



REQUEST FOR PROPOSALS

RCTA GENERAL LEGAL SERVICES

January 27, 2023

DIRECTORS

- Darrin Short, Chair**.....Del Norte County Supervisor
- Ray Altman**Crescent City Council
- Valerie Starkey**Del Norte County Supervisor
- Kelly Schellong**Crescent City Council
- Vidette Roberts**Director At-Large

RCTA Contract STAFF (TMTP/Herron Consultants)

- Joseph Rye**.....General Manager
 - Dan Herron**Grants Administrator
 - Silvia Martinez-Palacios**.....Marketing Specialist
 - Nicole Burschem**Clerk
-

REQUEST FOR PROPOSALS

GENERAL LEGAL SERVICES

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND 1

III. PROJECT SUMMARY AND DESCRIPTION..... 2

IV. SCOPE OF WORK/SERVICES..... 2

V. CONTACT PERSON 3

VI. PROJECT TIMETABLE 3

VII. GENERAL CONDITIONS 3

VIII. PROPOSAL CONTENT AND ORGANIZATION..... 6

IX. PROPOSAL EVALUATION AND SELECTION 8

X. PAYMENT SCHEDULE8

ATTACHMENTS:

- 1: Sample Professional Services Agreement

I. INTRODUCTION

The Redwood Coast Transit Authority (“RCTA”) is the Public Transit Agency for Del Norte County. RCTA is a Joint Powers Authority (JPA) comprised of the City of Crescent City and Del Norte County and is responsible for delivering public transit services in Del Norte County, within the City of Crescent City, and in parts of northern Humboldt County.

Redwood Coast Transit Authority (RCTA) was formed in June 2004 to provide public transit services in Del Norte County. RCTA is a joint powers authority entered into by the County of Del Norte and the City of Crescent City. Each entity appoints two members of their governing boards to the RCTA Board of Directors. These members appoint one additional at-large member. The Board of Directors makes all policy decisions regarding the transit system. RCTA has hired a private contractor, First Transit, Inc., to manage and conduct day-to-day operations and maintenance.

The RCTA is managed by a part-time administration contract (performed by the TMTP/Herron Consulting team since 2016) and all operations, and maintenance are contracted out (First Transit is the current contractor and has held the contract for many years). The Del Norte Local Transportation Commission (DNLTC) is the Regional Transportation Planning Agency (RTPA) for the Del Norte County region and along with Caltrans, are major funding agencies for RCTA.

The TMTP/Herron General Manager contract is a part-time position (half time, including travel), and neither party resides in Crescent City. This remote, part-time managerial model is fiscally effective but features unique challenges implementing capital projects and managing daily operations. First Transit is the operations and maintenance contractor for Redwood Coast Transit Authority and provides almost all the system’s personnel and features a full-time local General Manager who plays a key role on-site daily in Crescent City.

II. BACKGROUND

RCTA is seeking proposals from firms with qualifications and experience for providing professional general legal counsel services to RCTA. This service entails providing legal review and advice to the transit agency on documents, agreements, policies and responsibilities relating to public transit provision, contracting, and procurements. In addition to experience in the areas of contracts and legal requirements of public transit agencies, individuals or firms should have expertise in laws relating to the following areas: Federal Transit Administration (FTA), the Transportation Development Act (TDA), California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and issues related to the provision of public transportation, such as the Americans with Disabilities Act.

III. PROJECT SUMMARY AND DESCRIPTION

The contract for General Legal Services will be an agreement between the RCTA and the attorney(s). The attorney(s) will invoice RCTA for services rendered and RCTA will pay the attorney(s) for these services. Funding for the attorney(s) services will be provided by RCTA utilizing Federal, State and/ or local funding sources. The RCTA General Manager (Joseph Rye) will serve as the day-to-day interface with the attorney(s).

Legal Counsel Budget considerations: The amount RCTA has spent on legal services over the past three fiscal years is \$3569 with an average of \$1189 a year. This spartan amount is not expected to continue, and RCTA understands the need to increase its investment in legal services to avoid litigation and ensure compliance with transit law and the requirements of RCTA’s funding partners. However, the RCTA Board has indicated a desire to avoid a large jump in annual expenditures on legal services.

Due to the unique nature of RCTA and its remote managerial model, the attorney(s) will play an especially important role during the periodic procurement processes for the contract General Manager position. During these times, the attorney(s) will directly interface with the Board of Directors and take the lead role in this procurement. The General Manager agreements are generally 3 years in length with options for 2 additional years if mutually agreed upon. The current base 3-year agreement with TMTP/Herron Consultants expires on June 30, 2024, although options are available to extend the agreement through June of 2026 should the Board desire. The last base 3-year agreement (2016-2019) was extended by two years before a full procurement was executed in 2021.

IV. SCOPE OF WORK/SERVICES

The scope of work is described below. The selected attorney(s) will be expected to perform all services described in the scope of work. The attorney(s) will receive general direction from the RCTA General Manager. Tasks will include the following:

1. Provision of all legal advice to RCTA through the General Manager, Directors, and other designated personnel as appropriate.
2. Monitoring and advising the General Manager, Directors, and other designated personnel as appropriate, of legislation and case law affecting RCTA.
3. Provision of legal review and advice on documents, agreements, and responsibilities related to public transportation delivery and management.
4. Representing RCTA in the administration of all claims and litigation filed by or against it; provided, however, that special counsel may be retained to defend or prosecute actions requiring special expertise; further provided, that outside counsel shall be retained in the event of a conflict of interest which disqualifies the attorney(s) from such representation. RCTA's Operations and Maintenance Contractor, currently First Transit, is charged with taking the lead on any and all claims, and RCTA has only been a named party in one claim since 2016 that the agency is aware of.
5. Rendering advice and assistance in the administration of the RCTA general liability risk management and insurance programs.
6. Monitoring activities of any special counsel retained by RCTA.
7. Attendance at RCTA Board meetings deemed necessary or as requested by the General Manager or Board of Directors. Remote attendance is acceptable, all RCTA Board of Directors Meetings feature Zoom elements to facilitate remote attendance.
8. Provide an initial "Governance Audit" to thoroughly analyze RCTA's existing policies and procedures against current Federal Transit Administration (FTA) requirements and identify missing or outdated policies and procedures.
9. Prioritize creation and adoption of needed policies and procedures over a three year period to ensure RCTA compliance with regulations of its funding partners and protection from liabilities, while avoiding exceeding RCTA's annual target budget of legal services expenditures. Work with RCTA General Manager on a plan to prioritize and address deficiencies discovered in the Governance Audit over the first three years of this legal services agreement.
10. Providing conflict of interest assistance to Board of Directors and staff on behalf of the agency and assist Board and staff as needed.

V. CONTACT PERSON

Joseph Rye
Contract General Manager
Redwood Coast Transit Authority
900 Northcrest Drive, #134
Crescent City, CA 95531
(707) 235-3078
tmtconsulting@gmail.com

VI. PROJECT TIMETABLE

January 27, 2023Issue Request for Proposals
March 3, 2023.....Closing Date for Receipt of Proposals
March 17, 2023.....Finalists contacted to schedule interviews, if required
March 27, 2023.....Conduct interviews, if required
March 27, 2023.....Contract award
April 1, 2023.....Contract Effective Date

RCTA retains the right to alter the schedule at any time. Proposals must be **received** no later than **5:00 pm on March 3, 2023**, at the General Manager’s Washington office included below:

TMT Consulting – Joseph Rye
16515 58th Ave. NW
Stanwood, WA 98292

Proposals must be submitted in a sealed envelope that is clearly marked “**RCTA GENERAL LEGAL SERVICES.**” If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. RCTA will not be liable or responsible for any late delivery of proposals. **Postmarks will not be accepted.** Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

VII. GENERAL CONDITIONS

A. Limitations

This Request for Proposal (RFP) does not commit RCTA to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. RCTA expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. RCTA reserves the right to withdraw this RFP at any time without prior notice. Further, RCTA reserves the right to modify the RFP schedule described above.

B. Award

RCTA may ask RFP finalists to present oral presentations regarding their firms and any special expertise they may possess in the field of public transportation law, as well as their approach to the required Governance Audit and process to spread required documents over three years. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. **RCTA also reserves the right to award the contract without discussion or interviews, based upon the initial proposals.** Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure RCTA receives a fair and reasonable price.

C. RFP Addendum

Any changes to the RFP requirements will be made by written addenda by RCTA and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of RCTA shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

E. Pre-contractual Expense

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP;
2. Submitting proposals to RCTA;
3. Negotiations with RCTA on any matter related to proposals; and
4. Other expenses incurred by a contractor or proposer prior to the date of award.

In any event, RCTA shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. RCTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

F. Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Award of the contract is expected March 27, 2023.

G. Term

The term of the contract will be four years from approximately April 1, 2023 to March 31, 2027, plus (3) additional option years to be mutually agreed upon by the proposer and the RCTA Board of Directors.

H. Insurance

The successful firm shall provide evidence of the following insurance requirements:

1. Workers Compensation; Employer's Liability: Statutory requirements for Workers' Compensation; \$1,000,000 Employers' Liability.
2. Comprehensive Automobile: Bodily Injury/Property Damage \$1,000,000 each accident.
3. General Liability: \$1,000,000 per occurrence naming the Redwood Coast Transit Authority as an additional insured.
4. Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by RCTA): \$1,000,000 per claim.

I. Contract Arrangements

The proposer is expected to execute a contract similar to RCTA's Professional Services Agreement, attached, which meets the requirements of the Federal Transit Administration including, but not limited to the following FTA clauses:

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. RCTA will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.
2. DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

1. A copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees); and
2. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate;
 - The description of the work each named firm will perform; and
 - The dollar amount of participation by each DBE firm.
6. Conflict of Interest: Firms submitting proposals in response to this RFP must disclose to RCTA any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

VIII. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work. Brevity is strongly encouraged.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-7 below) and a cost proposal (item 8).

1. Transmittal Letter
The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the attorney(s) firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals.
2. Table of Contents
A listing of the major sections in the proposal and the associated page numbers.
3. Introduction
In this section, the proposer should demonstrate an adequate understanding of the role and relationships of RCTA and an awareness of issues specific to provision of public transportation, including FTA regulation compliance, contracts, and procurements.
4. Technical Approach
Technical approach should include:
 - a) A brief description of the attorney(s) firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualifications for performing the subject consulting services;
 - b) A brief description of the firm's experience with similar public transit organizations;
 - c) An organizational chart depicting the individual or team proposed by the firm, a summary of their qualifications, including their California State Bar Numbers, and experience of each member proposed to provide legal services.
5. Project Management
The proposer must prepare an explanation of the project management system and

practices to be used to assure that the required legal services are completed timely and that the quality of the products will meet RCTA's requirements. A description of the how the proposer will approach the required Governance Audit and then prioritize and spread the work of crafting and updating RCTA policy and procedure documents over the first three years of the agreement.

6. Consultant Staff

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

7. Consultant Qualifications and References

The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor. The proposal must also include discussion of the consultant's affirmative action policy, use of DBE's in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest.

8. Cost Proposal

The cost proposal shall describe both the hourly rate for attorney(s) and employees to be assigned to this contract and a summary of any other related costs that are to be billed directly.

9. Number of Copies

The proposer must provide one (1) unbound original (suitable for reproduction) of all submittals in response to this Request for Proposals, along with an unlocked pdf format version of the proposal (including cost proposal) on a USB flash drive.

All proposals shall be **received** no later than **5:00 pm on March 3, 2023** at the Washington Office of the TMTCP Consulting (RCTA General Manager), 16515 58th Ave NW, Stanwood, WA 98292. All proposals shall be **submitted in a sealed envelope that is clearly marked "RCTA GENERAL LEGAL SERVICES."** Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the Redwood Coast Transit Authority.

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

IX. PROPOSAL EVALUATION AND SELECTION

A proposal review panel made up of members of RCTA and the selected Evaluation Committee will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews on the date

identified in the project timetable. Previous clients will also be called. The panel will make recommendations to the RCTA Board of Directors on the basis of the proposal, oral interview, and reference check, or any combination thereof. RCTA reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Specialized public transit experience and technical competence
- Familiarity with the types of issues and problems associated with public transportation provision, including FTA, Caltrans, and Americans with Disabilities (ADA) requirements
- Qualifications of personnel to be assigned to this contract.
- Hourly fee schedule of staff

Following the qualification-based ranking, negotiations shall be conducted with the most qualified proposer. Failing an agreement on price, RCTA will negotiate with the next most qualified proposer until a contract can be awarded to the most qualified offeror whose price is fair and reasonable.

X. PAYMENT SCHEDULE

Fees shall be billed on a monthly basis. All invoices will be e-mailed to the General Manager at tmtpc consulting@gmail.com and/or postal mailed to the RCTA mail box at 900 Northcrest Drive, #134, Crescent City, CA 95531. Email is preferred for quicker payment processing.

**AGREEMENT FOR GENERAL LEGAL COUNSEL SERVICES
REDWOOD COAST TRANSIT AUTHORITY**

THIS AGREEMENT (“Agreement”) is made and entered into this 27th day of March, 2023, by and between the Redwood Coast Transit Authority (“RCTA”), and xxxxxxxx, an independent contractor (referred to herein as “Contractor”).

RECITALS

WHEREAS, RCTA has an ongoing need to contract with a person or firm to furnish General Legal Counsel Services, services that Contractor is specially trained and experienced and competent to perform; and

WHEREAS, RCTA issued a Request for Proposals (RFP) on January 27, 2023, and Contractor submitted a timely and complete proposal in response, and RCTA deemed Contractor the most qualified to perform the services of RCTA General Legal Counsel Services; and

WHEREAS, RCTA has selected Contractor for the General Legal Counsel Services position to render public transportation law expertise and advice 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 Legal Counsel of RCTA and must provide administration, planning, and coordination services in connection with its functions. Contractor will provide the services detailed in the Scope of Services contained in Contractor’s proposal in response to RCTA’s RFP, which is attached hereto as Exhibit A and hereby incorporated by this reference. The Scope of Services may be revised and updated from time to time by RCTA.

2. TERM AND TERMINATION

This Agreement is effective on April 1, 2023 and, unless extended by mutual written agreement of RCTA and Contractor, continues until March 31, 2027. This Agreement may be terminated by either party upon 45 calendar day’s written notice of intent to terminate, or as may be otherwise agreeable to both parties. It may also be extended by mutual written agreement for up to two additional one-year terms.

3. INDEPENDENT CONTRACTOR

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

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

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 A. 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 termination of the contract.

6. INSURANCE

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

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

- c. Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

7. LICENSES, PERMITS, ETC.

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

8. STANDARD OF PERFORMANCE

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

9. INDEMNITY

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

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

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

11. STATE NONDISCRIMINATION CLAUSE

During the performance of the services required by this Agreement Contractor and any subcontractors must not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractor and any subcontractors will ensure that the evaluation and treatment of any employees and applicants for employment are free of such discrimination. Contractor and any subcontractors will comply with the provisions of the Fair Employment and Housing Act and the applicable regulations, which

are incorporated by this reference. Contractor and any subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement.

12. CONFLICT OF INTEREST

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

13. DRUG-FREE WORKPLACE CERTIFICATION

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

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

14. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

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

15. 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 Superior Court of Del Norte County.

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. This Agreement may be amended from time to time by the written approval of both parties; however, neither party is required to approve any proposed amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on April 1, 2023.

REDWOOD COAST TRANSIT AUTHORITY:

, RCTA Chair

Date:

APPROVED AS TO FORM:

RCTA Counsel

CONTRACTOR:

Joe Rye, RCTA General Manager

Date: