

TEHAMA COUNTY TRANSIT AGENCY BOARD



Board Chambers
Tehama County Board of Supervisors Chambers
727 Oak Street, Red Bluff, CA 96080
<https://tehamacounty.legistar.com/Calendar.aspx>

AGENDA FOR MONDAY, JANUARY 27, 2025

8:45 AM

Chairman: Jim Bacquet Vice-Chairman: Vacant
Commissioners: Pati Nolen, Matt Hansen, Patrick Hurton, Dave Demo, Tom Walker

James N. Simon, Executive Director
Jessica Riske-Gomez, Deputy Director

This meeting conforms to the Brown Act Open Meeting Requirements, in that actions and deliberations of the TCTAB created to conduct the people's business are taken openly; and that the people remain fully informed about the conduct of its business. Any written materials related to an open session item on this agenda that are submitted to the Deputy County Clerk less than 72 hours prior to this meeting, and that are not exempt from disclosure under the Public Records Act, will promptly be made available for public inspection at Tehama County Transportation Commission, 1509 Schwab St., Red Bluff, CA 96080.

1. Call to Order / Introductions

2. Election of Vice Chair to Vacant Position**25-0117****Financial Impact:**

None.

Background Information:

The Vice Chair position has been vacant since the expiration of the previous Vice Chair's term. This election is necessary to ensure that the Board maintains its leadership structure and can effectively address matters requiring the Vice Chair's involvement, such as presiding over meetings in the absence of the Chair or other leadership duties.

Per the Commission's bylaws, the Vice Chair serves a key role in supporting the Chair, representing the Board when necessary, and ensuring continuity of leadership. This election will fill the position for the remainder of the fiscal year, ending June 30, 2025.

To facilitate the election process, Board members may nominate candidates from among the members. Once nominations are made, the Board will vote to elect the new Vice Chair.

In order to elect a Vice Chair, the Board must make the following motion:

- a.) A motion to nominate and elect a Vice Chair to serve for the remainder of FY 2024/25.

3. Public Comment

This time is set aside for citizens to address this Board on any item of interest to the public that is within the subject matter jurisdiction of the TCTAB provided the matter is not on the agenda or pending before this Board. The Chair reserves the right to limit each speaker to three (3) minutes. Disclosure of the speaker's identity is purely voluntary during the public comment period.

4. Announcement of Agenda Corrections

5. Approval of Claims - Accountant Jensen [25-0014](#)**Financial Impact:**

Click here to enter Financial Impact.

Background Information:

See attached claims summary for September, October, November and December 2024.

Approve Tehama County Transit Agency claims for September, October, November and December 2024, in the total amount of \$1,106,238.68.

Attachments: [TCTAB Sept-Dec Claims](#)

6. Approval of Minutes - Transportation Planner Aide Houghtby [25-0018](#)**Financial Impact:**

Click here to enter Financial Impact.

Background Information:

See attached minutes.

Waive the reading and approve the minutes from the September 23 and October 28, 2024 Tehama County Transit Agency Board regular meeting.

Attachments: [September 23 2024 Minutes TCTAB](#)
[October 28 TCTAB Minutes](#)
[December 2nd meeting minutes](#)

7. Transit Update - TRAX General Manager Young [24-2105](#)

Informational Presentation: Monthly update on the regional transit system consisting of TRAX, ParaTRAX, and METS.

8. **Transit 101 - Deputy Director Riske-Gomez & Senior Transportation Planner Fox** [25-0098](#)

Financial Impact:

None.

Background Information:

Tehama County's transit services have developed over time to address the mobility needs of its rural population, ensuring access to employment, healthcare, education, and other essential services. As a rural transit provider, the county prioritizes a coordinated and strategic approach to transit planning and infrastructure improvements.

The TRAX (Tehama Rural Area eXpress) program is central to these efforts, offering fixed-route and paratransit services that connect residents in Red Bluff, Corning, Tehama and other outlying communities to key regional destinations. TRAX provides essential mobility options for seniors, individuals with disabilities, and residents without access to personal vehicles, ensuring equitable transit for all.

In recent years, TRAX has embraced modern technologies to enhance service delivery and rider experience. Through partnerships with platforms like Swiftly and the adoption of the General Transit Feed Specification (GTFS), TRAX has implemented real-time tracking and data sharing, enabling riders to access accurate scheduling, route information, and trip planning tools online or via mobile devices. These advancements align with the program's commitment to improving accessibility and convenience for all users.

Collaborations with the National Rural Transit Assistance Program (RTAP) and adherence to GTFS standards highlight Tehama County's dedication to integrating best practices in rural transit. These efforts ensure the county continues to deliver sustainable, efficient, and user-friendly transit solutions that support regional connectivity and community development.

Informational Presentation regarding the Tehama County Transit Agency Board and the Tehama Rural Area eXpress (TRAX).

Attachments: [RURAL TRANSIT](#)

9. **Informational Presentation on Recent, Current, and Future Projects -** [25-0097](#)
Transit Team

Financial Impact:

None.

Background Information:

This list includes but is not limited to all the projects staff have been, are, or will be working on.

Recent Projects:

- **Transit Facility Full Remodel:** Comprehensive upgrade of the TRAX, TCTC & FLOOD facility.
- **Fleet Update:** Modernization and expansion of 12 transit vehicles.
- **Grant Awards and Partnerships:**
 - Formula
 - Competitive
- **Swiftly and Dispatching Software Conversion:** Transition to advanced dispatch systems for improved efficiency.

Current Projects:

- **TRAX Contract Extension:** Ensuring continuity of transit services for two additional years.
- **Fleet Improvements:** Replacing three outdated transit vehicles

Future Projects:

- **Rio & Walnut Transit Developments:** Addressing transit needs in future years and enhancing multimodal facilities
- **ZEB (Zero-Emission Bus) Conversion:** Transitioning the fleet to zero-emission vehicles.

Informational presentation from the transportation staff regarding recent, current, and future projects.

10. 2025 Meeting Schedule - Associate Transportation Planner Fox[24-1788](#)**Financial Impact:**

None.

Background Information:

The 2025 meeting dates, if approved, will be as follows:

- Monday, January 27, 2025, 8:45 AM
- Monday, February 24, 2025, 8:45 AM
- Monday, March 24, 2025, 8:45 AM
- Monday, April 28, 2025, 8:45 AM
- Monday, May 19, 2025, 8:45 AM
- Monday, June 23, 2025, 8:45 AM
- Monday, July 28, 2025, 8:45 AM
- Monday, August 25, 2025, 8:45 AM
- Monday, September 22, 2025, 8:45 AM
- Monday, October 27, 2025, 8:45 AM
- Monday, December 8, 2025, 8:45 AM

Adopt the TCTAB regular meeting dates for 2025 including a consolidation of the November and December 2025 meetings to Monday, December 8, 2025, 8:45 AM.

11. Bylaw Update - Deputy Director Riske-Gomez[24-1881](#)**Financial Impact:**

None.

Background Information:

The Regional Transportation Planning Agency (RTPA) established the Social Services Transportation Advisory Council (SSTAC) in accordance with Public Utilities Code Section 99238 of the Transportation Development Act. The Council serves as an advisory body in regard to the transit needs of transit dependent and transit disadvantaged persons, including the elderly, handicapped and persons of limited means.

The SSTAC is meant to be used as a platform to ensure citizen participation throughout the region, which includes the annual Unmet Transit Needs process. Periodic review of the bylaws is a function of the Council, and the following recommendations are being brought forth at this time.

H. ORGANIZATION AND PROCEEDURES:

1. Meetings: The SSTAC will meet bimonthly, on the first Thursday of the month at 3:00 PM in the Conference Room of the Tehama County Transportation Commission and Transit Agency Board office building located at 1515 Schwab Street, Red Bluff.
2. Quorum: A majority of the nine (9) voting members will constitute a quorum in order to conduct the business of the SSTAC.

The draft Bylaws were taken to the SSTAC on October 4, 2024 and were approved to recommend to the Transit Agency Board.

Approval of the Tehama County Regional Transportation Planning Agency Social Services Transportation Advisory Council (SSTAC) proposed bylaw amendments.

Attachments: [SSTAC Info Sheet](#)
[Bylaws 2024 Amend](#)

12. Public Hearing: Unmet Transit Needs - Deputy Director Riske-Gomez[25-0092](#)**Financial Impact:**

None.

Background Information:

The annual unmet needs process and this public hearing are a requirement of the Transportation Development Act (TDA). This process consists of the following steps:

1. The Transit Agency Board holds a public hearing to receive comments.
2. The Transit Agency Board of Directors refer public comments to the Social Services Transportation Advisory Council (SSTAC) for review.
3. Identify "unmet transit need" and "reasonable to meet" in order to develop a recommendation for SSTAC who compares the comments to the attached adopted definition for the Board.
4. The Transportation Commission considers the recommendation and then adopts a finding by resolution if transit needs that are 'determined to be reasonable to meet' are funded prior to allocating Local Transportation Funds (LTF) to local streets and roads.

Following today's hearing Senior Transportation Planner Fox will be returning to the February 24, 2025, Tehama County Transportation Commission meeting with a formal presentation of the SSTAC recommended findings and request for adoption.

a) Overview of Annual Unmet Transit Needs process

This step of today's agenda item is to provide a brief overview of the process and invite public comment regarding unmet transit needs. The Unmet Transit Needs process specifically excludes:

- Primary and secondary school transportation.
- Minor operational improvement or changes involving issues such as bus stops, schedules and minor route changes.
- Improvements funded or scheduled for implementation in the following fiscal year.

b) Open Unmet Transit Needs public hearing

This step of today's agenda item is to officially open the public hearing on unmet transit needs, providing an opportunity for stakeholders and

community members to voice their concerns and suggestions related to local transit services.

c) Invite public comment on unmet transit needs

This step of today's agenda item invites members of the public to provide input regarding unmet transit needs. Comments should focus on gaps or deficiencies in the current transit system that prevent residents from accessing essential services or activities.

d) Close the public hearing and refer comments to the Social Services Transportation Advisory Council (SSTAC) for review

This step of today's agenda item is to formally close the public hearing on unmet transit needs. All comments received will be forwarded to the SSTAC for thorough review and consideration as part of the decision-making process.

Attachments: [UNMET TRANSIT NEEDS PROCESS](#)
 [Adopted Definitions 2013](#)
 [Proof of Notice on Page](#)
 [Legal Notice](#)
 [Unmet Transit Needs Flyer 2025 \(Spanish\)](#)
 [Unmet Transit Needs Flyer 2025 \(English\)](#)
 [Unmet Transit Needs QR Code Poster - Spanish](#)
 [Unmet Transit Needs QR Code Poster - English](#)
 [Unmet Needs Matrix](#)

13. Amendment No. 3 to Paratransit Agreement - Deputy Director Riske-Gomez

[25-0107](#)

Financial Impact:

Additional \$308,571.00 for FY2024/25 in Local Transportation Funds.

Background Information:

Throughout FY 2023/24, Tehama County Transit Agency Board staff engaged in extensive discussions with Paratransit Services regarding rising operational costs associated with managing TRAX, ParaTRAX, and METS. The primary driver of these increased costs was attributed to substantial increases in insurance premiums, which impacted the financial sustainability of continuing services at the current compensation rate.

Staff worked closely with Paratransit Services to evaluate these financial pressures and explored various funding scenarios to maintain the quality and accessibility of transit services for the community. After thorough review and negotiations, it was determined in December of 2024 that an additional \$308,571.00 in Local Transportation Funds would be required to address these increased costs adequately.

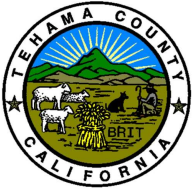
Amendment No. 3 to the agreement between Tehama County and Paratransit Services increases the maximum compensation payable to Paratransit Services for FY 2024/25 to an amount not to exceed \$2,025,830.60. This amendment ensures continued management and operations of TRAX, ParaTRAX, and METS without service disruptions, while addressing the financial challenges posed by rising insurance costs. Request approval and authorization for the Executive Director to sign Amendment No. 3 to the agreement between Tehama County and Paratransit Services for managing TRAX, ParaTRAX, and METS thereby increasing the maximum compensation payable not to exceed \$2,025,830.60.

Attachments: [2019-353 w signatures](#)
[Amendment 1 - CARES ACT 030521](#)
[Paratransit Amendment #2 Signed 09.23.24](#)
[Red Bluff 2019 RFP Budget Forms FINAL Insurance Adjustment DB 12.09.24 20241227091041](#)
[signed Amendment 3 Determination Letter](#)
[Cost Sheets](#)

14. Items for Future Agenda

15. Closing Comments**16. Adjourn**

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Tehama County Transit Agency Board meetings, please contact the ADA Coordinator prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.



Tehama County

Agenda Request Form

File #: 25-0117

Agenda Date: 1/27/2025

Agenda #: 2.

Election of Vice Chair to Vacant Position

Requested Action(s)

In order to elect a Vice Chair, the Board must make the following motion:

- a.) A motion to nominate and elect a Vice Chair to serve for the remainder of FY 2024/25.

Financial Impact:

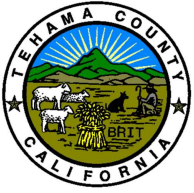
None.

Background Information:

The Vice Chair position has been vacant since the expiration of the previous Vice Chair's term. This election is necessary to ensure that the Board maintains its leadership structure and can effectively address matters requiring the Vice Chair's involvement, such as presiding over meetings in the absence of the Chair or other leadership duties.

Per the Commission's bylaws, the Vice Chair serves a key role in supporting the Chair, representing the Board when necessary, and ensuring continuity of leadership. This election will fill the position for the remainder of the fiscal year, ending June 30, 2025.

To facilitate the election process, Board members may nominate candidates from among the members. Once nominations are made, the Board will vote to elect the new Vice Chair.



Tehama County

Agenda Request Form

File #: 25-0014

Agenda Date: 1/27/2025

Agenda #: 5.

Approval of Claims - Accountant Jensen

Requested Action(s)

Approve Tehama County Transit Agency claims for September, October, November and December 2024, in the total amount of \$1,106,238.68.

Financial Impact:

[Click here to enter Financial Impact.](#)

Background Information:

See attached claims summary for September, October, November and December 2024.

TEHAMA COUNTY TRANSIT AGENCY BOARD CLAIMS

Meeting Date: 1/27/25

Claimant	Invoice Description	Amount
CLAIMS PAID IN SEPTEMBER 2024		
City of Red Bluff	1820 Bidwell St. 07/04-08/03/24	\$55.37
City of Red Bluff	1515 Schwab St. 07/04-08/03/24	\$64.33
City of Corning	Janitorial Services September 2024	\$500.00
McEntire Landscaping	Professional Services - September 2024	\$780.00
P.G. & E.	Utilities 08/02-09/02/24	\$3,069.28
Verizon Wireless	Communication 07/24-08/23/24	\$798.21
Paratransit Services	Hazard Covid Pay August 2024	\$25,655.72
Paratransit Services	Contract Services June 2024	\$119,579.06
Paratransit Services	ParaTRAX Services June 2024	\$50,695.80
Paratransit Services	Contract Services August 2024	\$127,248.72
Paratransit Services	ParaTRAX Services August 2024	\$55,787.06
Paratransit Services	Shasta Tehama Connect August 2024	\$10,300.85
Paratransit Services	Saturday Service August 2024	\$8,379.75
Paratransit Services	METS Services August 2024	\$4,695.56
		\$407,609.71

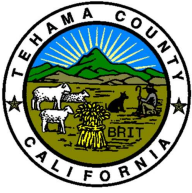
CLAIMS PAID IN OCTOBER 2024		
City of Red Bluff	1820 Bidwell St. 08/04-09/03/24	\$57.40
City of Red Bluff	1515 Schwab St. 08/04-09/03/24	\$65.37
City of Red Bluff	1820 Bidwell St. 09/04-10/03/24	\$54.56
City of Red Bluff	1515 Schwab St. 09/04-10/03/24	\$63.69
City of Corning	Janitorial Services October 2024	\$500.00
McEntire Landscaping	Professional Services - August	\$1,096.26
McEntire Landscaping	Professional Services - October 2024	\$780.00
P.G. & E.	Utilities 09/03-10/01/24	\$2,327.24
Verizon Wireless	Communication 08/24-09/23/24	\$798.21
Verizon Wireless	Communication 09/24-10/23/24	\$798.21
Paratransit Services	Hazard Covid Pay September 2024	\$22,742.70
Paratransit Services	Contract Services September 2024	\$126,419.76
Paratransit Services	ParaTRAX Services September 2024	\$54,627.56
Paratransit Services	Shasta Tehama Connect September 2024	\$9,826.23
Paratransit Services	Saturday Service September 2024	\$6,814.57
Paratransit Services	METS Services September 2024	\$4,142.70
		\$231,114.46

TEHAMA COUNTY TRANSIT AGENCY BOARD CLAIMS

Meeting Date: 1/27/25

Claimant	Invoice Description	Amount
CLAIMS PAID IN NOVEMBER 2024		
City of Red Bluff	1820 Bidwell St. 10/03-11/02/24	\$56.15
City of Red Bluff	1515 Schwab St. 10/03-11/02/24	\$64.36
City of Corning	Janitorial Services November 2024	\$500.00
McEntire Landscaping	Professional Services - November 2024	\$780.00
P.G. & E.	Utilities 10/02-10/30/24	\$2,040.58
Paratransit Services	Hazard Covid Pay October 2024	\$22,939.08
Paratransit Services	Contract Services October 2024	\$130,553.60
Paratransit Services	ParaTRAX Services October 2024	\$55,465.62
Paratransit Services	Shasta Tehama Connect October 2024	\$10,397.31
Paratransit Services	Saturday Service October 2024	\$6,666.04
Paratransit Services	METS Services October 2024	\$5,291.33
		\$234,754.07

CLAIMS PAID IN DECEMBER 2024		
City of Corning	Janitorial Services December 2024	\$500.00
McEntire Landscaping	Professional Services - December 2024	\$780.00
P.G. & E.	Utilities 10/31-12/02/24	\$2,726.86
Paratransit Services	Hazard Covid Pay November 2024	\$37,617.64
Paratransit Services	Contract Services November 2024	\$119,208.99
Paratransit Services	ParaTRAX Services November 2024	\$50,552.87
Paratransit Services	Shasta Tehama Connect November 2024	\$9,080.92
Paratransit Services	Saturday Service November 2024	\$8,077.73
Paratransit Services	METS Services November 2024	\$3,417.22
Verizon Wireless	Communication 10/24-11/23/24	\$798.21
		\$232,760.44



Tehama County

Agenda Request Form

File #: 25-0018

Agenda Date: 1/27/2025

Agenda #: 6.

Approval of Minutes - Transportation Planner Aide Houghtby

Requested Action(s)

Waive the reading and approve the minutes from the September 23 and October 28, 2024 Tehama County Transit Agency Board regular meeting.

Financial Impact:

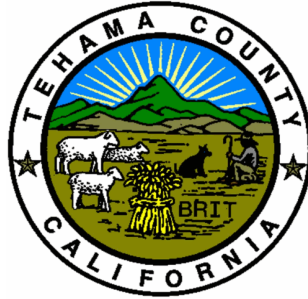
[Click here to enter Financial Impact.](#)

Background Information:

See attached minutes.

Tehama County

*Tehama County Board of Supervisors Chambers
727 Oak Street, Red Bluff, CA 96080
<https://tehamacounty.legistar.com/Calendar.aspx>*



Meeting Minutes

Monday, September 23, 2024

8:45 AM

Board Chambers

Transit Agency Board

Rollcall

Present Vice Chair Bill Moule, Commissioner Pati Nolen, Commissioner Pat Hurton, and Commissioner Matt Hansen
ABSENT Commissioner Dave Demo, and Chairperson Jim Bacquet

Chairman: Jim Bacquet Vice-Chairman: Bill Moule
Commissioners: Pati Nolen, Matt Hansen, Patrick Hurton, Dave Demo

James N. Simon, Executive Director
Jessica Riske-Gomez, Deputy Director

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1. Call to Order / Introductions

2. Public Comment

This time is set aside for citizens to address this Board on any item of interest to the public that is within the subject matter jurisdiction of the TCTAB provided the matter is not on the agenda or pending before this Board. The Chair reserves the right to limit each speaker to three (3) minutes. Disclosure of the speaker's identity is purely voluntary during the public comment period.

No Public Comment

3. Announcement of Agenda Corrections

APPROVED

RESULT: APPROVED
MOVER: Matt Hansen
SECONDER: Pati Nolen

AYES: Vice Chair Moule, Commissioner Nolen, Commissioner Hurton, and Commissioner Hansen

ABSENT: Commissioner Demo, and Chairperson Bacquet

4. Announcements

5. Amendment to Paratransit Contract - Deputy Director Riske Gomez

A motion was made by Matt Hansen, seconded by Pati Nolen, to APPROVED this item.
The motion carried by the following vote:

RESULT : APPROVED

MOVER : Matt Hansen

SECONDER : Pati Nolen

AYES: Vice Chair Moule, Commissioner Nolen, Commissioner Hurton, and
Commissioner Hansen

ABSENT: Commissioner Demo, and Chairperson Bacquet

6. Approval of Claims - Accountant Jensen

RESULT: APPROVED

MOVER: Pati Nolen

SECONDER: Matt Hansen

AYES: Vice Chair Moule, Commissioner Nolen, Commissioner Hurton, and
Commissioner Hansen

ABSENT: Commissioner Demo, and Chairperson Bacquet

7. Approval of Minutes - Transportation Planner Aide Houghtby

RESULT: APPROVED

MOVER: Matt Hansen

SECONDER: Pati Nolen

AYES: Vice Chair Moule, Commissioner Nolen, Commissioner Hurton, and
Commissioner Hansen

ABSENT: Commissioner Demo, and Chairperson Bacquet

8. Transfer of Funds - TRAX - Accountant Jensen

RESULT: APPROVED

MOVER: Pati Nolen

SECONDER: Matt Hansen

AYES: Vice Chair Moule, Commissioner Nolen, Commissioner Hurton, and
Commissioner Hansen

ABSENT: Commissioner Demo, and Chairperson Bacquet

9. Items for Future Agenda

No Items for Future Agenda

10. Closing Comments

No Closing Comments

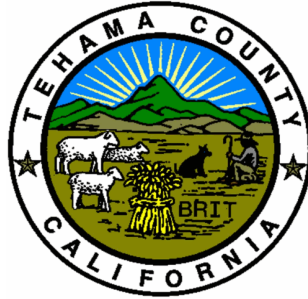
Adjourn

Adjourn at 8:52 AM

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Meeting Minutes

Monday, October 28, 2024

8:45 AM

8:45 AM

Board Chambers

Transit Agency Board

Chairman: Jim Bacquet Vice-Chairman: Bill Moule
Commissioners: Pati Nolen, Matt Hansen, Patrick Hurton, Dave Demo

James N. Simon, Executive Director
Jessica Riske-Gomez, Deputy Director

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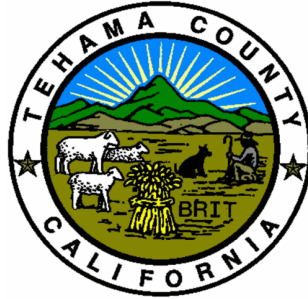
Call to Order / Introductions

This meeting did not meet quorum, and as such was called to order and adjourned at 8:45 AM.

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Meeting Minutes

Monday, December 2, 2024

8:45 AM

8:45 AM

Board Chambers

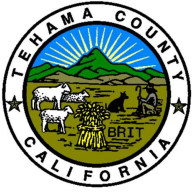
Transit Agency Board

Chairman: Jim Bacquet Vice-Chairman: Bill Moule
Commissioners: Pati Nolen, Matt Hansen, Patrick Hurton, Dave Demo

James N. Simon, Executive Director
Jessica Riske-Gomez, Deputy Director

This meeting was not held due to not appropriately meeting the Tehama County Transit Agency Board's Bylaws for public notice. The next Tehama County Transit Agency Board meeting is scheduled for January 27th 2025 at 8:45 AM.

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Tehama County

Agenda Request Form

File #: 24-2105

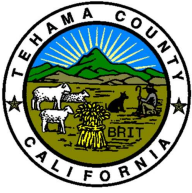
Agenda Date: 1/27/2025

Agenda #: 7.

Transit Update - TRAX General Manager Young

Requested Action(s)

Informational Presentation: Monthly update on the regional transit system consisting of TRAX, ParaTRAX, and METS.



Tehama County

Agenda Request Form

File #: 25-0098

Agenda Date: 1/27/2025

Agenda #: 8.

Transit 101 - Deputy Director Riske-Gomez & Senior Transportation Planner Fox

Requested Action(s)

Informational Presentation regarding the Tehama County Transit Agency Board and the Tehama Rural Area eXpress (TRAX).

Financial Impact:

None.

Background Information:

Tehama County's transit services have developed over time to address the mobility needs of its rural population, ensuring access to employment, healthcare, education, and other essential services. As a rural transit provider, the county prioritizes a coordinated and strategic approach to transit planning and infrastructure improvements.

The TRAX (Tehama Rural Area eXpress) program is central to these efforts, offering fixed-route and paratransit services that connect residents in Red Bluff, Corning, Tehama and other outlying communities to key regional destinations. TRAX provides essential mobility options for seniors, individuals with disabilities, and residents without access to personal vehicles, ensuring equitable transit for all.

In recent years, TRAX has embraced modern technologies to enhance service delivery and rider experience. Through partnerships with platforms like Swiftly and the adoption of the General Transit Feed Specification (GTFS), TRAX has implemented real-time tracking and data sharing, enabling riders to access accurate scheduling, route information, and trip planning tools online or via mobile devices. These advancements align with the program's commitment to improving accessibility and convenience for all users.

Collaborations with the National Rural Transit Assistance Program (RTAP) and adherence to GTFS standards highlight Tehama County's dedication to integrating best practices in rural transit. These efforts ensure the county continues to deliver sustainable, efficient, and user-friendly transit solutions that support regional connectivity and community development.



RURAL TRANSIT



More Information: mobility.tamu.edu/mip/strategies.php

Description

Rural transit describes public transportation services in areas with populations of 50,000 or fewer. Rural transit providers operate common transit modes such as local bus, commuter bus, demand-response, Americans with Disabilities Act (ADA) paratransit, and vanpool/rideshare programs.

Rural transit services provide access to education, employment, and vital services for transit-dependent populations. Rural transit services also provide an alternative commute mode for non-transit-dependent riders.

Target Market

Rural transit works best in areas with long-haul suburban or rural commuters traveling into congested corridors. Long-haul commuter-oriented services (commuter buses and vanpool/rideshare services) have the most potential for congestion reduction. Such services can easily allow commuters to transfer to other modes at park-and-ride facilities or stations in urban areas.

How Will This Help?

- **Decreases personal vehicles on the road** by providing alternative commute options such as commuter bus, vanpool, and rideshare services on overcrowded corridors.
- **Increases municipal cost savings over the long term** through fewer vehicles on the roadway, delaying significant roadway improvements and more frequent maintenance.
- **Increases personal cost savings** by reducing a commuter's daily vehicle-related costs through the shared expense.
- **Reduces emissions and fuel use** through fewer vehicles on the roadways, improving environmental quality.

Implementation Issues

Jurisdictional Boundaries

Transit providers of all sizes are limited by jurisdictional boundaries.

Lack of Community Buy-In

Without a supportive community (riders and funding), transit service struggles.

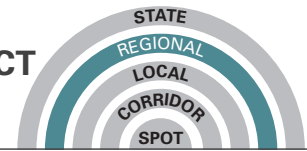
COST



TIME

SHORT-LONG

IMPACT



WHO



HURDLES



SUCCESS STORIES



The Ben Franklin Transit Vanpool program in Benton and Franklin

Counties, Washington, **removed at least 3,232 vehicles from local roadways in 2008.** Substantial local demand led to the program's consistent growth.



Treasure Valley Transit in Idaho: provided

145,000 trips on **15** unique commuter-specific routes in 2010.

Distances

The longer distances in rural transit result in increased costs (fuel, maintenance, and staff) and longer wait times for riders. Often rural areas are many miles from desirable destinations.





Tehama County

Agenda Request Form

File #: 25-0097

Agenda Date: 1/27/2025

Agenda #: 9.

Informational Presentation on Recent, Current, and Future Projects - Transit Team

Requested Action(s)

Informational presentation from the transportation staff regarding recent, current, and future projects.

Financial Impact:

None.

Background Information:

This list includes but is not limited to all the projects staff have been, are, or will be working on.

Recent Projects:

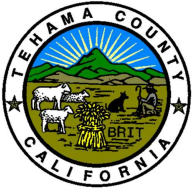
- **Transit Facility Full Remodel:** Comprehensive upgrade of the TRAX, TCTC & FLOOD facility.
- **Fleet Update:** Modernization and expansion of 12 transit vehicles.
- **Grant Awards and Partnerships:**
 - Formula
 - Competitive
- **Swiftly and Dispatching Software Conversion:** Transition to advanced dispatch systems for improved efficiency.

Current Projects:

- **TRAX Contract Extension:** Ensuring continuity of transit services for two additional years.
- **Fleet Improvements:** Replacing three outdates transit vehicles

Future Projects:

- **Rio & Walnut Transit Developments:** Addressing transit needs in future years and enhancing multimodal facilities
- **ZEB (Zero-Emission Bus) Conversion:** Transitioning the fleet to zero-emission vehicles.



Tehama County

Agenda Request Form

File #: 24-1788

Agenda Date: 1/27/2025

Agenda #: 10.

2025 Meeting Schedule - Associate Transportation Planner Fox

Requested Action(s)

Adopt the TCTAB regular meeting dates for 2025 including a consolidation of the November and December 2025 meetings to Monday, December 8, 2025, 8:45 AM.

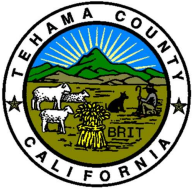
Financial Impact:

None.

Background Information:

The 2025 meeting dates, if approved, will be as follows:

- Monday, January 27, 2025, 8:45 AM
- Monday, February 24, 2025, 8:45 AM
- Monday, March 24, 2025, 8:45 AM
- Monday, April 28, 2025, 8:45 AM
- Monday, May 19, 2025, 8:45 AM
- Monday, June 23, 2025, 8:45 AM
- Monday, July 28, 2025, 8:45 AM
- Monday, August 25, 2025, 8:45 AM
- Monday, September 22, 2025, 8:45 AM
- Monday, October 27, 2025, 8:45 AM
- Monday, December 8, 2025, 8:45 AM



Tehama County

Agenda Request Form

File #: 24-1881

Agenda Date: 1/27/2025

Agenda #: 11.

Bylaw Update - Deputy Director Riske-Gomez

Requested Action(s)

Approval of the Tehama County Regional Transportation Planning Agency Social Services Transportation Advisory Council (SSTAC) proposed bylaw amendments.

Financial Impact:

None.

Background Information:

The Regional Transportation Planning Agency (RTPA) established the Social Services Transportation Advisory Council (SSTAC) in accordance with Public Utilities Code Section 99238 of the Transportation Development Act. The Council serves as an advisory body in regard to the transit needs of transit dependent and transit disadvantaged persons, including the elderly, handicapped and persons of limited means.

The SSTAC is meant to be used as a platform to ensure citizen participation throughout the region, which includes the annual Unmet Transit Needs process. Periodic review of the bylaws is a function of the Council, and the following recommendations are being brought forth at this time.

H. ORGANIZATION AND PROCEEDURES:

1. Meetings: The SSTAC will meet bimonthly, on the first Thursday of the month at 3:00 PM in the Conference Room of the Tehama County Transportation Commission and Transit Agency Board office building located at 1515 Schwab Street, Red Bluff.
2. Quorum: A majority of the nine (9) voting members will constitute a quorum in order to conduct the business of the SSTAC.

The draft Bylaws were taken to the SSTAC on October 4, 2024 and were approved to recommend to the Transit Agency Board.

Red Bluff • Corning • Tehama • Tehama County
1509 Schwab Street, Red Bluff, CA 96080

Tehama County Social Services Transportation Advisory Council (SSTAC)

Summary: The Social Services Transportation Advisory Council (SSTAC) focuses on improving transportation services for individuals who rely on social services, such as low-income individuals, seniors, or people with disabilities. The Tehama County Transit Agency Board (TCTAB) SSTAC meets periodically to discuss and advise TCTAB on transit needs and major transit issues within Tehama County. The meetings consist of members from the public, representing nine voting members and up to nine additional members appointed by TCTAB. Anyone may participate in SSTAC meetings, and voting members primarily represent various groups of underserved transit users, as mandated by Public Utilities Code §99238.

Mission: Review, recommend, and promote the development and improvement of accessible transportation services for underserved populations within Tehama County.

Membership Participation:

1. Attend planned meetings:
 - Meetings occur at least twice a year, sometimes more. Meetings cannot take place without the majority of council members present.
2. Inform staff and regional transportation providers on the needs of transit-dependent and transit-disadvantaged populations.
3. Identify unmet transit needs.
4. Review and recommend action on unmet transit needs findings.
5. Advise on major transportation issues, including the coordination and consolidation of regional transit.

SSTAC composition and conduct are subject to the provisions of Public Utilities Code §99238 and TCTAB's SSTAC Bylaws.

Voting Members: TCTAB seeks broad representation among SSTAC members from service providers and the public, ensuring geographic and minority representation. Voting members fall into the categories listed below.

Categories of SSTAC Voting Membership:

1. One representative of existing transit users who is 60 years of age or older.
2. One representative of potential transit users who is disabled.
3. Two representatives of local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
4. Two representatives of local social service providers for individuals with disabilities, including one representative of a social service transportation provider, if one exists.
5. One representative of a local social service provider for persons of limited means.
6. Two representatives from the local consolidated transportation service agency, if one exists, including one representative from an operator of the local consolidated transportation service agency, if one exists.
7. The transportation planning agency may appoint up to nine additional representatives, including representatives of residents walking, cycling, and/or rolling to/from transit, to participate at SSTAC meetings and serve as an alternate for any of the nine statutory members, if needed.

BYLAWS OF THE REGIONAL TRANSPORTATION PLANNING AGENCY SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

The Social Services Transportation Advisory Council (SSTAC) was established under the Transportation Development Act (TDA). The SSTAC serves as an advisory body to the Tehama County Transit Agency Board regarding the transit needs of transit dependent and transit disadvantaged persons, including the elderly, handicapped and persons of limited means.

The SSTAC shall be governed by the following bylaws.

A. RESPONSIBILITIES:

1. Advise TCTAB on the transit needs of transit dependent and transit disadvantaged persons, including the elderly, handicapped and persons of limited means.
2. Annually participate in the identification of transit needs in Tehama County, including unmet transit needs that may exist and may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services by expanding existing services.
3. Annually review and recommend action by the transportation planning agency for the area within the jurisdiction of the council which finds, by resolution, that (A) there are no unmet transit needs, (B) there are no unmet transit needs that are reasonable to meet, or (C) there are unmet transit needs, including needs that are reasonable to meet.
4. Advise TCTAB on any major transit issues, including the coordination and consolidation of specialized transportation services.

B. MEMBERS:

1. TCTAB shall appoint nine (9) SSTAC members in the following categories as established in Public Utilities Code Section 99238:
 - (a) One (1) representative of potential transit users who is 60 years of age or older.
 - (b) One (1) representative of potential transit users who is handicapped.
 - (c) Two (2) representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
 - (d) Two (2) representatives of local social service providers for the disabled, including one representative of a social service transportation provider.
 - (e) One (1) representative of a local social service provider for persons of limited means.

- (f) Two (2) representatives from the local consolidated transportation service agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code, including one representative from an operator.
- (g) TCTAB may appoint additional members from a broad representation of social service and transit providers representing the elderly, the handicapped and persons of limited means. In appointing council members, TCTAB will attain geographic and minority representation among council members. Candidates shall complete an application for appointment provided by TCTAB.

2. **Alternates:**

The appointing authority for any Member may appoint an Alternate Representative, who shall serve at the pleasure of the appointing authority. The Alternate Representative shall be a person having a professional affiliation with the Member and must have developed and demonstrated prior interest and knowledge of the Council by attending prior Council meetings during the Member's term. The Alternate Representative shall serve and vote in place of the Member only if the Member is absent. Any meeting attended by the Alternate Representative shall not constitute an absence of the Member. In the event of the vacancy, the alternate of the member shall act on their behalf until a successor for the member is selected and has been qualified.

C. TERM OF OFFICE:

The term of office shall be held until a member resigns, misses three consecutive regular meetings without good cause or notification, or when a member can no longer carry out their responsibilities as a Councilmember.

D. DESIGNATION OF ALTERNATE:

A member representing a provider or agency may designate an alternate representing the same provider or agency who may attend meetings in lieu of the member and shall have the right to vote.

E. VACANCIES:

- 1. A vacancy shall be created when a member: resigns; misses three consecutive regular meetings without good cause or notification, so entered in the minutes; or when a member can no longer carry out their responsibilities as a Councilmember.
- 2. If a member representing a provider or agency resigns during their term, the member's designated alternate shall assume the term of the member.

3. Except as stated in the above paragraph, TCTAB shall recruit a new member when a vacancy exists, and a designated alternate is unable or unwilling to assume the position.
4. When a candidate applies to fill a vacancy, the SSTAC will review the application and make a recommendation to the TCTAB.

F. ELECTION OF OFFICERS:

During the first meeting of the calendar year, a Chair and Vice Chair will be elected by the Council and serve for one calendar year. If an officer resigns, a new officer shall be appointed at the next SSTAC meeting.

G. DUTIES OF OFFICERS:

1. Chair: The Chair will call to order, make announcements and preside at all meetings of the SSTAC.
2. Vice Chair: In the absence of the Chair, the Vice Chair will perform the duties of the Chair. Upon the absence of both the Chair and Vice Chair, the majority of a quorum may appoint a presiding officer for the meeting.
3. Deputy County Clerk: The Deputy County Clerk will keep minutes of all SSTAC meetings and assist with the preparation and distribution of the agendas.

H. ORGANIZATION AND PROCEDURES:

1. Meetings: The SSTAC will meet bimonthly, on the first Thursday of the month at 3:00 PM in the Conference Room of the Tehama County Transportation Commission and Transit Agency Board office building located at 1515 Schwab Street, , Red Bluff. The meetings will be open to the public in compliance with the Brown Act, Government Code Section 54950 et seq. This facility is fully ADA compliant to facilitate the attendance of physically handicapped and disabled members of the SSTAC and the community in general.
2. Quorum: A majority of the nine (9) voting members will constitute a quorum in order to conduct the business of the SSTAC.
3. Voting: Voting on all matters of the SSTAC shall be by a voice vote.
4. Conduct of Meetings: Meetings are to be consistent with the Brown Act.
5. Minutes: Official minutes recording the members and guests present, motions entertained, and actions taken at each meeting will be prepared by the Deputy County Clerk and made available after each SSTAC meeting.

6. Bylaws: These bylaws may be amended by majority vote of the SSTAC members and subsequent approval of TCTAB.
7. Staff Assistance: TCTAB staff will assist the SSTAC by providing information, preparing meeting agendas and minutes, preparing correspondence and reports as requested by the SSTAC, and generally assisting the SSTAC.

Approved by SSTAC on October 4, in Red Bluff, California.

Approved by TCTAB on October 22, 2018 in Red Bluff, California.

Approved by TCTAB on January 28, 2019 in Red Bluff, California

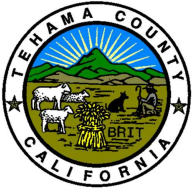
Approved by SSTAC on December 5, 2019 in Red Bluff, California

Approved by TCTAB on February 24, 2020 in Red Bluff, California

Approved by TCTAB on October 28, 2024 in Red Bluff, California

Chair:

Date:



Tehama County

Agenda Request Form

File #: 25-0092

Agenda Date: 1/27/2025

Agenda #: 12.

Public Hearing: Unmet Transit Needs - Deputy Director Riske-Gomez

Requested Action(s)

a) Overview of Annual Unmet Transit Needs process

This step of today's agenda item is to provide a brief overview of the process and invite public comment regarding unmet transit needs. The Unmet Transit Needs process specifically excludes:

- Primary and secondary school transportation.
- Minor operational improvement or changes involving issues such as bus stops, schedules and minor route changes.
- Improvements funded or scheduled for implementation in the following fiscal year.

b) Open Unmet Transit Needs public hearing

This step of today's agenda item is to officially open the public hearing on unmet transit needs, providing an opportunity for stakeholders and community members to voice their concerns and suggestions related to local transit services.

c) Invite public comment on unmet transit needs

This step of today's agenda item invites members of the public to provide input regarding unmet transit needs. Comments should focus on gaps or deficiencies in the current transit system that prevent residents from accessing essential services or activities.

d) Close the public hearing and refer comments to the Social Services Transportation Advisory Council (SSTAC) for review

This step of today's agenda item is to formally close the public hearing on unmet transit needs. All comments received will be forwarded to the SSTAC for thorough review and consideration as part of the decision-making process.

Financial Impact:

None.

Background Information:

The annual unmet needs process and this public hearing are a requirement of the Transportation

Development Act (TDA). This process consists of the following steps:

1. The Transit Agency Board holds a public hearing to receive comments.
2. The Transit Agency Board of Directors refer public comments to the Social Services Transportation Advisory Council (SSTAC) for review.
3. Identify "unmet transit need" and "reasonable to meet" in order to develop a recommendation for SSTAC who compares the comments to the attached adopted definition for the Board.
4. The Transportation Commission considers the recommendation and then adopts a finding by resolution if transit needs that are 'determined to be reasonable to meet' are funded prior to allocating Local Transportation Funds (LTF) to local streets and roads.

Following today's hearing Senior Transportation Planner Fox will be returning to the February 24, 2025, Tehama County Transportation Commission meeting with a formal presentation of the SSTAC recommended findings and request for adoption.

UNMET TRANSIT NEEDS PROCESS

TEHAMA COUNTY TRANSIT AGENCY BOARD



PUBLIC TRANSPORTATION FUNDING

- Fares bring in only 10-20% of operating expenses for public transit
- Money for operations and capital is primarily derived from 1/4 of the 1% of fuel sales tax
 - **Local Transportation Funds (LTF) & State Transit Assistance (STA)**
- FTA Grant programs, such as Section **5310** (Enhanced Mobility of Seniors and Individuals with Disabilities) – Paratransit Services, and **5311**- Rural Transit, also provide funding to transit operators
- Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic. Staff will utilize this funding for operations, hazard pay and fare free service.

FUNDING DISTRIBUTION

- As the the advisory board to the Board of Supervisors, TCTAB staff manages transit funding dollars
- Distribution of funds is based on the population of the eligible claimant jurisdiction, i.e., the cities and the unincorporated areas of the county
- Urbanized areas, as defined by the latest Bureau of Census report, are used to determine required farebox recovery ratios
 - TCTAB is within a rural county and has adopted alternative measures, as we are allowed by code. Due to CARES Act funding, effective September 1, 2020, TRAX and ParaTRAX became fare free for the duration of the funding.

- The unmet transit needs process is an **annual review of transit needs of individuals or groups** within the region
- Public hearings are held on an annual basis to determine unmet needs and receive comments from the public
- Unmet transit need comments are also received and analyzed throughout the year
 - We collect surveys, emails, comments and recommendations throughout the year, which we keep on file to include in this process

OVERVIEW

-
- Requests for transit service must meet the adopted definition of an unmet need
 - An unmet need exists if an individual of any age or physical condition is unable to transport himself or herself because of deficiencies in the existing transportation system

DEFINITION

EXCLUSIONS TO THE DEFINITION OF AN UNMET NEED

- Exclusions from the definition of an unmet need:
 - Those requests for *minor* operational improvements such as stops and minor route changes
 - Primary and Secondary educational transportation
 - Those improvements funded and *scheduled* for implementation in the following fiscal year

DETERMINING IF AN UNMET NEED IS REASONABLE TO MEET

- A transit need must pass the “reasonable to meet” definition
- Reasonable to meet is defined as:
 - **Operational Feasibility:**
 - The requested improvement **must be safe to operate** and there must be *adequate roadways for transit vehicles*
 - **Duplication of Service:**
 - The proposed service **shall not duplicate** other existing transit services
 - **Timing:**
 - The proposed service shall be in response to an **existing need, rather than future needs**

- Service must meet the legally required farebox ratio with fares close to fares of similar service
- A farebox recovery ratio of 10% for social service systems, 10% for rural systems, and 20% for urban systems. However, TCTAB has established alternative measures that better fit Tehama County.
 - Due to CARES Act funding, effective September 1, 2020, TRAX and ParaTRAX are **fare free** for the duration of the funding. The fare box revenue has been replaced with the federal funding.
- A detailed report shall be filed within 90 days after the end of the first fiscal year in which any extension of service is implemented and the associated costs are subject to exclusion from farebox ratio recovery requirements.

DETERMINING IF AN UNMET NEED IS REASONABLE TO MEET

CHALLENGES OF FUNDING NEW TRANSIT SERVICE

- **Safety** of passengers, drivers, and vehicles is very important
- There is often no transportation sales tax **money** for new transit services
- **Ridership** on a new service could be insufficient to recover the mandated 10% farebox expense ratio or alternative
 - TCTAB has alternative measures, but they still need to be met

-
- Each fiscal year TCTAB must adopt one of the following findings:
 - There are no unmet transit needs
 - There are no unmet transit needs that are reasonable to meet
 - There are unmet transit needs, including those that are reasonable to meet

UNMET NEEDS PUBLIC HEARING PROCESS

UNMET NEEDS PUBLIC HEARING PROCESS

- Prior to the annual Unmet Needs hearing, each transit operator/claimant advertises and conducts a **public hearing**.
 - Today is the official public hearing
- The SSTAC submits an annual finding to the governing body after the public hearing and compiling public comment
- Following the hearings and **SSTAC recommendation**, TCTAB **adopts an unmet transit needs finding** by Resolution
- TCTAB staff is then tasked with carrying out findings (if any are identified)

QUESTIONS?

THANK YOU FOR YOUR FEEDBACK!

**TEHAMA COUNTY TRANSPORTATION COMMISSION ADOPTED
DEFINITIONS OF “UNMET TRANSIT NEEDS” & “REASONABLE TO MEET”
Adopted August 27, 2013**

“UNMET TRANSIT NEEDS”

Those public transportation services that have not been funded or implemented but have been identified through public input, including the annual unmet transit needs public hearing, transit needs studies, and other methods approved with the commission.

Unmet transit needs specifically include:

- Public transit services not currently provided for persons who rely on public transit to reach employment or medical assistance, shop for food or clothing, or obtain social services such as health care, county welfare programs and educational programs.
- Trips requested by the transit dependent or transit disadvantaged persons, for which there is no other available means of transportation. Transit dependent or transit disadvantaged shall include, but not be limited to, the elderly, the disabled, and persons of limited means.

Unmet transit needs specifically excludes:

- Primary and secondary school transportation.
- Minor operational improvements or changes, involving issues such as bus stops, schedules and minor route changes.
- Improvements funded or scheduled for implementation in the following fiscal year.

“REASONABLE TO MEET”

The definition of Reasonable to Meet is based on the requirements of the Transportation Development Act (TDA). More specifically, those public transportation services that are Reasonable to Meet are those which meet the following criteria:

- (1) Pursuant to the requirements of PUC Section 99401.5(c), a determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the needs for streets and roads. The fact that an identified need cannot fully be met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet.
- (2) If projected cost per passenger by route and/or passenger per hour of the requested service are within 50% of current fiscal year averages. For example 2013 average cost per passenger by route is \$12.00 and within 50% would be a cost per passenger by route of \$18.00. Thus a new service that meets a cost per passenger by route of \$18 is reasonable to meet. Also, in 2013 the average number of passengers per hour was 9 and within 50% would be 4 passengers per hour for a new service. Thus a new service that has 4 passengers per hour is reasonable to meet.
- (3) If new service(s) do not meet the above-mentioned performance criteria within six months service may be terminated.
- (4) Services which if implemented or funded, would not duplicate or replace existing services. The Commission may use the following as a determinant in the implementation of new services:
 - a. Forecast of anticipated ridership if service is provided
 - b. Estimate of capital and operating costs for the provision of such services.

- (5) Services, which, if implemented or funded, would not cause the responsible operator to incur expenditures in excess of the maximum amount of:
- a. Local Transportation Funds and State Transit Assistance Funds, which may be available for such operator to claim.
 - b. Federal Transportation Administration (FTA) Funds or other support for public transportation services which are committed by federal and/or state agencies by formula or tentative approval of specific grant requests.
- (6) Opportunities for coordination among adjoining public entities or with private transportation providers and/or funding agencies. This should include consideration of other existing resources, as well as the legal or customary responsibilities of other entities (e.g., social services agencies, religious organizations, schools, carpools). Duplication of other services or resources is unnecessary and not a prudent use of public funds

LEGAL NOTICE

Notice of Public Hearing

NOTICE IS HEREBY GIVEN: that a Public Hearing for Unmet Transit Needs will be held Monday, January 27, 2025, at 8:30 AM in the Tehama County Board of Supervisors Chambers at 727 Oak Street, Red Bluff, California.

The Tehama County Transit Agency Board is inviting comments on Unmet Transit Needs (a transportation need that is currently not being met) that may exist within Tehama County. An Unmet Transit Needs survey may be found at www.taketra.com or by calling (530)-602-8282.

If unable to attend the hearing on January 27, 2025, please email written comments to afox@tehamartpa.org or mail to TCTAB Staff at 1509 Schwab Street, Red Bluff CA, 96080.

For free transportation to the public hearing, please call (530) 385-2877.

Current transit information and schedules may be found at www.taketra.com

By: Ashley Fox, Associate Transportation Planner

AVISO LEGAL

Aviso de Audiencia Publica

CON ESTO SE DA NOTIFICACION: de la audiencia publica para las necesidades de transito que no se han cumplido tomara lugar el lunes, 27 de enero de 2025 a las 8:30 AM, en el cuarto de reuniones de la mesa de supervisores, 727 Oak Street, Red Bluff, California.

La Comision de Transportacion del Condado de Tehama esta solicitando comentarios sobre las necesidades de transito sin cumplirse (las necesidades de transportacion; que actualmente no han sido cumplidas) que puedan existir dentro del condado de Tehama. Puede encontrar una encuesta sobre Necesidades de Transito Sin Cumplirse en el sitio de internet www.taketra.com o llamando al (530) 602-8282.

Si no puede asistir a la audiencia el 27 de enero de 2025 por favor envíe sus comentarios por escrito al correo electronico a afox@tehamartpa.org o por correo a TCTAB Staff al domicilio 1509 Schwab Street, Red Bluff CA, 96080.

Para un viaje gratuito a la audiencia por favor llame al (530) 385-2877.

La informacion de transito actual y los horarios se pueden encontrar en el sitio de internet www.taketra.com.

Por: Ashley Fox, Planificador de Transporte

AUDIENCIA SOBRE NECESIDADES DE TRÁNSITO SIN CUMPLIRSE ENERO 27, 2025

Tehama County Board of Supervisors Chambers
727 Oak Street, Red Bluff
enero 27, 2025 a las 8:45 AM

¿El servicio de tránsito del Condado de Tehama cumple con sus necesidades?

Si usted transita a diario, ocasionalmente o no ha tomado el tránsito, la Comisión de Transportación del Condado de Tehama lo invita a compartir sus comentarios sobre las necesidades que no han sido cumplidas y que pueden existir en el condado de Tehama. Sus preocupaciones y opiniones sobre el servicio de tránsito regional son importantes para que nuestro personal comprenda qué necesidades existen y como mejorarlas.

Para pedir un viaje gratuito a la audiencia, por favor llame al (530) 385-2877.

Comparta sus necesidades relacionadas con el tránsito completando una breve encuesta al www.taketraX.com o asistiendo a la Audiencia Pública sobre las necesidades de tránsito sin cumplirse.

Por favor someta sus comentarios al personal en una de las siguientes maneras:



QR Código



Comentarios por correo electrónico:

afox@tehamartpa.org



Encuesta por internet

www.taketraX.com



Teléfono

530-602-8282



Correo

1509 Schwab Street
Red Bluff CA, 96080

UNMET TRANSIT NEEDS PUBLIC HEARING JANUARY 27, 2025

Tehama County Board of Supervisors Chambers
727 Oak Street, Red Bluff
Monday, January 27, 2025 at 8:45 AM

WE WANT YOUR FEEDBACK ON TRANSIT IN TEHAMA COUNTY

TCTAB invites you to share your comments on transit needs within the region. If you ride transit daily, occasionally, or haven't tried transit yet, Tehama County Transit Agency Board (TCTAB) wants to hear from you. As part of its annual Unmet Transit Needs outreach, TCTAB will hold a public hearing and conduct surveys through January 27, 2025. Share your ideas to improve local transit!

To request FREE transportation to the hearing, please call (530) 385-2877.

Share your transit related needs by completing a short survey at www.takeitrax.com or by attending the Unmet Needs Public Hearing.

Please provide comments:

QR Code



Email

afox@tehamartpa.org



Online Survey

www.takeitrax.com



Phone

(530) 602-8282



Mail

1509 Schwab Street
Red Bluff CA, 96080



POR FAVOR RESPONDA NUESTRA ENCUESTA



AUDIENCIA SOBRE NECESIDADES DE TRÀNSITO SIN CUMPLIRSE

**TEHAMA COUNTY BOARD OF SUPERVISORS CHAMBERS
727 OAK STREET, RED BLUFF
ENERO 27, 2025 A LAS 8:45 AM**

PLEASE TAKE OUR SURVEY

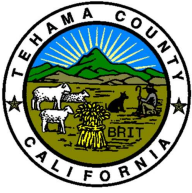


2025 UNMET TRANSIT NEEDS PUBLIC HEARING

**TEHAMA COUNTY BOARD OF SUPERVISORS CHAMBERS
727 OAK STREET, RED BLUFF
JANUARY 27, 2025 @ 8:45 AM**

If comment does not meet the definition of unmet transit need, no further review is needed.
 If comment is an unmet need, ask if it is a reasonable need to meet.
 Or refer comment to staff for cost analysis.

Public Comment for Review	Does it meet definition of Unmet Transit Need (Yes, No)	Is need reasonable to meet? Yes, No, Refer to staff for cost analysis	Recommended Action From Executive Director



Tehama County

Agenda Request Form

File #: 25-0107

Agenda Date: 1/27/2025

Agenda #: 13.

Amendment No. 3 to Paratransit Agreement - Deputy Director Riske-Gomez

Requested Action(s)

Request approval and authorization for the Executive Director to sign Amendment No. 3 to the agreement between Tehama County and Paratransit Services for managing TRAX, ParaTRAX, and METS thereby increasing the maximum compensation payable not to exceed \$2,025,830.60.

Financial Impact:

Additional \$308,571.00 for FY2024/25 in Local Transportation Funds.

Background Information:

Throughout FY 2023/24, Tehama County Transit Agency Board staff engaged in extensive discussions with Paratransit Services regarding rising operational costs associated with managing TRAX, ParaTRAX, and METS. The primary driver of these increased costs was attributed to substantial increases in insurance premiums, which impacted the financial sustainability of continuing services at the current compensation rate.

Staff worked closely with Paratransit Services to evaluate these financial pressures and explored various funding scenarios to maintain the quality and accessibility of transit services for the community. After thorough review and negotiations, it was determined in December of 2024 that an additional \$308,571.00 in Local Transportation Funds would be required to address these increased costs adequately.

Amendment No. 3 to the agreement between Tehama County and Paratransit Services increases the maximum compensation payable to Paratransit Services for FY 2024/25 to an amount not to exceed \$2,025,830.60. This amendment ensures continued management and operations of TRAX, ParaTRAX, and METS without service disruptions, while addressing the financial challenges posed by rising insurance costs.

**Agreement between the County of Tehama and Paratransit Services for the
Management and Operation of Tehama Rural Area Express (TRAX), PARATRAX,
and
Medical Transportation Service (METS)**

This Agreement is made and entered into on this 26th day of November, 2019 by and between Paratransit Services, hereinafter referred to as, "Contractor" and the County of Tehama, a political subdivision of the State of California, hereinafter referred to as County.

1. Contract Documents

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. The Agreement consists of this document (the "main body of the Agreement") and the following additional documents, copies of which are attached hereto and incorporated herein by this reference:

- 1.01 County's Request for Proposals (the "RFP"), dated June 1, 2019, including all Exhibits and Addenda thereto, attached hereto as Exhibit "A."
- 1.02 Contractor's Proposal (the Proposal), dated August 23, 2019, attached hereto as Exhibit "B."
- 1.03 The rate schedule for Contractor's services rendered hereunder, attached hereto as Exhibit "C."

In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence. In the event of a conflict between the provisions of any attached Exhibits, the following order of precedence shall apply: Exhibit "C", Exhibit "A", Exhibit "B".

2. Recitals

- 2.01 County desires to enter into an agreement with a Contractor to provide turn-key professional services for the management and operation of County's regional transit system consisting of Tehama Rural Area (TRAX), ParaTRAX, and METS (Medical Transportation Service). Contractor
- 2.02 On June 1, 2019, County issued its "Request for Proposals" to provide such services.
- 2.03 Contractor submitted a Proposal, dated August 28, 2019, responsive to said RFP, to provide such services in the method and manner and at the costs set forth in the Proposal.
- 2.04 Contractor represents hereby that it is in the business of, and fully qualified in the field of public transit, and is fully willing and able to satisfy the requirements of the County by

performing this Contract at the costs specified herein, and with the level of service and operating quality specified herein. County has awarded this Contract in reliance on such representations, and on Contractor's particular skills, experience, and abilities as represented by Contractor in their Proposal.

- 2.05 Contractor is committed to partnering with County for the development and expansion of the Regional Transit System in accordance with the following goals:

Safety, Customer Service, Increasing Ridership, Relocation of Transit Facility, Reduction of Operations Costs, Connecting with Shasta and Butte County Transit Systems, Pursue 5311 (f) FTA funding for service route outside Tehama County and Succession Planning.

- 2.06 County's Department of Public Works shall administer this agreement as set forth herein;

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

3. Scope of Work

3.01 Management and Operations of Regional Transit System

Contractor shall provide all services necessary to manage, operate, and maintain County's Regional Transit System, consisting of TRAX, ParaTRAX, and METS, including but not limited to the services set forth herein and in the Exhibits attached hereto. Contractor shall further provide an ADA Certification Program and Mobility Training, and shall provide cleaning of the Red Bluff Bus and Ride facilities and of all benches and shelters within the Transit Service area to the County's satisfaction, as more fully set forth in the Exhibits attached hereto. In addition, Contractor shall provide technical transit planning as requested to achieve the above – mentioned goals at an hourly rate..

During the term of this Agreement, Contractor shall provide sufficient staffing, including executive and administrative personnel specializing in transportation services, as necessary to perform its duties and obligations under the terms hereof. Staffing levels shall, at a minimum, not fall below the position levels defined in the Proposal. These minimum staffing levels shall be maintained at all times with the exception of normal employee vacations and other routine excused absences. Reasonable time caused by normal employee turnover shall be allowed, including in the case of discharge or lack of notice by employee. If any position is vacant for more than ten (10) working days, there shall be a corresponding deduction from the compensation otherwise payable to Contractor, in accordance with Exhibit "C", based on the average salary and benefit rates for that particular position, unless the vacancy is filled by a temporary employee. However, in the event a position remains unfilled after thirty (30) calendar days for any reason, Contractor shall ensure timely replacement and provide reasonable assurances to County of its efforts to fill the position.

3.02 Changes to Agreement

Changes to this Agreement shall be effective only upon written agreement between the parties. Each change to this Agreement shall be sequentially numbered as a change order hereto and signed by authorized representative(s) of the County and Contractor. Change orders shall only amend the specific portions of this Agreement as written in the change

order and shall not change any other portion of this Agreement. Changes to the agreement are further defined in section 4.01 regarding an increase in compensation to the Contractor.

3.03 Minor Change Directive

Notwithstanding the above, County, without invalidating the Agreement, may from time to time order minor changes in the scope of work and/or extent of public transit operations involving routes, transit planning to achieve goals, service area boundaries, schedules, operating hours, bus stop locations and cleaning of transit facilities and the like to respond to public needs, without requiring an amendment pursuant to this ARTICLE, provided that changes do not result in a change in the number of annual Vehicle Revenue Hours of more than twenty (20) percent or require an increase in compensation to the CONTRACT as defined in section 4.01. Such changes shall be made by written sequentially numbered Minor Change Directive issued by the County.

4. Compensation and Fares

4.01 Compensation

For services satisfactorily provided as set forth herein, County shall compensate Contractor in accordance with the rates specified and attached hereto. These rates are inclusive of all costs, expenses, fees, or charges associated with Contractor's performance of services hereunder, except for fuel costs, which will be reimbursed by County at Contractor's actual cost as set forth in the RFP.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. The maximum compensation payable under this Agreement (excluding reimbursed fuel costs, reimbursed mobility training hours, reimbursed actual cost for engine, transmission, or differential replacement or major overhaul) shall not exceed the "Maximum Annual Cost" amounts set forth in the finalized Agreement, subject to Section 3.03.

4.02 Vehicle Revenue Hours

As used herein, the term "Vehicle Revenue Hour" is not calculated as "Gate to Gate". Revenue hours for fixed route are calculated from first timed stop to last timed stop. Vehicle Revenue hours for demand response are calculated on the service hours available to the public.

4.03 Invoicing

Contractor shall invoice County on a monthly basis for the services herein. Contractor shall submit separate invoices for TRAX, ParaTRAX, and METS to County by the 10th day of the month for the previous month's service. Invoices shall include the cost of fuel for each service as a separate line item.

4.04 Disputes

In the event County disputes any portion of Contractor's invoice, County must make reasonable efforts to notify Contractor as promptly as feasible. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Contractor's invoice.

4.05 Payment

County shall pay all undisputed amounts within 30 days of the receipt of Contractor's invoice.

4.06 Fares

Contractor shall collect fares and other revenue from passengers as directed by County. County has the sole right to establish fares and to modify said rates at the time during this Agreement. Fares collected by Contractor are the property of County. Contractor shall deposit fares in its bank account and maintain records of the fares received. At the end of each month, Contractor shall apply the fares collected as a credit against the Contractor's charges to County on the Contractor's invoice. Contractor shall establish a fare collection/accounting procedure including control and security measures subject to approval by County. Contractor shall provide recommendations regarding transit fares and ensure that passengers comply with established fares.

5. Contract Term

The initial Agreement term shall be for five years (5) with the option of two (2) 2-year extensions for a total of nine years. The initial term of this Agreement shall commence on November 1, 2019 and shall continue until June 30, 2024, unless extended as provided for in below paragraph, or terminated as provided for in Section 12 of this Agreement.

5.01 Option to Extend Agreement

The County and Contractor may extend this Agreement for up to two (2) year additional years for a total of four (4) years as a unilateral right of the County. Option years are defined as fiscal years: 24/25, 25/26, 26/27, and 27/28

5.02 Agreement Remains in Effective

The term of this Agreement shall remain in effect until a new contract is awarded by the County or this Agreement is terminated as provided for in Section 12 of this Agreement.

6. Additional Responsibilities of Contractor

6.01 Time of Performance

The Contractor shall commence providing transportation services on November 1, 2019.

6.02 Operating Policies

All services to be rendered by Contractor under this Agreement shall be governed by the operating policies established by the County, unless otherwise specified in this Agreement.

6.03 Contractor Personnel

Management of Contractor's employees shall rest exclusively with Contractor. It is expressly understood that such persons shall be employees of Contractor and shall be subject to Contractor's rules, policies, and procedures. Such persons shall not be deemed to be employees of County for any purpose. Contractor shall be solely responsible for payment of all wages and benefits to such persons, for all withholding and deductions from such persons' compensation, and for the provision of workers compensation insurance for such persons. Without limiting the generality of Section 6.21, Contractor shall hold harmless, defend, and indemnify County from any liability, damage, claims, costs, or

expense of any nature arising from any actual or alleged violation of any employment-related right or obligation relating to any such employee. Contractor shall, at its own expense, defend any suit, action, or proceeding founded upon a claim of the foregoing.

County shall not attempt to directly or indirectly manage, discipline or direct employees of Contractor, and Contractor shall be solely responsible for the satisfactory work performance of its employees.

Drivers shall be in uniform at all times while in service or otherwise on duty. Driver uniforms shall be provided by Contractor to its employees. Uniforms must be approved by County staff. At a minimum, uniforms shall include shirts, pants and/or shorts, jacket, name badge and hat..

Drivers shall be required to maintain a neat and clean appearance at all times while on duty Contractor and shall at all time maintain a courteous, cooperative attitude in their contact with the public.

Personnel in regular contact with minor children shall be required to take and pass all legally required criminal background checks at Contractor's expense. Contractor shall make every effort to hire personnel of good moral character that desire to provide the best public transit service possible.

Each driver shall wear a name tag, or the driver's name shall be clearly displayed inside the vehicle while performing his or her duties.

Contractor's Personnel shall be required to report all passenger complaints and/or any operational problems to Contractor with sufficient detail to allow Contractor to meaningfully evaluate and respond to complaints. These complaints shall be provided to County upon request.

Upon notice from County concerning the conduct, demeanor or appearance of any employee of Contractor, Contractor shall forthwith take steps necessary to address the objection. Additionally, in the event of substandard performance by an employee of Contractor, County may demand the removal of that employee. Such demand shall be in writing and Contractor shall comply with County's demand within two weeks of receipt of County's written notice, provided that if the substandard performance affects safety, customer service, and/or involves the misuse of County vehicles/equipment, Contractor shall comply with County's demand immediately.

Contractor shall provide executive management support to on-site personnel as need to deliver transit services. In addition, executive management shall provide assessments and recommendation to improve service and operations.

6.04 Medical Assistance to Passengers

Contractor's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help.

6.05 Proprietary Rights

All inventions, improvements, discoveries, proprietary rights, patents and copyrights made by Contractor under this Agreement shall be made available to County with no royalties, charges or other costs, but shall be owned by the Contractor. Reports are excluded from this provision, and shall be owned by County. All manuals prepared by Contractor under this Agreement shall be made available to County at no charge and become property of County. Contractor may make presentations and releases relating to the project, subject to the prior approval of County.

6.06 Emergency Procedure

In the event of an incident Contractor shall make available all of its transportation equipment and communication resources to the County. Contractor shall follow direct instruction of County when making resources available. If normal lines of communication are Contractor disrupted Contractor shall make best use of transportation resources under the direction of the organization which has assumed responsibility of the incident, the incident management team at the behest of the Tehama County Board of Supervisors. Emergency transportation may include evacuation, transportation of injured and relocating individuals to shelters and staging locations.

Contractor Immediately following the release of assets from the incident, Contractor shall reinstate normal transportation services. Payment will be based on a written report from the Incident Management Team showing services and cost breakdown related to emergency transportation services. Invoicing for service hours during an incident shall be supplied to the County separately from monthly program invoicing.

6.07 Records, Audits and Reports

Contractor shall maintain all books, documents, papers, accounting and performance records and other evidence pertaining to their performances under this Agreement. The Contractor shall make such materials available at their offices at all reasonable times during the performance period and for four (4) years from the date of final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

The County, State and any duly authorized representative of the County, State or Federal Government shall have access to any books, records, accounts, other sources of information and facilities of the Contractor that are pertinent to this Agreement for audits, examinations, excerpts and transactions, and copies thereof shall be furnished by the Contractor if requested.

The Contractor's performance reporting and accounting systems, and billing procedures, are subject to inspection and audit by the County, State or Federal Government, or any duly authorized representative of the County, State or Federal Government, prior to contract award, and performance and accounting records pertaining to work performed and costs billed to County are subject to audit for a period of four (4) years after date of final payment under this Agreement. If Contractor fails to retain records that are sufficient to permit audit verification of the validity of costs charged to County, the Contractor will be liable for reimbursement to County of all unsubstantiated billings.

Contractor shall furnish County with any additional reports or data that may be required by the State or Federal Government. Such reports and/or data will be submitted on forms provided by County.

All reports required by the Federal Transit Administration and the California Department of Transportation for funding purposes, and reports submitted to the Tehama County Transportation Commission, the Transit Agency Board, and the Board of Supervisors, shall be prepared and submitted by County using Contractor-compiled data.

6.08 Services for Others

Contractor may provide services to others outside the scope of this contract. The sharing of staff and facilities related to such outside services will be noted as cost reductions during invoicing in performance of duties required under the terms of this contract. These cost reductions shall be reported on Contractor's payment requests, and shall result in corresponding decreases in the rates agreed upon on finalization of this Agreement.

6.09 Performance Bond

Contractor shall perform no services pursuant to this Agreement, nor be entitled to compensation, unless and until Contractor submits a performance bond payable to the *County of Tehama*. Such bond executed by Contractor and surety company licensed to do business as such in the State of California, in the amount of *One Hundred Twenty Thousand Dollars* (\$120,000), shall, at all times, be kept in full force and effect. The condition of such bond shall be that the Contractor fully and faithfully performs all conditions and covenants of this Agreement or the face amount of such bond shall be forfeited to County. Provision of such bond or its equivalent, approved by County, is a material covenant of the Agreement. All such bonds shall be in a form approved by the County Counsel.

6.10 Permits to Operate

At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certificates or entitlement to operate as are now or hereafter required by any Federal, State and local laws and ordinances to enable Contractor to perform this Agreement, and shall provide copies of all such entitlement to County when received by Contractor. Contractor shall insure the drivers of Tehama County Transit vehicles have all required permits and licenses during the term of this Agreement.

6.11 Federal, State and Local Laws

Contractor warrants and covenants that Contractor and all employees of Contractor shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any governmental authority with jurisdiction in all aspects of its performance of this Agreement. At its sole cost and expense, Contractor shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by any federal, state and/or local agency to enable Contractor to perform this Agreement and shall provide copies of all such documents or entitlements to County when received by Contractor.

Without limiting the generality of the foregoing:

A. Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Action Plan issued by the California Public Utilities Commission in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq. and 42 CFR Part 18.

B. Clean Water Requirements

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Department of Transportation, FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C. Federal Changes

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

D. Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Department of Transportation, FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

E. Recycled Products

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

F. Program Fraud and False or Fraudulent Statements and Related Acts

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Amendment, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be

applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

G. Privacy Act

The Contractor agrees to comply with all applicable standards, orders or regulations of the Federal Privacy Act, as amended, pursuant to 5 U.S.C. 552.

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

H. Transit Employee Protective Agreements

The Contractor agrees to comply all applicable standards, orders or regulations of the Transit Employee Protective Provisions, as amended, pursuant to 49 U.S.C. § 5311.

(1) The Contractor agrees to comply with the terms and conditions of the Special Section 13(c) Warranty for the Small Urban and Rural Program, as executed by the U.S. Secretaries of Transportation and Labor on May 31, 1979, and the procedures implemented by U.S. Department of Labor (DOL) or any revision thereto.

(2) The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

I. Disadvantaged Business Enterprise (DBE)

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

DBE Participation Goal

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is 1%.

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

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

good faith efforts (GFE) and ADM-0227F form. The Awarding Agency must document concurrence with the offeror's GFE and provide a copy of the GFE to Caltrans DRMT Compliance Liaison for additional concurrence prior to contract award.

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

Continued Compliance

The Awarding Agency shall monitor the CONTRACTOR'S DBE compliance during the life of this contract and submit to the STATE a completed ADM-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 Awarding Agency. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

J. Incorporation of Federal Transit Administration Terms

All contractual provisions required by the United States Department of Transportation, Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA

mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests if doing so would cause County to violate the FTA terms and conditions.

K. Charter Service Operations

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

L. School Bus Operations.

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

M. Safe Operation of Motor Vehicles.

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

N. Distracted Driving.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

O. No Relationship between the County of Tehama and Sub- Contractors.

Nothing contained in this Contract or otherwise, shall create any contractual relationship, obligation or liability between the County and any third-party contractors, and no third-party contract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its third-party contractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

P. Third-Party Contracts and Subagreements Affected

To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subcontracts at every tier. Accordingly, the Contractor agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subcontract financed in whole or in part with financial assistance provided by the FTA.

Q. No Federal Government Obligations to Third Parties.

The Contractor agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of services hereunder. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the Contractor or third-party contractor.

R. Obligations on Behalf of the County of Tehama.

The Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of the County.

S. County Approval of All Third-Party Contracts.

The County shall approve in writing all proposed third-party contracts, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. The Contractor agrees that it will not enter into any third-party contracts unless the same are approved in writing by the County. Any proposed amendments to such third-party contracts must be approved by the County prior to implementation.

6.12 Civil Rights Requirements

A. Non-Discrimination

In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal Transit Administration may issue.

Contractor shall notify County of any discrimination complaints.

Contractor shall, at its sole costs and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct Contractor's discrimination in employment and/or ridership and shall fully save harmless and indemnify County in this regard.

B. Equal Employment Opportunity (EEO)

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 D.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by

Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements the Federal Transit Administration may issue.

Contractor shall prepare and submit annually an Affirmative Action Program to the County.

C. Age

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Federal Transit Administration may issue.

D. Disabilities

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of U.S. Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the Federal Transit Administration may issue.

6.13 Debarment and Suspension Certification

Contractor agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note; and U.S. DEPARTMENT OF TRANSPORTATION regulations on Debarment and Suspension and 49 CFR Part 29.

Contractor agrees to refrain from entering into any sub-agreement to this Agreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The List also includes the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.

Contractor shall provide the County debarment and suspension certification containing information about the debarment and suspension status and other specific information of Contractor and its "principals", as defined in 49 CFR 29. Before entering into any subcontracts with any subcontractor, Contractor agrees to obtain a debarment and

suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information of that subcontractor and its "principals," as defined at 49 CFR Part 29.

Contractor agrees to refrain from awarding any third party sub-contract of any amount (at any tier) to a debarred or suspended sub-Contractor, and to obtain similar certification from any third party sub-Contractor (at any tier) seeking a contract exceeding \$25,000.

6.14 Conflict of Interests

- A. In accordance with 41 U.S.C. § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.
- B. The Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Contract shall have any personal financial interest or benefit which either directly or indirectly arises from this Contract.
- C. The Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The Contractor will not be awarded a contract if the financial interests are held by a current officer or employee of the County. Additionally, a contract will not be awarded to an officer or employee of the County to provide goods and service. Likewise, the Contractor officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality;
 - 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- E. Former County and/or California Department of Transportation employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to this contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from state service.
- F. Neither the Contractor nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Contractor or its subcontractor, during the project term and for one year

thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the project term any such interest, and if such interest is immediately disclosed to the Contractor and such disclosure is entered upon the Minutes of the Contractor's written report to the County of such interest, the County, may waive the conflict of interest; provided that the affected officer or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract, or arrangement.

- G. The provisions of this subsection shall not be applicable to any contract between the Contractor and its fiscal depositories or to any contract for utility services, the rates for which are fixed or controlled by a governmental agency.

6.15 Restrictions on Lobbying

A. The Contractor agrees that it will not use Federal assistance funds to support lobbying. The Contractor agrees to comply with all applicable standards, orders, 31 U.S.C. 1352, 49 CFR Part 19 and 49 CFR Part 20. In accordance with the foregoing, the County will not make any payment to Contractor hereunder until the County has received the Contractor's certification (in the form set forth in Exhibit "A") that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding for this Agreement is originally derived, consistent with 31 U.S.C. Section 1352.

B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form instructions.

C. The Contractor shall require that the language of above two clauses be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000

This Contract is a material representation of facts upon which reliance was placed when this Contract was made or entered into. These provisions are a prerequisite for making or entering into a Contract imposed by Section 1352, Title 31, U. S. Code. Any person who fails to comply with these provisions shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.16 Drug-Free Workplace

The Contractor certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government Code Section 8355, et seq. To the extent the Contractor, any third party Contractor at any tier, any sub-recipient at any tier, or their employees, perform a safety sensitive function under the Project, the Contractor agrees to comply with,

and assure the compliance of each affected party Contractor at any tier, each affected sub-recipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," and "Prevention of Alcohol Misuse in Transit Operations," 49 CFR Part 655.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before February 28th each year and to submit the Management Information System (MIS) reports by February 28th each year to the County of Tehama Transit Manager in the office of the Department of Public Works, Transportation Division, and FTA. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Contractor shall be responsible for the expense of drug-testing and certifying their own staff, including any Contractor employees performing services hereunder.

6.17 Ownership of Equipment and Supplies

Equipment and supplies paid for by County by invoice separate from Contractor's normal hourly compensation in connection with the performance of this Agreement shall become the property of County upon payment of invoice for that equipment and supplies.

6.18 Indemnification and Hold Harmless

The parties agree that County, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the County with the fullest protection possible under the law. Contractor acknowledges that County would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect County as set forth herein.

Contractor shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses of any kind, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole active negligence or willful misconduct of County, its officers and employees, or as expressly provided by statute. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it

is ultimately determined that there is not a duty to indemnify. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Contractor shall also defend, indemnify, and hold the County harmless from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

County shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due County from Contractor as a result of Contractor's failure to pay County promptly any indemnification arising under this Section or related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement (other than Contractor's employees).

County does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by County, or the deposit with County, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to a claim, demand, damage, liability, loss, cost or expense.

6.19 Insurance

A. Coverages. Without limiting Contractor's indemnification of County, Contractor shall provide and maintain continuously, and shall require all of its subcontractors, independent contractors, and other agents to provide and maintain continuously, at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

General Liability Insurance. Commercial general liability insurance covering bodily injury, personal injury and property damage using an occurrence policy form, in an amount no less than Ten Million Dollars (\$10,000,000) per occurrence. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability. Automobile liability insurance in a minimum amount of Ten Million Dollars (\$10,000,000) per occurrence to protect Contractor and County from uninsured motorist, bodily injury, including death resulting therefrom, and property damage liability resulting from operation of the vehicles described herein.

Automobile Collision and Comprehensive Insurance. Contractor shall provide comprehensive and collision coverage for actual cash value of County vehicles. Such insurance shall name Tehama County as loss payee. Contractor shall maintain comprehensive and collision insurance to assure the replacement or repair of all equipment furnished by County in the event of accident, vandalism, fire or other source of damage. The amount of insurance will be for fair market value for the replacement of the equipment. Contractor shall be responsible for any deductible.

Worker's Compensation. Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California, of not less than One Million Dollars (\$1,000,000) per occurrence. Contractor shall provide the County with a copy of the certificate of insurance or other evidence that it has acquired workers compensation insurance.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis.

B. Endorsements; Additional Insured's.

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation. Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers. Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach. If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage. Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

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

6.20 Fidelity Bond

During the period of time this Agreement shall be in effect, Contractor shall cause its officers, agents and employees to be covered under an appropriate bond protecting County from employee theft up to the amount of *Fifty Thousand Dollars* (\$50,000) with respect to any one occurrence by Contractor employees.

Contractor may provide a policy of Employee Dishonesty Insurance in the same amount as the Employee Fidelity Bond protecting County and Contractor against theft by Contractor's employees.

6.21 Notification of Actions

Contractor hereby covenants and agrees to notify County of any and all actions filed against Contractor, for any agent, servant or employee of Contractor, for any cause whatsoever arising out of the operations to be conducted by Contractor pursuant to this Agreement; said notification should occur within 24 hours time after notification to Contractor, but in no event shall exceed 72 hours.

6.22 Insurance Claims

Contractor shall pursue insurance claims at its own expense for County-provided vehicles or equipment damaged or destroyed while in Contractor's possession. In its own behalf, Contractor may pursue any insurance claims which may exist by virtue of the damage or destruction for the full value of the loss, if no claim will be made against the County of Tehama.

6.23 Maintenance and Repair of Vehicles

Contractor shall maintain, repair and return such vehicles and equipment to the County in the same condition as when provided by the County, excepting only reasonable wear and tear not attributable to Contractor's failure to perform its maintenance and repair requirements pursuant to this Agreement. Contractor shall provide enough substitute

vehicles to meet all peak and off-peak hour requirements of this Agreement pending repair or replacement of any County provided vehicle or equipment damaged or destroyed while in Contractor's possession. If such vehicles or equipment are damaged or destroyed while in Contractor's possession, Contractor shall immediately obtain estimates and repair or replace vehicles. Repairs, including body, glass and all bus appurtenances, shall be made within thirty (30) days or less of the incident. All other repairs and replacement of vehicles shall occur within sixty (60) days of the incident. To the best extent practicable, use of damaged vehicles or equipment in service until they have been repaired or replaced shall be avoided. In no case shall the Contractor operate vehicles damaged in such a way that they are unsafe.

Without limiting the generality of the foregoing:

A. Contractor shall be responsible for maintaining warranties on any and all vehicles provided to the Contractor by the County.

B. Contractor shall return all County owned or provided equipment including vehicles to County at the termination of Agreement or upon earlier termination in the same condition as accepted less any ordinary wear and tear. Ordinary wear and tear shall be interpreted according to the equipment's/vehicles use. In any event, Contractor shall be liable for the cost of repairing or replacing any physical or mechanical damage not caused by County, excepting those repairs which are the responsibility of the vehicle manufacturer, or any firm providing the rehabilitation or modification of the vehicles or repairs covered by the vehicle warranty.

C. Contractor shall be responsible for returning any County supplied vehicles with the same or replacement items, equipment and supplies (all less ordinary wear and tear) as originally delivered.

D. Contractor shall not have the right to install equipment, or make any minor or major alterations to any County-owned equipment or vehicles without prior written consent of the County (hereinafter approvals by County shall mean advance written approval by the County).

E. Contractor shall not operate County-provided vehicles beyond the limits established in the applicable policies of insurance as hereinafter set forth. Contractor may only use County-provided vehicles for the transportation of passengers as provided in this Agreement or other transit-type services pre-approved in writing by County. Contractor agrees to use equipment including vehicles in a careful and proper manner and to comply with all Federal, State, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the equipment, including vehicles subject to Agreement. County shall warrant that vehicles provided by the County meet all Federal, State, local, or other governmental laws, regulations, requirements and rules when vehicles are initially delivered to Contractor, including air quality regulations. Contractor shall not use equipment in any unlawful trade, or for any unlawful purpose whatsoever, or in violation of this Agreement.

F. Contractor nor any of his/her agents shall suffer, create or permit to be imposed upon the vehicles any lien or encumbrance whatsoever. Contractor shall return equipment to County free of any liens, claims or encumbrances, other than those approved in writing by

the County. Contractor agrees to notify any third party furnishing services, supplies, or other necessities to Contractor that neither Contractor nor any of his/her agents have the right to incur, create or permit to be imposed on the vehicles any lien whatsoever.

6.24 No Conflicting Uses

Contractor shall not operate, lease or charter the County-provided vehicles and equipment used for the Agreement for any purpose other than performance under the Agreement, unless specifically authorized by the County.

6.25 Transfer of Contract

This Agreement is made in reliance by County upon the qualifications and responsibility of Contractor, the performance by Contractor of this Agreement may not be assigned, or in any way subcontracted on a continuing basis, except upon the prior written approval of the County.

6.26 Transition to Future Transit Contractor

For up to sixty (60) calendar days prior to the termination or expiration of, and for up to fifteen (15) days following the termination or expiration of this Agreement, Contractor shall provide to either the County or any future Contractor selected by the County, Contractor's full cooperation in the transition to the successor Contractor. This shall include, as a minimum, consultation regarding labor and management issues, providing access to non-confidential information and providing access to County-provided vehicles and equipment as may be necessary to the successor Contractor's start-up preparations. Contractor shall provide its best professional effort to assure a smooth transition from Contractor's service to the successor Contractor's services and shall cooperate fully with the County and with the successor operator to this end.

7. Notice of Deficiencies

The County Director of Public Works or the County authorized representative may issue a Notice of Deficiencies to Contractor, specifying areas of unsatisfactory performance and specifying the improvements necessary to correct the deficiency. Such notice shall specify the provision(s) of the Agreement that address the issue(s). Contractor shall correct the deficiency within the limits specified by the County. If the Contractor fails to correct deficiencies in a reasonable time, as determined by the County, the County may deduct the amounts otherwise payable to Contractor for the service(s) affected by the deficiencies, from the compensation paid to Contractor. If the Contractor continues to not fully and faithfully perform all conditions and covenants of this Agreement the County may exercise its rights to demand forfeiture of Contractor's performance bond, as provided for in Section 6.09 of this Agreement.

8. Material Breach

In addition to any other remedies otherwise available to the County, the County reserves the right to terminate this Agreement in accordance with Section 12.01(D) in the event of material breach by the Contractor. A "material breach" for this purpose shall include, but not be limited to, the following items:

- A. Persistent failure by Contractor to operate service on time or to complete trips per the published bus schedule requirements of these Contract documents, as determined by County.
- B. Persistent failure by the Contractor to maintain a sufficient number of operable, clean and road-worthy buses to operate full service on all routes then in effect, as determined by County. "Road-worthy" for this purpose means buses which conform to all safety requirements of the California Highway Patrol and other applicable regulatory agencies, and which are fully operable.
- C. Failure by the Contractor to operate a safe service (e.g., less than one preventable vehicle accident per 100,000 vehicle service miles in two consecutive quarters).
- D. Failure by the Contractor to provide a preventive maintenance and repair program which in all respects conforms to the requirements of this Agreement, the California Highway Patrol and other applicable regulatory agencies.
- E. Invalidation or lessening of warranty coverage on County provided buses or equipment due to Contractor's negligence in complying with warranty requirements.
- F. Failure by the Contractor to provide qualified personnel, training, facilities, tools, supplies or equipment required by this Agreement.
- G. Persistent failure by the Contractor to provide service to the public in a courteous manner, as determined by County.
- H. Failure by the Contractor to make the corrections specified by the County in Notices of Deficiencies by the time specified.
- I. Failure by the Contractor to submit required reports on time or in a truthful, accurate format.
- J. Failure by the Contractor to expeditiously repair or replace County provided vehicles or equipment damaged or destroyed while in Contractor's possession.
- K. Contractor's use of County provided vehicles or equipment for purposes other than those authorized by the County.
- L. Failure by the Contractor to maintain required insurance.

9. County's Additional Remedies on Breach

It is understood and agreed that in the event of failure by Contractor to perform services required by this Agreement, in addition to all other remedies, penalties and damages provided by law, the

County may provide such services, and deduct the cost of doing so from the amounts due or to become due to the Contractor. The costs to be deducted shall be the actual costs to the County to provide such services, or the price per vehicle service hour as set forth in Exhibit "C", whichever is greater. The County may also, at its discretion, exercise the provisions for liquidated damages as specified in Section 14.

10. Disputes

The County and Contractor shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to County's Director of Public Works a written demand for a decision regarding the disposition of any dispute arising under this Contract. The Director of Public Works shall make a written decision regarding the dispute and will provide it to the Contractor. The Contractor shall have an opportunity to challenge the Director of Public Works' determination but must make that challenge in writing within ten (10) working days to the Tehama County Board of Supervisors. If the Contractor's challenge is not made within the ten (10) day period, Contractor shall have exhausted its administrative remedies and the Director of Public Works' decision shall become the final decision of the County. The County and the Contractor shall submit written, factual information and supporting data in support of their respective positions. The decision of the Board of Supervisors shall be final, conclusive and binding regarding the dispute, unless determined by a court of competent jurisdiction to have been fraudulent, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement and in accordance with the decision of the Director.

11. Suspension

In the event County is delinquent in paying Contractor by more than thirty (30) calendar days and has received a statement by certified mail of the delinquency from Contractor, the Contractor may serve, by certified mail, a notice of its intent to suspend operations at least seven (7) calendar days subsequent to the receipt of notice by County. If County does not correct the delinquency, then Contractor may suspend operations without further notice or penalty on the date indicated by the notice.

12. Termination

12.01 This Agreement may be terminated under the following conditions:

- A. By Mutual Agreement: This Agreement may also be terminated at any time upon mutual agreements of both parties. The PROJECT may also be terminated if the Awarding Agency and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
- B. Termination for Convenience (General Provision): When it is in the Awarding Agency's best interest, the Awarding Agency reserves the right to terminate this Contract, in whole or in part, at any time by providing a TEN (10) DAY WRITTEN NOTICE to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR

shall promptly submit its termination claim to the Awarding Agency. If the CONTRACTOR has any property in its possession belonging to the Awarding Agency, the CONTRACTOR will account for the same, and dispose of it in the manner the Awarding Agency directs.

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

- C. Termination for Default (General Provision): If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Awarding Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

D. . Should this Agreement be terminated by either party, Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. County's liability shall not extend beyond the termination date. Thereafter, Contractor shall have no further claim against County for work under this Agreement.

- 12.02 County may terminate the Agreement without cause upon ninety (90) calendar days written notice to Contractor, in which case Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. County's liability shall not extend beyond the termination date. Thereafter, Contractor shall have no further claim against County for work under this Agreement.

13. County-Provided Vehicles and Equipment

- 13.01 The County agrees to provide the vehicles and equipment listed in RFP, to the Contractor for the performance of this Agreement.

VEHICLE LICENSES, FEES AND TAXES. County shall be responsible for all vehicle licensing, motor vehicle fees and taxes, if any, on the vehicles County provided under this Agreement. Contractor shall be responsible for all vehicle licensing, motor vehicle fees and taxes on vehicles provided by Contractor under this Agreement.

- 13.02 Additions and Deletions from County-Provided Vehicles and Equipment
Any vehicles and/or equipment added or deleted from the list of County-provided vehicles and equipment set forth in RFP by mutual agreement between Contractor and County's Director of Public Works.

14. Liquidated Damages

County and Contractor agree that in the event Contractor violates provisions of this Agreement, or any other applicable law, the resulting damages will be impracticable or extremely difficult to determine, and that such violation may not warrant termination of the Agreement. Subject to procedures set forth herein, Contractor shall pay to County liquidated damages as follows:

- 14.01 Contractor's General Manager: Twenty thousand dollars (\$20,000) per incident for relocating, reassigning, or transferring the Contractor's General Manager during the term of agreement including option periods, unless such relocation, reassignment, or transfer is the result of a specific request by County to change General Manager.
- 14.02 UNSATISFACTORY CHP RATING: Five thousand (\$5,000) per incident that Contractor receives an unsatisfactory rating from CHP.
- 14.03 WHEELCHAIR ACCESS: Two hundred dollars (\$200) per incident for each occurrence that: (1) a wheelchair lift fails to operate properly during the pickup of a disabled passenger, (2) a wheelchair becomes unfastened from its tie down(s), (3) a fixed route bus does not stop for a passenger in a wheelchair waiting at a bus stop.
- 14.04 VEHICLE CLEANING AND MAINTENANCE: Fifty dollars (\$50) per incident for each day that (1) vehicles in revenue service are not maintained in a clean condition in accordance with contract standards; (2) vehicle(s) in revenue service have not been serviced in accordance with preventative maintenance and repair schedules; (3) a County vehicle is placed out of service without written consent from County by the Contractor for a period of more than twenty (20) calendar days, (4) a vehicle is placed in service with body or upholstery damage that occurred more than ten (10) day prior to the day of service.
- 14.05 MISSED SCHEDULED ROUTE: Fifty dollars (\$50) per route may be assessed for vehicle(s) in revenue service if a scheduled route is missed.
- 14.06 ANNOUNCEMENT OF STOP: Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of \$100 per day that a fixed route driver fails to call major bus stops in accordance with 49 CFR Part – Transportation Service for Individuals with Disabilities. For purposes of the section, major bus stops shall be defined as any transfer points, scheduled time stops, major intersections or destination point (such as hospital, medical clinic, school, city, County or government office, or major shopping center).
- 14.07 ROUTE DELAYS OF 15 MINUTES OR MORE: Twenty-five dollars (\$25) per incident for each occurrence up to a maximum of \$100 per day that a route is delayed by 15 minutes or more. If a route is down 15 minutes or more for loading a wheelchair patron or other circumstances within the control of the Contractor (driver substitution, driver break, etc.), then necessary steps must be taken by the Contractor to restore on-time performance OR said liquidated damage may be assessed.
- 14.08 The liquidated damages set forth herein shall be in addition to any other penalties or remedies otherwise provided by law or in accordance with this Agreement. County finds, and Contractor acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances.

14.09 The determination of whether or not to assess liquidated damages shall be the sole discretion of County's Director of Public Works. County shall notify Contractor of its intention to impose liquidated damages in writing. Contractor shall have ten (10) days to present information or facts to County if it disagrees with the assessment of liquidated damages. The County's Director of Public Works shall reasonably review the facts submitted by Contractor; however, his decision shall be final. The Director of Public Works will deduct any liquidated damages so assessed from payment of the contract invoice.

15. Miscellaneous

15.01 Non-Exclusivity of Contract

It shall in no way be construed that this Agreement is, or shall be, the sole or exclusive contract for Public Transit into which the County or Contractor may enter during the term of the Agreement.

15.02 Entire Agreement; Request for Proposals; Modification; Waiver

This agreement and RFP supersedes all previous agreements, writings and oral statements and constitutes the entire understanding of the parties hereto. Any modifications to this Agreement that may become necessary during the term of the Agreement are to be accomplished by formal written amendment executed by both parties. No prior, current or post-award verbal conversations with any officer, agent or employee of County shall affect or modify any terms or obligations of this Agreement. County's failure to insist in any one or more instances upon the performance of any term or terms of the Agreement shall not be construed as a waiver or relinquishment of County's right to such performance or to future performance of such a term, or terms, and Contractor's obligation in respect thereto shall continue in full force and effect.

15.03 Independent Contractor

Contractor shall perform under the terms and conditions of this agreement as an independent contractor. Contractor and its officers, agents and employees are not, and shall not be deemed, County employees for any purpose. Contractor shall be solely responsible for the salaries and other applicable benefits, including Workers Compensation, of all of Contractor's employees performing under this agreement. Contractor shall, at its own risk and expense, determine the method and manner by which duties imposed on Contractor by this agreement shall be performed. All services rendered by Contractor under this agreement shall be subject to review, monitoring and evaluation by the County to ensure performance of the activities described herein.

15.04 Severability

In any case one or more provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions shall never be contained herein.

15.05 Headings

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

15.06 Succession

This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.

15.07 Green Procurement Policy

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15.08 Authority

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

15.09 Governing Law and Venue

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California. Each party hereto irrevocably submits to the jurisdiction of the Superior Court of California for the County of Tehama and the United States District Court for the Eastern District of California, waives any objection that it may have at any time to the laying of venue of any proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum, and further waives the right to object, with respect to such proceedings, that such court does not have jurisdiction over such party.

16. Written Notification

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval or communication shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of depositing in the United States mailbox if mailed as provided in this section.

If to County: County of Tehama
 Department of Public Works
 Jessica Riske-Gomez, Transportation Manager
 9380 San Benito Avenue
 Gerber, CA 96080

If to Contractor:

17. Force Majeure

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, strike; acts of God; acts of the Government; war or civil disorder; violence or threat thereof; severe weather; commandeering of material, products, plants, or facilities by the federal, state, or local government, when satisfactory evidence of such cause is presented to the other party, and further provided that such nonperformance is beyond the reasonable control of, and not due to the fault or negligence or, the party not performing. No payments shall be made by County to Contractor for any time during which Contractor's services are interrupted or unavailable due to the foregoing cause(s).


In witness *hereof*, the parties have caused their authorized representatives to execute this Agreement on the 26 day of November, 2019.

SIGNED for and on behalf of
Contractor Paratransit Services

Name 
David Baker

Title President/CEO

SIGNED for and on behalf of
County OF TEHAMA

Name 
Title EXECUTIVE DIRECTOR

Lobbying: 31 U.S.C.1352; 49CFR Part 19 and Part 20 – Lobbying and Certification Requirements, Disclosure of Lobbying Activities, et al, must be made by Contractor.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was

made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Paratransit Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

David Baker, President/CEO **Name and Title of Contractor's Authorized Official**

12/09/2019

Date

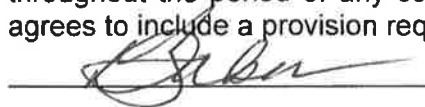
Government – Wide Debarment and Suspension (Nonprocurement) – 49 CFR part 29; Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County of Plumas. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County of Plumas, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Contractor's Authorized Official

David Baker, President/CEO **Name and Title of Contractor's Authorized Official**

12/09/2019

Date

1. Proposal Form A

Proposal Form

A. Price Proposal	Year 1 (Bmo)		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9	
	FY 19/20		FY 20/21		FY 21/22		FY 22/23		FY 23/24		FY 24/25		FY 25/26		FY 26/27		FY 27/28	
Service Level	Forecast																	
Vehicle Revenue Service Hours	15,637	0.00%	23,456	0.00%	23,456	2.50%	23,456	3.00%	23,456	3.00%	23,456	3.25%	23,456	3.50%	23,456	3.75%	23,456	4.00%
Hours #20%																		
Price Formula																		
Fixed Hourly Rate	\$ 32.63		\$ 32.63		\$ 33.45		\$ 34.48		\$ 35.49		\$ 36.64		\$ 37.92		\$ 39.33		\$ 40.78	
Fixed Monthly Rate	\$ 63,679		\$ 63,679		\$ 65,271		\$ 67,219		\$ 69,236		\$ 71,486		\$ 73,988		\$ 76,763		\$ 79,833	
Calculation of Maximum Annual Cost																		
Fixed Hourly Rate																		
X Vehicle Revenue Hours	\$ 510,219.67		\$ 765,369.28		\$ 784,626.66		\$ 808,176.48		\$ 832,359.62		\$ 859,427.84		\$ 889,498.43		\$ 921,150.12		\$ 957,996.48	
Fixed Monthly Rate																		
X 12 Months	\$ 5,084,293.36		\$ 7,641,440.44		\$ 7,832,447.92		\$ 8,066,331.48		\$ 8,330,830.20		\$ 8,571,831.76		\$ 8,871,855.76		\$ 9,211,501.12		\$ 9,579,964.48	
TOTAL MAXIMUM ANNUAL COST	\$ 1,019,646.03		\$ 1,529,513.32		\$ 1,567,874.58		\$ 1,614,807.96		\$ 1,663,189.82		\$ 1,717,259.60		\$ 1,777,354.19		\$ 1,773,283.14		\$ 1,844,211.07	
Cost per Revenue Service Hour	\$ 65.21		\$ 65.21		\$ 66.84		\$ 68.84		\$ 70.91		\$ 73.21		\$ 75.77		\$ 75.60		\$ 78.62	

The below items are excluded from the above-mentioned annual not to exceed amount.

- 1 Fuel costs will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP section 3.16
- 2 Engine, transmission, or differential replacement or major overhaul, as directed by COUNTY, will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP section 3.10
- 3 CONTRACTOR shall reimburse METS volunteers at the IRS mileage rate for all miles driven under the METS program. COUNTY will reimburse CONTRACTOR for the actual amount of all mileage reimbursements made to volunteers under this subsection.
- 4 COUNTY will reimburse CONTRACTOR for the actual cost of any meals provided to METS volunteers at the quarterly METS safety meeting.
- 5 COUNTY will reimburse CONTRACTOR for the actual cost of obtaining any additional liability or workers compensation insurance related to the METS program (beyond the insurance required under Section 6.19).
- 6 For technical transit planning requested by COUNTY under Section 3.01, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A".
- 7 For mobility training as set forth in the RFP, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A".
- 8 Costs and/or charges for relocation to a future facility are not covered under this Agreement and will not be reimbursed or otherwise paid by the COUNTY unless this Agreement is amended to provide for such payment.
- 9 If the COUNTY requires additional General Liability Insurance and/or Automobile Insurance liability insurance (beyond the insurance required under Section 6.19), COUNTY will reimburse CONTRACTOR for the incremental actual cost of obtaining such additional insurance.

Offeror: Paratransit Services

Phone: 360-377-7176

Fax: 360-620-0449

E-mail: jhw@paratransit.net

Address: 4810 Auto Center Way, Ste. Z
Bremerton, WA 98367

Title: President/CEO

Signature: 

Date: 8/22/2019

Proposal Form A

I.

B. Budget Breakdown

1. FIXED HOURLY RATE

Fixed Hourly Rate
Cost Elements Also Applies to
Special Services

Projected Forecast	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)	
Driver Wages	313,193	20,03	20,03	20,53	21,15	21,78	22,49	23,28	24,15	25,12
Driver Health Insurance	25,801	1.65	1.65	1.69	1.74	1.79	1.85	1.92	1.99	1.66
Driver Life Insurance	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc
Vehicle Maintenance Costs										
Prev Maint Parts/Supplies	7,975	0.51	0.51	0.52	0.54	0.55	0.57	0.59	0.49	0.51
Vehicle Repair Parts/Supplies	30,179	1.93	1.93	1.98	2.04	2.10	2.17	2.24	1.87	1.94
Tires	7,662	0.49	0.49	0.50	0.52	0.53	0.55	0.57	0.47	0.49
Outside Repairs	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.16	0.13	0.14
Radio System Maint	3,753	0.24	0.24	0.25	0.26	0.27	0.28	0.29	0.23	0.24
Vehicle Cleaning	1,720	0.11	0.11	0.11	0.11	0.12	0.12	0.12	0.11	0.11
Licenses & Permits (GPPV)	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.16	0.13	0.14
Other Driver Fringes	60,984	3.90	3.90	4.00	4.12	4.24	4.38	4.54	3.78	3.93
Margin - Variable Rate	11,571	0.74	0.74	0.76	0.78	0.81	0.83	0.86	0.71	0.74
Driver Workers Comp	43,002	2.75	2.75	2.83	2.92	3.00	3.10	3.21	2.66	2.77
TOTAL:	510,218	32.63	32.63	33.45	34.46	35.49	36.64	37.92	36.33	37.78

Proposal Form A

B. Budget Breakdown

2. FIXED MONTHLY RATE

Fixed Monthly Rate
Cost Elements

Projected Forecast	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)	
Project Manager Salary	49,380	6,174	6,174	6,328	6,518	6,713	6,932	7,174	7,443	7,741
Project Manager Fringes	12,637	1,580	1,580	1,619	1,666	1,718	1,773	1,836	1,904	1,981
Dispatch/Int. Staff Wages	57,426	7,178	7,178	7,358	7,578	7,806	8,059	8,342	8,654	9,001
Dispatch/Int. Staff Fringes	17,749	2,219	2,219	2,274	2,342	2,413	2,491	2,578	2,675	2,782
Clerical Staff Wages	67,357	8,420	8,420	8,630	8,889	9,156	9,453	9,784	10,151	10,557
Clerical Staff Fringes	19,598	2,450	2,450	2,511	2,586	2,664	2,750	2,847	2,953	3,072
Maint Supervisor Salary	48,819	6,102	6,102	6,255	6,443	6,636	6,852	7,091	7,357	7,652
Maint Supervisor Fringes	12,533	1,567	1,567	1,606	1,654	1,704	1,759	1,821	1,889	1,964
Mechanic Wages	37,251	4,656	4,656	4,773	4,916	5,063	5,228	5,411	5,614	5,838
Mechanic Fringes	10,444	1,306	1,306	1,338	1,378	1,420	1,466	1,517	1,574	1,637
Other Maint Wages	7,574	947	947	970	875	901	931	963	999	1,039

I. Proposal Form A

Proposal Form

A. Price Proposal	Year 1 (Bmo)		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9	
	FY 19/20		FY 20/21		FY 21/22		FY 22/23		FY 23/24		FY 24/25		FY 25/26		FY 26/27		FY 27/28	
Forecast	0.00%		0.00%		2.50%		3.00%		3.00%		3.25%		3.50%		3.75%		4.00%	
Service Level	15,637		23,456		23,456		23,456		23,456		23,456		23,456		23,456		23,456	
Vehicle Revenue Service Hours	Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%		Hours ±20%	
Price Formula																		
Fixed Hourly Rate	\$ 32.63		\$ 32.63		\$ 34.45		\$ 34.45		\$ 35.49		\$ 36.64		\$ 37.92		\$ 39.33		\$ 37.78	
Fixed Monthly Rate	\$ 63.679		\$ 63.679		\$ 65.271		\$ 67.219		\$ 69.236		\$ 71.486		\$ 73.988		\$ 76.783		\$ 79.833	
Fixed Hourly Rate X Vehicle Revenue Hours	\$ 510,219.67		\$ 765,369.28		\$ 794,626.66		\$ 808,176.48		\$ 832,369.62		\$ 859,427.84		\$ 889,498.43		\$ 932,133.02		\$ 896,214.59	
Fixed Monthly Rate X 12 Months	\$ 5,094,236.36		\$ 7,644,440.4		\$ 7,832,447.92		\$ 8,086,331.48		\$ 8,330,830.20		\$ 8,571,831.78		\$ 8,871,855.76		\$ 9,211,501.12		\$ 8,971,996.48	
TOTAL MAXIMUM ANNUAL COST	\$ 1,019,646.03		\$ 1,529,513.32		\$ 1,567,874.58		\$ 1,614,807.96		\$ 1,663,169.82		\$ 1,717,259.80		\$ 1,777,354.19		\$ 1,773,283.14		\$ 1,844,211.07	
Cost per Revenue Service Hour	\$ 65.21		\$ 65.21		\$ 66.84		\$ 68.84		\$ 70.91		\$ 73.21		\$ 75.77		\$ 75.60		\$ 78.62	

The below items are excluded from the above-mentioned annual not to exceed amount.

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- 4 COUNTY will reimburse CONTRACTOR for the actual cost of any meals provided to METS volunteers at the quarterly METS safety meeting.
- 5 COUNTY will reimburse CONTRACTOR for the actual cost of obtaining any additional liability or workers compensation insurance related to the METS program (beyond the insurance required under Section 6.19).
- 6 For technical transit planning requested by COUNTY under Section 3.01, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A."
- 7 For mobility training as set forth in the RFP, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A."
- 8 Costs and/or charges for relocation to a future facility are not covered under the Agreement and will not be reimbursed or otherwise paid by the COUNTY unless this Agreement is amended to provide for such payment.
- 9 If the COUNTY requires additional General Liability Insurance and/or Automobile Insurance liability insurance (beyond the insurance required under Section 6.19), COUNTY will reimburse CONTRACTOR for the incremental actual cost of obtaining such additional insurance.

Officer: Paratransit Services

Phone: 360-377-7176

Fax: 360-620-0449

E-mail: jlw@paratransit.net

Address: 4810 Auto Center Way, Ste. Z

Bremerton, WA 98367

Title: President/CEO

Date:

8/22/2019

Signature:




Proposal Form A

I.

B. Budget Breakdown

1. FIXED HOURLY RATE

Fixed Hourly Rate
Cost Elements Also Applies to
Special Services

Projected Forecast	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour	Average Cost Per Hour
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)
Driver Wages	313,193	20,03	20,03	20,53	21,15	21,78	22,49	23,28	24,15
Driver Health Insurance	25,801	1.65	1.65	1.69	1.74	1.79	1.85	1.92	1.59
Driver Life Insurance	inc	inc	inc	inc	inc	inc	inc	inc	inc
Vehicle Maintenance Costs									
Prev Maint Parts/Supplies	7,975	0.51	0.51	0.52	0.54	0.55	0.57	0.59	0.49
Vehicle Repair Parts/Supplies	30,179	1.93	1.93	1.98	2.04	2.10	2.17	2.24	1.87
Tires	7,662	0.49	0.49	0.50	0.52	0.53	0.55	0.57	0.47
Outside Repairs	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.16	0.13
Radio System Maint	3,753	0.24	0.24	0.25	0.26	0.27	0.28	0.29	0.23
Vehicle Cleaning	1,720	0.11	0.11	0.11	0.11	0.12	0.12	0.12	0.11
Licenses & Permits (GPPV)	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.16	0.13
Other Driver Fringes	60,984	3.90	3.90	4.00	4.12	4.24	4.38	4.54	3.78
Margin - Variable Rate	11,571	0.74	0.74	0.76	0.78	0.81	0.83	0.86	0.71
Driver Workers Comp	43,002	2.75	2.75	2.83	2.92	3.00	3.10	3.21	2.66
TOTAL:	510,218	32.63	32.63	33.45	34.46	35.49	36.64	37.92	36.33

Proposal Form A

B. Budget Breakdown

2. FIXED MONTHLY RATE

Fixed Monthly Rate
Cost Elements

Projected Forecast	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month	Average Cost Per Month
Year One 8 months-- 19/20	Year One (2019/20)	Year Two (2020/21)	Year Three (2021/22)	Year Four (2022/23)	Year Five (2023/24)	Year Six (2024/25)	Year Seven (2025/26)	Year Eight (2026/27)	Year Nine (2027/28)
Project Manager Salary	49,380	6,174	6,174	6,328	6,518	6,713	6,932	7,174	7,443
Project Manager Fringes	12,637	1,580	1,580	1,619	1,668	1,718	1,773	1,836	1,904
Dispatch/Int. Staff Wages	57,426	7,178	7,178	7,358	7,578	7,806	8,059	8,342	8,654
Dispatch/Int. Staff Fringes	17,749	2,219	2,219	2,274	2,342	2,413	2,491	2,578	2,675
Clerical Staff Wages	67,367	8,420	8,420	8,630	8,889	9,156	9,453	9,784	10,151
Clerical Staff Fringes	19,598	2,450	2,450	2,511	2,586	2,664	2,750	2,847	2,953
Maint Supervisor Salary	48,819	6,102	6,102	6,255	6,443	6,636	6,852	7,091	7,357
Maint Supervisor Fringes	12,533	1,567	1,567	1,606	1,654	1,704	1,759	1,821	1,889
Mechanic Wages	37,251	4,656	4,656	4,773	4,916	5,063	5,228	5,411	5,614
Mechanic Fringes	10,444	1,306	1,306	1,338	1,378	1,420	1,466	1,517	1,574
Other Maint Wages	7,574	947	947	970	875	901	931	963	999

EXHIBIT C

Wages Proposed for Red Bluff Staff. Our Red Bluff (non-management) wages reflect requirements mandated by the **California minimum wage law** (Senate Bill No. 3). Annual increases after 2022 are to be determined by the California Director of Finance.

	Contract Base Term				
	Y 1 ²	Y 2	Y 3	Y 4	Y 5
	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
	Calif. min wage ¹	\$13	\$14	\$15	TBD
Ops Supervisor/Trainer	18.41	18.91	19.41	20.00	20.60
Office Assistant/Dispatcher	14.46	14.96	15.96	16.36	16.85
Mechanic	26.00	28.00	30.00	30.75	31.67
Facilities Maintenance Specialist	14.00	14.50	15.50	15.89	16.36
Drivers (wage avg for 15 FTE)	14.97	15.47	16.47	16.88	17.40
Dispatchers (wage avg for 2 FTE)	17.42	17.94	18.97	19.44	20.02

FIRST AMENDMENT TO TRANSIT OPERATIONS AGREEMENT BETWEEN TEHAMA COUNTY AND
PARATRANST SERVICES

This amendment ("Amendment") is made effective January 1, 2021 by and between Tehama County (hereinafter referred to as "County") and Paratransit Services (hereinafter referred to as "Contractor").

RECITALS

On November 26, 2019, the parties entered the certain "Agreement between the County of Tehama and Paratransit Services for the Management and Operation of Tehama Rural Area Express (TRAX), PARATRAX, and Medical Transportation Service (METS) (the "Original Agreement").

The Original Agreement set forth the terms under which the Contractor would provide management, technical personnel, and expertise to provide transportation services to the County.

Following the execution of the Original Agreement, a worldwide pandemic involving the COVID-19 coronavirus has greatly impacted the transit operations of the County.

As a result of the COVID-19 pandemic, the Director of the California Department of Public Health issued an order on March 19, 2020 directing all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of critical infrastructure.

Due to the pandemic, transit ridership has dropped significantly, the amount of service operated has been reduced, and the manner of how these services are operated has been modified to minimize contact between passengers and transit operating personnel as well as between passengers themselves.

There is a grave concern that if the Contractor does not maintain adequate staffing levels, the transit system will be unable to scale up services when needed in the future and accordingly. This Amendment is deemed necessary to allow Contractor to maintain a sufficient, qualified workforce when a greater demand for transit services resume.

Funding under the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act has been made available to the County for all operating expenses (net of fare revenue) that occur on or after January 20, 2020 including the cost of administrative leave for transit workers whether employed by the County or Contractor.

NOW, THEREFORE, in consideration of the foregoing recitals, covenants and agreements of the parties, the parties do agree as follows:

Section 1 Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

Section 2 Contractor Commitment to Maintain Workforce Staffing Levels Combined with Temporary Adjustment of Section 5(a) of the Original Agreement

Exhibit B of the Original Agreement specified a price formula whereby the County agreed to pay Contractor for performance of services. Exhibit B specified the Service Level, a Calculation of Maximum Annual Cost, and a Budget Breakdown. The hourly rate included vehicle operator wages, fringe benefits, indirect labor and all consumable material costs that can be tracked by vehicle service hours such as maintenance, parts and supplies including oil.

Effective January 20, 2020, and thereafter Contractor shall pay wages and taxes for employees per the Original Agreement whether or not such employees are directly involved in the provision of transit services including the provision of transit services different from those which might be otherwise assigned to such employees (for example, a bus driver may be assigned duties different from driving a bus but still performing services for the benefit of the County). It is the intent of this Amendment to compensate the Contractor for the additional costs incurred by Contractor to maintain its workforce staffing for the term of this Amendment.

The price formulas set forth in Exhibit B of the Original Agreement provided for a variable rate payment based upon the number of vehicle service hours operated (A. Price Proposal (Vehicle revenue Service Hours)) and a fixed monthly rate (A. Price Proposal (Calculation of Maximum Annual Cost)) as each may be adjusted over the term of the Original Agreement. For the duration of time that this Exhibit B remains in effect, Contractor shall receive the agreed upon fixed monthly payment as well as the variable rate payment pursuant for the number of vehicle service hours operated as well as additional payments as defined above to maintain its workforce at an acceptable level of staffing.

These additional compensation measures are being taken to maintain a highly trained and skilled workforce during and beyond the current pandemic. As such, Contractor shall maintain its workforce to the best of their abilities. During this period, Contractor shall not simply lay off employees who would have been compensated by virtue of the fixed monthly rate as set forth in the Original Agreement and retain employees under the administrative leave provisions of this Amendment who are compensated through the variable rate.

For the duration of time that this Exhibit B remains effective, Contractor shall provide County with documentation which shall include:

1. A census identifying the Employee ID # and job title of all employees receiving wages and benefits for the payroll period in question.
2. Documentation as may be requested by the County's Transportation Manager and agreed

to by the contractor to substantiate the payment of COVID wages and taxes.

3. An invoice reflecting the difference between the current wage of each employee including associated taxes and revised wage reflecting a 25% increase with associated taxes will be submitted after each payroll period, for all hours worked. The invoice will also include the difference between the annual average hours worked per pay period in 2019 for each employee and the current hours worked for each payroll period for the purpose of calculating the additional administrative leave cost in terms of their regular wages and taxes. Such costs are not to include bonuses, or other special compensation.

Upon execution of this Agreement, Contractor shall provide the County with a roster of its employees by Employee ID # and job title for those employees who were responsible for providing services to the County under the Original Agreement as of March 1, 2020.

With the advanced approval of the County Transportation Manager, Contractor may seek reimbursement for unforeseen, extraordinary pandemic related expenses to accomplish the intent of this Amendment and the Original Agreement.

The modified price structure under Exhibit B of the Original Agreement shall remain in effect under this Amendment until the earlier of the available funding under the Federal CARES Act has been fully expended or two weeks after the County's notice to Contractor that payments under this Section 2 shall terminate.

Section 3 Correction of Changes Provision in the Original Agreement

To correct an internal inconsistency between the County's Request for Proposals (RFP), the related Scope of Work and the executed Original Agreement that resulted from the RFP; Section 3.03 (CHANGES) Agreement is hereby amended to read as follows:

COUNTY, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both COUNTY and CONTRACTOR. A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to twenty (20) percent within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of COUNTY.

The provisions of this Section 3 shall continue for the duration of the Original Agreement notwithstanding the termination of modified payments under Section 2 above.

Section 4 Original Agreement Unchanged

Except as modified by this Amendment, the terms and provisions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as set forth below.

Date: 3/5/2021

PARATRANSIT SERVICES

By: 
Christie Scheffer, Acting President
Its _____

Date: _____

THE COUNTY OF TEHAMA

By: Its _____

Paratransit Services

CORPORATE BOARD OF DIRECTORS

Dr. Paul Aufderheide, DPM
Eugene Lobe
Lois Anderson
William H. Mahan
Ken Mahan
Mary Ann Huntington
Bryan McConaughy

David Baker
President/CEO

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

PH (360) 377-7176
TDD 1-800-934-5438
Fax (360) 377-6017

4810 Auto Center Way
Bremerton, WA 98312

www.paratransit.net

DATE: February 11, 2021
TO: Whom It May Concern
FROM: David Baker, President/CEO, Paratransit Services
RE: Assignment of Acting President

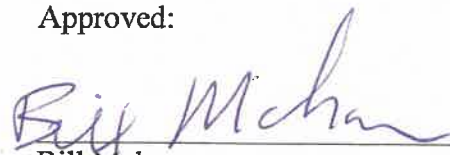
I will be on vacation and out of the office from March 1, 2021 through March 24, 2021.

During my absence, I am appointing Christie Scheffer, EVP/COO, as acting President. She will have the authority to act on my behalf in accordance with the corporate bylaws as approved by the Board of Directors of Paratransit Services.

Sincerely,


David Baker
President/CEO

Approved:


Bill Mahan
Chairman of the Board

Cc: Board Members
file

SECOND AMENDMENT TO TRANSIT OPERATIONS AGREEMENT BETWEEN TEHAMA
COUNTY AND PARATRANSIT SERVICES

This amendment ("Amendment 2") is made effective June 1, 2024, by and between Tehama County (hereinafter referred to as "County") and Paratransit Services (hereinafter referred to as "Contractor").

Pursuant to Section 3 of Amendment No. 1, "Corrections of Changes Provision in the Original Agreement" as Amended January 1, 2021:

To correct an internal inconsistency between the County's Request for Proposals (RFP), the related Scope of Work and the executed Original Agreement that resulted from the RFP; Section 3.03 (CHANGES) Agreement is hereby amended to read as follows:

COUNTY, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both COUNTY and CONTRACTOR. A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to twenty (20) percent within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of COUNTY.

Now, therefore it be resolved, in consideration of additional services performed at the request of the County, the maximum obligation under the contract for FY 2023/24 be increased by \$125,000.00 to \$1,788,189.82 accommodating for route enhancements to the fixed route services and expansion of the paratransit service areas under this Amendment No. 2.

All other terms, conditions, and provisions of the Original Agreement shall remain unchanged. The Original Agreement, Amendment No. 1 and this Amendment No. 2 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Original Agreement and all Attachments to the Original Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as set forth below.

Date: 9/23/24

PARATRANSIT SERVICES

By: David Baker

David Baker, President/CEO

Date: 9-23-24

THE COUNTY OF TEHAMA

By: James N. Baker

THIRD AMENDMENT TO TRANSIT OPERATIONS AGREEMENT BETWEEN TEHAMA COUNTY
AND PARATRANSIT SERVICES

This amendment ("Amendment 3") is made effective July 1, 2024, by and between Tehama County (hereinafter referred to as "County") and Paratransit Services (hereinafter referred to as "Contractor").

Pursuant to Section 3 of Amendment No. 1, "Corrections of Changes Provision in the Original Agreement" as Amended January 1, 2021:

To correct an internal inconsistency between the County's Request for Proposals (RFP), the related Scope of Work and the executed Original Agreement that resulted from the RFP; Section 3.03 (CHANGES) Agreement is hereby amended to read as follows:

COUNTY, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both COUNTY and CONTRACTOR. A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to twenty (20) percent within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of COUNTY.

Now, therefore it be resolved, in consideration of increased insurance costs incurred by the Contractor in the operation of transit services on behalf of the County, the maximum obligation under the contract for FY 2024/25 be increased by \$308,571.00 to \$2,025,830.60accommodating for rate increases under this Amendment No.3.

All other terms, conditions, and provisions of the Original Agreement shall remain unchanged. The Original Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment and the Original Agreement, the provisions of this Amendment shall prevail over those of the Original Agreement and all Attachments to the Original Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as set forth below.

Date: 1/14/2025

PARATRANSIT SERVICES

By: 
David Baker, President/CEO

Date: _____

COUNTY OF TEHAMA

By: _____

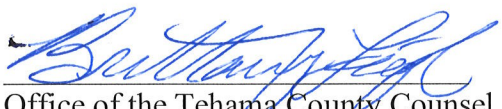
E-Contract Review
Approval as to Form

Department Name: Tehama County Transportation Commission

Contractor Name: Paratransit

Contract Description: Amendment 3

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 12/27/2024

Memorandum

To: Frank Nevitt, Chief
FTA Programs Procurement Oversight Branch
Caltrans Office of Transit Grants and Contracts, MS 39
P.O. Box 942874
Sacramento, CA 94274-0001

From: Jessica Riske-Gomez
Deputy Director of Public Works – Transportation
Tehama County Transportation Commission
Tehama County Transit Agency Board
1509 Schwab Street
Red Bluff, CA 96080

Date: January 6, 2025

Subject: Insurance Cost Escalation - Paratransit Services FY 2024/25 Compensation Adjustment

I. Introduction

This memorandum provides a comprehensive justification for the negotiated compensation adjustment to Paratransit Services under the Tehama County Transit agreement. The adjustment is necessitated by significant insurance cost increases that have affected the vendor's ability to meet contractual obligations for fiscal year 2024/25. The rising premiums in the liability insurance market have had a direct impact on operating costs, leading to a need for a compensation adjustment to cover these unforeseen financial burdens.

II. Key Points of the Negotiated Amendment

1. Compensation Adjustment:

- A **tentative increase in compensation of \$308,571.00** for FY 2024/25 has been agreed upon.
- This adjustment reflects the proportionate increase in Paratransit Services' **General Liability (GL) insurance premiums** that are attributable to the Tehama County contract.
- An additional adjustment (Amendment #4) is anticipated to take effect on **July 1, 2025**, pending updated premium information from the vendor's insurance carrier.

2. Justification:

- A **market rate analysis** conducted by multiple sources confirms that the proposed increase aligns with prevailing rates for similar transit

agreements in comparable jurisdictions, validating the reasonableness of the adjustment.

- The adjustment adheres to the "Corrections of Changes Provision in the Original Agreement," outlined in **Amendment No. 1 (January 1, 2021)**:
 - This provision allows adjustments to the maximum obligation to reflect justified changes, provided such changes are mutually agreeable and documented in writing.
 - Vendor-provided documentation and research support the claim of industry-wide premium increases due to several key factors:
 - **Rising liability exposure** in the transportation sector, exacerbated by a combination of increasing claims and regulatory scrutiny.
 - **Impacts of natural disasters**, which have contributed to a rise in insured losses across the insurance industry, driving up premium rates.
 - **General liability premium increases of 10%-30%** are consistent with trends reported by **INSURICA**, **Risk Strategies**, and **CBIZ** for 2024 (INSURICA, 2024; Risk Strategies, 2024; CBIZ, 2024).
 - **Vendor Claims:**
 - Paratransit Services cites an industry-wide "**hard market**," which refers to the increased difficulty in securing affordable insurance coverage in the wake of broader market conditions, including inflationary pressures and rising transportation risks.
 - **Benchmarking against comparable agencies** in the region has confirmed that similar entities have experienced **insurance premium increases** of up to 25%-30% during the same period, further validating the claims made by Paratransit Services.
3. **Supporting Documentation:**
- The following documents are included for your review:
- **Tehama County Loss Run History (2019/20 to 2024/25)**: This provides historical context for liability claims under the TRAX program and is critical in understanding the basis for the increase in premiums.
 - **Insurance Breakout for FY 2023/24**: A detailed breakdown of the previous fiscal year's insurance costs, enabling a year-over-year comparison to highlight significant shifts in insurance premiums.
 - **Lake Transit Authority Market Survey for Contract Option Years (2024/25)**: Conducted in June 2024, this survey provides regional benchmarks for insurance cost trends in transit agreements, demonstrating the broader regional context for the adjustments.

III. Supporting Analysis

- **Vendor Claims:**
 - Paratransit Services asserts that rising premiums are largely a result of broader trends in the insurance market, which has been characterized by **increased claims frequency and severity**, as well as **inflationary**

pressures. These factors have led to the **hard market** conditions that have seen premiums rise sharply across the board.

- **Insurance costs for transportation companies** have generally experienced increases in the range of **25%-30%**, a pattern consistent with what has been observed in both the **INSURICA** and **Risk Strategies** reports for 2024 (INSURICA, 2024; Risk Strategies, 2024).
- **County Assessment:**
 - The County has conducted a review of alternative scenarios to mitigate the impact of escalating insurance premiums. The following options were considered:
 - **Reducing GL insurance requirements** from \$10 million to \$5 million.
 - **Pursuing cooperative insurance pools or self-insurance models.**
 - However, these alternatives were deemed either impractical or insufficient to maintain adequate liability coverage for the County and its contractors.
 - **Maintaining \$10 million in GL coverage** ensures compliance with industry standards and mitigates potential **liability exposure** stemming from past incidents. This is crucial to ensure that the County's transit operations remain both safe and compliant.

IV. Financial Implications

The proposed compensation adjustment represents a significant, but necessary, increase to sustain uninterrupted transit operations while addressing escalating vendor costs. The County has implemented proactive measures to manage insurance costs, including:

1. Encouraging **Paratransit Services** to pursue further **negotiations with insurers** to obtain more favorable terms, in an effort to reduce premium increases in the future.
2. Collaborating with the vendor to develop and implement **safety and risk management programs** aimed at reducing the long-term risk exposure and minimizing future cost escalations.

V. Conclusion

The County's review confirms that the requested compensation adjustment is reasonable, justified, and consistent with market trends. This amendment underscores the County's commitment to ensuring reliable and high-quality transit services while providing necessary support to the vendor in light of the unforeseen financial challenges posed by increasing insurance premiums. We request the **FTA's review and approval** of this compensatory adjustment to ensure the continued sustainability and effectiveness of the **Tehama Rural Area eXpress (TRAX)**.

References:

1. **INSURICA.** "2024 Midyear Market Outlook: General Liability Insurance." *INSURICA*, 2024. Accessed 7 Jan. 2025. <https://insurica.com/blog/2024-midyear-market-outlook-general-liability-insurance/>.
2. **Risk Strategies.** "State of the Insurance Market | 2024 Initial Outlook | Casualty Insurance." *Risk Strategies*, 2024. Accessed 7 Jan. 2025. <https://www.risk-strategies.com/state-of-the-insurance-market-report-2024-initial-outlook-casualty-insurance>.
3. **Chivaroli & Associates.** "General Liability Insurance Rates Could Spike in 2024." *Chivaroli & Associates*, 2024. Accessed 7 Jan. 2025. <https://chivaroli.com/industry-leaders-discuss-potential-spike-in-general-liability-insurance-rates/>.
4. **CBIZ.** "Outlook into the General Liability Insurance Market." *CBIZ*, 2024. Accessed 7 Jan. 2025. <https://www.cbiz.com/insights/articles/article-details/outlook-into-the-general-liability-insurance-coverage-market-property-casualty>.
5. **Risk & Insurance.** "The State of the Insurance Market: What's in Store for 2025." *Risk & Insurance*, 2024. Accessed 7 Jan. 2025. <https://riskandinsurance.com/sponsored-the-state-of-the-insurance-market-whats-in-store-for-2025/>.

To: Jim Simon, Tehama County Director of Public Works
 From: Christie Scheffer, EVP/COO Paratransit Services
 Date: August 13, 2024
 CC: David Baker, President CEO; Jesica Riske-Gomez, Deputy Director
 RE: Risk Mitigation Efforts

Paratransit Services' highest priorities are Safety and eliminating risk in every way possible. We have implemented many measures designed to achieve these goals and have diligently worked to reduce loss over many years. Because of this, we have seen continued reduction in loss over the past five years. Below is a table detailing our loss history:

	Loss Count	Loss Ratio	
19/20	67	130%	Impacted by single high cost claim at Lake Operations
20/21	56	81%	
21/22	54	35%	
22/23	30	119%	Impacted by single high cost claim at other CA site
23/24	28	13%	

With Q1 and Q2 completed in 2024, we have 6 sites that are preventable-free, and of the preventable events companywide, have had 7 vehicle-related preventable events and 2 workers comp related incidents. We are continuing the trend of decreasing preventable events!

Risk Mitigation Efforts

Target Zero Safety Program: In January 2023, we launched the Target Zero Safety Program which dramatically reduced our loss ratio. These are the key elements of this program:

- Leaders model the passion and commitment to the 100% preventable-free goal.
- Reaffirm our open door policy making it easy for employees to communicate safety concerns.
- All staff are included in this campaign.
- Following a preventable loss, the employee goes through a series of corrective measures: they receive a Corrective Action, a Driver Skills Assessment (DSA), retraining and a review and re-signing of the Vehicle Risk Management Standards Evaluation Process.
- Daily Safety Announcements made throughout the day by dispatch.

- Pre-trip Vehicle Damage Reports must be turned into a locked drop box and returned to Dispatch before leaving the yard to maintain accountability.
- Annual Safe Driver awards.
- The New Hire process emphasizes the top priority of safety.
 - Review the Paratransit Services Target Zero video
 - Sign the Target Safety pledge
 - Receive a Target Zero pin & pledge card.
- Quarterly newsletters featuring employees that have improved safety in the workplace, performed outstanding customer service or relied on their training to avoid a preventable event. On the back of the newsletter, all staff are listed in the 'Target Zero Hall of Fame' if they've been preventable collision-free, preventable incident-free or workplace injury-free, regardless of their position, for that quarter regardless of their position.
- Banners- each site achieving the quarterly 100% preventable-free goal receives a banner for their wall. A special annual banner is also provided for completing the entire year 100% preventable-free.
- An annual site-specific picture gallery is sent to each site honoring the employees achieving the goal of being 100% preventable-free.

Corporate level review of every preventable and non-preventable collision or incident: Paratransit Services utilizes the effective guidelines of the National Safety Council to administer incident/collision assessments to determine Preventability vs. Non-Preventability. This Preventable / Non-Preventable assessment is used in conjunction with our Vehicle Risk Management Standards to determine if a driver is no longer authorized to drive. The process involves oversight and review at multiple levels of the company, from the local General Manager to the corporate Risk Manager, HR Manager, HR Director, and Director of Safety, Training and Operations. In the rare event a preventability determination is appealed, Paratransit Services asks for a review by the National Safety Council for a final determination.

Vehicle Risk Management Standards: Paratransit Services adheres to very strict Vehicle Risk Management Standards that are signed by all employees that operate a vehicle, both in or out of revenue service. These standards are reviewed and signed for again, in the event of a preventable collision or incident. (*See Attached*)

Disciplinary Process: Following a preventable loss the employee goes through a series of corrective measures. They receive a Corrective Action, a Driver Skills Assessment (DSA), retraining and a review and re-signing of the Vehicle Risk Management Standards Evaluation Process.

Training: Paratransit Services makes a significant investment in employees with regards to training both newly hired employees and veteran employees. Here is a brief overview:

- Initial Classroom minimum: 46 hours
- Pre-licensing Verification of Transit Training (VTT) Behind the Wheel (BTW) Training Hours: 20 hours
- Pre-Trip: 7 hours
- Post-licensing BTW: 30-40 or to proficiency
- Annual Re-Training: 6.75 Hours
- Biennial Re-Training: 12 Hours
- Quarterly Safety Meetings: 4-8 hours annually

Assessments: Current Assessments per employee: 9 total Assessments

- Driving Skills Assessment
- Pre-Trip Assessment
- Mobility Device Securement Assessment
- Video Skills Assessment (Quarterly)
- Unobserved Assessment
- Road Check

Passenger-Specific Risk Mitigation Strategies for Enhanced Safety: Ensuring the safety of all our customers is a fundamental goal at Paratransit Services. We have implemented a range of risk mitigation strategies tailored to the specific needs of our passengers. These strategies aim to reduce the risk of accidents and injuries, making every journey safer and more comfortable.

- Boarding Belts Boarding - The boarding belts help prevent falls and sliding out of mobility devices, providing a handle to steady passengers who might feel unbalanced. This measure ensures passengers can board and alight securely, minimizing potential hazards.
- Tether Loop Program - The Tether Loop Program offers secure anchor points for mobility devices, ensuring stability during transit. This program is crucial for preventing injuries caused by sudden stops or sharp turns.
- Mandatory Seat Belts - Mandating seat belts for both vehicle seats and users of mobility devices is vital. Seat belts reduce the risk of injury in collisions or sudden stops. All passengers, including those using mobility devices, must be securely fastened to enhance overall safety.
- Proper Securement of Mobility Devices - Ensuring that wheelchairs, scooters, and other devices are securely fastened prevents them from moving and causing accidents. Designated securement areas and proper training on securement techniques are key components of this strategy.
- Roller Carts and Walkers - Securing roller carts and walkers during transit prevents them from moving or tipping over, reducing the risk of tripping hazards and injuries. Providing specific areas and securing mechanisms ensures a safer environment for all passengers. Auditory Reminders Auditory reminders to "watch your step" and "hold onto the handrail" help ensure passengers are aware of potential hazards and take necessary precautions. This simple yet effective strategy greatly reduces the incidence of slips and falls.
- Distracted Driving - Distracted driving is a significant threat to the safety of our passengers and drivers alike. It refers to any activity that diverts attention from driving, such as talking or texting on your phone, eating and drinking, deep conversations with people in your vehicle, or fiddling with the stereo. As one of the leading causes of traffic accidents today, distracted driving results in severe injuries and fatalities, posing a danger not only to the driver but also to passengers and pedestrians. Distracted drivers have delayed reaction times, making it harder to avoid sudden obstacles or changes in traffic conditions. They are less likely to notice important road signs, signals, and changes in the driving environment, and even taking their eyes off the road for a few seconds can result in a loss of control over the vehicle, leading to accidents.

To mitigate these risks, we have implemented several strategies aimed at enhancing the safety of our passengers and drivers. These include continuous education and training programs emphasizing the dangers of distracted driving, strict policies prohibiting the use of handheld

devices while driving, installing technology to monitor driving behaviors and provide feedback, and actively promoting awareness about the dangers of distracted driving through our internal communications. By addressing distracted driving, we aim to create a safer travel environment for everyone, complementing our other risk mitigation strategies.

- **Road Hazard Recognition-Awareness** of road hazards is crucial for preventing accidents and ensuring passenger safety. Drivers are trained to recognize and respond to potential road hazards, such as uneven surfaces, debris, and adverse weather conditions. By staying vigilant and proactive, drivers can navigate safely and minimize risks to passengers.
- **Excellent Customer Service** - Excellent customer service is a cornerstone of our safety strategy. Drivers and staff are trained to assist passengers with varying needs, providing support and information to ensure a safe and comfortable journey. Whether it's helping with boarding, answering questions, or addressing concerns, our team is dedicated to enhancing the passenger experience.
- **Curb Alignment** - Pulling into the curb to eliminate the gap between the curb and the step of the bus is a crucial measure for enhancing passenger safety. A gap can pose a significant risk, especially for elderly passengers, individuals with disabilities, and those carrying heavy loads. By ensuring a seamless transition between the curb and the vehicle, this strategy reduces the risk of trips and falls, making boarding and alighting safer for all passengers.

By implementing these targeted risk mitigation strategies, we aim to create a safer and more secure transportation environment. From boarding belts and tether loops to mandatory seat belts, auditory reminders, and enhanced customer service, each measure plays a vital role in protecting our people.

We continually look for additional ways to motivate staff and enhance safety measures with each passing month. We strive to continue to support the vision and excitement for this goal among all teams. The sites have become very creative in finding new ways to keep this focus on safety fresh and an exciting team goal! At the time of this writing 6 of transit operations out 9, are 100% preventable collision or incident free for the year 2024. Our programs are working! Together, we can achieve our goal of zero incidents and ensure that every journey is a safe one.

I. Proposal Form A

Proposal Form

A. Price Proposal	Year 1 (8mo)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 6	Year 7	Year 8	Year 9
	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Jun-24	7.1.24 - 6.30.25	FY 25/26	FY 26/27	FY 27/28
Forecast	0.00%	0.00%	2.50%	3.00%	3.00%	3.25%	3.25%	3.50%	3.75%	4.00%
Service Level	15,637	23,456	23,456	23,456	23,456	1,955	21,501	23,456	23,456	23,456
Vehicle Revenue Service Hours	Hours ±20%	Hours ±20%	Hours ±20%	Hours ±20%	Hours ±20%	Hours ±20%	Hours ±20%	Hours ±20%	Hours ±20%	Hours ±20%
Price Formula										
Fixed Hourly Rate	\$ 32.63	\$ 32.63	\$ 33.45	\$ 34.46	\$ 35.49	\$ 36.64	\$ 36.64	\$ 37.92	\$ 36.33	\$ 37.78
Fixed Monthly Rate	\$ 63,679	\$ 63,679	\$ 65,271	\$ 67,219	\$ 69,236	\$ 71,486	\$ 99,538	\$ 103,022	\$ 106,885	\$ 111,160
Calculation of Maximum Annual Cost										
Fixed Hourly Rate										
X Vehicle Revenue Hours	\$ 510,219.67	\$ 765,369.28	\$ 784,626.66	\$ 808,176.48	\$ 832,359.62	\$ 71,631.20	\$ 787,796.64	\$ 889,498.43	\$ 852,133.02	\$ 886,214.59
Fixed Monthly Rate										
X 12 Months	\$ 509,429.36	\$ 764,144.04	\$ 783,247.92	\$ 806,631.48	\$ 830,830.20	\$ 71,485.98	\$ 1,094,916.78	\$ 1,236,260.40	\$ 1,282,620.00	\$ 1,333,925.16
TOTAL MAXIMUM ANNUAL COST	\$ 1,019,649.03	\$ 1,529,513.32	\$ 1,567,874.58	\$ 1,614,807.96	\$ 1,663,189.82	\$ 143,117.18	\$ 1,882,713.42	\$ 2,125,758.83	\$ 2,134,753.02	\$ 2,220,139.75
Cost per Revenue Service Hour	\$ 65.21	\$ 65.21	\$ 66.84	\$ 68.84	\$ 70.91	\$ 73.21	\$ 87.56	\$ 90.63	\$ 91.01	\$ 94.65
					Yr 6 Annualized	\$ 1,717,259.60	\$ 2,025,830.60	Adjusted Yr 6		
							\$ 308,571.00	Variance		

The below items are excluded from the above-mentioned annual not to exceed amount.

- 1 Fuel costs will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP section 3.16
- 2 Engine, transmission, or differential replacement or major overhaul, as directed by COUNTY, will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP section 3.10
- 3 CONTRACTOR shall reimburse METS volunteers at the IRS mileage rate for all miles driven under the METS program. COUNTY will reimburse CONTRACTOR for the actual amount of all mileage reimbursements made to volunteers under this subsection.
- 4 COUNTY will reimburse CONTRACTOR for the actual cost of any meals provided to METS volunteers at the quarterly METS safety meeting.
- 5 COUNTY will reimburse CONTRACTOR for the actual cost of obtaining any additional liability or workers compensation insurance related to the METS program (beyond the insurance required under Section 6.19).
- 6 For technical transit planning requested by COUNTY under Section 3.01, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A".
- 7 For mobility training as set forth in the RFP, CONTRACTOR shall be compensated at the "Fixed Hourly Rate" set forth in Proposal Form "A".
- 8 Costs and/or charges for relocation to a future facility are not covered under this Agreement and will not be reimbursed or otherwise paid by the COUNTY unless this Agreement is amended to provide for such payment.
- 9 If the COUNTY requires additional General Liability Insurance and/or Automobile Insurance liability insurance (beyond the insurance required under Section 6.19), COUNTY will reimburse CONTRACTOR for the incremental actual cost of obtaining such additional insurance.

Offeror: Paratransit Services

Address: 4810 Auto Center Way, Ste. Z

Title: President/CEO

Phone: 360-377-7176

Fax: 360-620-0449

Bremerton, WA 98367

Date:

1/7/2025

E-mail: dwb@paratransit.net

Signature:

B. Budget Breakdown

1. FIXED HOURLY RATE

Fixed Hourly Rate
Cost Elements Also Applies to
Special Services

Driver Wages	313,193	20.03	20.03	20.53	21.15	21.78	22.49	22.49	23.28	24.15	25.12
Driver Health Insurance	25,801	1.65	1.65	1.69	1.74	1.79	1.85	1.85	1.92	1.59	1.66
Driver Life Insurance	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc	inc
Vehicle Maintenance Costs											
Prev Maint Parts/Supplies	7,975	0.51	0.51	0.52	0.54	0.55	0.57	0.57	0.59	0.49	0.51
Vehicle Repair Parts/Supplies	30,179	1.93	1.93	1.98	2.04	2.10	2.17	2.17	2.24	1.87	1.94
Tires	7,662	0.49	0.49	0.50	0.52	0.53	0.55	0.55	0.57	0.47	0.49
Outside Repairs	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.15	0.16	0.13	0.14
Radio System Maint	3,753	0.24	0.24	0.25	0.26	0.27	0.28	0.28	0.29	0.23	0.24
Vehicle Cleaning	1,720	0.11	0.11	0.11	0.11	0.12	0.12	0.12	0.12	0.11	0.11
Licenses & Permits (GPPV)	2,189	0.14	0.14	0.14	0.14	0.15	0.15	0.15	0.16	0.13	0.14
Other Driver Fringes	60,984	3.90	3.90	4.00	4.12	4.24	4.38	4.38	4.54	3.78	3.93
Margin - Variable Rate	11,571	0.74	0.74	0.76	0.78	0.81	0.83	0.83	0.86	0.71	0.74
Driver Workers Comp	43,002	2.75	2.75	2.83	2.92	3.00	3.10	3.10	3.21	2.66	2.77
TOTAL:	510,218	32.63	32.63	33.45	34.46	35.49	36.64	36.64	37.92	36.33	37.78

Proposal Form A

B. Budget Breakdown

2. FIXED MONTHLY RATE

Fixed Monthly Rate
Cost Elements

2. FIXED MONTHLY RATE		Projected Forecast		0.00%	2.50%	3.00%	3.00%	3.25%	3.25%	3.50%	3.75%	4.00%
Year One 8 months-- 19/20		Average Cost Per Month Year One (2019/20)	Average Cost Per Month Year Two (2020/21)	Average Cost Per Month Year Three (2021/22)	Average Cost Per Month Year Four (2022/23)	Average Cost Per Month Year Five (2023/24)	Average Cost Per Month Year Six (June 2024)	Average Cost Per Month Year Six (7.2024/25)	Average Cost Per Month Year Seven (2025/26)	Average Cost Per Month Year Eight (2026/27)	Average Cost Per Month Year Nine (2027/28)	
Fixed Monthly Rate Cost Elements												
Project Manager Salary		49,390	6,174	6,174	6,328	6,518	6,713	6,932	6,932	7,174	7,443	7,741
Project Manager Fringes		12,637	1,580	1,580	1,619	1,668	1,718	1,773	1,773	1,836	1,904	1,981
Dispatch/Info. Staff Wages		57,426	7,178	7,178	7,358	7,578	7,806	8,059	8,059	8,342	8,654	9,001
Dispatch/Info. Staff Fringes		17,749	2,219	2,219	2,274	2,342	2,413	2,491	2,491	2,578	2,675	2,782
Clerical Staff Wages		67,357	8,420	8,420	8,630	8,889	9,156	9,453	9,453	9,784	10,151	10,557
Clerical Staff Fringes		19,598	2,450	2,450	2,511	2,586	2,664	2,750	2,750	2,847	2,953	3,072
Maint Supervisor Salary		48,819	6,102	6,102	6,255	6,443	6,636	6,852	6,852	7,091	7,357	7,652
Maint Supervisor Fringes		12,533	1,567	1,567	1,606	1,654	1,704	1,759	1,759	1,821	1,889	1,964
Mechanic Wages		37,251	4,656	4,656	4,773	4,916	5,063	5,228	5,228	5,411	5,614	5,838
Mechanic Fringes		10,444	1,306	1,306	1,338	1,378	1,420	1,466	1,466	1,517	1,574	1,637
Other Maint Wages		7,574	947	947	970	875	901	931	931	963	999	1,039

B. Budget Breakdown

Confidential

	Year One 8 months-- 19/20	Average Cost Per Month Year One (2019/20)	Average Cost Per Month Year Two (2020/21)	Average Cost Per Month Year Three (2021/22)	Average Cost Per Month Year Four (2022/23)	Average Cost Per Month Year Five (2023/24)	Average Cost Per Month Year Six (June 2024)	Average Cost Per Month Year Six (7.2024/25)	Average Cost Per Month Year Seven (2025/26)	Average Cost Per Month Year Eight (2026/27)	Average Cost Per Month Year Nine (2027/28)
Other Maint Fringes	1,371	171	171	176	200	206	213	213	220	228	237
Other Wages	0	0	0	0	0	0	0	0	0	0	0
Other Fringes	0	0	0	0	0	0	0	0	0	0	0
Hiring/Training Expenses	1,196	149	149	153	158	163	168	168	174	180	187
Safety Expenses	2,312	289	289	296	305	314	325	325	336	348	362
Building Rentals	0	0	0	0	0	0	0	0	0	0	0
Janitorial	4,577	572	572	586	604	622	642	642	665	690	717
Utilities	12,445	1,556	1,556	1,595	1,738	1,791	1,849	1,849	1,913	1,985	2,065
Telephone	7,294	912	912	935	963	992	1,024	1,024	1,060	1,099	1,143
Office Supplies	6,599	825	825	845	871	897	926	926	958	994	1,034
Insurance - Liability/Property	1,592	199	199	204	210	216	223	1,245	1,289	1,337	1,391
Insurance - Collision/Comp	42,112	5,264	5,264	5,396	5,557	5,724	5,910	32,940	34,093	35,371	36,786
Worker's Comp (Admin/Dispatch)	8,672	1,084	1,084	1,111	1,144	1,179	1,217	1,217	1,260	1,307	1,359
Insurance Fire & Casualty	460	58	58	59	61	63	65	65	67	69	72
Performance Bond	1,907	238	238	244	252	259	268	268	277	287	299
General & Administrative Support											
Senior Management	18,302	2,288	2,288	2,345	2,415	2,488	2,569	2,569	2,658	2,758	2,868
Accounting	4,840	605	605	620	639	658	679	679	703	729	759
Human Resources & Payroll	3,234	404	404	414	427	440	454	454	470	487	507
Training	2,704	338	338	346	357	368	380	380	393	408	424
Technical Services Support	2,971	371	371	381	392	404	417	417	432	448	466
Business Development Mgt	2,604	325	325	334	344	354	365	365	378	392	408
Corporate Support/Clerical	7,073	884	884	906	933	961	993	993	1,027	1,066	1,109
Non-Revenue Vehicle Expense	0	0	0	0	0	0	0	0	0	0	0
Other Expense	954	119	119	122	126	130	134	134	139	144	149
Margin - Fixed Rate	13,284	1,661	1,661	1,702	1,753	1,806	1,864	1,864	1,930	2,002	2,082
Other:											
Uniforms	2,689	336	336	345	355	366	377	377	391	405	421
Employee Welfare	4,005	501	501	513	529	544	562	562	582	604	628
Travel/Conferences	5,840	730	730	748	771	794	820	820	848	880	915
Employee Incentive Program	8,157	1,020	1,020	1,045	1,076	1,109	1,145	1,145	1,185	1,229	1,278
Office Equip Capitalization	1,039	130	130	133	137	141	146	146	151	157	163
Lift Maintenance Contract	0	0	0	0	0	0	0	0	0	0	0
Property & Use Taxes	420	52	52	54	55	57	59	59	61	63	66
Environmental Fees	0	0	0	0	0	0	0	0	0	0	0
Shop Equipment Capitalization	0	0	0	0	0	0	0	0	0	0	0
Start-Up Costs	0	0	0	0	0	0	0	0	0	0	0
TOTAL:	509,431	63,679	63,679	65,271	67,219	69,236	71,486	99,538	103,022	106,885	111,160

Offor: Paratransit Services

Address: 4810 Auto Center Way, Ste. Z
Bremerton, WA 98367

Title: President/CEO

Phone: 360-377-7176

Fax: 360-620-0449

Date: 1/7/2025

E-mail: jtw@paratransit.net

Signature: _____

Lake Transit Authority
Market Survey for Contract Option Year 5 (2024/2025)
June 24, 2024

Background

The Lake Transit Authority's (LTA) management, operations, and maintenance services for its public transit system are conducted through contracted services. In 2017, LTA completed a competitive process to procure operating and maintenance services, which was reviewed by the Caltrans Federal Transit Procurement Branch. On April 28, 2017, Lake Transit Authority entered into a contract with Paratransit Services, Inc. effective May 1, 2017 through June 30, 2020, structured with a three-year base term and five option years.

The contract, No. 71720, offered two choices if services were to be extended: (1) the percentage annual increase in the U.S. Average Consumer Price index (CPI-U) for the most recently concluded calendar year, or (2) a percentage equal to seventy percent (70%) of the percentage increase in the state minimum wage for the calendar year in which the option term will commence, whichever is higher.

For the upcoming (fifth) extension, utilizing the CPI-U increase was the higher of the two options with a 3.4% CPI-U increase for the 2023 calendar year. As such, Paratransit Services, Inc. submitted a proposal reflecting that increase as well as an additional increase to cover unexpected increases in insurance costs.

The 2017 contract and subsequent one-year extensions had the following fee structure:

Dates for which Rates are Effective	Fixed Hourly Rate	Fixed Monthly Rate	Fixed Rate per Bus Stop	Total Annual Maximum
2017/Year 1 (14 Months)	\$31.29	\$84,928.72	\$15.86	\$2,680,587.56
2018/Year 2	\$31.92	\$86,631.00	\$16.18	\$2,342,971.92
2019/Year 3	\$32.56	\$88,361.00	\$16.50	\$2,389,858.00
2020/Year 1 – Option Term	\$34.16	\$91,679.00	\$16.83	\$2,494,216.52
2021/Year 2 – Option Term	\$35.81	\$95,519.00	\$17.54	\$2,607,463.76
2022/Year 3 – Option Term	\$38.32	\$102,210.00	\$18.77	\$2,790,177.88
2023/Year 4 – Option Term	\$40.80	\$108,854.00	\$19.99	\$2,971,111.56
2024/Year 5 – Proposed	\$42.19	\$145,906.67	\$20.67	\$3,472,461.48

Analysis

Lake Transit Authority (LTA) conducted a market survey to ensure that the prices in the proposed option for FY 2024/2025 are still the best attainable. LTA reached out to several transit agencies across the state that utilize contractors to run their day-to-day operations.

LTA received data from five agencies with fleet sizes ranging between 13 and 51 vehicles. The agencies provide service throughout their respective counties. For four agencies, the fixed monthly rates range from \$31,855 and \$182,173, and the fixed hourly rates range from \$40.49 to \$52.16. The fifth agency only has a fixed hourly rate of \$94.72. For this market survey, LTA staff also contacted Paratransit Services, Inc. to request rates from some of their clients in the State of California.

Since the service areas, fleet sizes, and rates vary so much from agency to agency, LTA determined that the best metric to use for cost comparisons was cost per vehicle revenue hour (VRH). Using vehicle revenue hour data provided by the agencies, the cost/VRH ranges from \$62.90 to \$103.76 (see attached spreadsheet), with a cost of \$85.96 for LTA using the prices in the proposed option.

	Service Hours	Monthly Fixed Rate	Hourly Fixed Rate	Annual Cost	Average Cost/Vehicle Revenue Hour
Lake Transit	40,000	\$145,906.67	\$42.19	\$3,438,480.04	\$85.96
San Benito Local Transit Authority	18,969	\$31,855.00	\$42.75	\$1,193,184.75	\$62.90
Tehama Rural Area Express	23,456	\$33,140.97	\$46.58	\$1,490,272.12	\$63.53
Calaveras County	11,824	\$37,212.79	\$39.14	\$909,344.84	\$76.91
Truckee	10,512	\$33,140.97	\$46.58	\$887,340.60	\$84.41
Redding Area Bus Authority	57,220	\$182,173.00	\$46.80	\$4,863,972.00	\$85.00
Redwood Coast Transit Authority	15,925	\$1,462,831.25	\$40.49	\$1,462,831.25	\$91.86
Butte Regional Transit	94,632	\$0	\$94.72	\$8,963,543.04	\$94.72
Nevada County	18,400	\$77,880.00	\$52.16	\$1,894,304.00	\$102.95
Lassen County	11,000	\$53,366.00	\$45.54	\$1,141,332.00	\$103.76

Conclusion

Based on the market survey data, LTA believes that the prices in the proposed option in year five of the Paratransit Services Proposal are fair and reasonable and still the best attainable for our agency.

Should you have questions about the market survey conducted by Lake Transit Authority, please do not hesitate to contact me at your earliest convenience. LTA's existing contract option ends June 30, 2024, and avoiding any disruption to service in Lake County is of the utmost importance to Lake Transit Authority.

Sincerely,

Lisa Davey-Bates, Executive Director
Lake Transit Authority

/ldb

23-24 TEHAMA INSURANCE BREAKOUT

Carrier	Coverage	Coverage Amount	Premium
NPIP	Auto Liability, Auto Physical Damage	\$5M	\$ 123,140
	Taxes, Fees, Finance Charge %		\$ 3,671
General Star	Excess Liability (Auto)	\$5M	\$ 57,500
	Taxes and Fees		\$ 3,829
	SUBTOTAL AUTO		\$ 188,140
Kinsale	Excess Liability (GL)	\$10M x \$5M	\$ 25,000
	Taxes and Fees		\$ 1,678
Landmark American Insurance	Excess Liability (GL)	\$5M x \$15M	\$ 15,000
	Taxes and Fees		\$ 1,102
NPIP - American Alternative Ins	NPIP Property, Equip, DIC (Tehama 16.81%)		\$ 24,670
	NPIP GL, Crime (Tehama 3.70%)		\$ 909
	SUBTOTAL GL AND OTHER		\$ 68,359
	GRAND TOTAL		\$ 256,498

includes auto liability, comp, coll, non owned, UIM

(A) + (B)

Allocated based on SOV. Includes taxes and fees
Allocated based on Sq Ft. Includes taxes and fees

Per Cost Proposal \$ 330,882.82 Current total x 29%

Auto Breakout
(Excess included
in premium)

Veh Nbr	VIN	YR	Veh Description	Total Vehicle Premium	Current Vehicle Use	Current Vehicle Count
06	1FAFP5528YG144451	2000	Ford Taurus	\$ 3,188	Admin	1
RB-1	1GBDV13W28D151438	2008	Chevy Uplander	\$ 3,188	Admin	1
SV-4	1G1AD5F50A7163323	2010	Chevy Colbalt 4 Door	\$ 3,188	Admin	1
SV-2	1B7HC13Y71J555301	2001	Dodge Ram 1500 Pick Up Truck	\$ 3,188	Shop	1
971	1FDFE4FSXJDC07562	2018	Ford E450	\$ 1,757	Backup	1
972	1FDFE4FS0JDC07568	2018	Ford E450	\$ 1,757	Backup	1
973	1FDFE4FS4JDC41626	2018	Ford E-450 Glaval	\$ 1,688	Backup	1
968	1FDFE4FS4HDC10211	2016	Ford E450	\$ 4,437	Full OPS	1
974	1FDFE4FS4JDC41609	2018	Ford E-450 Glaval	\$ 11,288	Full OPS	1
975	1FDFE4FS4KDC68987	2020	Ford E450	\$ 11,787	Full OPS	1
976	1FDFE4FS4KDC68990	2020	Ford E450	\$ 11,787	Full OPS	1
977	1FDES6PG8LKB31820	2020	Ford Transit T-350 HD	\$ 3,789	Full OPS	1
978	1FDES6PG1LKB31822	2020	Ford Transit T-350 HD	\$ 3,789	Full OPS	1
979	1FDES6PG6LKB31816	2020	Ford Transit T-350 HD	\$ 11,541	Full OPS	1
980	4UZA2RFDXMCMT5275	2021	Freightliner S2C	\$ 12,759	Full OPS	1
981	1FDVU4XG3NKA23994	2022	Ford Transit 350 EL	\$ 5,156	Full OPS	1
T-1	1F66F5DN8L0A04896	2020	Ford Super Duty DRW F53 (Trolly Bus)	\$ 13,734	Full OPS	1
T-2	1F66F5DN3L0A04899	2020	Ford Super Duty DRW F53	\$ 13,734	Full OPS	1
970	2C7WDGBG0HR838633	2017	Dodge Grand Caravan	\$ -	OS NOT PERM	0
966	1FDFE4FS6EDA60470	2014	Ford E-450	\$ -	OS NOT PERM	0
RB-2	1GBDV13W78D151905	2008	Chevy Uplander	\$ -	OS PERM	0
				\$ 121,753		18

Non Owned	\$ 61
UIM	\$ 1,326
Finance Fees	\$ 3,671
SUBTOTAL	\$ 126,811
Excess + Tax, Fees	\$ 61,329
GRAND TOTAL	\$ 188,140

(A) + (B)

OTHER EXCESS



20 South King Street
Leesburg, VA 20175

Phone: (703)777-2341
Web Address www.ahtins.com

Invoice # 141228	Page 1 of 1
Account Number	Date
PARASER-01	6/5/2023
BALANCE DUE ON	
6/5/2023	
AMOUNT PAID	Amount Due

Paratransit Services
4810 Auto Center Way, Suite Z
Bremerton, WA 98312

See below
for payment options

Paratransit Services

Excess Liability		PolicyNumber: 0100102634-4		Effective 6/1/2023 to 6/1/2024	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2842328	6/1/2023	6/5/2023	RENB	Renewal of Commercial Excess - Red Bluff 10x5 Effective 6	\$25,000.00
2842329	6/1/2023	6/5/2023	CFEE	Company Taxes & Fees for Commercial Excess - Red Bluff	\$1,677.95

Cyber Liability		PolicyNumber: D98218907		Effective 6/1/2023 to 6/1/2024	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2842323	6/1/2023	6/5/2023	RENB	Renewal of Cyber Liability Effective 6/1/2023	

Excess Liability		PolicyNumber: IXG932272D		Effective 6/1/2023 to 6/1/2024	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2842334	6/1/2023	6/5/2023	RENB	Renewal of Excess Auto (Red Bluff) 5x5 Effective 6/1/2023	\$57,500.00
2842335	6/1/2023	6/5/2023	CFEE	Company Taxes & Fees for Excess Auto (Red Bluff) 5x5	\$3,828.50

Excess Liability		PolicyNumber: LHA102652		Effective 6/1/2023 to 6/1/2024	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2842330	6/1/2023	6/5/2023	RENB	Renewal of Commercial Excess - Red Bluff 5x15 Effective 6	\$15,000.00
2842331	6/1/2023	6/5/2023	CFEE	Company Taxes & Fees for Commercial Excess - Red Bluff	\$1,102.00

Commercial Package		PolicyNumber: N1-A2-RL-0000013-14		Effective 6/1/2023 to 6/1/2024	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2842321	6/1/2023	6/5/2023	RENB	Renewal of Commercial Package Effective 6/1/2023	

Total Invoice Balance:

Payment Options



ONLINE - Credit Card and ACH
3-5 Business days to process
<https://ahtins.epaypolicy.com/>

NEW



MAIL - Checks
Make checks payable to:
20 South King Street
Leesburg, VA 20175



TRANSFERS - Wire
Same-day processing
Contact your Account Manager for details

**Paratransit Services
Insurance Program Renewal - Selected Coverages
June 1, 2023 - June 1, 2024**

Coverage	2023 - 2024		Total	Tehama Allocation
		Premium		
Property	\$	91,906		
DIC	\$	51,266		
Equipment Breakdown	\$	3,587	\$ 146,760	\$ 24,670 * (E)
General Liability	\$	17,876		
Crime	\$	6,679	\$ 24,555	\$ 909 ** (F)

(E) * Prop/DIC/Equip is allocated by the Statement of Values for each site. For Tehama, the percentage of the SOV is 16.81%.
 $\$146,760 * 16.81\% = \$24,670$

(F) ** GL/Crime is allocated by square footage. For Tehama, the percentage of square footage is 3.70%.
 $\$24,555 * 3.70\% = \909

Coverage	Major Coverage	Policy Year	Event Date	Date Closed	Site	Accident City	Accident State	Event Description	Pool Paid	Member Deductible / Collection	Pool Reserve Balance	Pool Incurred Sum	Reinsurance Paid	Reinsurance Incurred	Grand Total	Ground Up Total
Physical Damage - Collision	Property	2019-2020	1/7/2020	1/17/2024	Red Bluff	Gerber	California	OV hit IV	\$41,640	\$0	\$0	\$41,640	\$0	\$0	\$41,640	\$41,640
Under Insured and Uninsured Motorist	Business Auto	2019-2020	1/7/2020	8/3/2022	Red Bluff	Red Bluff	California	OV hit IV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Under Insured and Uninsured Motorist	Business Auto	2019-2020	1/7/2020	11/22/2023	Red Bluff	Red Bluff	California	OV hit IV	\$759	\$0	\$0	\$759	\$255,000	\$255,000	\$255,759	\$255,759
Under Insured and Uninsured Motorist	Business Auto	2019-2020	1/7/2020	6/30/2023	Red Bluff	Red Bluff	California	OV hit IV	\$759	\$0	\$0	\$759	\$7,500	\$7,500	\$8,259	\$8,259
Under Insured and Uninsured Motorist	Business Auto	2019-2020	1/7/2020	5/15/2024	Red Bluff	Red Bluff	California	OV hit IV	\$6,942	\$0	\$0	\$6,942	\$168,101	\$168,101	\$175,043	\$175,043
Under Insured and Uninsured Motorist	Business Auto	2019-2020	1/7/2020	10/17/2023	Red Bluff	Red Bluff	California	OV hit IV	\$0	\$0	\$0	\$0	\$190,759	\$190,759	\$190,759	\$190,759
Auto Liability	Business Auto	2020-2021	6/13/2020	7/28/2020	Red Bluff	Red Bluff	California	IV backed into OV	\$1,333	\$1,333	\$0	\$0	\$0	\$0	\$1,333	\$1,333
Physical Damage - Collision	Property	2020-2021	6/13/2020	6/29/2020	Red Bluff	Red Bluff	California	IV backed into OV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Physical Damage - Collision	Property	2020-2021	6/18/2020	12/1/2020	Red Bluff	Red Bluff	California	OV rear-ended IV	\$557	\$0	\$0	\$557	\$0	\$0	\$557	\$557
Physical Damage - Collision	Property	2020-2021	7/13/2020	11/2/2020	Red Bluff	Corning	California	IV hit concrete light pole	\$20,215	\$2,222	\$0	\$17,994	\$0	\$0	\$17,994	\$20,215
Auto Liability	Business Auto	2020-2021	9/11/2020	4/28/2021	Red Bluff	Red Bluff	California	IV backed into OV	\$3,204	\$2,500	\$0	\$704	\$0	\$0	\$704	\$3,204
Physical Damage - Collision	Property	2020-2021	9/11/2020	1/25/2021	Red Bluff	Red Bluff	California	IV backed into OV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Liability	General Liability	2020-2021	2/13/2021	7/18/2022	Red Bluff	Red Bluff	California	Rider upset about the questioning of coffee	\$3,450	\$0	\$0	\$3,450	\$0	\$0	\$3,450	\$3,450
Physical Damage - Collision	Property	2020-2021	3/12/2021	6/3/2021	Red Bluff	Red Bluff	California	IV hit cement end cap	\$9,166	\$2,500	\$0	\$6,666	\$0	\$0	\$6,666	\$9,166
Property	Property	2021-2022	6/21/2021	9/8/2021	Red Bluff	Red Bluff	California	Theft	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Auto Liability	Business Auto	2021-2022	8/16/2021	8/25/2021	Red Bluff	Corning	California	IV's mirror hit OV's mirror	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property	Property	2021-2022	8/16/2021	6/2/2022	Red Bluff	Corning	California	IV's mirror hit OV's mirror	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property	Property	2021-2022	9/24/2021	2/25/2022	Red Bluff	Red Bluff	California	Theft of IV	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property	Property	2021-2022	10/5/2021	11/16/2021	Red Bluff	Red Bluff	California	Theft	\$2,757	\$2,500	\$0	\$257	\$0	\$0	\$257	\$2,757
Auto Liability	Business Auto	2021-2022	12/8/2021	7/22/2022	Red Bluff	Red Bluff	California	Claimant tipped over in wheelchair	\$759	\$759	\$0	\$0	\$0	\$0	\$0	\$759
Auto Liability	Business Auto	2021-2022	2/16/2022	11/3/2022	Red Bluff	Red Bluff	California	Claimant fell out of seat on IV	\$1,509	\$1,509	\$0	\$0	\$0	\$0	\$0	\$1,509
Auto Liability	Business Auto	2021-2022	2/22/2022	4/3/2023	Red Bluff	Red Bluff	California	Claimant injured on IV	\$759	\$0	\$0	\$759	\$0	\$0	\$759	\$759
Property	Property	2022-2023	7/23/2022	4/5/2023	Red Bluff	Red Bluff	California	OV hit IV	\$4,484	\$2,500	\$0	\$1,984	\$0	\$0	\$1,984	\$4,484
Auto Liability	Business Auto	2022-2023	1/18/2023	9/19/2023	Red Bluff	Red Bluff	California	IV hit OV	\$424	\$0	\$0	\$424	\$0	\$0	\$424	\$424
Auto Liability	Business Auto	2022-2023	5/3/2023	11/2/2023	Red Bluff	Cottonwood	California	OV hit IV	\$2,500	\$100	\$0	\$2,400	\$0	\$0	\$2,400	\$2,500
Property	Property	2022-2023	5/3/2023	11/22/2023	Red Bluff	Cottonwood	California	OV hit IV	\$17,147	\$2,500	\$0	\$14,647	\$0	\$0	\$14,647	\$17,147
Auto Liability	Business Auto	2023-2024	6/6/2023		Red Bluff	Red Bluff	California	Passenger fell from seat after hard brake	\$759	\$0	\$24,241	\$25,000	\$0	\$0	\$25,000	\$25,000
Property	Property	2023-2024	7/5/2023	10/3/2023	Red Bluff	Red Bluff	California	IV hit concrete guard	\$7,190	\$2,500	\$0	\$4,690	\$0	\$0	\$4,690	\$7,190
									\$126,312	\$20,922	\$24,241	\$129,630	\$621,360	\$621,360	\$752,323	\$771,913

Tehama County comparison for policy years 2022-23 thru 2024-25

Location	Vehicle #	VIN	Year	Description	Seating	2022-2023 Auto Premium 06/01/22 Policy Start	2023-2024 Auto Premium 06/01/23 Policy Start	2024-2025 Auto Premium 06/01/24 Policy Start
Tehama	6	1FAFP5528YG144451	2000	Ford Taurus	5	2,690	3,188	4,586
Tehama	968	1FDFE4F54HDC10211	2016	Ford E450	11+2	3,259	4,437	7,431
Tehama	970	2C7WDGBG0HR88633	2017	Dodge Grand Caravan	4+2	3,185	74	4,638
Tehama	971	1FDFE4FSXJDC07562	2018	Ford E450	15+2	1,069	1,757	2,583
Tehama	972	1FDFE4FS0JDC07568	2018	Ford E450	15+2	1,069	1,757	2,691
Tehama	973	1FDFE4FS4JDC41626	2018	Ford E-450 Glaval	16+2	1,034	1,688	2,512
Tehama	974	1FDFE4FS4JDC41609	2018	Ford E-450 Glaval	16+2	8,512	11,288	19,324
Tehama	975	1FDFE4FS4KDC68987	2020	Ford E450	15+2	8,735	11,787	19,989
Tehama	976	1FDFE4FS4KDC68990	2020	Ford E450	15+2	8,735	11,787	19,989
Tehama	977	1FDES6PG8LK831820	2020	Ford Transit T-350 HD	8	3,356	3,789	5,187
Tehama	978	1FDES6PG1LK831822	2020	Ford Transit T-350 HD	8	3,356	3,789	5,187
Tehama	979	1FDES6PG6LK831816	2020	Ford Transit T-350 HD	10+1	8,616	11,541	19,697
Tehama	980	4UZADRFDXMCMT5275	2021	Freightliner S2C	22+2	6,271	12,759	21,159
Tehama	981	1FDVU4XG3NKA23994	2022	Ford Transit 350 EL	9+2	1,119	5,156	7,905
Tehama	RB-1	1GBDV13W28D151438	2008	Chevy Uplander	3+1	584	3,188	4,586
Tehama	RB-2	1GBDV13W78D151905	2008	Chevy Uplander	3+1	-	74	-
Tehama	SO-1	1FAFP52U92G175270	2002	Ford Taurus	2	2,177	-	-
Tehama	SV-2	1B7HC13Y71J555301	2001	Dodge Ram 1500 Pick Up Truck	5	1,835	3,188	4,586
Tehama	SV-4	1G1AD5F50A7163323	2010	Chevy Colbalt 4 Door	5	2,690	3,188	4,586
Tehama	T-1	1F66F5DN8L0A04896	2020	Ford Super Duty DRW F53 (Trolley Bus)	24	9,679	13,734	22,307
Tehama	T-2	1F66F5DN3L0A04899	2020	Ford Super Duty DRW F53	24	9,679	13,734	22,307
Tehama	966	1FDFE4FS6EDA60470	2014	Ford E-450	15+2	-	74	-
				Non-Owned		64	61	77
				UIM		1,258	1,326	3,334
				Finance Fees		1,757	3,671	9,958
				Excess Auto		53,092	61,329	134,466
				Statement of Values (Property)		2,397	3,284	5,246
				DIC		1,559	1,896	3,003
				Equipment Breakdown		109	133	181
				Primary General Liability		92,501	4,263	7,791
				Excess GL		26,418	42,780	42,372
				Equipment and Tools		1,400	1,221	1,983
				Crime		120	247	387
Grand Total						268,325	242,185	410,048
Percentage Difference						-10%		
69%								

Allocated

# RFP/Contract Vehicles	16	16	16
# non RFP/Contract Vehicles	2	2	2
Vehicle Status	11 OPS 3 BU 3 ADMIN 1 SHOP	11 OPS 3 BU 3 ADMIN 1 SHOP	11 OPS 3 BU 3 ADMIN 1 SHOP
at 06/01 Policy Start			
# Insured Vehicles	18	18	18

Paratransit Services Insurance Program Renewal Comparison

(Tehama County Only)

Coverage	2022 - 2023 Premium	2023 - 2024 Premium	2024 - 2025 Premium
Auto Liability	\$ 87,649	\$ 121,974	\$ 201,251
XS AL	\$ 53,092	\$ 61,329	\$ 134,466
UIM	\$ 1,258	\$ 1,326	\$ 3,334
Non-owned	\$ 64	\$ 61	\$ 77
Finance fees	\$ 1,757	\$ 3,671	\$ 9,958
Total Auto	\$ 143,820	\$ 188,361	\$ 349,086
Property	\$ 2,397	\$ 3,284	\$ 5,246
Equipment and Tools	\$ 1,400	\$ 1,221	\$ 1,983
DIC	\$ 1,559	\$ 1,896	\$ 3,003
Equipment Breakdown	\$ 109	\$ 133	\$ 181
General Liability	\$ 92,501	\$ 4,263	\$ 7,791
XS GL	\$ 26,418	\$ 42,780	\$ 42,372
Crime	\$ 120	\$ 247	\$ 387
Total	\$ 268,324	\$ 242,185	\$ 410,049

(A) }
 (B) }
 (C) }
 } Allocated

A

2022-2023

VehNum	VIN	YR	Veh Description	Nmbr Pass	Total Vehicle Premium*
RB-1	1GBDV13W28D151438	2008	Chevy Uplander	3+1	584
SV-4	1G1AD5F50A7163323	2010	Chevy Colbalt 4 Door	5	2,690
06	1FAPF5528YG144451	2000	Ford Taurus	5	2,690
SV-2	1B7HC13Y71J555301	2001	Dodge Ram 1500 Pick Up Truck	5	1,835
973	1FDFE4FS4JDC41626	2018	Ford E-450 Glaval	16+2	1,034
971	1FDFE4FS4JDC07562	2018	Ford E450	15+2	1,069
972	1FDFE4FS0JDC07568	2018	Ford E450	15+2	1,069
968	1FDFE4FS4HDC10211	2016	Ford E450	11+2	3,259
970	2C7WDG8G0HR838633	2017	Dodge Grand Caravan	4+2	3,185
981	1FDVU4XG3NKA23994	2022	Ford Transit T-350 HD	9+2	1,119
977	1FDES6PG8LKB31820	2020	Ford Transit T-350 HD	8	3,356
978	1FDES6PG1LKB31822	2020	Ford Transit T-350 HD	8	3,356
974	1FDFE4FS4JDC41609	2018	Ford E-450 Glaval	16+2	8,512
979	1FDES6PG6LKB31816	2020	Ford Transit T-350 HD	10+1	8,616
975	1FDFE4FS4KDC68987	2020	Ford E450	15+2	8,735
976	1FDFE4FS4KDC68990	2020	Ford E450	15+2	8,735
T-1	1F66F5DN8L0A04896	2020	Ford Super Duty DRW F53 (Trolley Bus)	24	9,679
T-2	1F66F5DN3L0A04899	2020	Ford Super Duty DRW F53	24	9,679
SO-1	1FAPF52U92G175270	2002	Ford Taurus	5	2,177
980	4UZADRFDXMCMT5275	2021	Freightliner S2C	22+2	6,271
					87,649

Vehicle Premium	87,649
Excess Veh Liability	53,092
UIM Premium	1,258
Non-Owned Auto Liability	64
Finance Fees	1,757
Total Auto Premium	143,820

*Includes Comp and Collision

(A)
2023-2024

VehNum	VIN	YR	Veh Description	Nmbr Pass	Total Vehicle Premium*
06	1FAPP5528YG144451	2000	Ford Taurus	5	3,188
RB-1	1GBDV13W28D151438	2008	Chevy Uplander	3+1	3,188
SV-4	1G1AD5F50A7163323	2010	Chevy Cobalt 4 Door	5	3,188
SV-2	1B7HC13Y71J555301	2001	Dodge Ram 1500 Pick Up Truck	5	3,188
971	1FDFE4FSXJDC07562	2018	Ford E450	15+2	1,757
972	1FDFE4FS0JDC07568	2018	Ford E450	15+2	1,757
973	1FDFE4FS4JDC41626	2018	Ford E-450 Glaval	16+2	1,688
968	1FDFE4FS4HDC10211	2016	Ford E450	11+2	4,437
974	1FDFE4FS4JDC41609	2018	Ford E-450 Glaval	16+2	11,288
975	1FDFE4FS4KDC68987	2020	Ford E450	15+2	11,787
976	1FDFE4FS4KDC68990	2020	Ford E450	15+2	11,787
977	1FDES6PG8LKB31820	2020	Ford Transit T-350 HD	8	3,789
978	1FDES6PG1LKB31822	2020	Ford Transit T-350 HD	8	3,789
979	1FDES6PG6LKB31816	2020	Ford Transit T-350 HD	10+1	11,541
980	4UZADRFDXMCM75275	2021	Freightliner S2C	22+2	12,759
981	1FDVU4XG3NKA23994	2022	Ford Transit 350 EL	9+2	5,156
T-1	1F66F5DN8LOA04896	2020	Ford Super Duty DRW F53 (Trolley Bus)	24	13,734
T-2	1F66F5DN3LOA04899	2020	Ford Super Duty DRW F53	24	13,734
970	2C7WDGBG0HR838633	2017	Dodge Grand Caravan	4+2	74
966	1FDFE4FS6EDA60470	2014	Ford E-450	15+2	74
RB-2	1GBDV13W78D151905	2008	Chevy Uplander	3+1	74
					121,974

*Includes Comp and Collision

Vehicle Premium	121,974
Excess Veh Liability	61,329
UIM Premium	1,326
Non-Owned Auto Liability	61
Finance Fees	3,671
Total Auto Premium	188,361

A

2024-2025

VehNum	VIN	YR	Veh Description	Nmbr Pass	Total Vehicle Premium*
06	1FAPF5528YG144451	2000	Ford Taurus	5	4,586
970	2C7WDGBGOHR838633	2017	Dodge Grand Caravan	4+2	4,638
968	1FDFE4FS4HDC10211	2016	Ford E450	11+2	7,431
971	1FDFE4FSXJDC07562	2018	Ford E450	15+2	2,583
972	1FDFE4FS0JDC07568	2018	Ford E450	15+2	2,691
973	1FDFE4FS4JDC41626	2018	Ford E-450 Glaval	16+2	2,512
974	1FDFE4FS4JDC41609	2018	Ford E-450 Glaval	16+2	19,324
975	1FDFE4FS4KDC68987	2020	Ford E450	15+2	19,989
976	1FDFE4FS4KDC68990	2020	Ford E450	15+2	19,989
977	1FDES6PG8LKB31820	2020	Ford Transit T-350 HD	8	5,187
978	1FDES6PG1LKB31822	2020	Ford Transit T-350 HD	8	5,187
979	1FDES6PG6LKB31816	2020	Ford Transit T-350 HD	10+1	19,697
980	4UZADRFDXMCMT5275	2021	Freightliner S2C	22+2	21,159
981	1FDVU4XG3NKA23994	2022	Ford Transit 350 EL	9+2	7,905
SV-2	1B7HC13Y71J555301	2001	Dodge Ram 1500 Pick Up Truck	5	4,586
SV-4	1G1AD5F50A7163323	2010	Chevy Colbalt 4 Door	5	4,586
T-1	1F66F5DN8L0A04896	2020	Ford Super Duty DRW F53 (Trolley Bus)	24	22,307
T-2	1F66F5DN3L0A04899	2020	Ford Super Duty DRW F53	24	22,307
RB-1	1GBDV13W28D151438	2008	Chevy Uplander	3+1	4,586
					201,251

Vehicle Premium	201,251
Excess Veh Liability	134,466
UIM Premium	3,334
Non-Owned Auto Liability	77
Finance Fees	9,958
Total Auto Premium	349,086

*Includes Comp and Collision

Statement of Values

Site	Property	DIC	Equipment Breakdown	General Liability	Excess GL	Total Premium
Red Bluff	\$813.87	\$529.50	\$37.05	\$63,069.18		\$64,449.61
Red Bluff	\$1,582.93	\$1,029.85	\$72.06	\$29,432.15	\$26,418.38	\$58,535.38
	\$2,396.81	\$1,559.36	\$109.12	\$92,501.33	\$26,418.38	\$122,984.99

B

2022-2023

Statement of Values

Site	Property	DIC	Equipment Breakdown	General Liability	Excess GL	Total Premium
Red Bluff	\$1,028.65	\$655.66	\$45.88	\$2,906.74		\$4,636.93
Red Bluff	\$2,255.28	\$1,240.21	\$86.78	\$1,356.48	\$42,779.95	\$47,718.70
	\$3,283.93	\$1,895.87	\$132.66	\$4,263.22	\$42,779.95	\$52,355.63

(B)

2023-2024

Statement of Values

Site	Property	DIC	Equipment Breakdown	General Liability	Excess GL	Total Premium
Red Bluff	\$1,649.99	\$1,042.40	\$62.77	\$5,311.70	\$0.00	\$8,066.85
Red Bluff	\$3,596.27	\$1,960.15	\$118.03	\$2,478.79	\$42,371.51	\$50,524.75
	\$5,246.26	\$3,002.55	\$180.79	\$7,790.50	\$42,371.51	\$58,591.60

(B)

2024-2025

Equipment-Tools

Year	Location	Description	Serial #	ACV	Premium
22-23	Red Bluff	Shop Tools & Equipment (Red Bluff)		\$122,740.00	\$804.38
22-23	Red Bluff	Tools - Daryl Baker (Red Bluff)		\$53,648.00	\$351.58
22-23	Red Bluff	Tools - Troy Minich (Red Bluff)		\$37,250.00	\$244.12

\$213,638.00 \$1,400.08

(C)
2022-2023

Equipment-Tools

Year	Location	Description	Serial #	ACV	Premium
23-24	Red Bluff	Shop Tools & Equipment (Red Bluff)		\$100,005.00	\$689.28
23-24	Red Bluff	Tools - Daryl Baker (Red Bluff)		\$45,870.00	\$316.16
23-24	Red Bluff	Tools - Troy Minich (Red Bluff)		\$31,250.00	\$215.39
				\$177,125.00	\$1,220.83

C
2023-2024

Equipment-Tools

Year	Location	Description	Serial #	ACV	Premium
24-25	Red Bluff	Shop Tools & Equipment (Red Bluff)		\$120,002.00	\$1,089.86
24-25	Red Bluff	Tools - Daryl Baker (Red Bluff)		\$52,400.15	\$475.90
24-25	Red Bluff	Tools - Troy Minich (Red Bluff)		\$45,979.00	\$417.58
				\$218,381.15	\$1,983.34

©
2024-2025

State of the Insurance Market

**2025 Initial Outlook and 2024 Wrap-Up:
Rate Forecast**

RATE FORECAST



Industries - Rate Forecast

Aviation	-	Flat to +15%
Cannabis: Directors & Officers Insurance	-	Flat to +5%
Cannabis: All Other Lines	↑	+10% to +20%
Education: Student Health	-	Flat to +5%
Entertainment: Film/TV	-	Flat to +5%
Entertainment: Broadway/Theater	-	Flat to +5%
Fine Art	-	Flat to +5%
Fine Art: High Risk	↑	+15% to +20%
Healthcare: Management Liability	-	Flat to +10%
Healthcare: Managed Care E&O	↑	+10% to +15%
Healthcare: Managed Care, Accident, & Health Reinsurance	↑	+8% to +20%
Healthcare: Physician Medical Malpractice	↑	+5% to +20%
Healthcare: Excess Liability	↑	+10% to +15%
Healthcare: Property/Non-CAT Exposures	-	Flat/as expiring to +7%
Healthcare: Auto	-	Flat to +5%
Healthcare: Workers' Compensation	-	Flat to +5%
Healthcare: Primary Professional Liability	↑	+10% to +15%
Marine: Marinas & Marine Business	↑	+12% to +18%
Marine: Yacht Clubs & Sailing Orgs.	↑	+12% to +18%
Marine: Marine Cargo	↓	-4% to -7.5% *
Marine: Marine Inventory	-	Minimal increases for All Risks **

*With exceptions based on type of products shipped, loss history etc.

**5% increase and higher for certain CAT areas

RATE FORECAST



Industries - Rate Forecast

Marine: Ocean Marine & Blue Water: Ocean Hull	↓	-2.5%
Marine: Ocean Marine & Blue Water: Protection and indemnity (P&I)	↑	+5%
Marine: Coastal Marine & Brown Water Marine: Hull	-	Flat to +5%
Marine: Coastal Marine & Brown Water Marine: P&I	↑	+5% to +7%
Marine: Coastal Marine & Brown Water Marine: Marine Liabilities	-	Flat to +3%
Marine: Coastal Marine & Brown Water Marine: Marine Excess	↑	+7% to +15%
Nonprofit and Human Services: Property - Average Risk	↑	+10% to +25%
Nonprofit and Human Services: Auto	↑	+5% to +25%
Nonprofit and Human Services: General Liability	↑	+3% to +25%
Nonprofit and Human Services: Abuse and Professional	↑	+15% to +20%
Nonprofit and Human Services: Umbrella	↑	+20%
Nonprofit and Human Services: Cyber	-	Flat
Nonprofit and Human Services: Management Liability	-	Flat to +10%
Private Equity: D&O Private	-	-10% to flat
Private Equity: D&O Public	-	-10% to flat
Private Equity: General Partnership Liability (D&O/E&O for PE/VC)	-	-5% to flat
Professional Services: Architects & Engineers	-	-5% to +5%
Professional Services: Law Firms	-	-5% to +5%
Real Estate: Property: Soft Occupancies (office, retail, & other well protected risk)	-	-15% to +5%
Real Estate: Property: Tough Occupancies/Non-CAT	-	Flat to +10%

RATE FORECAST



Industries - Rate Forecast

Real Estate: Property: Tough Occupancies/CAT-Exposed	↑	+5% or greater
Real Estate: Liability: General Liability	-	Flat to +10%
Real Estate: Liability: Auto	↑	+5% to +10%
Real Estate: Liability: Umbrella	↑	+5% to +15%
Real Estate: Liability: Excess Liability	↑	+5% to +15%
Real Estate: Liability: Workers' Compensation	-	Stable
Relocation	↑	+4% to +6%
Transportation: Auto Liability	↑	+10% to +20%
Transportation: Physical Damage	↑	+20% to +25% *
Transportation: Umbrella Liability	↑	+10% to +30% **
Waste and Recycling: Auto	↑	+10% to +40%
Waste and Recycling: Excess	↑	+10% to +40%
Waste and Recycling: Property	↑	+10% to +75%

*However, we are seeing increased deductibles to reduce the rate increase.

**Mainly following the primary auto increase.

RATE FORECAST



Business Solutions - Rate Forecast

Casualty: Auto	↑	+5% to +25%
Casualty: Workers' Compensation	-	Flat to +5%
Casualty: General Liability	↑	+4% to +10%
Casualty: Umbrella	↑	+5% to +35%
Cyber: Entities with Good Controls	↓	-5% to -10%
Cyber: Entities with Layered Cyber Controls	↓	-20%
Environmental	-	-5% to +5% *
Management Liability: Private Company – Primary	↓	-5% to -15%
Management Liability: Private Company – Excess	↓	-10% to -30%
Management Liability: Public Company – Primary	-	-10% to Flat
Management Liability: Public Company – Excess	↓	-10% to -30%
Management Liability: Financial Institutions – Primary	-	-5% to Flat
Management Liability: Financial Institutions – Excess	↓	-5% to -15%
Management Liability: Employment Practices – Primary	-	-10% to Flat
Management Liability: Employment Practices – Excess	↓	-10% to -20%
Management Liability: Fiduciary Liability – Primary	-	-10% to Flat
Management Liability: Fiduciary Liability – Excess	↓	-10% to -20%
Property: High Quality Risk/No/Limited CAT/Favorable Loss History	-	-5% to +5%
Property: Poor Quality Risk/CAT/Unfavorable Loss History	↑	+15% to +25% or more
Surety Bonds: Contract	-	Flat
Surety Bonds: Commercial	-	Flat to +2%

*Market remains soft and extremely competitive on new placements. Renewals can expect on average -5% to +5% based upon policy term and complexity of risk.

RATE FORECAST



Employee Benefits - Forecasted Average Trend Rates

Medical	↑	+7% to +11% *
Prescription Drugs, Retail	↑	+9% to +10.5%
Prescription Drugs, Specialty	↑	+14% to +16.5%
Stop Loss Premium, Leveraged Trend	↑	+16% to +19%

*Trend will vary regionally based on the healthcare delivery system and funding mechanism.

Private Client Services - Rate Forecast

Private Client Services: Property	↑	+10% to +50%
Private Client Services: Excess Liability	↑	+10% or more
Private Client Services: Personal Auto	↑	+12% to +15%
Private Client Services: Marine/Yachts	↑	+10% to +25%



RISK

strategies

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The State of the Insurance Market: What's in Store for 2025

With a new year around the corner, Risk Strategies takes a deeper look at the trends, insights and opportunities available for the insurers and their clients.

By: [Risk Strategies](#) | October 30, 2024



The market is always changing. As Q4 2024 comes to an end, it's high time insurance professionals start thinking about what the upcoming year has in store, both in terms of challenges and in opportunities.

This proactive approach can set up any business for success.

“Proactive risk management and strategic planning are at the core of fostering business resilience,” said John Scroope, National Director of Retail Operations, Risk Strategies.

“Looking at what experts in specialty practices and product lines have to say about the market challenges, certain lines and their stability moving forward, aids clients in staying ahead of risk.”

Risk Strategies has released its State of the Insurance Market report, wrapping up some of the key trends of 2024 and providing a look into 2025.

Below is an overview of the report, highlighting key insights into individual sectors and top considerations for insurance professionals moving forward.

Key Observations



John Scroope, National Director of Retail Operations, Risk Strategies

Perhaps most notably, the report reviewed market challenges being faced by each industry. It's no surprise that catastrophic property loss and auto lines bring considerable challenge to the market as historic loss levels continued to plague 2024.

"This situation affects the availability of insurance and affordability for clients," said Scroope.

Catastrophic events have also been linked to inflation and rising costs, including interest rates and supply chain issues, which further impact overall insurance costs.

There is a silver lining, however, as we move into 2025.

"Despite challenges, some insurance lines such as management liability, cyber and workers' compensation remain stable," said Scroope. "These areas have adequate capacity and consistent rates, particularly for organizations with effective risk management strategies in place and good risk profiles."

Many factors impact risk. Medical costs and claims are one of them.

The Risk Strategies report noted an upward trend in claims costs, driven by economic factors and social inflation — which are further driven by higher litigation costs and nuclear verdicts.

“Employers also face rising medical expenses, which affect employee benefits programs and require more customized approaches,” Scroope said.

Highlights by Industry

The report took a deeper look at different industries’ market conditions, coverage considerations and rate forecasts. From agriculture to transportation, fine art to health care, the report provides insurance professionals with a good look at current trends and some things to prepare for in 2025.

In **agriculture**, profit margins continue to narrow for the second year in a row, diminishing returns in ag production. Looking ahead into 2025, it’s clear that insurance agents must be qualified and equipped to properly value all insurance and farm bill options.

Aviation has seen dramatic changes over the last several years, though rates are stable today. This has allowed for more capacity broader coverage and increased limits—all good news for the space.

“While rates continue to stabilize, the aviation underwriting market is becoming more competitive ... with more competition, there is more capacity and lucrative opportunities for newcomers in the aerospace industry,” per the report.

In terms of **higher education**, the report predicts the major business and insurance issues of 2024 will continue to impact institutions into 2025.

Financial stability, demographic shifts, a leadership/talent crisis and technology impact higher ed insurance. Not to mention student health insurance — which have had rate increases of around 5% over the past three years.

Student wellbeing remains a top priority as universities grapple with managing health plan costs. Many schools struggle to place adequate coverage within their liability programs for both abuse and traumatic brain injury.

Captives, consortiums and other alternative risk financing options continue to grow in popularity as universities seek more control over their risk financing.

In general **health care**, M&As continue to remain at a record high, with 31 announced hospital mergers in the first half of 2024. The sector is also facing high levels of staffing burnout and shortages, leading to facilities enhancing their benefits to aid and maintain their workforce.

“The **real estate** space (including office, industrial, retail, habitational, hospitality, etc.) continues to be affected by a wide range of variables that can impact availability of capacity, breadth of coverage, competitiveness of rate, and more,” reads the report.

An increased demand for last-mile deliveries coupled with a labor shortage has the **transportation** industry facing both growth and challenge. According to the report, it remains a hard market.

Specific risk factors continue to fuel recent premium increases with physical damage hitting +20% to 25% and umbrella liability +10% to 30%, as well as auto liability 10% to 20%.

Highlights by Insurance Lines



John Greenbaum, National Employee Benefits Practice Leader, Risk Strategies

In addition to industry, Risk Strategies reviewed insights by insurance lines.

The **captive** insurance market, it found, continued to thrive in 2024, thanks to ongoing economic pressures and flexible risk management solutions: “Captives are seen as a versatile tool for risk retention and transfer, with applications expanding beyond traditional areas into property coverage, excess liability, and innovative revenue-generating programs,” per the report.

Uncertain liability loss trends continue to increase premium and rates for most **casualty** lines, however competition for new business could tip the scale for some industries.

Cyber remains a rapidly evolving landscape. Carriers seem to be maintaining their strict underwriting scrutiny for cyber, as ransomware attacks resurged in the latter half of 2024.

Organizations are generally seeing a decrease in cyber premiums, at the rate of 5% to 10%. However, those organizations with layered cyber security controls are experiencing premiums decreases of up to 20%, sometimes more.

AI also remains on insurers' radar as a double-edged sword risk: On the one hand, AI tools can help cyber risk management be better at detecting mishap; but on the other, cybercriminals are leveraging AI to inflict harm.

In the **employee benefits** world, constant change is the norm, and as 2024 ends and 2025 begins, Risk Strategies report predicts a few factors that'll bring shifts: a bigger focus on equity and employee experience, pharmacy innovation will influence cost trends, increased transparency scrutiny highlighting employers' fiduciary responsibility, and more.

"In our initial outlook for 2024, we saw changing workforce and hiring dynamics increased impacts from turnover and the fast pace of pharmacy innovation trends. We anticipated increased medical utilization, inflationary pressure, and changes in admitting and billing patterns to play a significant role in raising costs for employers," shared John Greenbaum, National Employee Benefits Practice Leader, Risk Strategies.

Perhaps one of the biggest reliefs of 2024: The **property** insurance market stabilized significantly this past year, driven primarily by two years of insurer and reinsurer profitability and improved conditions in the reinsurance market.

Catastrophic weather, particularly wildfire, remain major issues for the space, causing a larger reliance on excess and surplus lines market. Parametric solutions have acted as another alternative to traditional property insurance, providing "rapid financial relief based on predefined triggers," according to the report.

For **private client services**, the primary drivers causing market challenges are severe weather activity, a complex regulatory environment, and fluctuations in reinsurance rates and terms. Throughout 2024, we have seen the effects of this hard market with increased property, auto, and excess liability rates. However, for private clients Risk Strategies remains optimistic for the future.

"The reinsurance market is stabilizing as insurers have made fundamental changes to their portfolios, including rate, coverage changes, and overall risk selection, particularly in catastrophe-prone areas," shared Alison Murphy, National Private Client Services Practice Leader, Risk Strategies. "We are finding better, creative solutions for challenging properties, including coastal and wild-fire exposed risks, in the non-admitted market. Additionally, the

hard market environment provides us the opportunity to have more frequent dialogue with our clients to help them rethink their approach to protection.”

Working with Specialists That Get It



Alison Murphy, National Private Client Services Practice Leader, Risk Strategies

Building business resilience starts with an understanding of the risks impacting organizations and strengthens with top-tier risk management strategies.

The Risk Strategies State of the Insurance Market report aims to give risk professionals that first step into protecting their business and creating resilience as they navigate the challenges and opportunities they face in the market.

“Risks are not going away and continue to evolve and become more complex,” Scroope said. “We’ve compiled these industry insights from insurance experts in our specialty practices and product lines who work with clients every day to stay ahead of risk.”

Every business wants a partner that understands their unique needs. Risk Strategies aims to be that broker — one with deep experience in the core insurance product lines, and with highly trained expertise that supports clients in that segment, and has the right relationships in the marketplace to do so.

“Understanding the trends and conditions in your business sector is key to developing a risk management strategy that ensures long-term resilience, profitability, and success,” added Scroope. “We want to protect what matters most to you while building security and stability for 2025 and beyond.”

To learn more, visit: <https://www.risk-strategies.com/state-of-the-insurance-market-report-2025-initial-outlook-2024-wrap-up>



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At Risk Strategies, we specialize in providing expert insurance solutions, risk management advice, and consulting services designed to meet the unique needs of businesses and individuals. Our team of experienced professionals offers a comprehensive range of solutions, from commercial insurance and employee benefits to private client services and specialty risk management.

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2024 Midyear Market Outlook: General Liability Insurance

The general liability insurance market has faced hardening conditions in recent years, largely due to increasing claim frequency and severity. As such, most policyholders have encountered ongoing rate jumps, stringent underwriting standards and limited capacity. Fortunately, insurance carriers recorded improved underwriting results in 2022-23, allowing for premium moderation. These conditions have pressed on in 2024 so far, with most insureds seeing only single-digit rate increases. According to industry data, average premium hikes ranged between 5.4% and 6.2% in the year's first quarter. Nonetheless, several concerning trends across the segment still have the potential to threaten claim costs and negatively impact overall market performance. In the latter half of 2024, policyholders can anticipate another round of modest premium increases, while insureds operating in sectors with

About the Author

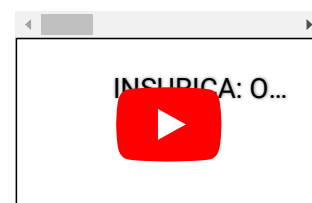


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Developments and Trends to Watch

- Litigation concerns**—Businesses have been facing an increase in litigation following liability incidents (actual or alleged) and greater penalties from such legal action due to social inflation, which refers to societal trends that influence the rising costs of insurance claims. This phenomenon has fueled a surge in jury awards exceeding \$10 million, also known as nuclear verdicts. A recent report from public relations firm Marathon Strategies confirmed that nuclear verdicts reached a 15-year high in 2023, with the number of such verdicts increasing by 27% in the past 12 months alone. Additionally, the report found that 27 of these verdicts were classified as “thermonuclear,” thus indicating jury awards above \$100 million. Social inflation and associated litigation concerns have contributed to elevated general liability insurance claim costs, increasing the risk of underinsurance and heightened out-of-pocket expenses amid losses involving nuclear verdicts.
- Increased medical expenses**—Coverage for medical costs related to third-party injuries is a critical component of general liability insurance. Consequently, surging medical expenses have compounded claim costs in the segment during the past few decades, with no end in sight. In fact, the [U.S. Bureau of Labor Statistics \(BLS\)](#) reported that the total value of medical care has jumped by over 115% since 2000. Although inflation among overall goods and services briefly exceeded medical inflation in 2023, evidenced by monthly consumer and producer price index data from the BLS, this trend reversed in the first quarter of 2024, with medical care and health spending again outpacing growth across the rest of the economy. With this in mind, surging medical expenses will likely continue playing a role in elevated general liability insurance claim costs going forward.
- Polyfluoroalkyl substances (PFAS)**—PFAS are a large grouping of chemicals widely manufactured and utilized within different products and packaging across the United States since the 1940s. Over the past few years, PFAS have been the subject of increased regulatory scrutiny stemming from emerging developments regarding the health and safety of these substances. While some types of PFAS have faced regulatory action in the past, several states recently implemented efforts to limit overall PFAS usage and exposure in the coming years and beyond. The first few months of 2024 kicked off with three states passing PFAS-related product safety laws, joining 15 states with similar legislation, and more states will likely follow suit. This legislation may cause a rise in litigation alleging PFAS exposure and related ailments via companies’ products and packaging. As regulatory pressures and litigation concerns about these chemicals persist, businesses that leverage PFAS may experience elevated liability risks. What’s more, companies facing PFAS-related claims could be more susceptible to coverage exclusions and substantial out-of-pocket losses.

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Popular



OSHA Announces Top 10 Violations for 2024

December 3rd, 2024



Most Common Vehicle and Driver Violations Leading to Out-of-Service Orders in 2024 Fiscal Year

December 2nd, 2024

likelihood of customer and visitor injuries.

- Conduct a risk assessment to identify any PFAS-related concerns, namely the potential impacts of PFAS exposure resulting from your products, in your operations. Adjust your risk management measures as needed.
- Examine your coverage with insurance professionals to ensure your policy limits match your needs.

For more General Liability Insurance information, [contact INSURICA](#) today.

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Working Safely in Cold Weather

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Industry Leaders Discuss Potential Spike in General Liability Insurance Rates

🕒 May 13, 2024 👤 Chivaroli Insurance 📁 General Article

General liability and excess casualty insurance policies may see premiums accelerate upward in the remaining months of 2024. That's the broad consensus from insurance carriers' Q1 earnings calls.

What's new: P&C executives were open about the potential for general liability insurance rate hikes during earning calls. Rate increases had slowed to single digits in 2023, subsiding from the hikes during the peak hard market in 2020.

While property insurance dominated the conversation last year, issues around adequately estimating claim payouts, e
liability insurance, took center stage later in the year.

What they're saying: Here's a sampling from insurance executives on casualty rates.

- Everest CEO Juan Andrade: "We continue to see rate acceleration across casualty lines excluding financial lines. This was most pronounced in commercial auto liability, general liability and excess casualty lines. The rate increases in these three lines average midteens overall."
- RLI COO Jennifer Klobnak: "In the Q1 2024, overall casualty rate change was 7%, and in the Q4 2023 was 5%. So we're seeing a little bit more rate, a lot of mix change with personal umbrella growing and getting a 13% rate increase."
- Arch CEO Marc Grandisson: "We may have some respite in terms of price increase middle of last year [2023]. But I think that the development of the prior year, as we all know, has created a little bit more uncertainties, and inflation is not ebbing."

What's driving the news: One of the main reasons rate increases have persisted is so-called "social inflation."

Social inflation describes how insurers' claims costs increase above general economic inflation. It encompasses a variety of phenomena, from sentiment toward corporations to the broader adoption of third-party litigation funding.

According to research firm Marathon Strategies, nuclear verdicts – or jury awards of more than **\$10 million** – hit a 15-year high of 89 in 2023.

- Of the 89, 27 cases resulted in plaintiffs' awards of more than \$100 million, the highest number since 2009.

A new AM Best report found social inflation most impacted commercial auto, professional liability, product liability, and directors and officers liability insurance.

Meanwhile, economic inflation saw a Q1 uptick, forcing the Federal Reserve to keep borrowing costs at a 23-year high.

What we're watching: General liability premiums may not surge dramatically. However, insurance buyers should expect upward pressure over the next few quarters.



Chivaroli Insurance



PREVIOUS POST

NEXT POST



State of the Insurance Market

Business Insurance | Employee Benefits | Private Client Services

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SUMMARY

Welcome to the 2025 Initial Outlook and 2024 Wrap-Up of the Risk Strategies State of the Insurance Market Report.

Proactive risk management and strategic planning are at the core of fostering business resilience. This report features insights from insurance experts in our specialty practices and product lines who work with clients every day to stay ahead of risk.

As we advance into the last quarter of 2024 and look ahead to 2025, the insurance market presents both challenges and opportunities across various lines of coverage. We have the following key observations for the insurance landscape.

- **Market Challenges:** The insurance market continues to face considerable challenges in catastrophic property and auto lines, which continue to experience historic loss levels. This situation affects the availability of insurance and affordability for clients.
- **Stability in Certain Lines:** Despite challenges, some insurance lines such as management liability, cyber, and workers' compensation remain stable. These areas have adequate capacity and consistent rates, particularly for organizations with effective risk management strategies in place and good risk profiles.
- **Impact of Catastrophic Events and Inflation:** Catastrophic weather events are significant drivers in the market, contributing to substantial losses. Additionally, inflation and rising costs,

including interest rates and supply chain issues, are impacting overall insurance costs.

- **Rising Medical Costs and Claims:** There is an upward trend in claims costs, driven by economic factors and social inflation (including higher litigation expenses and nuclear verdicts). Employers also face rising medical expenses, which affect employee benefits programs and require more customized approaches.

RECOMMENDATIONS

There are many factors that impact risk. Exploring various options across the insurance spectrum, aligning them with business vision, and making informed, long-term decisions is essential to building a comprehensive risk management strategy that ensures business resilience. Insurance should be viewed as part of a strategic business framework, rather than a mere annual renewal process.

Work with a specialty insurance broker to understand global risks and the potential impact to your business and personal assets. Ideally, you want a partner that understands your industry and risk - a broker with deep experience in the core insurance product lines, and with highly trained experts who support clients in that segment, and who has the right relationships in the marketplace to do so. This will help protect what matters most to you, positively impacting your outcomes in the near-term, while building security and stability for the future.

We invite you to explore the State of the Insurance Market Report and contact our [specialists](#).

State of the Insurance Market

2025 Initial Outlook and 2024 Wrap-Up: Industries

Industries

Agriculture
Aviation
Cannabis
Education
Entertainment
Fine Art
Healthcare
Marine
Nonprofit & Human Services
Private Equity
Professional Services
Real Estate
Relocation
Transportation
Waste & Recycling

2025 Initial Outlook and 2024 Wrap-Up

Less experienced drivers have contributed to an increase in the frequency and severity of auto liability insurance claims. The severity of auto claims has increased over the last two years from an average of \$13k to \$38k, all in tandem with social inflation, driving premium and umbrella rates higher.

Physical damage, increased thefts, and the rising cost of auto parts continue to affect auto liability and property damage rates. With rising inflation and the impacts of supply chain challenges of the past year, costs have risen on physical damage for transportation vehicles.



The industry awaits a significant positive impact once there is widespread implementation of new technologies such as high-end GPS and monitoring software.

Inherent risks in the industry are also contributing to higher umbrella liability rates. The significant growth of claims and resulting nuclear verdicts contribute to higher liability coverage rates as insurance carriers deal with the overall risk scenario of the transportation industry. Generally, we see the umbrella rate increase following the same increases in primary auto liability. The industry awaits a significant positive impact once there is widespread implementation of new technologies such as high-end GPS and monitoring software.

RECOMMENDATIONS

- Maintain strict safety standards and procedures to minimize potential losses since motor vehicle records (MVRs) are being scrutinized more than ever before by underwriters. Implementing and enforcing better hiring practices, in addition to safety technology such as collision avoidance systems, telematics, and cameras, can help protect against future liabilities.
- Ensure Federal Motor Carrier Safety Administration (SAFER) scores are below the national average. If not, work with your broker or a third-party consulting service to achieve better results.
- Avoid reducing coverage to reduce costs. Instead, explore alternative options such as captives, risk retention groups, and higher deductible programs to stabilize the total cost of risk.



RATE FORECAST

Transportation		
Auto Liability	↑	+10% to 20%
Physical Damage	↑	+20% to +25% (However, we are seeing increased deductibles to reduce the rate increase)
Umbrella Liability	↑	+10% to +30% (Mainly following the primary auto increase)

PROPERTY

The property insurance market stabilized significantly in 2024, driven primarily by two years of insurer and reinsurer profitability and improved conditions in the reinsurance market. While this does not mean a return to pre-hard market conditions, it does mean most clients should see more predictable outcomes on their renewals.

MARKET CONDITIONS

Certain segments, including accounts with poor loss history and/or poor risk quality, can still expect challenging renewals. Frame and catastrophe (CAT) exposed habitational accounts face an uphill battle, although the volatility in rates has moderated compared to 2023.

Note that the general improvement in market conditions is set against the backdrop of the 2024 hurricane season which was predicted to be the most active in history. National Oceanic and Atmospheric Administration (NOAA) predicted as many as 25 named storms, 13 hurricanes, and seven major hurricanes (CAT 3 or higher). Along with the increasingly active hurricane season, the rise of severe convective storms (SCS) is also a key driver of property losses. This combination may lead to a deterioration in market conditions as we enter the latter half of 2024 and move into 2025. At a minimum, we expect insurers to continue to push for percentage deductibles for SCS, regardless of an account's specific geographic footprint.

We expect insurers to continue to push for percentage deductibles for SCS, regardless of an account's specific geographic footprint.

The specific impact of Hurricane Helene on overall market conditions is expected to be limited. Initial insured loss estimates in the commercial property insurance market range from \$5B to \$15B with primary insurers expected to bear the majority of the costs from the storm. Unless reinsurers are materially impacted, we do not expect this event to have an adverse effect on overall market conditions.

In addition to hurricanes and SCS events, wildfire continues to be a major issue in the western U.S. Admitted markets have mostly shed accounts

2025 Initial Outlook and 2024 Wrap-Up



We expect the improved market environment to continue with the caveat that conditions could deteriorate quickly if the market is hit by significant hurricane activity and continued SCS losses.

with these exposures, causing reliance on the excess and surplus lines (E&S) market. However, even the E&S markets are taking an extremely cautious approach as reflected in pricing and line size. Parametric insurance is another alternative to traditional insurance, providing rapid financial relief based on predefined triggers. For property owners, leveraging parametric insurance can enhance risk management strategies and ensure faster recovery from adverse events.

In the first half of 2024, we saw rates level off with rate increases in the +3% to +7% range and some accounts achieving rate decreases. These positive outcomes are typically driven by:

- Good risk quality
- Favorable loss experience
- Adequate property and business interruption (BI) values

The following factors continue to affect the property market:

- Severe convective storms continue to lead the market in aggregate losses, ahead of hurricanes. This has led insurers to push for percentage deductibles. In areas considered to be high hazard, insurers may look to impose sublimits for these perils.
- Insurers remain focused on adequate insurance-to-value (ITV).
- New underwriting criteria is trending: Insurers in certain regions are now including crime scores in their decision-making process.

COVERAGE CONSIDERATIONS

Adverse property market conditions continue to affect certain industries:

- Habitational real estate
- Waste and recycling
- High-hazard industries (e.g., paper and chemical)
- Frame construction risks (apartments, hotels, and senior living facilities)

We expect the improved market environment to continue with the caveat that conditions could deteriorate quickly if the market is hit by significant hurricane activity and continued SCS losses.

2025 Initial Outlook and
2024 Wrap-Up

RECOMMENDATIONS

- Work with a qualified appraisal firm to ensure building values are accurate. Keep in mind it can take six to nine months for an appraisal to be completed and a report issued.
- Start the renewal process as early as possible — 90 to 120 days in advance.
- Address and document compliance with outstanding property loss prevention recommendations.
- Keep track of capital improvement expenditures and budgets so they can be used to demonstrate an ongoing commitment to risk improvement.
- Have a comprehensive business continuity plan in place.
- Engage with insurance brokers who have expertise in parametric insurance. Experienced brokers can provide valuable insights and help tailor the policy to meet specific needs.



Experienced brokers can provide valuable insights and help tailor the policy to meet specific needs.

RATE FORECAST

Property		
High Quality Risk/No/Limited CAT/Favorable Loss History:	-	-5% to + 5%
Poor Quality Risk/CAT/Unfavorable Loss History:	↑	+15% to +25% or more

RISK MANAGEMENT



Climate change, extreme weather events, rising claim costs and systemic risks are the top concerns for clients.

Climate change and extreme weather events remain top concerns for organizations and risk management professionals. Additionally, rising claim costs and systemic risks are significant issues that are top-of-mind and frequently highlighted by clients.

MARKET CONDITIONS

Climate Change and Extreme Weather Events:

According to a recent study conducted by a large global reinsurer, natural catastrophes caused approximately \$62B in insured losses in the first half of 2024, which is roughly 70% higher than the ten-year average. The major losses during this period were primarily driven by wildfires, floods, droughts, and Hurricane Beryl. The economic impact of Hurricane Helene is not yet fully understood. We have seen destruction across multiple states, loss of life, and damage to infrastructure, property and business interruption. From the lens of insurance coverage and the impact to rates, determining the level of wind and water damage will be a key consideration for all those impacted, and the outcome, a driver of longer-term insurance rates. Bottom line, understanding and mitigating risk is critical for all businesses and proactively doing CAT modeling and property valuations is strongly recommended.

Increased Claims Costs:

Higher-than-average claim costs continue to plague the insurance industry, affecting many organizations and nearly every line of coverage. Over the past few years, the average cost of claims has outpaced inflation, driven by supply chain disruptions, labor shortages, and material shortages. These delays have also significantly increased recovery times and business interruption losses. Other factors that contribute to rising claim costs include an aging workforce, increased litigation expenses due to social inflation, and run-away verdicts.

2025 Initial Outlook and 2024 Wrap-Up

Businesses and individuals can combat many risks by creating a resiliency and risk mitigation playbook.



Systemic Risks:

Another top concern for many of our clients is systemic risks – the potential for a single event to trigger a breakdown of an entire system, as we recently saw with the CrowdStrike Outage. However, systemic risks can also involve broader events that lead to severe instability across an entire industry or economy.

RECOMMENDATIONS

Businesses and individuals can combat many of these risks by creating a resiliency and risk mitigation playbook. However, solutions to these risks usually come with significant costs.

You can adjust and deploy these tactics as needed:

- Risk analysis and risk management are increasingly important to identify new methods for dealing with these risks effectively and efficiently.
- Analyze and define your supply chain strategy. This may include keeping an adequate supply of spare parts and critical materials on hand.
- Augment and accelerate loss prevention and loss mitigation strategies.
- Use data analytics to identify vulnerable areas of the business and target protections.
- Conduct risk assessments, operational audits, and ongoing training for your employees.
- Incorporate resilience measures and other safeguards beyond those required by law or building codes.

State of the Insurance Market

2025 Initial Outlook and 2024 Wrap-Up: Employee Benefits

EMPLOYEE BENEFITS



Constant change is the norm for employee benefits, and it is influenced by many factors from economic conditions to medical and digital innovation to multi-jurisdictional regulations, among others. In our initial outlook for 2024, we saw changing workforce and hiring dynamics increased impacts from turnover and the fast pace of pharmacy innovation trends. We anticipated increased medical utilization, inflationary pressure, and changes in admitting and billing patterns to play a significant role in raising costs for employers.

MARKET CONDITIONS

As we look toward the end of 2024 and into the first few months of 2025, all impacts initially forecasted are anticipated to continue, but with the following shifts:

- **Focus on equity and employee experience:** While employers will continue thinking more holistically about their benefits programs, they will shift benefits to better serve a diverse and multigenerational workforce inclusive of social determinants of health.
- **Pharmacy's influence on cost trends:** The pharmacy innovation observed over the past year is expected to continue but with new opportunities for employers to offer more cost-effective treatments in higher cost drug categories by using competitively priced alternatives. More questions are anticipated to arise around GLP-1 drugs and their potential health benefits, which could result in higher usage and a significant cost burden for employers.
- **Transparency and fiduciary responsibility:** Legislation that increases scrutiny of/or highlights the fiduciary responsibilities of employers has led to a growing number of lawsuits. Continued finger pointing about the lack of transparency in pharmacy costs is anticipated, as evidenced in litigation faced by Johnson & Johnson and Wells Fargo.

While employers will continue thinking more holistically about their benefits programs, they will shift benefits to better serve a diverse and multigenerational workforce inclusive of social determinants of health.

2025 Initial Outlook and 2024 Wrap-Up

Significant consideration needs to be given to current and expected pharmacy trends. Key areas for employers to focus on over the next year include GLP-1 drugs, specialty pharmacy including biosimilars and cell and gene therapy, and fiduciary responsibility.



- **Health system consolidation impacts:** Further consolidation of the healthcare delivery system is highly likely and will increase focus on data security and interoperability. Data security requirements, new expectations, and related requirements, while needed, will hamper the speed at which the consolidation occurs due to the investment necessary.

COVERAGE CONSIDERATIONS

- **Pharmacy trends:** Significant consideration needs to be given to current and expected pharmacy trends. Key areas for employers to focus on over the next year include GLP-1 drugs (for diabetes and obesity), specialty pharmacy including biosimilars and cell and gene therapy (ultra-high-cost drugs), and fiduciary responsibility.
 - **GLP-1 drugs:** GLP-1s will continue to be a major driving factor given the drug class has a significant pipeline with alternate formulations (oral) and multiple additional indications being studied.
 - **Biosimilars:** This area continues to offer opportunities for employers, with several Pharmacy Benefit Managers (PBM) announcing their Humira biosimilar strategies through 2025. As more biologics become available as biosimilars, employers may have the potential to offer additional cost-effective treatments in higher-cost drug categories by using competitively priced alternatives.
 - **Cell & Gene Therapies:** Ongoing approvals can be expected with numerous therapies now Food and Drug Administration (FDA) approved, including the costliest therapy priced at \$4.25M. Value-based arrangements are expected to be the core of the solution, complemented by stop loss insurance, clinical management, provider network management, and outcomes tracking to form a comprehensive solution.

RECOMMENDATIONS

- **Anticipate scrutiny on benefits management:** Employers (particularly large employers) should anticipate scrutiny on benefit management oversight given the Federal Trade Commission (FTC) is investigating PBM practices. Employers should work with their PBM to ensure contractual language provides transparency and includes appropriate audit allowances.

2025 Initial Outlook and
2024 Wrap-Up



Additionally, employers should be aware of employee benefits related legislation and rulings. Multi-state employers are advised to pay extra attention to litigation trends as agency regulations may be vacated in certain jurisdictions but affirmed in others.

- **Analyze opportunities to manage spend:** Employers are advised to look at all available possibilities to manage spend including evaluating your current health plan financing model against alternative funding methods. Ultimately it comes down to an employer’s tolerance for risk and ability to effectively administer programs that help achieve their benefits strategy. Keep in mind, the smaller the organization, the higher the impact of cost volatility with fewer options to mitigate future increases.
- **Keep a close eye on pharmacy and evaluate it regularly:** Given the rapid pace of innovation in pharmacy, employers should plan for a strategy that balances pharmacy cost while ensuring sustainable coverage and outcomes. For example, some larger self-funded employers are beginning to require contracts that allow for annual market checks to help keep costs competitive; however, this may not be an option for all employers.

RATE FORECAST

Employee Benefits		
Medical:	↑	+7% to +11%*
Prescription Drugs, Retail:	↑	+9% to +10.5%
Prescription Drugs, Specialty:	↑	+14% to +16.5%

Stop Loss Premium, Leveraged Trend:	↑	+16% to +19%
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**Trend will vary regionally based on the healthcare delivery system and funding mechanism*

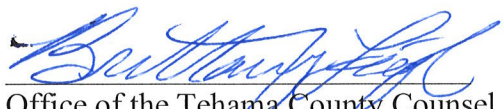
E-Contract Review
Approval as to Form

Department Name: Tehama County Transportation Commission

Contractor Name: Paratransit

Contract Description: Amendment 3

APPROVED AS TO FORM:



Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Date: 12/27/2024

California Department of Transportation

DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS-1 | SACRAMENTO, CA 94274-0001
(916) 653-8620 | FAX (916) 654-2409 TTY 711
www.dot.ca.gov/programs/local-assistance



January 8, 2025

Tehama County Transit Agency
Jessica Riske-Gomez
1509 Schwab Street
Tehama, CA 96080

Dear Ms. Riske-Gomez:

As a recipient of Federal Transit Administration (FTA) funds, the California Department of Transportation (Caltrans) Division of Local Assistance (DLA), Office of Transit Grants and Contracts (OTGC), is responsible for providing project oversight to maintain compliance with federal statutes and regulations. Accordingly, as a subrecipient of this funding, your agency must demonstrate to OTGC that all procurement and third-party contracting actions comply with:

- 2 CFR Part 1201 – Uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- FTA Circular 4220.1F – Third Party Contracting Guidance

OTGC **approves** Tehama County Transit Agency's Amendment 3 to the agreement with Paratransit Services, Inc. for the purpose increasing the maximum obligation to account for increased insurance cost incurred by Paratransit Services, Inc. This approval is limited to the amount stated in Amendment 3. Reference 834.

Please email a copy of the executed amendment to rob.mitchell@dot.ca.gov.

Subrecipients are required to establish and maintain a written record of each procurement supported with Federal grant funds. Documentation should detail the history of the purchasing process and contract award.

A properly documented procurement file provides an audit trail from the initiation of the acquisition process through contract closeout. The file provides the complete background, including the basis for the decisions at each step in the acquisition and contract management process. A properly documented file should speak for itself, without need of interpretation from the contract administrator. A properly documented file also supports actions taken,

provides information for reviews and investigations, and furnishes essential facts in the event of litigation or legislative inquiries. For audit purposes, all procurement files must be made available for review by Caltrans, FTA, or any other Caltrans authorized representative, as required by the Standard Agreement your agency has with Caltrans.

Contract modification is allowable when the modification does not substantially change the contract scope of work from the original solicitation; competitors could have foreseen the change to the contract; modification would not have had a substantial impact on the field of competition for the original contract award; and modification does not trigger a material difference or cardinal change to the contract.

Third-party contracts, contract modifications, and exercise of options to extend contract period of performance require prior OTGC approval. Subrecipient agencies entering third-party contracts, making contract modifications, or exercising options without prior approval risk being denied FTA reimbursement.

This approval is contingent upon meeting all program requirements. For questions about FTA 5310 or 5311 grant programs, please contact your program liaison identified at the bottom of this page.

Sincerely,



FRANK NEVITT, Chief
FTA Programs Procurement Oversight Branch
Office of Transit Grants and Contracts

C: James Haskell, OTGC, 5311 Branch
Rob Mitchell, OTGC, FTA PPOB

Proposal Form A

B. Budget Breakdown

1. FIXED HOURLY RATE

Fixed Hourly Rate
Cost Elements Also Applies to
Special Services

Projected Forecast	0.00%	2.50%	3.00%	3.00%	3.25%	3.50%	3.75%	4.00%
Average Cost Per Hour Year One (2019/20)	20.03	20.53	21.15	21.78	22.49	23.28	24.15	25.12
Year One 8 months--19/20	25.801	1.65	1.74	1.79	1.85	1.92	1.59	1.66
inc	inc	inc	inc	inc	inc	inc	inc	inc
Driver Wages	7,975	0.51	0.54	0.55	0.57	0.59	0.49	0.51
Driver Health Insurance	30,179	1.93	2.04	2.10	2.17	2.24	1.87	1.94
Driver Life Insurance	7,662	0.49	0.52	0.53	0.55	0.57	0.47	0.49
Vehicle Maintenance Costs	2,189	0.14	0.14	0.15	0.15	0.16	0.13	0.14
Prev Maint Parts/Supplies	3,753	0.24	0.25	0.27	0.28	0.29	0.23	0.24
Vehicle Repair Parts/Supplies	1,720	0.11	0.11	0.12	0.12	0.12	0.11	0.11
Tires	2,189	0.14	0.14	0.15	0.15	0.16	0.13	0.14
Outside Repairs	60,984	3.90	4.12	4.24	4.38	4.54	3.78	3.93
Radio System Maint	11,571	0.74	0.78	0.81	0.83	0.86	0.71	0.74
Vehicle Cleaning	43,002	2.75	2.83	3.00	3.10	3.21	2.66	2.77
Licenses & Permits (GPPV)								
Other Driver Fringes								
Margin - Variable Rate								
Driver Workers Comp								
TOTAL:	510,218	32.63	34.46	35.49	36.64	37.92	36.33	37.78

Proposal Form A

B. Budget Breakdown

2. FIXED MONTHLY RATE

Fixed Monthly Rate
Cost Elements

Projected Forecast	0.00%	2.50%	3.00%	3.00%	3.25%	3.50%	3.75%	4.00%
Average Cost Per Month Year One (2019/20)	6,174	6,328	6,518	6,713	6,932	7,174	7,443	7,741
Year One 8 months--19/20	12,637	1,580	1,668	1,718	1,773	1,836	1,904	1,981
inc	inc	inc	inc	inc	inc	inc	inc	inc
Project Manager Salary	57,426	7,178	7,578	7,806	8,059	8,342	8,654	9,001
Project Manager Fringes	17,749	2,219	2,342	2,413	2,491	2,578	2,675	2,782
Dispatch/Info. Staff Wages	67,357	8,420	8,889	9,156	9,453	9,784	10,151	10,557
Dispatch/Info. Staff Fringes	19,598	2,450	2,586	2,664	2,750	2,847	2,953	3,072
Clerical Staff Wages	48,819	6,102	6,443	6,636	6,852	7,091	7,357	7,652
Clerical Staff Fringes	12,533	1,567	1,654	1,704	1,759	1,821	1,889	1,964
Maint Supervisor Salary	37,251	4,656	4,916	5,063	5,228	5,411	5,614	5,838
Maint Supervisor Fringes	10,444	1,306	1,378	1,420	1,466	1,517	1,574	1,637
Mechanic Wages	7,574	947	875	901	931	963	999	1,039
Mechanic Fringes								
Other Maint Wages								

Budget Breakdown

Year One 8 months--19/20	Average Cost Per Month (2019/20)	Average Cost Per Month (2020/21)	Average Cost Per Month (2021/22)	Average Cost Per Month (2022/23)	Average Cost Per Month (2023/24)	Average Cost Per Month (2024/25)	Average Cost Per Month (2025/26)	Average Cost Per Month (2026/27)	Average Cost Per Month (2027/28)
Other Maint Fringes	1,371	171	176	200	206	213	220	228	237
Other Wages	0	0	0	0	0	0	0	0	0
Other Fringes	0	0	0	0	0	0	0	0	0
Hiring/Training Expenses	1,196	149	153	158	163	168	174	180	187
Safety Expenses	2,312	289	296	305	314	325	336	348	362
Building Rentals	0	0	0	0	0	0	0	0	0
Janitorial	4,577	572	586	604	622	642	665	690	717
Utilities	12,445	1,556	1,595	1,738	1,791	1,849	1,913	1,985	2,065
Telephone	7,294	912	935	963	992	1,024	1,060	1,099	1,143
Office Supplies	6,599	825	845	871	897	926	958	994	1,034
Insurance - Liability/Property	1,592	199	204	210	216	223	231	240	250
Insurance - Collision/Comp	42,112	5,264	5,396	5,557	5,724	5,910	6,117	6,346	6,600
Worker's Comp (Admin/Dispatch)	8,672	1,084	1,111	1,144	1,179	1,217	1,260	1,307	1,359
Insurance Fire & Casualty	460	58	59	61	63	65	67	69	72
Performance Bond	1,907	238	244	252	259	268	277	287	299
General & Administrative Support									
Senior Management	18,302	2,288	2,345	2,415	2,488	2,569	2,658	2,758	2,868
Accounting	4,840	605	620	639	658	679	703	729	759
Human Resources & Payroll	3,234	404	414	427	440	454	470	487	507
Training	2,704	338	346	357	368	380	393	408	424
Technical Services Support	2,971	371	381	392	404	417	432	448	466
Business Development Mgt	2,604	325	334	344	354	365	378	392	408
Corporate Support/Clerical	7,073	884	906	933	961	993	1,027	1,066	1,109
Non-Revenue Vehicle Expense	0	0	0	0	0	0	0	0	0
Other Expense	954	119	122	126	130	134	139	144	149
Margin - Fixed Rate	13,284	1,661	1,702	1,753	1,806	1,864	1,930	2,002	2,082
Other:									
Uniforms	2,689	336	345	355	366	377	391	405	421
Employee Welfare	4,005	501	513	529	544	562	582	604	628
Travel/Conferences	5,840	730	748	771	794	820	848	880	915
Employee Incentive Program	8,157	1,020	1,045	1,076	1,109	1,145	1,185	1,229	1,278
Office Equip Capitalization	1,039	130	133	137	141	146	151	157	163
Lift Maintenance Contract	0	0	0	0	0	0	0	0	0
Property & Use Taxes	420	52	54	55	57	59	61	63	66
Environmental Fees	0	0	0	0	0	0	0	0	0
Shop Equipment Capitalization	0	0	0	0	0	0	0	0	0
Start-Up Costs	0	0	0	0	0	0	0	0	0
TOTAL:	509,431	63,679	65,271	67,219	69,236	71,486	73,988	76,763	79,833

Offeror: Paratransit Services

Address: 4810 Auto Center Way, Ste. Z
 Bremerton, WA 98367

Title: President/CEO

Date: 8/22/2019

Signature:

Phone: 360-377-7176

Fax: 360-620-0449

E-mail: jtw@paratransit.net