



**REQUEST FOR PROPOSALS**

**FOR**

**GENERAL MANAGER SERVICES**

**OF THE**

**REDWOOD COAST TRANSIT AUTHORITY**

**RFP Issue Date: April 14, 2021**  
**Proposal Submission Deadline: April 30, 2021**

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## **NOTICE INVITING PROPOSALS**

Notice is hereby given that the Redwood Coast Transit Authority (RCTA) will accept proposals at The Del Norte County Counsel's Office, 981 H Street, Room 220, Crescent City, CA 95531, until 4:00 p.m. on April 30, 2021 for General Manager of the Redwood Coast Transit Authority.

The RCTA certifies that disadvantaged business owners will be afforded full opportunity to submit proposals in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, age, national origin or physical or mental disability in consideration for an award.

Please review this document thoroughly, and if you desire to submit a proposal, take care to ensure that your proposal contains all required materials prepared in accordance with the instructions, that it is correctly executed and submitted by the deadline. Five hard copies and one electronic copy on USB flash drive are required in response to this RFP.

Thank you for your interest. We look forward to the successful award of this General Manager Services contract.

## **I. GENERAL INFORMATION**

### **Statement of Purpose**

Redwood Coast Transit Authority (RCTA) is seeking proposals for a three-year contract with two additional option years for General Manager services. This request for proposals (RFP) specifies the scope and quality of work the RCTA is interested in obtaining.

### **Job Description Summary**

This RFP seeks an independent contractor to perform executive level duties of General Manager for RCTA. The General Manager will work collaboratively with the RCTA Board, and with the existing and future independent contractor responsible for maintenance and operation of the Redwood Coast Transit (RCT) fleet, to provide all services necessary for the day-to-day and long-term success of the RCTA system. The General Manager, also an independent contractor, will be responsible for all costs associated with performing the duties specified in the Scope of Services.

### **Background**

Del Norte County is located along California's beautiful North Coast surrounded by Redwood National and State Parks. Del Norte County is the most northwest county in California, bordered on the west by the Pacific Ocean, on the south by Humboldt County, on the east by Siskiyou County, and on the north by the Oregon border. Del Norte County enjoys a mild climate and natural beauty that make it a wonderful place to visit and to live. Winters are wet and RCTA is occasionally impacted by weather and road conditions, especially on its intercity / regional routes.

The population of Del Norte County is approximately 27,812. Crescent City, the only incorporated city in the County and the County seat, has a population of approximately 6,676, which includes approximately 2,200 Pelican Bay State Prison (PBSP) inmates. The County is located approximately 350 miles in between Portland, Oregon to the north and San Francisco to the south. The local airport provides one commercial flight daily to and from Oakland, CA, from which you can easily connect to other destinations.

Redwood Coast Transit Authority is a rural transit and intercity bus service provider serving Del Norte and Northern Humboldt Counties in California. In 2004 RCTA was established by a joint powers agreement between the City of Crescent City and the County of Del Norte under Government Code section 6500 *et seq.* Major sources of

funding include fare revenue, FTA 5311/5311(f) grants, State Transportation Assistance (STA), LCTOP, and the Transportation Development Act.

Currently, First Transit Group, a private contractor, provides the day-to-day operations and maintenance of RCTA bus services. First Transit directly employs drivers and dispatchers, conducts training, maintains vehicles, counts fares, addresses most passenger information requests and complaints, maintains the transit operations facility, and prepares reports. First Transit has provided operations and maintenance services for RCTA over a series of contracts since 2004.

The General Manager, also a private contractor, oversees and is responsible for the First Transit Group Operations and Maintenance contract; the RCTA budget; applying for and reporting upon transit grants; preparation of agendas and staff reports to the RCTA Board; capital project development including procurement of transit vehicles, bus stop equipment, and other major items; design of bus routes, fare schedules, and other transit services; preparation of transit planning studies; managing COVID-19 reponse activities, development of marketing materials and management of marketing activities; and coordination with public entities. The General Manager also conducts ADA eligibility activities, part of the duties in management of the designated Coordinated Transit Service Agency (CTSA) and is responsible for bus advertising activities.

The position is a part-time contract position, requiring approximately 950 applied professional hours per year, plus up to 100 applied hours annually for marketing and implementing the Advertising Revenue program, plus up to 100 applied hours per year providing administrative services to the CTSA Programs, including a lead role in the ADA Eligibility Determination Program, for a total of approximately 1150 annual applied hours.

The General Manager is not required to live in Del Norte County, but travel to Del Norte County will be required if the General Manager chooses to work remotely. During the COVID-19 pandemic, RCTA moved to a remote Zoom platform for many of its meetings, including board meetings, but occasional visits to the service area are still required. The RCTA board held 6-8 meetings per year in 2019 and 2020.

### **Redwood Coast Transit Services**

RCTA provides deviated fixed route service throughout the rural areas (outside the Crescent City area) of Del Norte County and south to Arcata in Humboldt County, connecting residents in the County's only incorporated city, Crescent City, and those of unincorporated communities including Smith River, Fort Dick, Hiouchi, Gasquet, and

Klamath to entertainment areas, parks, medical facilities, places of interest, and shopping. Interregional travel is possible to adjoining counties in Oregon via connections with outside transit agencies (SW Point). All RCTA vehicles are wheelchair accessible, with several featuring easy access low-floor designs.

RCTA provides wheelchair accessible curb-to-curb services in the Crescent City area through its Dial-A-Ride service. RCTA allows non-ADA eligible patrons to use Dial-A-Ride at a higher fare and when space is available.

RCTA initiated interline services with Greyhound in late 2015, but challenges with late night Greyhound arrivals, and more recently COVID-19, have impacted the partnership. Residents of Del Norte County can plan Greyhound trips to and from the area directly through the Greyhound website.

Services are provided Monday through Friday (Saturday was suspended due to COVID-19 in April 2020) from approximately 7:00 a.m. to 7:00 p.m. In total, the RCT system provided over 100,000 trips in Fiscal Year 2018-19 (pre-COVID). This number dropped significantly in FY 2019-2020 when COVID-19 hit the areas and shelter-in-place orders were issued and restricted travel. RCTA uses a zonal fare program instituted in 2017 with adult fares ranging from \$1.25 for one zone to \$10 for a 5-zone trip to Arcata. The services provided by RCTA are absolutely crucial to the residents who use them and to the greater community. The long-term success of transit services is of paramount concern to Del Norte County.

## **General Administration and Management**

The General Manager is an independent contractor who answers directly to the five-member RCTA board of directors. The General Manager provides executive level management services for RCTA and oversees the performance of First Transit, the independent contractor currently responsible for day-to-day operation of the RCT fleet. The RCTA Operations and Maintenance contract will be out for bid in 2021 and managing this critical procurement will be one of the first and most important task for the awarded General Manager Services contractor. RCTA does not directly employ staff, but depends entirely on independent contracting to manage and operate the RCTA network. The General Manager provides all necessary planning, marketing, capital project development, procurement, contract management, and administrative services to RCTA, while First Transit provides daily vehicle maintenance and operation services.

## Scope of Services

The successful proposer will be responsible for the following services:

- Ensure the planning and delivery of efficient and responsive public transit services in the Del Norte County area.
- Perform administrative functions, including: fiscal management; negotiation of contracts; preparation of budgets and work plans; preparation of grant applications, funding claims, submittal of grant reports, financial and compliance reports, policy analysis, and other documents as needed.
- Develop and carry out the Annual Service Plan and Budget. Review, monitor, and evaluate transit performance and report on results. Make recommendations to modify services as needed. Develop schedules and ensure marketing pieces are available to the public, including print and online schedules, maps, and promotional materials. Maintain RCTA's website and Facebook online presence and communicate with RCTA riders via these outlets. Monitor and update as needed the RCTA Google Transit tripfinder, including General Transit Data Feed (GTFS) data for schedule changes, and implement GTFS-RT (real-time) as mandated by Caltrans.
- Implement the RCTA Complementary Paratransit Service Plan developed in response to the Americans with Disabilities Act (ADA). Actively manage the eligibility determination and appeals process as required as part of the CSTA programs. Oversee implementation of CTSA activities (currently travel training and recertification of ADA eligibility) including analysis of CTSA funding levels and ability to expand CTSA programs if feasible.
- Coordinate and monitor accounting (prepared by Del Norte County), property and operating records and procedures.
- Carry out a fleet and equipment monitoring, replacement, and acquisition program, including a multi-year capital project to acquire electric buses and install charging facilities. Prepare, as necessary, vehicle and equipment specifications and manage procurements as authorized in the annual budget. Identify appropriate grant opportunities and write grants to enable RCTA to replace its revenue fleet utilizing a maximum possible leverage of federal transit funding. Monitor condition of Williams Drive RCTA Operations and Maintenance Facility and develop projects to improve safety, security and function of the facility as needed. Prepare annual FTA-required TAM (Transit Asset Management) Plan updates.

- Represent RCTA to federal, state, and local agencies, the transit industry including other regional transit agencies, business and community groups, and the general public.
- Monitor legislative and regulatory issues to ensure agency compliance with applicable laws and regulations, and to disseminate information to the board regarding matters of interest to the RCTA.
- Oversee transit system operations, monitor and evaluate contract services, analyze service utilization and operation, receive and respond to complaints, review accident records and equipment failures, and develop corrective action plans.
- Receive, evaluate, and respond to public input on unmet needs and proposals from community members and organizations.
- Identify, prioritize, design and deliver bus stop improvement projects at RCTA bus stops. This is a high priority issue for the RCTA board and funding is set aside annually to deliver bus shelters, benches, etc.
- Develop and implement marketing plans, fare structures, promotional campaigns, public presentations and other activities. Prepare press releases, flyers and other materials, and actively manage RCTA's website and Facebook pages. Manage and promote the RCTA Bus Advertising Program, seeking community partnerships in advertising on buses, and manage the ensuing contracts, content approvals, postings, and revenues.
- Coordinate with Greyhound Bus Lines regarding the interlined operating and ticket sales agreement, and the planning, operating, and marketing of interlined intercity bus services. Coordinate with other regional transit agencies to optimize connections and potential regional fare coordination projects.
- Provide a local presence in Del Norte County, including but not limited to participation in local meetings (including, but not limited to Del Norte Local Transportation Commission meetings) and events, in-person or remotely. Provide a face to the agency and meet with staff and local stakeholders to build RCTA relationships.

### **Contractor-Provided Equipment**

Contractor will be responsible for providing his/her/their own office space. The RCTA does not currently have a space in the Crescent City area devoted to RCTA administration. Contractor will also provide his/her/their own office equipment, including computer, copy machine, printer, desk, and phone, as well as all necessary office supplies. Contracted services, such as secretarial assistance with board meetings and

minutes, will be overseen by the Contractor, but the cost will not be the responsibility of Contractor.

## **Term of Agreement**

The successful proposer will be asked to enter into a formal contract with RCTA on or before June 1, 2021 for an anticipated start date of July 1, 2021. The term of the contract will be for three years with potential for (2) one-year contract extensions at the end of the three-year period. A sample contract is included as Attachment A.

## **II. RFP PROCESS**

### **RFP Schedule**

Request for Proposals Issued .....	April 14, 2021
Last Day for Written Questions .....	April 23, 2021
Responses to Questions Posted .....	April 26, 2021
Proposals Due.....	April 30, 2021
Conduct Interviews with Finalists (optional) .....	May 4, 2021
Agreement Approved .....	TBD
Contractor to Begin Service .....	July 1, 2021

### **Communication**

To provide the same information to all proposers, questions will not be answered individually. Any oral responses to questions are not binding on RCTA. RCTA will post all questions received, along with written responses, to the RCT website at [redwoodcoasttransit.org](http://redwoodcoasttransit.org). It is the responsibility of all proposers to check the website for questions and answers prior to submitting a proposal. RCTA will not respond to any questions submitted after April 23, 2021. Any questions regarding this RFP must be directed to:

Autumn Luna  
Del Norte County Counsel's Office  
981 H Street, Room 220  
Crescent City, CA 95531  
T. 707-464-7210  
E. autumn.luna@co.del-norte.ca.us

## **Addenda**

Any changes to the RFP will be made by written addendum. Any addenda will be incorporated in this RFP and will prevail over inconsistent provisions of earlier issued documentation. It is the responsibility of all proposers to check the RCT website for any addenda.

## **Evaluation Criteria**

Evaluation of proposals will be based on the criteria listed in this RFP and submitted with the proposal. Proposals must include sufficient information for the selection team to evaluate and make a determination about the proposer's appropriateness for the position. Failure to submit all required information may be cause for rejection of the proposal.

Key components of the evaluation include the adequacy of the described scope of services, the proposer's experience and qualifications, the cost proposal, and the references. The following scale will be used in evaluating the above criteria:

<b>1. Cost</b>	<b>20 points</b>
<b>2. Scope of services</b>	<b>30 points</b>
<b>3. Experience and qualifications</b>	<b>35 points</b>
<b>4. References</b>	<b>10 points</b>
<b>5. Overall proposal</b>	<b>5 points</b>

In using the above criteria and scoring system RCTA's goal is to identify the proposal that best meets RCTA's requirements and which guarantees the "best value" to RCTA and the community it serves.

RCTA reserves the right to reject any and/or all proposals. No guarantee is made that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the proposals will be borne by the proposer.

RCTA is committed to providing minority and disadvantaged business enterprises the opportunity to submit proposals in response to this RFP. No proposal will be rejected on the basis of age, race, color, sex, gender, religion, creed, national origin, marital status, sexual orientation, political affiliation, or disability, or any other protected status under the law.

The contract award will be subject to and contingent upon verification of qualifications, licensing, bonding, insurance, and all other requirements under federal, state, and local law.

## **Contractor Selection**

A selection committee will review each proposal and, if necessary, conduct interviews with top-ranking proposers and key personnel, if any. Interviews are tentatively scheduled for the week of May 4, 2021.

The selection committee will work with RCTA's legal counsel to negotiate a draft agreement with the chosen proposer to present to the board for approval at the board's May 2021 meeting. If an agreement cannot be reached with the chosen proposer, the selection committee will be asked to make additional recommendations.

The RCTA board will make a final award determination for the General Manager Services Agreement. The RCTA board retains the right to withdraw this RFP at any time, without prior notice; to reject any or all proposals; and to waive any irregularities or informalities in any proposal or in the proposal process.

## **III. INSTRUCTIONS TO PROPOSERS**

### **Contents of Proposal**

All proposals must be submitted in the order set forth below to assist in the review process. Entire contents of proposal should not exceed 50 pages.

1. **Title Page.** Identify the RFP, the proposer's information, and certification that the person submitting the proposal has authority to bid and enter into a contract with RCTA if successful. The title page must bear the signature of the authorized person.
2. **Summary.** A short summary describing experience, qualifications, and commitment to the work of the RCTA. Ensure that the minimum required qualifications are included in this summary.
3. **Qualifications.** A detailed description of qualifications including experience, education, licenses, insurance, and any other relevant information pertaining to proposer's ability to perform the services.
4. **Scope of Services.** A description of the process and approach to be used in providing the services described in section I – Scope of Work.
5. **Cost Proposal.** An estimate of the cost to perform the services, including hourly rate(s), overhead costs, reimbursable expenses, charges, etc.
6. **References.** Two professional letters of reference must be submitted with the proposal. These should be from businesses or agencies for which the proposer has provided services.

7. **Additional Materials.** Include additional materials as appendices if necessary and relevant to the proposal. This includes any required federal forms that are attached to this RFP.

RCTA may request clarification or additional information during the evaluation process. Proposals may be withdrawn prior to the submission deadline if so requested in writing.

### **Proposal Submission and Deadline**

Proposers must submit one (1) original and four (4) copies of their proposal plus one copy on a USB flash drive before 4:00 p.m. on or before April 30, 2021 to the address identified above under “communications”. Proposals may be submitted in person or by mail. RCTA will not accept proposals submitted via fax or email. If submitted by mail, the proposals must be delivered prior to the deadline. A postmark prior to the deadline will not be sufficient. Proposals received after the deadline will not be accepted or reviewed. Proposals become the property of RCTA once received and are subject to disclosure in accordance with the California Public Records Act.

### **Form of Agreement**

A draft copy of the General Manager Services Agreement is included as Attachment A to this RFP. It is imperative that the proposer reviews this draft agreement prior to submitting a proposal. If the proposer anticipates the need for substantive revisions to the agreement if selected, these issues must be identified in the proposal.

**IV. ADDENDA ACKNOWLEDGMENT**

(Must be submitted with proposal packet)

Receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

# ATTACHMENT A

**AGREEMENT FOR GENERAL MANAGER SERVICES  
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the Redwood Coast Transit Authority (“RCTA”), and \_\_\_\_\_, an independent contractor (“Contractor”).

**RECITALS**

WHEREAS, RCTA has an ongoing need to contract with a person or persons to furnish services as a General Manager for transportation administration, planning, and coordination matters, services that Contractor is specially trained and experienced and competent to perform; and

WHEREAS, RCTA issued a Request for Proposals (RFP) on March 26, 2021, Contractor submitted a timely and complete proposal in response, and RCTA deemed Contractor the most qualified to perform the services of General Manager; and

WHEREAS, RCTA has selected Contractor for the General Manager position to render transportation administration, planning, and coordination services in connection with RCTA activities.

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

**1. SERVICES**

Contractor is engaged by this Agreement as the duly authorized General Manager of RCTA and must provide administration, planning, and coordination services in connection with its functions. A detailed Scope of Services is attached hereto and incorporated herein as **Exhibit A**. The Scope of Services may be revised and updated from time to time.

**2. TERM AND TERMINATION**

This Agreement is effective on July 1, 2021 and, unless extended by mutual written agreement of RCTA and Contractor, continues until June 30, 2024. Two one-year extensions to this Agreement may be executed upon mutual agreement of the parties. This Agreement may be terminated by either party upon 45 calendar days’ written notice of intent to terminate, or as may be otherwise agreeable to both parties.

**3. INDEPENDENT CONTRACTOR**

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

Contractor must provide all his/her/their own general overhead necessary to perform the required services, including but not limited to office equipment, clerical assistance, utilities, telephone charges, local travel, insurance, and office supplies, and is not entitled to reimbursement for these.

#### **4. COMPENSATION**

As compensation for the services provided hereunder, RCTA will pay Contractor in accordance with Contractor's Cost Proposal, which is incorporated herein by this reference and attached hereto as **Exhibit B**. Contractor will submit invoices reflecting work performed prior to payment for services.

#### **5. RECORDS**

Contractor must file and keep all records pertinent to RCTA activities. These are the property of RCTA and Contractor must transfer all records to RCTA upon the expiration, or earlier termination, of this Agreement.

#### **6. INSURANCE**

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

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

#### **7. LICENSES, PERMITS, ETC.**

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

## **8. STANDARD OF PERFORMANCE**

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

## **9. INDEMNITY**

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

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

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

## **11. STATE NONDISCRIMINATION CLAUSE**

During the performance of the services required by this Agreement Contractor and any subcontractors must not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital/familial status, sex, gender, gender identity, gender expression, age, sexual orientation, status with regard to public assistance, or military and veteran status of any person. Contractor and any subcontractors will ensure that the evaluation and treatment of any employees and applicants for employment are free of such discrimination. Contractor and any subcontractors will comply with the provisions of the Fair Employment and Housing Act and the applicable regulations, which are incorporated by this reference.

## **12. CONFLICT OF INTEREST**

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

## **13. DRUG-FREE WORKPLACE CERTIFICATION**

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

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

#### **14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

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

#### **15. MONITORING AND AUDITING**

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

#### **16. GOVERNING LAW AND CHOICE OF FORUM**

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

#### **17. COSTS AND ATTORNEYS FEES**

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

#### **18. SEVERABILITY**

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

#### **19. ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties with respect to its subject matter. Any prior negotiations, representations or oral agreements are superseded hereby. This Agreement may be amended from time to time by the written approval of both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2021 at Crescent City, California.

REDWOOD COAST TRANSIT AUTHORITY:

\_\_\_\_\_  
By: NAME, Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Del Norte County Counsel's Office

CONTRACTOR:

\_\_\_\_\_  
Name:  
Title: