

**DEL NORTE LOCAL TRANSPORTATION COMMISSION
REGULAR MEETING AGENDA: FEBRUARY 11, 2016 11 A.M.
DEL NORTE COUNTY BOARD OF SUPERVISORS CHAMBERS
FLYNN ADMINISTRATIVE CENTER, 981 H STREET, CRESCENT CITY, CA**

- 1. Call Meeting to Order**
- 2. Public comment period**

Anyone wishing to make public comments regarding matters either on or off the agenda and within the Commission's jurisdiction may do so at this time; however, the Commission is not permitted to act on non-agenda items.

- 3. Election of Chairperson and Vice Chairperson**

Requested Action: By motion, elect a Chairperson and Vice Chairperson for 2016.

- 4. Adjourn to the Policy Advisory Committee**

CONSENT AGENDA

Items are considered routine in nature and voted on in one motion: Consider public comments or requests to pull matters from the consent agenda for separate action.

- a) Minutes of January 14, 2016**

Staff recommendation: By consensus, accept minutes of January 14, 2016.

POLICY and ADMINISTRATIVE

- b) California Low Carbon Transit Operations Program Fiscal Year 2015-16
Funding Allocation**

Staff recommendation: By polled vote, adopt Resolution 2016 02 allocating \$27,151 to Redwood Coast Transit Authority.

- c) Grants Management Assistance**

Staff recommendation: By polled vote:

1. Authorize executive director to execute contract for on-call transit grant fund administration services after review by counsel.
2. Adopt resolution 2016 03 amending the Overall Work Program to include Grants Management Assistance and the corresponding funding.

- d) Discussion items**

- 2016 Regional Transportation Plan
- Transportation Funding in California
- Last Chance Grade
- North Gateway speed limits

- 5. Commissioner comments and reports.**

- 6. Action on the recommendations of the Policy Advisory Committee**

Adjourn as the Policy Advisory Committee, reconvene as the Del Norte Local Transportation Commission, and by polled vote, approve and adopt the actions taken by the Policy Advisory Committee in items listed above.

- 7. Adjourn to the special meeting scheduled on March 17, 2015 at 11 a.m.**

Note: The special meeting was previously planned for March 24.

Anyone requiring reasonable accommodation to participate in the meeting should contact the Executive Director Tamera Leighton, at (707) 465-3878, at least five (5) days prior to the meeting. For TDD use for speech and hearing impaired, please call (707) 464-2226.

AMENDED BYLAWS FOR THE DEL NORTE
COUNTY LOCAL TRANSPORTATION COMMISSION

1. The chairman of the Commission shall hold office for one year, commencing on January 1, 1983.
2. The chairman shall alternate between County members and City members.
3. When the chairman is held by a County member the vice chairman shall be held by a City member.
4. When the chairman is held by a City member the vice chairman shall be held by a County member.
5. The vice chairman shall assume the duties of the chairman when the chairman is absent. In the event that both the chairman and vice chairman are absent, a temporary chairman shall be elected.
6. The chairman shall be responsible for conducting business in an orderly and efficient manner.
7. A quorum (four members) must be present to conduct business.
8. A majority of the entire body, not of the quorum present, is required to carry a motion.

DATE AMENDED: 11/19/90

**MINUTES
DEL NORTE LOCAL TRANSPORTATION COMMISSION
REGULAR MEETING AGENDA: JANUARY 14, 2016 AT 11 A.M.**

Present: Commissioner Gerry Hemmingsen, County
Commissioner Rick Holley, City
Commissioner Chris Howard, County
Commissioner Kathryn Murray, City, Chairman
Commissioner Daren Short, City

Absent: Commissioner David Finigan, County, Vice-Chairman

Also Present: Nicole L. Burshem, P.S. Business Services
Kevin Church, Caltrans
Eileen Cooper, Public
Tamera Leighton, Local Transportation Commission
Brad Mettam, Policy Advisory Committee, Caltrans
Jason Price, Caltrans

1. Call Meeting to Order

Chairman Murray called the meeting to order at 11:00 a.m.

2. Consider additions, deletions or changes to agenda

There were no additions, deletions, or changes to agenda.

3. Public comment period

The following person(s) addressed the Commission: None

4. Adjourn to the Policy Advisory Committee

Chairman Murray adjourned as the Del Norte Local Transportation Commission and immediately reconvened as the Policy Advisory Committee at 11:05 p.m.

CONSENT AGENDA

Items are considered routine in nature and voted on in one motion: Consider public comments or requests to pull matters from the consent agenda for separate action.

a) Minutes of December 17, 2015.

Staff recommendation: By consensus, accept minutes of December 17, 2015.

b) Overall Work Program Amendment 2

Staff recommendation: By polled vote, adopt resolution 2016 01 amending the Overall Work Program.

On a motion by Commissioner Hemmingsen, seconded by Commissioner Howard, and unanimously carried on a polled vote, with Commissioner Short abstained, the Del Norte Local Transportation Commission approved and adopted items 4. a-b.

POLICY and ADMINISTRATIVE

c) Accept and file 2014-15 Audit

Staff and TAC recommendation: By polled vote, accept 2014-15 Fiscal Audit.

Ms. Leighton commented the Finance Committee met and they the Commission accept the audit. Commissioner Holley commented that the Finance Committee met and that they are recommending acceptance of the audit. They considered the audit content and the singular has been taken care of.

On a motion by Commissioner Holley, seconded by Commissioner Hemmingsen, and unanimously carried on a polled vote, with Commissioner Short abstained, the Del Norte Local Transportation Commission accepted the 2014-15 Audit.

d) Discussion items

- Unmet regional transportation needs – Ms. Leighton commented one of the ongoing highest priority unmet transportation needs is the non-emergency medical transportation in our community and she had an idea of having a partnership with Rural Human Services to find a way to get our people home when they are flown out of the community. Ms. Leighton noted there were well over 800 people flown out of our community last year. Ms. Leighton would like to focus on getting our people home when flown or driven out of the community to a hospital in another city. Commissioner Hemmingsen asked what the reach would be. Ms. Leighton commented it would be for anywhere. This doesn't address all of our non-emergency unmet needs, but she is going to see if she can move this forward. Commissioner Holley asked if there would be an income eligible process. Ms. Leighton commented that she hopes it will be available for anyone who requests the service. With the Commissions consent she would like to move forward to gather more solid ideas for the Commission to discuss. Commissioner Hemmingsen suggested looking into a partnership with Pen Air. Commissioner Short suggested looking into partnering with Cal-Ore Life Flight. Consensus of the Commissioner was to proceed.
- US Highway 197/199 update – Ms. Leighton commented it is a standing item and at our meeting a month ago the Commission asked if Kevin Church could come and give an update about this. Mr. Church commented he is here to answer any questions. Commissioner Hemmingsen asked if there is a timeline. Mr. Church commented he is working on a timeline and will keep Ms. Leighton informed when the schedule comes more clear. Chair Murray commented at the RTP meetings there was a lot of concern and input from all the concerned citizens about this project trucking. Ms. Leighton commented Brad Mettam spoke with Sunrise Rotary and the Sunrise Rotary wanted to know if this project was moving forward even with the challenges with the funding and the law suit. Ms. Leighton commented that she is confident that the bridge will be replaced. Ms. Leighton commented there was a question regarding replacing the bridge without STAA access. Ms. Leighton commented that bridges are built to accommodate transportation needs for 100 to 150 years and that STAA has been the industry standard since 1982. Leighton commented there would be another public meeting on Wednesday the 27th of January for the Regional Transportation Plan and that there are many diverse and important topics to cover. Commissioner Holley asked about the car that remains in the river and whether guardrails are considered at that location. Mr. Mettam commented is constantly reviewing accident areas on the highways. Most of the accidents at this location indicate cars leaving the roadway on the rock wall side and not on the river side but that this is still under

investigation. Commissioner Howard suggested talking to Search and Rescue to get more data. Ms. Leighton commented she would send an email to Search and Rescue to get back with Mr. Mettam in regards to their data in that area. Commissioner Short asked how far back do you go to get your data. Policy Advisory Member Mettam commented they go back as far as five-years. Mr. Church commented he wants to thank the Commission for having him participate as project manager.

- Last Chance Grade update – Policy Advisory Member Mettam commented there are crews working on the retaining wall right now. Chair Murray asked in regards to the monitoring. Mr. Mettam commented the wireless communication has been a struggle for Caltrans in that location and that it is now resolved so data is now getting out to headquarters. Caltrans is also looking at real time cameras that will be available on the Internet and there will be a change in signage. Ms. Leighton asked if there is anything the transportation can do to accelerate the process of getting cameras up. Mr. Mettam commented that the work is funded through an emergency order and he will again communicate the concern the Commission had today. Ms. Leighton commented a timeline should be presented so the community will have a level of certainty that the cameras will be installed. Commissioner Hemmingsen commented we are trying to get real-time data out to the public. Ms. Leighton commented the project manager Sebastian Cohen would be making a presentation at the next Board of Supervisors Meeting on the 26th of January. Chair Murray commented the stakeholders group had distributed a white paper that was released last month and it will soon be on the DNLTC website. Eileen Cooper commented that a member of the public who attended the Regional Transportation Plan update meeting stated she was cut off and the point she wanted to make was that funding can be rescinded, projects can be canceled. Ms. Cooper would like to remind them the originating document here for SEQA was in 1992 and it is 25 years old and things have changed. She additionally stated that she is glad there is another meeting.

5. Commissioner comments and reports.

The following Commissioner(s) commented on the following: Chair Murray commented we were talking about the RTP and different unmet needs for transportation and suggested a bike rodeo for safe routes to school. Ms. Leighton commented the bike rodeo is already scheduled this spring by Ms. Wier. Commissioner Hemmingsen commented he would like to welcome new Commissioner Darren Short. Commissioner Howard commented last week at the Resource Advisory Committee many proposals specific to transportation were considered. Asked how the RTP would help in the process of planning on a trail network for mountain biking. Ms. Leighton commented the Active Transportation Plan is the primary source of active transportation projects, and that it provides a basis for the active transportation component in our regional plan and there are many ways to provide comment. Commissioner Holley commented he appreciates the signage and reflectors we have in California on the Highways and Hwy 101 to Gold Beach in Oregon is very dark. Commissioner Hemmingsen asked where Kevin Church is going. Mr. Church commented he has taken over traffic operations for the district. Commissioner Hemmingsen thanks him for everything he has done for the commission.

6. Action on the recommendations of the Policy Advisory Committee

Adjourn as the Policy Advisory Committee, reconvene as the Del Norte Local Transportation Commission, and by polled vote, approve and adopt the actions taken by the Policy Advisory Committee in items listed above.

The Policy Advisory Committee adjourned and immediately reconvened as the Del Norte Local Transportation Commission at 11:45 a.m.

On a motion by Commissioner Hemmingsen, seconded by Commissioner Howard, and unanimously carried on a polled vote, the Del Norte Transportation Commission approved and adopted the actions taken above items 4. a-d.

Ms. Leighton commented we would like to have the meeting in March moved to the 24th or 31st. It was consensus of the Commission to have the meeting changed to the 24th of March.

7. Adjourn to the next regularly scheduled meeting on February 11, 2016 at 11 a.m.

With no further business before the Commission, Chairman Murray adjourned the meeting at 11:45 P.M., until the next regularly scheduled meeting on February 11, 2016 at 11:00 a.m.

Respectfully submitted,

Tamera Leighton, Executive Director
Del Norte Local Transportation Commission

Item B

DATE: FEBRUARY 11, 2016
TO: DEL NORTE LOCAL TRANSPORTATION
FROM: COMMISSION TAMERA LEIGHTON, DIRECTOR
SUBJECT: LOW CARBON TRANSIT OPERATIONS PROGRAM

STAFF RECOMMENDATION: By polled vote, adopt Resolution 2016 02 allocating \$27,151 in California Low Carbon Transit Operations Program Funds to Redwood Coast Transit Authority.

BACKGROUND: The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Approved projects in the LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions.

DISCUSSION: DNLTC has received notification of 2015/16 LCTOP allocation amounts from the State Controller's Office. As the Regional Transportation Planning Agency, it is DNLTC's role to allocate LCTOP funding to each project sponsor under the authority of DNLTC. According to Public Utilities Code 99313, DNLTC's allocation for FY 2015/16 LCTOP is \$27,151. Since RCTA is the only transit operator in the DNLTC region, staff is recommending the funds be allocated to Redwood Coast Transit Authority for implementation of an eligible project, consistent with the LCTOP Guidelines.

Subject to approval by Caltrans Division of Mass Transportation, Redwood Coast Transit will utilize this funding to add bus shelters consistent with recommendations in the current Short- and Long-Range Transit Plan.

RESOLUTION NO. 2016 02

**DEL NORTE LOCAL TRANSPORTATION COMMISSION RESOLUTION
ALLOCATING FISCAL YEAR 2015/16 CALIFORNIA
LOW CARBON TRANSIT OPERATIONS PROGRAM FUNDING
TO THE REDWOOD COAST TRANSIT AUTHORITY**

WHEREAS, the Del Norte Local Transportation Commission in its official capacity as the designated Regional Transportation Planning Agency, hereafter referred to as the RTPA, is responsible for the planning, allocating and programming of funds; and

WHEREAS, pursuant to California Government Code, Title 7.95, Section 67950, the Del Norte Local Transportation Commission (DNLTC) was created as a local planning agency to provide regional transportation planning for the area of Del Norte County; and

WHEREAS, California Government Code Section 29532.1(g) identifies DNLTC as the designated regional transportation planning agency for Del Norte County and is responsible for the planning, allocating and/or programming of funds; and

WHEREAS, on October 30, 2015 the California State Controller issued allocation amounts from the Greenhouse Gas Reduction Fund according to the requirements of the Low Carbon Transit Operations Program (LCTOP) for the 2015/16 fiscal year; and

WHEREAS, DNLTC is responsible for allocating LCTOP funds to each project sponsor under the authority of DNLTC; and

WHEREAS, DNLTC has determined that \$27,151 in Public Utilities Code 99313 funds are available for transit purposes, subject to consistency with the Department of Transportation's LCTOP Guidelines; and

WHEREAS, the Redwood Coast Transit Authority (RCTA) is an eligible project sponsor and may receive state funding from the LCTOP for transit projects; and

WHEREAS, RCTA has determined an appropriate LCTOP project consistent with the Redwood Coast Transit Short-Range Transit Plan and LCTOP Guidelines; and

WHEREAS, RCTA, as the sole transit operator in the DNLTC region, is designated the project sponsor; and

WHEREAS, the DNLTC wishes to delegate authorization to execute documents and any amendments thereto to the RCTA Manager; and

NOW, THEREFORE, BE IT RESOLVED, by the Del Norte Local Transportation Commission that the fund recipient, RCTA, agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all LCTOP funded transit projects, and,

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, the RCTA Manager be authorized to execute all required documents of the LCTOP and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Del Norte Local Transportation Commission, a Regional Transportation Planning Agency of the State of California on the 12th day of November 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

, Chair
Del Norte Local Transportation Commission

Attest:

Tamera Leighton, Executive Director
Del Norte Local Transportation Commission

Item C

DATE: FEBRUARY 11, 2016
TO: DEL NORTE LOCAL TRANSPORTATION COMMISSION
FROM: TAMERA LEIGHTON, DIRECTOR
SUBJECT: GRANTS MANAGEMENT ASSISTANCE

STAFF RECOMMENDATION:

By polled vote:

1. Authorize executive director to execute contract for on-call transit grant fund administration services after review by counsel.
2. Adopt resolution 2016 03 Amending the Overall Work Program to include Grants Management Assistance and the corresponding funding.

BACKGROUND: The Redwood Coast Transit Authority is currently in a consultant selection process to hire a new transit manager. To help ensure no deadlines are missed during this transition, staff is proposing a short-term time and materials contract ending June 30, 2016. While it is possible that a new manager will be contracted by Redwood Coast Transit Authority before this date, it is also possible that a contract will not begin until July 1, 2016. The intent of this short-term contract is to help ensure that reporting deadlines are met and future grant applications are submitted. It is additionally likely that the funds will not be fully expended and perhaps not needed at all. The funds that are not used revert directly back to the account from which they originated. Cholwell, Benz and Hartwick staff and DNLTC chair Kathryn Murray were consulted prior to this request to DNLTC. The brief letter proposal, our standard contract and the resolution amending the Overall Work Program to include the services are attached. I anticipate that the contract will be approved as to form by council prior to the DNLTC meeting.

The following represents the area of TDA from which CBH and staff are proposing. By using this specific area of TDA, no current-year allocations are impacted and the result is a decrease in carryover to the 2016-17 year.

**Audited information from 2014-15 Year
Fund 637 Local Transportation Fund**

| | |
|--------------------------------------|-------------|
| Held in Trust for Pedestrian/Bike | \$38,790.00 |
| Special Allocation Grants Management | \$ 8,000.00 |
| Held in Trust * | \$37,405.00 |
| <hr/> | |
| Total Net Position | \$84,195.00 |

* Prior Held in Trust amount \$45,405.00



**TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTANTS**

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Post Office Box 5875
Tahoe City, California 96145
(530) 583-4053 FAX: (530) 583-5966
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February 2, 2016

Ms. Tamera Leighton, Executive Director
Del Norte Local Transportation Commission
1301 B Northcrest Drive, #16
Crescent City, California 95531

RE: On-Call Transportation Grant Services

Dear Ms. Leighton:

Per your request, LSC Transportation Consultants, Inc. would like to present our proposal to assist the Del Norte Local Transportation Commission by providing on-call transit grant fund administration services. Under this proposal, LSC would respond to specific requests by yourself to assist the DNLTC with grant applications, grant reporting, and associated documentation.

Specifically, LSC will provide up to 72 hours of Senior Planner staff time, at a rate of \$110 per hour. Including \$80 for telephone, copy and delivery fees, total billing would not exceed \$8,000 without your prior written approval.

We would propose to provide these services on a time and materials basis. Invoices would be provided monthly, accompanied by a summary of work performed. We would be happy to consider any contract form you might require.

We look forward to continue our good working relationship with the DNLTC, and to help in the current transition period. We would be happy to consider modifications to the proposed work scope to best meet the needs and resources of the DNLTC. Thank you for the opportunity to present our proposal.

Respectfully Submitted,

LSC Transportation Consultants, Inc.

by 

Gordon Shaw, PE, AICP, Principal

AGREEMENT FOR CONSULTING SERVICES

This Agreement for services ("Agreement") is hereby made as of February 11, 2016 set forth below by and between the Del Norte Local Transportation Commission, (DNLTC) and LSC Transportation Consultants ("Contractor").

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. IDENTIFICATION OF Contractor.** The name, address, and phone number of Contractor are LSC Transportation Consultants, 2690 Lake Forest Road PO Box 5875 Tahoe City, CA 96145; (530) 583-4053. The Contractor's tax identification number will be provided on a W-9 and submitted at the time of execution of this agreement. Contractor is not listed on the Federal web site as a debarred or ineligible contractor.

- 2. SERVICES.** The services provided by Contractor are based on Letter Proposal set forth in the attachment dated February 2, 2016.

Contractor must perform all work in accordance with the terms and provisions of this Agreement and interact in such a manner with the Director so as to accomplish the result sought by DNLTC. Contractor acknowledges that Director is the DNLTC's authorized representative for interpreting and enforcing the terms and provisions of this Scope of Services and Schedule to be performed.

Contractor agrees that the Director may delegate her authority to any designee(s) she may select in her sole and absolute discretion.

Contractor must perform all work required to be performed according to the Letter Proposal dated February 2 2016 for On-Call Transportation Grant Services.

Such services may include, but not be limited to: 1) Working closely with the DNLTC Director in performing work in accordance with this Agreement in order to receive clarification as to the result which the DNLTC expects to be accomplished; 2) Such other project management tasks as agreed upon between Contractor and DNLTC.

- 3. TIME FOR PERFORMANCE.** The services of Contractor will begin on or after February 11 2016 and shall continue until June 30, 2016. Time is of the essence in the performance of work provided for in this Agreement and the following times for performance must be strictly adhered to unless otherwise modified in writing by DNLTC. This is an On-Call services agreement.

In the event that a dispute arises between DNLTC and the Contractor as to the interpretation of this contract, or the compensation hereunder, or the time for completion of the work, Contractor is not excused from any scheduled completion date provided for by this agreement, but must diligently proceed in a workmanlike manner with all work required by it to be performed. No work may be delayed or postponed by the Contractor pending resolution of any disputes or disagreements with DNLTC unless otherwise agreed to in writing by DNLTC.

Contractor will confer with the DNLTC Director as needed, but in no event less than once per month, to evaluate workload and schedule upcoming activities and staffing needs.

Contractor must submit all requests for extensions of time for performance in writing to the DNLTC'S representative no later than ten (10) calendar days after the occurrence of any event or condition which purportedly caused the delay, and in no event later than the date on which performance is to be complete. The DNLTC'S representative, in his or her sole and absolute discretion, will review all such requests and will grant Contractor reasonable time extensions for unforeseeable delays which are beyond Contractor's control. The DNLTC Director's decision in this regard is controlling.

4. TERM. The term of this contract shall commence on February 11, 2016 and shall end on June 30, 2016 unless sooner terminated by either party in writing according to the terms of Section 18.

5. PAYMENT. As compensation for the services performed hereunder, DNLTC must pay Contractor according to the approach, staffing plan and Cost Proposal that is Attachment A to this contract. The total sum is not to exceed \$8,000 on a materials and performance basis, based on invoices submitted to the DNLTC that reflect the activities agreed upon.

Contractor must submit requests for payment monthly after completion of services and requests for payment must detail the type of work performed, and shall be directed to the following address: Del Norte Local Transportation Commission, 1301-B Northcrest Drive, PMB16, Crescent City, CA 95531. Invoices will be paid within 60 days.

Services performed by Contractor and not authorized in this Agreement will not be paid for by DNLTC. Payment for additional services will be made to Contractor by DNLTC only if both parties, in advance of performance of any additional services, amend this Agreement.

6. DESIGNATED REPRESENTATIVES. The DNLTC Executive Director is the representative of the DNLTC and will administer this Agreement for DNLTC. Gordon Shaw is the authorized representative for LSC Transportation Consultants.

7. INDEPENDENT Contractor. At all times during the term of this Agreement, Contractor is responsible for Contractor's own operating costs and expenses, property and income taxes, worker's compensation insurance, and any other costs and expenses in connection with the performance of services under this Agreement. Contractor agrees that he or she is not an employee of the DNLTC. DNLTC does not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

8. LICENSES, PERMITS, ETC. Contractor represents and warrants to DNLTC that he/she has all licenses, permits, qualifications and approvals legally required for Contractor to practice his or her profession. If at any time Contractor ceases to have the licenses, permits, qualifications or approvals required for Contractor to practice his or her profession, Contractor will immediately notify DNLTC and this Agreement may be terminated at DNLTC's sole discretion.

9. INSURANCE.

Liability Insurance

During the term of this Agreement, Contractor must maintain in full force and effect a policy of commercial general liability insurance with minimum coverage of one million dollars (\$1,000,000) per occurrence and/or two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage; and automobile liability insurance with minimum coverage of one million dollars (\$1,000,000) per accident for bodily injury and one million dollars (\$1,000,000) per accident for property damage. Such insurance shall cover the DNLTC, its officers, officials, employees and volunteers as insured with respect to liability arising out of work or operations performed by or on behalf of Contractor and with respect to automobiles owned, leased, hired or borrowed by Contractor. For any claims related to this Agreement or performance under this agreement, Contractor's insurance shall be primary. Policies shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DNLTC.

Worker's Compensation:

During the term of this Agreement, Contractor must fully comply with the laws of the State of California concerning Worker's Compensation. Said compliance includes but is not limited to, maintaining in full force and effect one or more policies of insurance against any liability Contractor may have for Worker's Compensation.

Unemployment and Disability Insurance:

During the term of this Agreement, Contractor must fully comply with the laws of the State of California concerning unemployment and disability insurance. Said compliance shall include, but is not limited to, properly calculating employee payroll deduction and employer contribution amounts, and making timely payment to the State of California as required by law.

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

11. INDEMNITY. Contractor must defend, indemnify, and hold harmless DNLTC, 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.

12. THE CIVIL RIGHTS, HCD, AND AGE DISCRIMINATION ACTS. During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on 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.

13. STATE NONDISCRIMINATION CLAUSE. During the performance of this contract, Contractor and its subcontractors must not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and its

subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

14. CONFLICT OF INTEREST. No Congressional representative and no resident commissioner may receive any benefit from this contract 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 contract other than payment for services provided under this contract.

15. DRUG-FREE WORKPLACE CERTIFICATION. The Contractor certifies, when signing the contract that it complies with the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.) 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, any available employee assistance programs, and the penalties for violation of the drug-abuse policies; and
- c. Give every employee working on the contract activities, if any, a copy of the drug-free policy statement and require they abide by its terms as a condition of employment.

If the Contractor fails to comply with these requirements the DNLTC may suspend payments or terminate the contract, or both. If the DNLTC finds the Contractor has made a false certification or failed to carry out these requirements, the Contractor may also be ineligible for future awards.

16. 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.

17. MONITORING AND AUDITING. Contractor agrees to be subject to monitoring and auditing by DNLTC, 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 DNLTC's State or Federal contracts.

18. TERMINATION. DNLTC and Contractor each have the right to terminate this Agreement upon thirty (30) days written notice to the other party. This Agreement may be terminated immediately upon non-performance of either party. Contractor is entitled to payment for all work completed up to the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to commence on the 11th day of February 2016.

DEL NORTE LOCAL TRANSPORTATION COMMISSION
A California Regional Transportation Planning Agency

Tamera Leighton, Executive Director

Dated: _____

APPROVED AS TO FORM:

Robert Black, Counsel

Dated: _____

LSC Transportation Consultants

Gordon Shaw

Dated: _____

RESOLUTION NO. 2016 03

**DEL NORTE LOCAL TRANSPORTATION COMMISSION RESOLUTION
APPROVING AMENDMENT #3 OF THE 2015-16 OVERALL WORK PROGRAM**

WHEREAS, the Del Norte Local Transportation Commission in its official capacity as the designated Regional Transportation Planning Agency, hereafter referred to as the RTPA, is responsible for the planning, allocating and programming of funds; and

WHEREAS, the 2015-16 Overall Work Program (OWP) is the primary management tool for the Del Norte Local Transportation Commission, identifies the activities and a schedule of work for regional transportation planning in Del Norte County, and is a requirement of the Memorandum of Understanding between Del Norte Local Transportation Commission and the California Department of Transportation; and

WHEREAS, the Del Norte Local Transportation Commission adopted the 2015-16 OWP at the April 2015 meeting, Amendment 1 in the November 2015 meeting, Amendment 2 in the January 2016 meeting; and

WHEREAS, through the normal course of business adjustments to the Overall Work Program are necessary and expected; and

WHEREAS, Amendment #3 of the 2015-16 OWP makes the following changes:

| Work Element: | Purpose of change: | Action taken: |
|----------------------|-------------------------------------|--|
| E 1 | Adds funds for consultant contract. | Increases Consultant TDA funds by \$8,000. |

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the Del Norte Local Transportation Commission hereby approves Amendment #3 of the 2015-16 Overall Work Program.

PASSED AND ADOPTED by the Del Norte Local Transportation Commission, a Regional Transportation Planning Agency of the State of California on the 11th day of February 2016 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

, Chair
Del Norte Local Transportation Commission

Attest:

Tamera Leighton, Executive Director
Del Norte Local Transportation Commission

WORK ELEMENT E Transportation Development Act Administration and Fiscal Management

Amendment 3

| Expenditures | | Revenue by Fund Source | | | |
|--|---------------------|------------------------|----------|------------------|--|
| Staff Allocations and Funding Requirements | | | | | |
| | Amount (\$) | RPA | STIP/PPM | TDA | |
| DNLTC Staff Services | \$ 27,000.00 | \$ - | - | \$ 27,000.00 | |
| Consultant/Auditor | \$ 63,000.00 | \$ - | \$ - | \$ 63,000.00 | |
| TOTAL | \$ 90,000.00 | - | - | 90,000.00 | |

Note: All accounting and reporting is at the product level and all consultant costs are limited by contract.

Previous Accomplishments

- Record retention
- State Controller Report
- TDA annual fiscal audits and triennial performance audits
- Unmet needs process
- Social Service Transportation Advisory Counsel support

Objective

Administer TDA funds in compliance with laws and regulations.

Discussion

Public participation is a key component of TDA. Public meetings are held to discuss transportation needs and hear concerns. DNLTC is required to establish a Social Service Transportation Advisory Council (SSTAC), comprised of the transit-dependent, including disabled, elderly and low-income representatives. SSTAC members work with local agencies in developing transit unmet needs criteria, which are used in making project approval decisions. To ensure program compliance, fiscal and performance audits are conducted. Fiscal audits are conducted annually, and include transit operator’s expense-to-revenue ratio, known as farebox recovery. Performance audits are conducted every three years and include performance measures that verify the efficiency and effectiveness of planning agencies and transit operators. Fiscal and performance audits are mandatory work for all regional transportation planning agencies in California.

Product 1: Office Operations

Recurring office activities such as maintenance of records, data transcription and legal counsel. Provide staff support in compliance with Transportation Development Act (TDA) statutes and regulations, most often on a daily basis. Provide assistance for transit grant reporting through transit management transition. Office operations are necessary to meet the requirements of the TDA. Products include a well-maintained filing system including recording Commission meetings, and contracts reviewed and signed by counsel.

| Task/Activity | Products | Schedule |
|---|--------------------------------------|-----------|
| 1 Prepare state and federal documents as required by the Transportation Development Act. This activity is on-going throughout the fiscal year. | Document production and submission | As needed |
| 2 Maintain video, electronic and print records and archival of correspondence and documents as required by the Del Norte Local Transportation Commission document retention policy. | Document retention and filing system | Daily |
| 3 Professional services contracts for Attorney services, to advise and assist DNLTC as necessary and for contract review. | Approved contracts | As needed |
| 4 Professional services for transit grant management to assist DNLTC as necessary to maintain grant funding in collaboration with Redwood Coast Transit Authority. | Grant reporting | As needed |

| E1 Estimate | Amount | RPA | STIP/PPM | TDA |
|---------------------|------------------|-------------|-------------|------------------|
| DNLTC Staff Service | \$ 13,000 | \$ - | \$ - | \$ 13,000 |
| Consultant | \$ 15,000 | \$ - | \$ - | \$ 15,000 |
| Total | \$ 28,000 | \$ - | \$ - | \$ 28,000 |

Product 2: Fiscal Management

TDA 2014/15 fiscal audits, annual state controller report, TDA findings and allocations. This work is mandatory per the Transportation Development Act. Products include State Controllers Report, audited financial statements for DNLTC and Redwood Coast Transit Authority and a performance audit covering three years ending in June 2015.

| Task/Activity | Products | Schedule |
|--|---|---------------|
| 1 Apportion TDA funds, approve claims, allocate funds, prepare and submit State Controllers Report, including services of the Auditors Office. | TDA resolutions; State Controllers report | July-June |
| 2 Conduct TDA fiscal audits, including services of independent auditor, and certified public accountant. | Fiscal Audit | August-Decemb |
| 3 Conduct TDA performance audits, including contracting services of independent auditor for Redwood Coast Transit Authority and Del Norte Local Transportation Commission. | Compliance Audit | August-Decemb |

| D1 Estimate | Amount | RPA | STIP/PPM | TDA |
|---------------------|------------------|-------------|-------------|------------------|
| DNLTC Staff Service | \$ 11,000 | \$ - | \$ - | \$ 11,000 |
| Auditors Office | \$ 5,000 | | | \$ 5,000 |
| Consultant | \$ 43,000 | \$ - | \$ - | \$ 43,000 |
| Total | \$ 59,000 | \$ - | \$ - | \$ 59,000 |

Product 3: Social Services Transportation Advisory Council support

Coordinate the annual unmet transit needs process by providing staff support to SSTAC. DNLTC is responsible for administering the annual unmet transit needs process concurrent with transit planning activities covered under Work Element D. This task is accomplished with the assistance of the Social Services Transportation Advisory Council and is a mandatory activity per the Transportation Development Act. Products include Unmet Needs report and certification, agendas, minutes, and website postings.

| Task/Activity | Products | Schedule |
|---|---|-----------|
| 1 Prepare SSTAC meeting agendas, public notices, attend meetings, prepare meeting notes, post information to website. | Agendas, notices, minutes, notes, website | As needed |
| 2 Administrative tasks necessary to accomplish the Unmet Needs Process. | Unmet needs certification to State | Annually |

| D1 Estimate | Amount | RPA | STIP/PPM | TDA |
|---------------------|-----------------|-------------|-------------|-----------------|
| DNLTC Staff Service | \$ 3,000 | \$ - | \$ - | \$ 3,000 |
| Consultant | \$ - | \$ - | \$ - | |
| Total | \$ 3,000 | \$ - | \$ - | \$ 3,000 |