

**Siskiyou County
Local Transportation Commission
Request for Proposals (RFP)
5 Year Contract (With Renewal Option)
Executive Director
Siskiyou County Local Transportation Commission**

**190 Greenhorn Road
Yreka, CA 96097**

Proposal Start Date: April 23, 2021

Proposal End Date: May 28, 2021

Q & A End Date: May 21, 2021

Proposal Contact: Angie Stumbaugh or Angela Adkison
P: 530.842.8297 or 530.842.8226
astumbaugh@co.siskiyou.ca.us
aadkison@co.siskiyou.ca.us

Proposal Due Date/Time: May 28, 2021 at 3:00PM

Siskiyou County Local Transportation Commission (“SCLTC”) is requesting a qualified proposal for the full-time Executive Director position for the Siskiyou County Local Transportation Commission located at 190 Greenhorn Road, Yreka, CA 96097.

Scope of Work:

See Attachments Exhibit “A” is the Executive Director Job Description, Exhibit “B” is the Example Executive Director Contract, Exhibit “C” is the SCLTC Bylaws which shall be used as an Outline for Existing Programs, Grant Details, Relationships between STAGE/Siskiyou County/Local Transportation Commission, and Protocols, and Exhibit “D” is the Proposal Requirement Checklist.

Instructions for Proposers:

General:

The proposal should display clearly and accurately the capability, knowledge, experience and capacity of the proposer to meet the requirements of this RFP and the Executive Director Job Description (Exhibit “A”). Proposals shall be concise and include a resume, pertinent work experience, five (5) references, and a quote for service.

Submit two (2) original copies by May 17, 2021 at 3 p.m., Attention: Angie Stumbaugh or Angela Adkison. We will only accept hand-delivery or mail delivery. Faxed and Emailed copies will not be accepted.

Prior Experience:

Provide documentation demonstrating pertinent experience for the past three (3) years.

Proposed Contract

Please review and evaluate “Example Contract for Executive Director”- attached as Exhibit “B”. Successful proposer will be required to come into a contract with the SCLTC for a term of Five (5) years. Optional renewal of contract will be available. In addition, please include the proposed contract amount on a per year amount and total contract amount.

Capabilities:

Must be qualified and able to perform the duties set forth in Exhibit “A”.

References:

Provide name and contact information for a minimum of five (5) individuals, businesses, or commissions to whom you have provided similar services.

Proposal Submission:

All proposals shall be enclosed in a single sealed package plainly marked with the words "Proposal Responding to Siskiyou County Local Transportation Commission – Executive Director RFP".

The Siskiyou County Local Transportation Commission assumes no obligation in the solicitation of this Proposal and all costs of responding to this solicitation shall be borne by the interested parties. The Siskiyou County Local Transportation Commission reserves the right to request additional information from the Proposer in writing.

All proposals shall be received no later than May 28, 2021. Proposals shall be delivered to the Siskiyou County Transit Center office located at 190 Greenhorn Road, Yreka, California 96097.

Late proposals shall not be accepted. The Siskiyou County Local Transportation Commission assumes no responsibility for “late proposals” and it is the sole responsibility of the responder to ensure that the proposal is received by the deadline. No postmarks, faxes or emails will be accepted.

Selection Process and Criteria:

An evaluation committee composed of the SCLTC will review and screen all proposals. The committee will select one proposal. The final contract will be authorized and executed by the Siskiyou County Local Transportation Commission Board.

Questions Concerning Proposal Requirements

All questions and/or inquiries regarding the RFP shall be submitted in writing no later than TBD and directed to:

Angie Stumbaugh or Angela Adkison
530.842.8297 or 530.842.8226
astumbaugh@co.siskiyou.ca.us
aadkison@co.siskiyou.ca.us

Proposal Submission for Siskiyou County Local Transportation Commission – Executive Director

Date: _____

Name: _____

Proposed Contract Amount (Per Year): _____

Total Proposed Contract Amount: _____

I am authorized to submit the enclosed bid on behalf of myself and/or my organization.

Exhibit A

Siskiyou County Local Transportation Commission Job Description Executive Director

Definition

Under policy direction of the Siskiyou County Local Transportation Commission (“SCLTC”), plans, organizes, coordinates, and administers through management staff all transportation-related functions and activities for Siskiyou County Local Transportation Commission; provides policy guidance and coordinates the activities and directions of the Commission; fosters cooperative working relationships with a variety of inter-governmental agencies, civic groups, and staff; and does related work as required. In addition, this position is under contract between the Commission to plan, organize, coordinate, and manage functions and activities for the Siskiyou County Local Transportation Commission.

Distinguishing Characteristics

This Individual or business of Executive Director has overall responsibility for policy development, program planning, fiscal management, administration, and operation of all Commission functions, programs, and activities. The incumbent is responsible for accomplishing Commission goals and objectives and for ensuring that the area served is provided with desired and mandated services in an effective, cost efficient manner. The Executive Director is appointed by and serves at the pleasure of the Commission. The Executive Director does not have the authority to contract on behalf of the Commission without an approved vote from the Commission and an executed Resolution.

Typical and Important Duties

Duties may include, but are not limited to, the following:

- Plans, organizes, coordinates, and directs, through others the work of the Commission.
- Develops and directs the implementation of Commission goals, objectives, policies, procedures, and work standards.
- Works closely with the various governing bodies, boards, and commissions, a variety of public and private organizations, and citizen groups in implementing

programs and projects to solve identified problems; advises the Commission on issues and programs.

- Prepares and recommends long range plans for Commission services and programs; develops specific proposals for action on current and future Commission needs.
- Makes final interpretations and recommendations of Commission regulations and various codes and applicable laws to ensure compliance.
- Directs the preparation and administration of the Commission's annual budget.
- Represents the Commission in contacts with various governmental agencies, community groups, and various business, professional, and other organizations directly or through subordinate staff.
- Coordinates the preparation of a wide variety of reports or presentations to the Commission or other governing bodies.
- May direct the selection, supervision, and the evaluation of future SCLTC staff; may plan, evaluate, and supervise the work of future direct report staff; may monitor and direct future Commission wide employee relations, staff development, and other issues.
- Directs the development and implementation of management systems, procedures, and the application of standards for program evaluation.
- Performs other related duties and responsibilities as directed by the Commission.
- The Executive Director will perform similar duties as identified above in his/her capacity as the Executive Director of SCLTC in areas outside the discipline of transportation and also coordinate and integrate activities between the Siskiyou County Department of Transportation and the Commission as appropriate and necessary.

Experience and Training

Any combination of experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience: Three (3) or more years of progressively more responsible professional-level transportation-related experience, including at least three (3) or more years in same or similar position.

Training: A bachelor's or master's degree from an accredited college with major coursework in transportation planning or engineering, business administration, public administration, economics, finance, or a related field.

Job-Related Qualifications

Knowledge of:

- Administrative principles and methods, including goal setting, program and budget development and implementation, and employee supervision.
- Principles, practices, and program areas related to the management of a public agency.
- Applicable legal guidelines and standards affecting public agency administration.
- Principles and practices of budget development and administration.
- Funding sources impacting transportation-related program and service development.
- Social, political, and environmental issues influencing program administration.
- Principles and practices of contract administration and evaluation.
- Local, regional, state, and federal laws, ordinances, and policies governing transportation issues.
- Local and regional bodies that implement laws, ordinances, and policies governing transportation issues.
- Organization and function of local, state, and federal public agencies as they relate to transportation issues.
- Meeting noticing and agenda setting requirements for public meetings.

Ability to:

- Plan, organize, administer, and coordinate a variety of large and complex transportation-related services, projects, and programs.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Analyze complex technical and administrative transportation-related services problems, evaluate alternative solutions and implement effective courses of action.
- Prepare clear and concise reports, correspondence, and other written materials

- Establish and maintain cooperative working relationships with the Commission, and a variety of citizens, public and private organizations, boards and commissions.
- Exercise sound, independent judgment within general policy guidelines.
- Understand and integrate a variety of transportation-related programs.
- Analyze difficult problems, develop a positive course of action, and follow through on its implementation.
- Communicate effectively in writing, orally, and with others to assimilate, understand, and convey information, in a manner consistent with job functions.
- Make effective public presentations.
- Represent the Commission effectively in contacts with elected and other officials, representatives of other agencies, and the public, occasionally in situations where relations may be difficult or strained.
- Organize own work, set priorities, meet critical deadlines, and follow-up on assignments with a minimum of direction.
- Work in a safe manner modeling correct safety practices and procedures.
- Maintain confidentiality regarding sensitive information.

Skill in:

- Using a personal computer and associated applications, such as transportation models, geographic information systems, and related planning applications.

Licenses and Certificates

All licenses and certificates must be maintained as a condition of employment.

- A valid appropriate California driver’s license may be required.
- Maintain a satisfactory driving record.

Special Requirements

Essential duties require the following physical skills, abilities, and work environment:

Physical Skills: Able to use standard office equipment, including a computer and other electronic equipment; arm, hand, finger, wrist, leg, or foot motion repetitively; firmly or lightly grasp items as needed; sit, stand, walk, kneel, and maintain sustained posture in a seated or standing position for prolonged periods of time; vision to read printed

materials, a computer screen, and to work in a typical office environment; hearing and speech to communicate in person, over the telephone, and to make public presentations; lift and carry 30 pound boxes, files, and materials.

Ability to: Travel to different sites and locations; drive safely to different sites and locations; work protracted and irregular hours and evening meetings or work unusual hours for meeting attendance or participation in specific projects or programs. Ability to work in a full-time capacity (40 Hours/Week).

Work Environment: Mobility to work in a typical or remote office setting.

Exhibit B

Siskiyou County Local Transportation Commission (SCLTC) Contract for Executive Director Consulting Services

This Contract made this _____ day of _____, 2021 between:

SCLTC: Siskiyou County Local
 Transportation Commission
 190 Greenhorn Road
 Yreka, Ca 96097
 (530) 842-8220

And

Contractor: Contractor Name
 Contractor Address
 Contractor Address
 Contractor Phone Number

Article 1. Term of Contract

1.01 Contract Term: This Contract shall become effective on July 1, 2021 and shall terminate on June 30, 2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

Article 2. Independent Contractor Status

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of SCLTC. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between SCLTC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

Article 3. Services

3.01 Specific Services: Contractor agrees to furnish the following services:

Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the SCLTC stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with SCLTC and the results of the work shall be monitored by the SCLTC.

- 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.

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 SCLTC 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 SCLTC Risk Manager. If the amount of insurance is reduced by the SCLTC Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the 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, contactors 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 SCLTC'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 SCLTC 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 County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 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 Accumulation 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.

Date: _____

Name, Chair
Local Transportation Commission

CONTRACTOR: Contractor Name

Date: _____

Name, President
Taxpayer I.D.

APPROVED AS TO LEGAL FORM:

Name, LTC Counsel (Date)

ACCOUNTING:

Fund-Organization-Account-Activity Code (if applicable)

FY 21/22:
2506-303030-723000 \$

FY 22/23:
2506-303030-723000 \$

FY 23/24:
2506-303030-723000 \$

FY 24/25:
2506-303030-723000 \$

FY 25/26:
2506-303030-723000 \$

If not to exceed, include amount not to exceed: \$

Encumbrance number (if applicable):

Exhibit C
Bylaws of the
Siskiyou County Local Transportation Commission

December 10, 2019

Statement of Purpose

Representatives from the County of Siskiyou and the nine incorporated cities within the county make up a State mandated six-member transportation commission called the Siskiyou County Local Transportation Commission (SCLTC). The SCLTC is intended to act as the lead planning and administration agency for transportation projects and programs in Siskiyou County. It is the duty of the SCLTC to establish rules and regulations for administering transportation planning and allocating the local transportation funds in accordance with the applicable sections of the Government Code (GC Sections 29530 et seq.), Public Utilities Code (PUC Sections 99200 et seq.), and California Code of Regulations (CCR Sections 6600 et seq.).

Mission Statement

The mission of the SCLTC is to provide for acceptable levels of mobility and access for the citizens, goods and services in and through Siskiyou County.

Vision Statement

The actions of the Siskiyou County Local Transportation Commission will maintain and enhance reliable, flexible, efficient and safe transportation systems throughout Siskiyou County.

Article 1 – Definitions

1. Commission: Commission means the governing body of the SCLTC.
2. RTPA: RTPA stands for Regional Transportation Planning Agency and refers to the SCLTC.
3. Chair: Refers to the Chairman of the SCLTC.
4. Executive Director: Refers to the Executive Director of the SCLTC.
5. Area of Service: All of Siskiyou County.
6. Member Agency: One of the nine incorporated Cities and the County of Siskiyou.

7. Participating Agency: An agency that is involved in a project that receives funding through the SCLTC.

Article 2 – General Provisions

Section 1: These bylaws shall apply to the SCLTC. The SCLTC is a state mandated regional transportation planning agency for Siskiyou County.

Section 2: The SCLTC shall consist of three members appointed by the Siskiyou County Board of Supervisors and three members appointed by the Siskiyou County League of Local Agencies. Appointees shall be elected officials of the agencies appointing them and shall serve at the pleasure of that agency.

Section 3: If any appointed Commission member is unable to attend 3 or more consecutive regular meetings, the Chair may request the appointing organization to appoint a replacement member.

Article 3 – Functions

The functions of the SCLTC are as follows:

- a) To carry out all responsibilities as the Regional Transportation Planning Agency (RTPA) as designated by the California Government Code section 65080(b).
- b) Follow all rules governing the administration of the Local Transportation Fund as established by applicable State laws and rules, and where conflicts exist between those rules established by the SCLTC and rules promulgated by the state, state rules shall supersede those of the SCLTC absent a process for appeals.
- c) Approve Local Transportation Fund allocation requests, in priority order, and convey allocation instructions to the County Auditor by written memorandum of its Executive Director and accompanied by a copy of the resolution authorizing the action. The Commission shall convey at least one allocation instruction annually.
- d) May approve monies allocated to a claimant be reserved for up to five years, in the Local Transportation Fund, for future payment to the claimant for a specific capital project.
- e) Provide a venue for discussion and study of regional transportation problems of mutual interest to member agencies.

- f) Coordinate with the Karuk Tribe of California and the Quartz Valley Indian Reservation to insure that the interests of the Indian Tribal Governments are considered in the development of transportation plans and programs.
- g) To act as Area-wide Planning Organization (A-95 Clearinghouse) as designated by the U.S. Department of Housing and Urban Development (HUD).
- h) To serve as the lead agency for determination of air quality conformity between transportation plans, programs and projects and the applicable State Implementation Plan.
- i) To serve as the Administrative and Policy making agency for Siskiyou County Transit and General Express (STAGE).
- j) SCLTC staff will send notices to Cities and Local Agencies when grant announcements are published.

Article 4 – Meetings

Section 1: Regular meetings of the SCLTC shall generally be held on the first Tuesday of the month, or as necessary, at a time and location that is mutually agreeable to the Commission. The Chair or the Executive Director may reschedule regular meetings, as the need arises. The Executive Director shall cause written notice of all regular meetings to be given to all members of the Commission at least 72 hours in advance of the meetings. The notice shall contain an agenda for the meeting and the time and location of the meeting.

Section 2: Special meetings of the SCLTC may be called by the Chair or upon written request of four members of the Commission. The Executive Director shall cause notice of all special meetings to be given to all members of the Commission and to all media outlets that have requested notice in writing at least 24 hours in advance of the meetings. The notice shall state the time, location and purpose of the meeting. Only matters specified in the notice may be considered at the special meeting.

Section 3: Any regular or special meeting may be adjourned to a time and location specified in the order of adjournment. If all Commission members are absent, the Executive Director may adjourn the meeting to a stated time and location. If one or more Commission members are present, but less than a quorum, the members present may adjourn the meeting to a mutually agreed upon time and location.

Section 4: When the majority of the Commission determines that an emergency situation exists, it may call an emergency meeting. Telephonic notice must be provided to all media outlets that have requested that they receive notice of any special meeting at least one

hour prior to the meeting, or as otherwise provided by the Ralph M. Brown Act (California Code Section 54950 et seq).

Section 5: All meetings of the SCLTC shall be open to the public and held in accordance with the Ralph M. Brown Act and open meeting laws.

Section 6: All committees and working groups of the Commission shall meet on call of the Executive Director. Each committee or working group member shall be notified of a meeting, either personally or by written notice, at least three calendar days prior to the meeting.

Section 7: When the Commission is scheduled to consider a matter that requires a public hearing, notice of such a public hearing shall be published in a local newspaper of general circulation at least 10 days prior to the hearing. In the case of the annual unmet transit needs hearing, held in accordance with California Public Utilities Code Section 99238.5, the notice of public hearing shall be published at least 30 days prior to the hearing. All notifications shall be consistent with the SCLTC Public Participation Plan.

Article 5 – Conduct of Meetings

Section 1: Except as herein or otherwise provided, Roberts Rules of Order shall govern all proceedings of the Commission. In any event, all proceedings and conduct of meetings shall be in full compliance with the State of California Code.

Section 2: It shall be the policy of the SCLTC to entertain the opinions of any person, firm or corporation relative to any pending matter. The chair shall, however, have the prerogative to limit the time of any presentations.

Section 3: The chair may, with the approval of a majority of the representatives present, adjourn any meeting to a time and location of his/her choice.

Section 4: All votes shall be cast by the person or persons authorized to do so by the member government they represent. No proxy, absentee or fractional votes may be cast.

Section 5: Closed sessions shall be held in conformance with the Government Code of the State of California.

Article 6 – Quorum & Voting

A quorum and voting at Commission meetings shall be as follows:

Section 1: A majority of the members of the Commission (4 out of 6) shall constitute a quorum.

Section 2: There shall be one alternate per appointing agency.

Section 3: A quorum must be present to conduct business.

Section 4: Each Commission member or their recognized alternate shall have one vote.

Section 5: The Commission shall take no action except upon the affirmative vote of at least four members.

Section 6: The Commission shall act by resolution or minute action. All resolutions shall be adopted by a vote recorded in the Commission minutes and signed by the Chair.

Article 7 – Duties of Officers

Section 1: The Chair shall preside at all meetings, decide questions of parliamentary procedure, call special meetings and perform such other functions and duties which may be prescribed by appropriate authority or which is customary of the office of the Chairperson.

Section 2: The Vice Chair shall perform the function and duties of the chair in the chair's absence.

Article 8 – Election of Officers

Section 1: Nomination and election of the Chair and Vice Chair shall be held annually at the first meeting after January first. Officers shall serve a one-year term. Any vacancy during the term shall be filled by nomination and election for such office for the remainder of the term. The positions of Chair and Vice Chair shall alternate each election, between representatives from the County and representatives from the nine cities.

Section 2: Nominations may include any member of the Commission and may be made by any member of the Commission.

Section 3: The election for the office of Chair and Vice Chair shall be held immediately after all nominations have been declared closed by the Chair.

Section 4: Officers shall take office immediately after their election or as soon thereafter as practicable and serve until disqualified or until their successors are duly elected.

Article 9 – Executive Director

Section 1: The SCLTC shall hire an Executive Director who shall serve at the will of the Commission. The Commission may hire an Executive Director pursuant to a contract with

an independent contractor/consultant or may contract with the Siskiyou County Director of Public Works, or a designee appointed by the Director and approved by the Commission. Sufficient funds shall be approved by the Commission for the Executive Director and any necessary staff to carry out the planning and administrative responsibilities of the SCLTC.”

Section 2: The Executive Director shall perform or supervise the administrative and secretarial work of the SCLTC. His/her specific duties entail serving as secretary to the SCLTC; keeping accurate and sufficient records of all proceedings; receiving and transmitting all correspondence; maintaining files for all reports; directing and coordinating the work of the SCLTC; preparing and administering the SCLTC annual budget; maintaining a record of all financial transactions; and such duties as are usually incidental to such position.

Section 3: The Executive Director shall:

- a) Advise all prospective Local Transportation Fund (LTF) claimants of the amounts of anticipated area apportionments in accordance with Section 6644 of the California Code of Regulations (CCR).
- b) Review claims submitted pursuant to Sections 6630 and 6732 of the CCR and prepare a proposed annual budget for Transportation Development Act (TDA) funds to be allocated to claimants as approved by the Commission.
- c) Transmit allocation instructions to the County Auditor to pay from LTF and State Transit Assistance (STA) funds those approved claims that are in the proper order and for which sufficient monies are available in accordance with Sections 6659 and 6752 of the CCR. Such payments shall be made in accordance with LTC policies and procedures.
- d) Prepare an amended budget for TDA funds as needed to make mid-year allocation and claim adjustments.
- e)

Article 10 – Operations

Section 1: The vote on all agenda actions shall be by voice vote unless a roll call vote is requested by a Commission member. If the roll is not called, the chair may order the motion unanimously approved. When the roll is called on any motion, any member present who does not vote in an audible voice shall be recorded as “aye”.

Section 2: Subjects for inclusion on the agenda are to be directed to the Executive Director. Any subject of mutual interest to the members of the Commission will be entertained, discussed and, if appropriate, voted upon.

- a) Subjects proposed for discussion by members of the Commission shall be automatically placed on the agenda.
- b) Subjects proposed for discussion by persons or organizations that are not members of the Commission shall be placed on the agenda upon approval of the Chair or the Executive Director.
- c) All written requests denied under the preceding sub-section shall be identified in the agenda under “correspondence “and read or distributed at the meeting upon the direction of the Chair or upon a majority of the Commission.
- d) Non-members will be recognized by the Chair, who will have the prerogative to establish time limits or other control measures he/she deems appropriate for presentations or comments.

Section 3: Minutes summarizing the Commissions transaction of business shall be kept by the Executive Director or such person as may be designated by the Executive Director. The minutes need only reflect such business as was actually acted upon by the Commission and shall not be required to reflect any remarks of members or of any other person, except at the special request of a member. A record shall be made of names and addresses of persons addressing the Commission, the title of such matter to which their remarks related and whether they spoke in support of, or opposition to, such matter. As soon as possible after each meeting, the Executive Director shall forward a copy of the minutes to each member. Unless a reading of the minutes is requested by a member, such minutes may be approved without reading if each member has been previously furnished a copy.

Article 11 – Amendments

These bylaws may be amended by a first hearing, which will include discussion and a reading. A second hearing will be held for final adoption by a majority vote of the Commission at any publicly noticed meeting.

Article 12 – Committees

Section 1: The Commission shall maintain two standing committees to advise the Commission on studies and projects on a continuing basis. The Executive Director shall provide staff support for the activities of these committees. The standing committees will include:

- a) **Technical Advisory Committee:** The Technical Advisory Committee (TAC) shall be composed of members of the staffs of the Siskiyou County Department of General Services, the Siskiyou County Transit Agency (Stage), the nine incorporated Cities of Siskiyou County, representatives from Caltrans District 2 and both the Karuk and Quartz Valley Rancheria tribes. The TAC shall review and evaluate all programs and projects for consideration by the Commission and shall provide its recommendation to the Commission.
- b) **Social Services Transportation Advisory Council:** The Social Services Transportation Advisory Council (SSTAC) shall include members selected, and activities conducted, in accordance with the Transportation Development Act (Public Utilities Code Section 99238 et seq) and in accordance with SSTAC Guidelines and Bylaws approved by the Commission.

Section 2: The Commission may establish additional committees or working groups as deemed necessary or convenient to fulfill the duties of the Commission at the will of the Commission.

Article 13 – Regional Transportation Planning

Section 1: In all cases, the Commission shall allocate funds only in accordance with a finding that the proposed expenditures are consistent with its adopted Regional Transportation Plan.

Section 2: The Commission shall, through its adopted annual Overall Work Plan (OWP), allocate to the various other participating agencies, sufficient funds to permit such agencies to perform their planning responsibilities as designated in the OWP.

Section 3: In discharging its comprehensive regional planning program responsibilities, the Commission shall be guided by the terms and provisions of its Memorandum of Understanding with the State, its adopted public participation procedures and by the provisions of the Overall Work Program.

Section 4: The Commission shall prepare and update, as necessary, policies and procedures for administration of planning and programming functions including the Overall Work Program, TDA claims and other provisions related to federal, state and local funding requirements.

Article 14 – Services

The Commission may contract out for legal services in the event of a conflict of interest with County Counsel, and shall contract out for independent audits and other professional services, as deemed necessary for administration and operational purposes. These

services shall be performed under the supervision of the Executive Director in accordance with procedures prescribed by Federal and State governments.

Article 15 – Referrals

The Commission may accept by letter or resolution referrals for study and report from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.

Article 16 – Mileage Reimbursement

Commissioners will be reimbursed mileage to attend meetings when they have to travel to Yreka specifically to attend meetings. The alternates will only be reimbursed if they are in attendance for an absent Commissioner from their appointing agency.

Article 17 – Adoption and Certification

These bylaws were duly adopted by the Siskiyou County Local Transportation Commission at its regular meeting held on December 10, 2019.

Exhibit D

Siskiyou County Local Transportation Commission Proposal Requirement Checklist Executive Director

Instructions:

Respondent must initial and date each of the following:

General

Respondent submitted the following General Information requirements within their Proposal:

- **Respondent's Full Name, Physical Address, and Contact Information**

Respondent's Initial/Date: _____

- **Respondent's Mailing Address**

Respondent's Initial/Date: _____

- **Respondent's Company Name, Title, Address, and Federal Tax ID #**

Respondent's Initial/Date: _____

- **Respondent's Resume**

Respondent's Initial/Date: _____

Prior Experience

Respondent submitted the following Prior Experience Information requirements within their Proposal:

- **Documentation demonstrating pertinent work experience for the last three (3) years**

Respondent's Initial/Date: _____

Proposed Contract Amount

Respondent submitted the following Proposed Contract Information requirements within their Proposal:

- **Respondent's proposed contract amount per year**

Respondent's Initial/Date: _____

- **Respondent's proposed total contract amount**

Respondent's Initial/Date: _____

Capabilities

Respondent submitted the following Capabilities Information requirements within their Proposal:

- **Documentation that Respondent is qualified and able to perform the duties set forth in Exhibit "A"**

Respondent's Initial/Date: _____

References

- **Respondent provided at least five (5) references with names and contact information**

Respondent's Initial/Date: _____

Proposal Submission

- **Respondent provided two (2) original copies of their proposal within a single sealed package plainly marked with the words "Proposal Responding to Siskiyou County Local Transportation Commission – Executive Director RFP"**

Respondent's Initial/Date: _____

Proposal Requirement Checklist for Siskiyou County Local Transportation Commission – Executive Director

Date: _____

Name: _____

Signature: _____