

Agenda  
SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

May 9, 2018

**Time: 4:00 p.m.**

Siskiyou County Transit Center  
190 Greenhorn Road, Yreka

*Joan Smith Freeman, Chair*  
Mayor, City of Yreka

*Brandon Criss, Vice Chair*  
County Supervisor, District 1

*Ed Valenzuela, Delegate*  
County Supervisor, District 2

*Michael Kobseff, Delegate*  
County Supervisor, District 3

*Lisa Nixon, Alternate*  
County Supervisor, District 4

*Timothy Stearns, Delegate*  
Council Member, City of Mt Shasta

*Bruce Duetsch, Delegate*  
Council Member, City of Dunsmuir

*Lori Fleck, Alternate*  
Mayor Pro Tem, City of Etna

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The Agenda is located on the County's web site at  
[www.co.siskiyou.ca.us/content/local-transportation-commission](http://www.co.siskiyou.ca.us/content/local-transportation-commission).

1. Public Comment
2. Approval of Minutes – April 10, 2018
3. Public Hearing – Unmet Transit Needs 2017/2018
4. Discussion/Action – Appointments to Social Services Transportation Advisory Council
5. Discussion/Action – Request for Proposals – Regional Aviation Plan
6. Discussion/Action – Regional Surface Transportation Federal Exchange Program  
FY 17/18
7. Discussion/Action – Student Summer Pass Program
8. Information Only – Staff Report to Commission
9. Misc.
10. Adjourn

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# Siskiyou County Local Transportation Commission (RTPA)

Tuesday, April 10, 2018, 4:00 p.m.

Siskiyou County Transit Center  
190 Greenhorn Rd, Yreka, California

The Siskiyou County Local Transportation Commission meeting was called to order at 4:02 p.m. by Commissioner Nixon in the Siskiyou County Transit Center Yreka, CA. The following Commissioners were in attendance:

Joan Smith Freeman (4:03 PM)	2018 Chair	City of Yreka	Delegate
Timothy Stearns	Commissioner	City of Mt Shasta	Delegate
Ed Valenzuela	Commissioner	County of Siskiyou	Delegate
Michael Kobseff	Commissioner	County of Siskiyou	Delegate
Tom McCulley	Commissioner	Town of Fort Jones	Delegate
Lisa Nixon	Commissioner	County of Siskiyou	Alternate
Brandon Criss (4:08 PM)	2018 Vice Chair	County of Siskiyou	Delegate

## **Absent:**

Bryce Craig	Commissioner	City of Dunsmuir	Alternate
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## **Staff Present:**

Melissa Cummins	Executive Director
Tisha Bathurst	Transportation Service Analyst II
Ulysses McKeown	Deputy Director of General Services

## **Also Present:**

Rob Burnett	Caltrans
Marci Gonzalez	Caltrans
John Hinton	Caltrans
Vurl Trytten	Siskiyou LAFCO

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

Commissioner Nixon called the meeting to order at 4:02 p.m.

### **2. Flag Salute**

### **3. Public Comments**

None

# Siskiyou County Local Transportation Commission (RTPA)

Tuesday, April 10, 2018, 4:00 p.m.

Siskiyou County Transit Center  
190 Greenhorn Rd, Yreka, California

#### 4. Approval of Minutes

A motion was made by Commissioner Valenzuela and seconded by Commissioner Kobseff to approve the February 13, 2018 minutes as presented. The motion carries.

Ayes: Valenzuela, Stearns, Kobseff, Smith Freeman, Nixon

Noes: None

Absent: Craig

Abstain: Criss

#### 5. Discussion – Presentation of 2018 Construction Projects on State Highway System

Rob Burnett presented the Commission with a spreadsheet, map, and a summary of several construction projects for 2018. There will be three construction seasons that start with this season which will be 2018, 2019 and 2020. Caltrans was hoping to start work next week, weather permitting. It was recommended that Caltrans attend the Mt. Shasta City Council Meeting on April 23, 2018 and explain the South County changes regarding the ramp closures.

Other projects pointed out are the Collier SRRA Breakroom and the Sewer & Water Restoration which means the Collier Rest Area will be closed from April 30, 2018 – August 30, 2018. The Yreka Roadway Rehabilitation project should start in 2023 as it is still in the design phase now. They will improve the streets and make the sidewalks ADA compliant which will include moving poles and electrical.

Further discussion was had regarding the projects that are in design and planning stage as well as how SB1 will affect these projects.

# Siskiyou County Local Transportation Commission (RTPA)

Tuesday, April 10, 2018, 4:00 p.m.

Siskiyou County Transit Center  
190 Greenhorn Rd, Yreka, California

## 6. Discussion/Action – Federal Transit Administration – Section 5311 Operating Assistance Ratify Execution of Revised 2018 Certifications and Assurances of RTPA

Ms. Cummins reported that two years of 5311 applications were submitted last spring and they just reviewed them and found out our cost for the total project went down from \$1,011,562.00 to \$1,008,637. Ms. Cummins had Chair Smith Freeman sign the new exhibit document so we could secure our funding for the current year. Ms. Cummins is seeking ratification of that document.

A motion was made by Commissioner Kobseff to approve the ratification and was seconded by Commissioner Stearns. Motion carries.

Ayes: Valenzuela, Stearns, Kobseff, Smith Freeman, Nixon, Criss  
Noes: None  
Absent: Craig  
Abstain: None

## 7. Discussion/Action – Request for Proposals – Legal Services for SCLTC

The current contract for legal services with Gregory Einhorn is set to expire on June 30, 2018 and therefore Staff would like the Commission's authorization to distribute the Request for Proposal once County Counsel approves the actual document.

A motion was made by Commissioner Sterns to authorize the distribution of the RFP and was seconded by Commissioner Valenzuela. Motion carries.

Ayes: Valenzuela, Stearns, Kobseff, Smith Freeman, Nixon, Criss  
Noes: None  
Absent: Craig  
Abstain: None

## 8. FY 2018/2019 Local Transportation Commission Recommended Budget – Resolution #18-03

Ms. Cummins discussed the Local Transportation Commission budget. Discussion followed between Ms. Cummins and the Commission regarding the proposed budget and which option to select.

A motion was made by Commissioner Stearns to take \$10,000 from LTF but the motion failed due to lack of a second response.

# Siskiyou County Local Transportation Commission (RTPA)

Tuesday, April 10, 2018, 4:00 p.m.

Siskiyou County Transit Center  
190 Greenhorn Rd, Yreka, California

Another motion was made by Commissioner Kobseff to approve Option 2 and seconded by Commissioner Valenzuela. Motion carries.

Ayes: Valenzuela, Stearns, Kobseff, Smith Freeman, Nixon, Criss

Noes: None

Absent: Craig

Abstain: None

## **9. FY 2018/2019 Regional Planning Assistance Recommended Budget – Resolution #18-04**

Ms. Cummins discussed the Grant that the Commission gets from Regional Planning Assistance for \$230,000. We've already submitted the draft program to Caltrans and we've received their response back. Ms. Cummins further discussed the Regional Planning Assistance spreadsheet explaining what costs are included in the Professional & Specialized Services line item.

A motion was made by Commissioner Kobseff to approve the Resolution #18-04 and was seconded by Commissioner Valenzuela. Motion carries.

Ayes: Valenzuela, Stearns, Kobseff, Smith Freeman, Nixon, Criss

Noes: None

Absent: Craig

Abstain: None

## **10. Discussion Regarding the Time and/or Date of Commission Meetings**

Ms. Cummins discussed the recent meeting schedule conflicts between the LTC, LOLA, and LAFCO meetings sometimes falling on the same day and time. It's been decided to change the LTC meetings to Tuesdays at 4:00 p.m.

May 9, 2018 (which is a Wednesday) is our next scheduled LTC meeting and that meeting needs to stay the same as our Public Hearing for Unmet Needs is scheduled for that day.

## **11. Staff Report to Commission Regarding Disbursements, Reimbursement Requests and Executed Documents**

- Unmet Transit Needs hearings are being held on the 24<sup>th</sup> of April for Weed at the College of the Siskiyou and on May 3<sup>rd</sup> for Fort Jones and May 9<sup>th</sup> for Yreka.
- OWP & LTC Budgets will be submitted this Friday, April 13<sup>th</sup>.

# Siskiyou County Local Transportation Commission (RTPA)

Tuesday, April 10, 2018, 4:00 p.m.

Siskiyou County Transit Center  
190 Greenhorn Rd, Yreka, California

- The final draft for the pavement management program annual update reports were emailed out to all of the City Representatives and the County Road Department at the end of March.
- We're working on the RFP for the Regional Aviation Plan and hope to have that on the agenda for the next meeting with bid proposals due (hopefully) in June and a contract due in July.
- The amendment request for the 2018 STIP was also submitted. CTC staff has reviewed that request and recommended we wait until August since the 2018 STIP was just adopted at the end of March.
- We met last week to talk about STAGE's budget and the ridership numbers are down significantly over the last four years and we are working on different ideas and ways to get more people on the bus. We discussed a summer pass and are asking everyone for ideas.
- Advertising is increasing on the buses but we still have spaces available.
- We have a couple of SSTAC vacancies and those appointments will come back at the May meeting. Staff is already working on press releases.

Meeting adjourned at: 5:15 p.m. by Commissioner Freeman.

Next Meeting is: May 9, 2018 at 4:00 p.m.

# Agenda Worksheet

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TO: SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

DATE: May 9, 2018

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SUBJECT: Agenda Item # 3

Unmet Transit Needs Public Hearing for FY 2017/2018

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SUMMARY (Description of Issue):

Each year, the Local Transportation Commission is required to hold at least one public hearing to solicit requests for unmet transit needs.

Staff distributed request for service forms on all transit vehicles, at the Transit Center and the form is available online and can be submitted electronically via email to Commission staff.

This is a public hearing to accept requests from the public for unmet transit needs. All requests received during the public hearing will be passed on to the Social Services Transportation Advisory Council (SSTAC).

2017 / 2018 Hearings were scheduled for:

College of the Siskiyous – Weed Campus	- April 24, 2018
Fort Jones City Hall	- May 3, 2018
Yreka (LTC Meeting)	- May 9, 2018

The Social Services Transportation Advisory Committee will be meeting before the June 2018 meeting to review all requests for service.

RECOMMENDED ACTION:

Conduct public hearing to accept requests for service.

Refer any service requests to SSTAC for review and recommendation.

# Agenda Worksheet

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TO: SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

DATE: May 9, 2018

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SUBJECT: Agenda Item # 4

Social Services Transportation Advisory Council (SSTAC)

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SUMMARY (Description of Issue):

The Transportation Development Act requires each RTPA to establish a Social Services Transportation Advisory Council.

The council shall have the following responsibilities:

- Annually participate in the identification of transit needs.
- Annually review and recommend action by the transportation planning agency.
- Advise the transportation planning agency on other major transit issues, including coordination and consolidation of specialized transportation services.

The current list of Council appointees is included for the Commission's review.

Staff posted Notice of Vacancy's at the following locations on April 26, 2018.

- Siskiyou County Transit Center
- Siskiyou County Clerk's Office for posting at the courthouse.
- County's website
- Planning and Service Area 2 Agency on Aging Bulletin Board
- Publication notice sent to the Siskiyou Daily News and Southern Siskiyou News
- Siskiyou Opportunity Center Bulletin Board
- Northern Valley Catholic Social Services Bulletin Board
- Siskiyou County Human Services Department Bulletin Board

Applications are due on Monday, May 7, 2018.

RECOMMENDED ACTION:

Appoint one individual to the CTSA vacancy for a one year term expiring May 9, 2019

Appoint one individual to a scheduled vacancy previously held by Seth Dressler for a one year term expiring May 9, 2019.

Appoint one individual for an unscheduled vacancy that expires May 10, 2019.



**Siskiyou County Local Transportation Commission**  
*Social Services Transportation Advisory Council (SSTAC)*

**One Year Term** Expires: 5/9/2019

CTSA	Vacant
CTSA	Brandon Criss
Yreka	Vacant

**Two Year Term** Expires: 4/4/2019

City of Weed	Kelly McKinnis
Representative of Limited Means	Ken Ryan
Yreka	Selma George
College of the Siskiyous	Doug Haugen

**Three Year Term** Expires: 5/10/2019

Mt Shasta Nutrition Program	Mike Rodriguez
Yreka Nutrition Program	Terrie Berentsen
Yreka	Andre Economopoulos
Karuk Tribe	Vacant

**Members shall consist of the following:**

- One representative of potential transit users who is 60 years of age or older
- One representative of potential transit users who is disabled.
- Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
- Two representatives of the local social service providers for disabled, including one representative of a social service transportation provider, if one exists.
- One representative of a local social service provider for persons of limited means.
- Two representatives from the local consolidated transportation service agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

# Agenda Worksheet

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TO: SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

DATE: May 9, 2018

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SUBJECT: Agenda Item # 5

Regional Aviation Plan – Request for Proposal for Consultant

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SUMMARY (Description of Issue):

Staff is requesting permission from the Commission to solicit bids for preparation of a Regional Aviation Plan.

The Regional Aviation Plan (RAP) is the vehicle through which the continuing comprehensive and coordinated aviation planning process is implemented. The RAP provides essential information, analysis and recommendations regarding future operations and aviation needs for future Regional Transportation Plans.

The final draft of the Request for Proposals is attached for the Commission's review. The proposal was submitted to Commission's legal counsel for review. Staff will notify the Commission if Counsel has any comments on the document.

The RFP will be distributed on Friday, May 11, 2018 if approved by the Commission.

Proposals will be due by 2 p.m. on Tuesday, June 12, 2018.

RECOMMENDED ACTION:

Authorize staff to advertise for Request for Proposals for an update to the County's Short Range Transit Plan.

**REQUEST FOR PROPOSALS  
SISKIYOU COUNTY  
REGIONAL AVIATION PLAN  
2018-2022**



**ISSUED ON FRIDAY, MAY 11, 2018  
PROPOSALS ARE DUE BY 2:00 pm ON TUESDAY, JUNE 12, 2018**

**SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION  
190 GREENHORN ROAD  
YREKA, CA 96097  
530-842-8220**

**CONTACT: MELISSA CUMMINS, EXECUTIVE DIRECTOR  
EMAIL: [mcummins@co.siskiyou.ca.us](mailto:mcummins@co.siskiyou.ca.us)**

**Introduction:**

<b>I. PURPOSE</b>
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Siskiyou County lies on the northern boundary of California, bordered by Oregon to the north, Del Norte and Humboldt Counties to the west, Trinity and Shasta Counties to the south and Modoc County to the east. The economic base of the County is a combination of agriculture, forest products and recreation.

Siskiyou County has seven public use airports located throughout the County. Butte Valley, Happy Camp, Scott Valley, Weed and Siskiyou County Airports are operated by Siskiyou County. Mott Airport is operated by the City of Dunsmuir. Montague-Yreka Rohrer Field is operated by the City of Montague with financial assistance from the City of Yreka for long term capital needs. None currently provide commercial passenger services. Previous attempts to establish scheduled service to various destinations have not been successful due primarily to the low population base in the County. Residents must travel to Redding, California or Medford, Oregon to access commercial passenger service. There are bases for firefighting aircraft, package delivery, bank courier services and general aviation operations out of the seven airports.

The County and other entities operating airports within the region have faced an ongoing financial struggle with maintaining the various airport infrastructures due to a variety of factors including lack of supporting revenue in previous fiscal years, slow growth in the region, and limited opportunities for development. The annual credits from Caltrans Aeronautics equate to \$ 60,000 for the region’s airport system. The lack of funding and failing infrastructure cannot be addressed until the County experiences substantial infrastructure improvements and increased economic growth.

The agencies who operate the local airports continue to struggle with acquiring the funds needed to match State and FAA grants in order to complete critical pavement projects on the airports. This ongoing issue has forced local agencies to prioritize the needs of the airports based on safety concerns. Caltrans Aeronautics matching AIP grant funds are critical to the completion of any capital improvement projects on the airports.

**Background:**

The Regional Aviation Plan (RAP) is the vehicle through which the continuing comprehensive and coordinated aviation planning process is implemented. The RAP provides essential information, analysis and recommendations regarding future operations and aviation needs for future Regional Transportation Plans. The Siskiyou County Local Transportation Commission (SCLTC) will be utilizing planning funds to complete this project.

## II. SCOPE OF WORK

### The Scope of Work:

The selected consultant or consulting team will be expected to perform all technical and other analysis necessary to complete the scope of work. In addition to the development of a more traditional and detailed five year Regional Aviation Plan, the plan should also include secondary recommendations for a ten year horizon. The ten year visioning analysis should consider the changing economic and demographic characteristics of Siskiyou County and assist in planning for the longer term positioning of the airports within our region including capital and financial plans. The RAP should identify sources of funding for sustaining and enhancing services currently offered at the various airports in Siskiyou County.

The consultant will need to:

- a. Draft a plan to be presented to various local entities.
- b. Identify, develop and/or recommend performance measures for each airport.
- c. Conduct sustainability evaluation and airport options analysis for each airport.

## III. TASKS OF PROJECT

### 1. Task Title – Project Startup

**Task 1.1: Conduct a kick-off meeting with the SCLTC and agency stakeholders and SCLTC staff to:**

- **Establish a Steering Committee or alternative group such as SSTAC to direct the project.**
- **Refine the project work plan.**
- **Update the project schedule.**
- **Develop the outreach and public participation expectations and plan.**
  
- **Responsible Party: Siskiyou County Local Transportation Commission (SCLTC)**

Task	Deliverable
1.1	<i>Establish Steering Committee, refined project work plan, updated project schedule and outreach plans and expectations.</i>

## 2. Task Title – Community and Stakeholder Outreach

**Task 2.1: Develop public and stakeholder outreach plan, materials, methods, and schedule. The plan will include the use of various methods including, but not limited to, surveys, stakeholder outreach via public meetings to include the general public, airport users, and other stakeholders.**

**Task 2.2: Conduct the following outreach sessions, workshops or meetings:**

- **Conduct workshops that are advertised in a manner that reaches a representative cross-section of citizens and stakeholders interested in airport needs.**

**Task 2.3: Conduct Steering Committee meetings to:**

- **Ensure community and stakeholder participation throughout the project.**
- **Guide and refine the work plan.**
- **Review and approve project documents.**

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
2.1	<i>Detailed community and stakeholder outreach plan.</i>
2.2	<i>Conduct meetings, sessions and workshops along with meeting notes and outcome summaries.</i>
2.3	<i>Conduct Steering Committee meetings and meetings notes.</i>

## 3. Task Title: Develop Plan Components

**Task 3.1: Identify funding sources and strategies.**

- **Identify various funding sources for capital purchases.**
- **Identify various funding sources for operational expenses.**
- **Identify various funding sources for service expansion.**
- **Develop funding matrix which summarizes the three items above.**

**Task 3.2: Develop capital, financial and service recommendations.**

- **Identify capital improvement projects that will allow for future expansion.**
- **Identify capital improvement projects that will maximize existing services.**
- **Evaluation of services from a cost point of view to better utilize existing funds.**

**Task 3.3: Draft plan presented to steering committee and Siskiyou County Local Transportation Commission.**

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
3.1	<i>Funding sources matrix.</i>
3.2	<i>Capital, Financial and Service Recommendation.</i>
3.3	<i>Presentation to steering committee and SCLTC of draft plan.</i>

**4. Task Title: Final Plan Preparation and hearings.**

**Task 4.1: Prepare final plans based on steering committee and community input.**

**Task 4.2: Present final plans at a public hearing before the Siskiyou County Local Transportation Commission for acceptance.**

- **Responsible Party: Consultant**

<b>Task</b>	<b>Deliverable</b>
4.1	<i>Preparation of final plan for hearing.</i>
4.2	<i>Presentation of final plan to the SCLTC and meeting minutes. Hard and electronic copies of the final plan and exhibits.</i>  <i>Posting the final plan on the SCLTC website.</i>

**5. Task Title: Project Management**

**Task 5.1: Monitor ongoing progress of project and prepare and provide reports as required. Manage consultant contract.**

- Submit quarterly reports to Caltrans according to grant requirements.

**Task 5.2: Provide fiscal management for the project, including providing invoicing and ensuring proper documentation of expenditures and timely use of funds.**

- Submit invoices to Caltrans according to grant requirements.

- **Responsible Party: SCLTC**

<b>Task</b>	<b>Deliverable</b>
5.1	<i>Monitoring of project and contract management.</i>
5.2	<i>Provide reports to Caltrans project manager.</i>

**Steering Committee:**

The Siskiyou County Local Transportation Commission staff, members of the aviation community and other stakeholders will act as the Steering Committee for the project. The Steering Committee will ‘review and comment’ on the technical memorandums and on the draft RAP prior to submittal to the SCLTC. In addition, SCLTC staff will attend public participation meeting(s) with the Consultant.

**Description of work to be performed by SCLTC:**

The SCLTC staff will provide general project oversight and liaison between the Consultant, Caltrans and other local and state agencies responsible for oversight, review and approvals.

SCLTC staff will provide the selected Consultant with the following:

1. Operating agency will provide documentation of financial and operational data as needed.

The Siskiyou County Local Transportation Commission staff will review Administrative Draft documents prior to preparation of documents for distribution to steering committee or public and will be responsible for publishing any legal notices, display ads, and circulating the document(s).

**IV. DELIVERABLES AND TARGET DATES**

**The consultant selected will be required to submit:**

1. A project status report with each monthly billing.
2. An Administrative Draft of each technical memorandum in electronic format recognizable by MS Word.
3. Technical memoranda in electronic format recognizable by MS Word for SCLTC staff distribution to the Steering Committee and others.
4. An Administrative Draft of the Draft RAP in electronic format recognizable by MS Word.
5. Eight (8) bound copies and one electronic copy of the **Draft RAP** for circulation and for the Steering Committee review and public workshop for final changes to Draft documents.
6. An Administrative Draft of the Final RAP in electronic format recognizable by MS Word.



7. Eight (8) bound copies and one electronic copy in MS Word of Final Draft RAP for the public hearing to adopt RAP.
8. Eight (8) bound copies of the adopted Final RAP, one (1) reproducible hard copy and one (1) electronic copy recognizable by MS Word to SCLTC staff for distribution, circulation and posting on the county website.

**Target dates:**

- |   |   |
|---|---|
| • June 12, 2018                             | Proposal due date   |
| • August 14, 2018                           | SCLTC award contract  |
| • September 3, 2018                         | Consultant begins RAP   |
| • September 17, 2018                        | Kickoff meeting & begin public outreach                                       |
| • October 15, 2018 thru<br>January 17, 2019 | Series of Technical memos, Steering<br>Committee meetings and public outreach |
| • February 12, 2019                         | SSTAC public workshop and direction for<br>Final RAP                          |
| • April 18, 2019                            | Final RAP submitted by Consultant   |
| • May 14, 2019                              | Presentation of the Final RAP to the SCLTC                                    |
| • June 11, 2019                             | SCLTC adopts resolution approving the RAP                                     |

The final Draft RAP must be completed and ready for adoption by the Transportation Commission no later than June 11, 2019. (SCLTC meetings are the second Tuesday of the month.) These dates could be modified by the Executive Director. It is understood that agency comments and Commission direction could alter this timeline.

<b>V. PROPOSAL CONTENTS</b>
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At a minimum, the following information should be included in the proposal.

1. A statement demonstrating understanding of the scope of work necessary to prepare a RAP in conformance with state and federal requirements.
2. A list of the personnel who would be working on the project team, including a summary of their qualifications and work experience.
3. A representative list of similar projects completed within the last five years.
4. Provide a list of at least three references of clients for which you have completed similar work. Include a description of the completed projects, the duration, and contact information.
5. A work plan and time schedule to complete the scope of work.
6. Consultant’s current hourly rate schedule, listed by employee classification and unit charges for mileage, per diem and other miscellaneous charges or reimbursable expenses.
7. Any objections to the provisions of the personal services agreement.
8. Consultant must comply with Federal Title 49 CFR Part 29 (Debarment and Suspension; copy attached); and also comply with Federal Title 49 CFR 20 (New Restrictions on

Lobbying; copy attached), if the bid or offer exceeds \$100,000. Each shall be submitted with the proposal.

- 9. The submittal is *NOT* to include a cost proposal. Detailed scope and costs per task shall be negotiated after Consultant selection.**

## **VI. PROPOSAL PROCESS**

### **Proposal Submittal:**

The proposal shall not exceed twenty (20) pages (excluding attachments). Please submit one original, signed by the officer of the firm, **six (6) printed copies** of the written proposal, and one proposal in Adobe PDF on a USB drive to:

**Melissa Cummins, Executive Director  
Siskiyou County Local Transportation Commission  
190 Greenhorn Road  
Yreka, CA 96097**

Submittals must be received **before 2:00 pm on Tuesday, June 12th, 2018**. This is a firm deadline, and no proposal will be considered after this time. Postmarks will not be accepted.

All proposals become the property of the SCLTC and part of its official records. The cost of preparing and submitting a proposal, and participating in an interview (if conducted), are at the sole expense of the proposer. The SCLTC reserves the right to reject any or all proposals, and to waive any informality, technical defect, or clerical error in any proposal as the interest of the SCLTC may require. Solicitation of proposals in no way obligates the SCLTC to contract with any firm or individual. The decision to approve and award a contract is at the discretion of the SCLTC.

**Modification or Withdrawal of Proposal:** Any proposal received prior to the deadline may be withdrawn or modified by written request of the consultant. To be considered, the modification must be received in writing, with the same number of copies as the original proposal, prior to the deadline.

**RFP Addendum:** Any changes to the RFP will be made by written addenda issued by the SCLTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation and be forwarded to prospective consultants. It will be the consultant's responsibility to assure that all addenda are incorporated into the proposal as required according to all the terms and conditions for submittal of the proposal.

**Verbal Agreement or Conversation:** No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the SCLTC shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

**Lobbying:** Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining and Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Disadvantaged Business Enterprise Firms:** It is the policy of Siskiyou County to provide full opportunity for all interested parties, including Disadvantaged Business Enterprise (DBE) firms to respond to, or participate in work outlined in this RFP. No specific DBE goals have been established for this project.

**Protests:** Protests regarding any aspect of this RFP must be submitted in writing to the SCLTC, c/o Melissa Cummins, 190 Greenhorn Road, Yreka, CA 96097 by 2:00 pm on May 30, 2018. The protest filed with the SCLTC shall:

1. Include the name and address of the protester.
2. Contain a statement of the ground for protest and any supporting documentation.
3. Indicate the desired relief.

## **VII. PROPOSAL EVALUATION**

The Consultant which meets the requirements specified in this RFP and submits the proposal considered most advantageous to the SCLTC based on the evaluation criteria below will be selected. Screening and selection will be made by a consultant selection panel composed of SCLTC staff; County Department of General Services; members of the aviation community; a Caltrans representative from District 2, and possibly a SCLTC commissioner.

Proposal evaluation will be based on the following:

- Understanding of the scope of work and project requirements. (Provided detailed scope of work?)
- Familiarity with Siskiyou County aviation issues. (Scope of work identified key local issues?)
- Qualifications of staff for work to be performed. (Included resumes of key personnel that will be working directly on the project?)

- Experience with similar kinds of work. (Identified a project manager, the person doing most of the work, RAP experience?)
- Present workload and staff availability of firm, ability to meet project schedule. (Amount of time the firm can dedicate to the project?)
- Familiarity with County, State and Federal aviation regulations. (Has experience working in the aviation field with similar projects including experience with preparing a RAP Plan?)
- Familiarity with Federal Aviation Administration and Caltrans regulations and guidelines for preparing RAP. (Similar work completed recently?)
- Financial responsibility (Current hourly rates, years in business, number of similar projects completed?)

Following proposal evaluations, one or more consultants *may* be invited to interview with the consultant selection panel to explain their relevant experience, approach, and methodology. The consultant selection panel will rank the interviewed firms. ***The consultant selection panel may choose to forgo the interview process and begin negotiations with the top-ranked consultant.***

Contract negotiations will be initiated with the top-ranked consultant. In the event an agreement cannot be successfully negotiated with the top-ranked consultant, the second-ranked consultant will be invited to enter into negotiations. This process will be continued until a satisfactory agreement can be negotiated or a new RFP will be routed.

## **VIII. CONTRACT AWARD**

The selected firm will be required to enter into a contract with the SCLTC in a form acceptable to the SCLTC (a standard contract is attached). The Executive Director of the SCLTC will schedule the proposed contract for consideration by the SCLTC on August 14, 2018. The contract is not in force until it is awarded by the SCLTC and been signed by all parties.

## **VIII. CONTACT PERSONS**

Questions concerning this RFP may be directed to:

Melissa Cummins, Executive Director  
 (530) 842-8220 or mcummins@co.siskiyou.com

## PREPARATION OF SISKIYOU COUNTY

### 2018 REGIONAL AVIATION PLAN

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 20

#### RESTRICTIONS ON LOBBYING

#### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned [Consultant] 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 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 in 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, and officer of 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 1 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 for each such expenditure or failure.]

The Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant 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 Consultant's Authorized Official

\_\_\_\_\_

Name and Title of Consultant's Authorized Official

\_\_\_\_\_

Date

**PREPARATION OF SISKIYOU COUNTY**

**REGIONAL AVIATION PLAN**

**2018-2022**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The prime Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- (3) does not have a proposed debarment pending; and
- (4) has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and  
duly authorized representative of the firm of \_\_\_\_\_ whose address  
is \_\_\_\_\_, and that,  
except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant to solicit or secure this Agreement; nor
  
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, nor
  
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)





- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. SCLTC shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. SCLTC may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

#### **ARTICLE 4. COMPENSATION**

- 4.01** Compensation: In consideration for the services to be performed by Contractor, SCLTC agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A. Payment shall not exceed amount appropriated by the SCLTC for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: SCLTC shall pay within 30 days of receipt of invoices from the Contractor to the SCLTC, and approval and acceptance of the work by the SCLTC.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for SCLTC, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. SCLTC shall not be responsible for any expense incurred by Contractor in performing services for SCLTC.

#### **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Executive Director or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from SCLTC.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of

insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

- 5.05** Indemnification: Contractor shall indemnify and hold SCLTC harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming SCLTC as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by SCLTC of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the SCLTC, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by SCLTC or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to SCLTC. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to SCLTC. The SCLTC will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to SCLTC.
- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the SCLTC prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term

of this Contract, without thirty (30) days written notice to SCLTC prior to the effective date of such cancellation. **Naming the SCLTC as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of SCLTC, contractor shall file certificates of insurance with SCLTC showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to SCLTC.**

- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the SCLTC, Contractor shall indemnify, defend, and hold harmless SCLTC for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SCLTC. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any SCLTC group plan for hospital, surgical or medical insurance, or for membership in any SCLTC retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a SCLTC employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the SCLTC, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County’s Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not SCLTC’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. SCLTC will not withhold FICA (Social Security) from Contractor’s payments;
  - b. SCLTC will not make state or federal unemployment insurance contributions on behalf of Contractor.
  - c. SCLTC will not withhold state or federal income tax from payment to Contractor.

- d. SCLTC will not make disability insurance contributions on behalf of Contractor.
- e. SCLTC will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12** Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of SCLTC, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of SCLTC is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the SCLTC, and Contractor hereby agrees to deliver the same to the SCLTC upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the SCLTC and are not necessarily suitable for any future or other use.
- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the SCLTC for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the SCLTC.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the SCLTC.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and SCLTC is provided evidence of such reduction/waiver, all

nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by SCLTC shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of SCLTC.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify SCLTC in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

## **ARTICLE 6. OBLIGATIONS OF SCLTC**

- 6.01** Cooperation of SCLTC: SCLTC agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

## **ARTICLE 7. TERMINATION**

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
  2. Death of Contractor

- 7.02** Termination by SCLTC for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, SCLTC, at SCLTC's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of SCLTC: SCLTC may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: SCLTC may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

## **ARTICLE 8. GENERAL PROVISIONS**

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for SCLTC and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the SCLTC as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and

- ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either SCLTC or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the SCLTC and any action brought relating to this Contract shall be brought exclusively in a state court in the SCLTC.
- 8.08** Reduction of Consideration: Contractor agrees that SCLTC shall have the right to deduct from any payments contracted for under this Contract any amount owed to SCLTC by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If SCLTC exercises the right to reduce the consideration specified in this Contract, SCLTC shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.



**8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, SCLTC and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Signature Page Follows On Next Page

Siskiyou County  
Local Transportation Commission

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

\_\_\_\_\_  
Joan Smith Freeman, CHAIR

ATTEST:  
Melissa Cummins  
Executive Director

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

CONTRACTOR: name of contractor

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

\_\_\_\_\_  
[Contractor Signatory Name and Designate  
official capacity in the business]

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

\_\_\_\_\_  
[Contractor Signatory Name and Designate  
official capacity in the business]

License No.: \_\_\_\_\_  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. \_\_\_\_\_

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
2506	303030	723000	

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed:

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

# Agenda Worksheet

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TO: SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

DATE: May 9, 2018

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SUBJECT: Agenda Item # 6

Federal Apportionment Exchange Program Agreement for FY 2017/2018

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SUMMARY (Description of Issue):

Each year the Siskiyou County Local Transportation Commission receives State Highway Account funds representing the County's share of the Federal Regional Surface Transportation Program. In past years the allocation was \$ 29,497, \$ 59,863, and most recently the allocation increased to \$ 144,723. The allocation for 2017/2018 is identified as \$ 88,287.00.

Eligible projects include:

- Construction, Reconstruction, Rehabilitation, Resurfacing, Restoration, and Operational Improvements on:
  - o Federal Aid Highways not functionally classed local or rural minor collectors.
  - o Bridges, including bridges on public roads of all functional classifications.
- Capital costs for transit projects eligible under Federal Transit Act
- Carpool projects
- Highway and Transit safety improvements and programs and hazard elimination.
- Highway and Transit R&D and Technology Transfer programs.
- Capital and Operating costs for traffic monitoring, management and control.
- Surface transportation planning programs
- Transportation Enhancement Activities
- Transportation control Measures listed in Section 108 of the Clean Air Act.

This apportionment is available for allocation to projects defined under Sections 133 (b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution and implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highway Code.

Recently funded projects include:

- |                      |                         |            |
|----------------------|-------------------------|------------|
| - City of Etna:      | Pedestrian Improvements | \$ 60,000  |
| - City of Dunsmuir:  | Pedestrian Improvements | \$ 32,000  |
| - City of Mt Shasta: | Sidewalk Improvements   | \$ 124,092 |

RECOMMENDED ACTION:

Authorize the Executive Director to execute the Federal Apportionment Exchange Program Agreements for FY 2017/2018.

FEDERAL APPORTIONMENT EXCHANGE PROGRAM  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
REGIONAL TRANSPORTATION PLANNING AGENCY

District: 02

Agency: Siskiyou County Transportation Commission

Agreement No. X18-6151(030)

AMS Adv ID:0218000150

THIS AGREEMENT is made on \_\_\_\_\_, by Siskiyou County Transportation Commission, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of federal apportionments made available to STATE for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program/Regional Surface Transportation Block Grant Program [RSTP/RSTBGP] funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP/RSTBGP apportionment:

\$88,287.00 for Fiscal Year 2017/2018

The above referenced portion of RTPA's estimated annual RSTP/RSTBGP apportionment is equal to the estimated total RSTP/RSTBGP apportionment less (a) the estimated minimum annual RSTP/RSTBGP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP/RSTBGP minimum apportionment, and (c) those RSTP/RSTBGP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP/RSTBGP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Siskiyou County.

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For Caltrans Use Only

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I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance



Accounting Officer

| Date 4/17/18 | \$88,287.00



3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP/RSTBGP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed \$88,287.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP/RSTBGP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other public transportation agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 6 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP/RSTBGP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

#### 9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) RTPA will assure that its fund recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the parties, hereto, STATE is authorized to intercept and withhold future payments due RTPA and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

#### 10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

#### 11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### 12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

**13. TRAVEL AND SUBSISTENCE**

Payments to only RTPA for travel and subsistence expenses of RTPA forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department of Transportation

Siskiyou County Transportation Commission

By: \_\_\_\_\_  
Office of Project Implementation  
Division of Local Assistance  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Agenda Worksheet

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TO: SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

DATE: May 9, 2018

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SUBJECT: Agenda Item # 7

STAGE Student Summer Pass Pilot Program

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SUMMARY (Description of Issue):

Please refer to the attached staff report regarding a new program that is being proposed by staff.

This item will be presented to the Board of Supervisors on Tuesday, May 15<sup>th</sup> for consideration.

RECOMMENDED ACTION:

Discussion only.

**Date:** May 1, 2018  
**To:** Board of Supervisors / Siskiyou County Local Transportation Commission  
**From:** Melissa Cummins, Transportation Services Manager  
**RE:** Student Summer Pass Program

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Over the past four years STAGE has seen a dramatic decrease in ridership. The chart below demonstrates this decrease.

Fiscal Year	Total Ridership	Average Monthly Ridership	Total Fares Collected
2014-2015	81,004	6,750	\$ 235,080
2015-2016	69,128	5,760	\$ 219,031
2016-2017	59,331	4,944	\$ 175,632

This issue is not exclusive to STAGE. During recent discussions with our peers transit agencies all across California are experiencing similar decreases. As a result of this decrease our fare revenues collected have also decreased as demonstrated in the ‘Total Fares Collected’ column above.

As a result of decreasing ridership and revenue staff have discussed various options of new programs we could implement to increase both performance measures.

Current Fare Structure

STAGE’s current fare structure is as follows:

<u>Regular Fares</u>		<u>Discount Fare</u>	
Base Fare	\$ 4.00	\$ 2.75	**Does not apply to Happy Camp.
Next Town	\$ 2.50	N/A	
In Town	\$ 1.75	\$ 1.25	
Weekly	\$ 30.00	\$ 27.50	

As a way to increase ridership and some additional revenue staff is proposing to run a pilot program for students during the summer of 2018. The following details how the program will operate.

Program Specifics

- The Student Summer Pass would be available to students between the ages of 5 and 17. Junior high or high school students would need to show their student ID cards to verify eligibility.
- The pass would be valid from June 15<sup>th</sup> through August 15<sup>th</sup> with unlimited rides.

- Passes would be available for purchase at the Siskiyou County Transit Center in Yreka. We have contacted the various City Halls about them selling the passes on our behalf.
- Passes would be preprinted by a local print shop. Drivers would track ridership through a key on the fare box.
- We are proposing a cost of \$ 40.00 for the pass. This is equivalent to 10 one way fares or five round trip fares on all of our routes (except Happy Camp).

Staff researched other similar programs currently in place at other transit agencies.

*Placer County Transportation Planning Agency*

Cost: \$ 10.00

Valid: 6/1 through 8/31

Program available to elementary through high school students for unlimited rides.

Requires junior high or high school students to show school ID.

*South County Transit*

Cost: Free

Valid: 6/15 through 8/15

They require students using the passes to participate in an educational workshop on how to read the schedules and ride the bus. They also review conduct rules with students.

These are only a few examples of similar programs offered by transit agencies in California. Many of the programs offer free passes, but those areas have significantly more ridership and access to additional revenue.

*Benefits of the Program*

- 1) Encourages youth to try public transit.
- 2) Increases access for kids to travel independently (and reduce parent taxiing).
- 3) Gives students access to travel to area pools, summer jobs, the movie theater and other destinations throughout the communities we serve.
- 4) Generates a small amount off additional revenue for STAGE.

*Disadvantages of the Program*

- 1) We currently do not track ridership by age groups, so it is uncertain how many existing passengers will take advantage of the new summer pass.

- 2) There could be a small loss of revenue from existing riders who take advantage of this program, but the added benefit of encouraging youth to learn how to ride public transit, the increased accessibility to local pools and other area destinations will be an offset.

Additional Information: The City of Yreka is very supportive of this program. This program would assist the city with providing access to other area pools as Ringe Pool is not expected to open this summer.

Program Costs

- 1) Printing of special passes.
- 2) Flyers and other promotional advertising.

# Agenda Worksheet

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TO: SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

DATE: May 9, 2018

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SUBJECT: Agenda Item #8

Staff Report to Commission Regarding Disbursements, Reimbursement Requests and Executed Documents

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SUMMARY (Description of Issue):

Staff completed and submitted the following:

Reporting/Applications:

- Submitted the 3<sup>rd</sup> Quarter FY 2017/2018 Overall Work Program invoice to Caltrans.

Other:

- Staff received a notification that our request for funding from the SB1 program for rolling stock replacement was approved.
- Submitted the FY 2018/2019 SCLTC and Overall Work Program budgets.

Upcoming Items:

- Contract for Commission Legal Services
- Final draft of the FY 2018/2019 Overall Work Program.

RECOMMENDED ACTION:

Informational Only.