	General Public DAR
RCTA CC Local Zone	\$1.25	\$0.60	\$1.00	A\$30.00 Y\$20.00 S/D\$15.00	1.75	5.00

Staff proposes adding \$.25 for adults and youth, \$.15 for senior/disabled, and \$.25 for DAR.

Here is current zonal cash adult fares for RCTA Routes 20 and 199:

RCTA Travel Zone	Smith River & Gasquet/Hiouchi	Crescent City	Klamath	Orick & Redwood N.P. (includes Prairie Creek SP)	Humboldt County	Eureka
Smith River & Gasquet/Hiouchi	2.00	2.00	4.00	6.00	10.00	12.00
Crescent City	2.00	1.25	2.00	4.00	8.00	10.00
Klamath	4.00	2.00	2.00	2.00	6.00	8.00
Orick & Redwood N.P. (includes Prairie Creek SP)	6.00	4.00	2.00	2.00	5.00	5.00
Humboldt County	10.00	8.00	6.00	5.00	5.00	5.00
Eureka	12.00	10.00	8.00	5.00	5.00	5.00

Staff is leaning towards adding \$.50 to \$1 per zone as part of the 2024 fare increase.

Here is the current November 2023 RCTA pass pricing:

RCTA Unlimited Ride Bus Passes	Monthly Pass	Monthly Pass Youth	Monthly Pass S/D
Crescent City (local)	30.00	20.00	15.00
Del Norte County	50.00	35.00	25.00

Staff is leaning towards adding \$5 to Monthly Local and County passes as part of the 2024 fare increase.

### Other Miscellaneous Fare/Pass Changes to Consider

In addition to the modest cash fare and monthly pass increase, staff suggest some other changes:

- Increase cash fares across all categories by \$.15 to \$.25 for local routes
- Increase cash fares by \$.50 to \$1 on distance-based fares on regional routes
- Increase cash fares by \$.25 for Dial-A-Ride and by \$1 for the Airport Shuttle
- Streamline distance-based fares on Routes 20 and 199 by dropping discount fare categories

Expand the Free Rides Program to Include Seniors (65+) & Disabled Adults

RCTA, like most rural and suburban transit agencies in California (and the nation as a whole) mainly transports the transit dependent and mobility disadvantaged. RCTA has secured long-term farebox subsidy funds through LCTOP grants that allow several rider groups to ride “free”:

- Youth (18 and under)
- College Students (College of Redwoods, Cal Poly Humboldt)
- Veterans
- **Seniors (65+) and Disabled Riders with ID Card - Proposed**

One item the RCTA Board can consider is expanding the Free Ride Program to include all seniors (above and beyond Veterans). Staff will bring this back up as the FY moves forward, as the FY 2023-24 LCTOP funding applications will be due in the spring and RCTA could easily expand the program to include seniors. This would support marketing to a prime segment, and help draw down the grant faster.

## Outreach Strategy and Timeline for Implementation

RCTA seeks to ensure that all the key stakeholders are made aware of the potential of a fare increase, know why the fare increase is justified, have a chance to participate and provide their input on the fare increase, as well as have time to prepare for the new pricing. *The key timing objective is to have RCTA's social service partners aware of the fare increase PRIOR to establishment of their FY 2024-25 operating budgets*, so that each agency can set aside a bit more money for its clients' transit subsidies. With that in mind, an outreach effort that is multi-faceted and takes place over the course of the winter and early spring. This can begin in January and February formulation of rider and stakeholder/community surveys that can be implemented via email and the RCTA website. RCTA will setup a fare increase web page that will include a **powerpoint explaining the justification for the fare increase** and offering some fare and pass variations for survey takers to respond their preferences to.

RCTA would like to then make a targeted effort at reaching its existing riders. Car cards will be put up advertising an afternoon drop in planning charette that RCTA will host somewhere downtown (Wild Rivers Foundation?) on the day of or day after the February 26<sup>th</sup> (2024) RCTA Board Meeting. Staff may also distribute short surveys on board buses during that same time frame that riders can fill out and drivers can collect or riders can return postage-paid for those riders who cannot attend the afternoon charette in person.

The month of March and early April can be used to evaluate feedback received and fine tune the final fare increase recommendations. At RCTA's Annual Strategic Planning Workshop in April staff will present the findings of the outreach and a final fare increase recommendation. The Board can then approve the posting of the fare increase in late April and set the public hearing for the late May meeting where the Board can hear testimony and then vote on the fare increase.

The recommended effective date under this scenario would be either June 1, or July 1, 2024, corresponding with RCTA's summer service schedule or the start of the new fiscal year.

### Outreach Component

Justification Powerpoint – Webpage  
Webpage Online Survey Opens – share via email, car cards  
Direct Outreach to Social Service Agencies  
Mid-Survey Outreach Update to Board  
Presentation on Fare Increase Outreach at Workshop  
Notice of Fare Increase Public Hearing posted (buses, web)  
Fare Increase Public Hearing at RCTA Board Meeting  
Fare Increase Effective Date

### Timeline

January 29<sup>th</sup> 2024  
February 1, 2024  
February 1, 2024  
February 26, 2024  
April 22, 2024  
April 29, 2024  
May 27<sup>th</sup>, 2024 (will be adjusted)  
July 1, 2024 (or June 1)

January 22, 2024

MEMO TO: Board of Directors

FROM: Joe Rye, RCTA Executive Director



SUBJECT: Receive an Update on the Launch of the Redwood Coast Express Collaborative Service

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## **RECOMMENDATION**

Discussion only.

## **BACKGROUND**

RCTA has collaborating with its regional transit partners to the south since the onset of the COVID-19 pandemic. What began as a sounding board for survival strategies has now morphed into collaboration on a variety of projects, including this co-branded service that offers an attractive inter-regional travel option for the US 101 Corridor between Smith River and Santa Rosa. The Redwood Coast Express (RCX) will consist of some RCTA Route 20 trips, Humboldt's Redwood Coast Express, and Mendocino Transit's Route 65. The RCX is supported by timed east-west transfers from Lake Transit in Ukiah.

## **DISCUSSION**

The runup to the Redwood Coast Express began with the collaboration on tap to pay credit card acceptance devices by all the regional partners. The RCX has become timely in that since the pandemic, Greyhound has significantly reduced its 101 Corridor services, now down to 4 days per week, and likely to be reduced further if not eliminated. While Amtrak feeder buses are an option in general, there are still many "stop pairs" that Amtrak is not allowed to serve due to old Greyhound protections. The RCX will be less expensive than Greyhound or Amtrak and will be open to all stop pairs along the route.

RCTA made its major Route 20 modification to participate in the RCX when it extended Route 20 from Arcata into Eureka in June 2023. This extension has been popular and now creates the key transfer point to/from Humboldt Transit at the 3<sup>rd</sup> and H Eureka Transit Center. The following two Route 20 trips are components of the initial RCX co-branded schedule, Monday through Friday:

- Early AM Southbound trip leaving Crescent City at 7:30am, arriving Eureka at 9:39am – this trip feeds the new Southbound Southern Humboldt Route leaving Eureka Transit Center at 10am
- Afternoon Northbound trip leaving Eureka at 6pm, arriving Crescent City at 8:31pm – this trip receives passengers from the new Southern Humboldt Route arriving at ETC at 5:30pm

As you see, half of RCTA's (2 daily round trip) Route 20 Off-Season Schedule trips will be co-branded as RCX trips, and 1/3 of the expanded (3 daily round trip) Summer Schedule trips will be RCX trips. Route 20 will continue to operate Monday through Saturday at this point. Marketing and fare coordination discussions are underway and the initial schedule may be adjusted. Initially, RCTA will have its current Route 20 cash fares (\$2-12 each way) and the promotional tap-to-pay credit card fare of \$2.

## **RECOMMENDATION**

Information only.



RCT

REDWOOD COAST  
TRANSIT



BUS STOP

18"

18"



**BUS STOP**

REDWOOD COAST TRANSIT  
For More Information: 707-308-7433



STOP

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FREE CUSTOMER  
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