



**Shasta County**

**Regional Transportation  
Planning Agency**

1855 Placer Street • Redding, CA 96001 • (530)225-5654 • FAX (530)225-5667  
E-Mail [scrtpa@co.shasta.ca.us](mailto:scrtpa@co.shasta.ca.us) • HOME PAGE [www.scrtpa.org](http://www.scrtpa.org)

**Daniel S. Little, Executive Director**

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February 9, 2012

### **NOTICE TO POTENTIAL PROPOSERS**

The Shasta County Regional Transportation Planning Agency (SCRTPA) is a public agency designated by the state as the Metropolitan Planning Organization for Shasta County. The SCRTPA is responsible for area-wide transportation planning and administers federal and state funds for transportation planning and public transportation. The County of Shasta currently hosts the SCRTPA. The SCRTPA is obtaining independent status with anticipated full separation from the county by July 1, 2012.

The SCRTPA is accepting letters of interest and a statement of qualifications from firms or individuals providing both human resources and risk management services. Two types of services are required: 1) a transition phase to an independent regional transportation planning agency by July 1, 2012, and 2) subsequent annual on-call services for ongoing operations.

The qualified firm(s) or individual(s) will assist in transitioning the SCRTPA's current operations from a county-supported agency to an independent agency. The firm(s) or individual(s) should have the following qualifications: 1) five years or more of related experience, and 2) familiarity with local government procedures, preferably with a regional transportation planning agency, metropolitan planning organization or council of governments.

The full request for qualification is available on the SCRTPA website at:  
[www.scrtpa.org/RTnotices.html](http://www.scrtpa.org/RTnotices.html)

#### **Staff Contact:**

Daniel S. Little, AICP, Executive Director  
Email: [dlittle @ co.shasta.ca.us](mailto:dlittle@co.shasta.ca.us)  
Phone: 530-245-6819



## **Request for Qualifications (RFQ)**

### **Human Resource and Risk Management Services**

#### **Shasta County Regional Transportation Planning Agency**

1855 Placer Street  
Redding California 96001  
Phone: 530-225-5654  
Website: [www.scrtpa.org](http://www.scrtpa.org)

#### **Staff Contact:**

Daniel S. Little, AICP, Executive Director  
Email: [dlittle@co.shasta.ca.us](mailto:dlittle@co.shasta.ca.us)  
Phone: 530-245-6819

## 1. GENERAL INFORMATION

The Shasta County Regional Transportation Planning Agency (SCRTPA) is accepting letters of interest and a statement of qualifications (SOQ) from agencies providing both human resources and risk management services.

The qualified firm(s) will assist in transitioning the SCRTPA's current operations from a county-supported agency to an independent agency.

The contract is limited to \$40,000 in the current fiscal year. Two types of services are authorized: 1) a transition phase to an independent regional transportation planning agency by July 1, 2012, and 2) subsequent annual on-call services for ongoing operations. A separate contract will be required for each service.

### **Staff Contact:**

Daniel S. Little, AICP, Executive Director  
Email: dlittle @ co.shasta.ca.us  
Phone: 530-245-6819

## 1.1 PURPOSE/BACKGROUND

The SCRTPA is a public agency designated by the state as the Metropolitan Planning Organization for Shasta County. The SCRTPA is responsible for area-wide transportation planning and administers federal and state funds for transportation planning and public transportation. The County of Shasta currently hosts the SCRTPA. The SCRTPA is obtaining independent status with anticipated full separation from the county by July 1, 2012.

## 1.2 PROJECT NEEDS

The following are transitional and operational activities anticipated. Development of a formal scope of work will begin after selection of qualified firm(s). Exhibit A presents an estimated transition schedule.

**Transition phase:** Subject to development of a specific scope of work, schedule and budget, the qualified firm(s) will contract to assist in transitioning current operations from a county-supported agency to an independent agency. It is the SCRTPA's intent to maintain the same job classifications, benefits and general policies currently followed. The firm(s) should perform a review of SCRTPA operations including, but not limited to the following:

- Conduct initial interview on the business operations and history of the SCRTPA
- Operations, including tracked information, reports utilized, and productivity
- Operational policies and procedures
- Administrative procedures
- Employee health benefits
- Employee/Employer PERS benefits
- Personnel procedures
- Risk management procedures

- Insurance and indemnity requirements
- Job classifications/descriptions
- Other related services, as needed

The following are key tasks the firm(s) will assist the SCRTPA in during the transition phase:

- Developing personnel policies and procedures
- Developing job classification plan/descriptions
- Establish employee training programs
- Procurement of health care benefits and life insurance plans
- Procurement of liability, professional and workers compensation insurance
- Assist in transferring CalPERS benefits
- Establish flexible spending accounts
- Other related services, as needed

**Ongoing services:** The selected firm(s) will contract with the SCRTPA for ongoing services related to day-to-day human resources and risk management including, but not limited to the following:

- Administration and management of workers compensation and claims
- Injury and illness prevention programs
- OSHA compliance
- Loss mitigation
- Provide guidance on human resource compliance
- Required employer notices
- Equal opportunity practices
- Hiring practices
- Employee actions
- Employee background checks and investigations
- Other related services, as needed

## 2. SUBMITTAL REQUIREMENTS

### 2.1 QUALIFICATIONS

- Five (5) years or more of related experience
- Familiarity with local government procedures, preferably with a regional transportation planning agency, metropolitan planning organization, council of governments or association of governments

### 2.2 SOQ CONTENTS

A complete and responsive SOQ will include the following elements:

- Statement of understanding of the scope of work
- Qualifications and summary of work experience in similar areas
- A description of experience working with government agencies
- Statement pledging the availability of staff consistent with the SCRTPA timeline (Exhibit A)

- Proposed project team, including title/role of each individual
- Resumes of staff assigned to the project
- Past/present client references, including respective contact information
- Hourly fee schedule by personnel/position
- Travel expenses, if applicable

## 2.3 SUBMITTAL INSTRUCTIONS

The SCRTPA invites firms to submit three hard copies of the SOQ with a cover letter signed by an authorized individual and one electronic (PDF) copy to the:

Shasta County Regional Transportation Planning Agency  
 Attn: Daniel S. Little, Executive Director  
 1855 Placer Street  
 Redding, CA 96001

## 3. EVALUATION PROCEDURE

Evaluations will be based on the criteria listed below:

- Experience of firm(s) in providing similar services
- Experience of firm(s) with similar government agencies
- Experience of proposed project team
- Overall quality of SOQ
- Cost and value of services

## 4. PERSONAL SERVICES AGREEMENT AND NOTICE TO PROCEED

A Personal Services Agreement (PSA) is required for each type of service. Interested firms should review the attached sample PSA (Exhibit B) before preparing a SOQ. The SCRTPA must issue a notice to proceed prior to starting any identified tasks.

RFQ schedule	
Release RFQ	February 10, 2012
Due date for SOQ	February 22, 2012, 5:00 p.m.
Evaluations and ranking of qualified firms	February 27-March 2, 2012
Develop and negotiate scope of initial services	March 2-March 7, 2012
Approve initial scope of work and notice to proceed with transition phase	March 15, 2012

## 5. TERMS AND CONDITIONS

### 5.1 DISCLAIMERS

All SOQs become the property of the SCRTPA and its official records. The cost of preparing and submitting a SOQ and participating in an interview are at the sole expense of the proposer.

Solicitation of SOQs does not obligate the SCRTPA to contract with any firm(s) or individual(s). The SCRTPA reserves the right to reject any or all SOQs and to waive any informality, technical

defect, or clerical error in any SOQ. The final selection of a firm(s) and decision to award a contract is at the sole discretion of the SCRTPA.

The Disadvantaged Business Enterprises (DBE) goal is 9% race-neutral. Certified DBE firms are responsible for submitting DBE status for itself and any subcontractors.

Any SOQ received prior to the deadline may be withdrawn or modified at the request of the proposer. Modified SOQs must be received in writing prior to the deadline.

In the event that it becomes necessary to revise any part of this RFQ, an addendum will be emailed to all firms or individuals who have responded to the solicitation. The SCRTPA will publish addendums, questions and answers, and other pertinent information on the SCRTPA website: [www.scrtpa.org](http://www.scrtpa.org).

The SCRTPA also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a contract.

## 5.2 PROTEST PROCEDURE

This protest procedure constitutes the sole administrative remedy available to consultants under this procurement.

The SCRTPA executive director must receive all protests in writing within five (5) business days from the results notification. An authorized agent must sign the protest. A description of the relief or corrective action requested should also be included. Only those protests stipulating an issue of fact concerning the following points shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator(s)
- Errors in computing the score
- Non-compliance with procedures described in this RFQ or the SCRTPA's established policies

Protests will be considered if based on the above matters. Protests will be rejected without merit if they address issues such as: 1) agencies needs or evaluator's professional judgment on the quality of a proposal, or 2) SCRTPA'S assessment of its own and/or other agencies needs or requirements. A written appeal may be submitted to the SCRTPA board within ten (10) days after the executive director's final determination.

EXHIBIT B

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT BETWEEN THE SHASTA COUNTY REGIONAL  
TRANSPORTATION PLANNING AGENCY AND  
XXXXXXXXXXXXXXXXXXXX**

This agreement is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA") and XXXXXXXXXXXX ("CPA") for fiscal, compliance and performance audit services.

**1. RESPONSIBILITIES OF CPA.**

A. Pursuant to the terms and conditions of this agreement, CPA shall

Select Option:

Fill in description of work to be performed. Work plan deliverables include:

1. List deliverables
2. xxx
3. xxx

If more than 3 deliverables, use the following and include Exhibit

CPA shall perform the services described in Exhibit A to this agreement which is attached hereto and incorporated within.

B. As required by Government Code Section 7550, each document or report prepared by CPA for or under the direction of the SCRTPA pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. CPA shall label the bottom of the last page of the document or report as follows: agency name, agreement number, and dollar amount.

**2. RESPONSIBILITIES OF THE SCRTPA.**

The SCRTPA shall compensate CPA as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by CPA.

**3. COMPENSATION.**

Select Option:

CPA shall be paid up to **fill in dollar amount** for the services described in this agreement. **or** SCRTPA shall compensate CPA for labor costs and materials costs actually incurred in accordance with Exhibit **B**, which is attached hereto and incorporated herein.

In no event shall compensation paid by SCRTPA to CPA pursuant to this agreement exceed \$**xxxxxxx**.

**4. BILLING AND PAYMENT.**

CPA shall submit to the SCRTPA contract administrator **Select Option:** within **xxxx days after completion of each of the services** prescribed in Section 1, an itemized statement or invoice of services rendered. **or** The SCRTPA shall make payment within 30 days of receipt of CPA's correct and approved statement or invoice.

**5. TERM OF AGREEMENT.**

This agreement shall commence as of the date it has been signed by both parties and shall end **fill in term of agreement.**

**6. TERMINATION OF AGREEMENT.**

- A. If CPA materially fails to perform CPA's responsibilities under this agreement to the satisfaction of the SCRTPA, or if CPA fails to fulfill in a timely and professional manner CPA's responsibilities under this agreement, or if CPA violates any of the terms or provisions of this agreement, then the SCRTPA shall have the right to terminate this agreement for cause effective immediately upon the SCRTPA giving written notice thereof to CPA. If termination for cause is given by the SCRTPA to CPA and it is later determined that CPA was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph B of this section.
- B. The SCRTPA may terminate this agreement without cause on 30 days written notice to CPA.
- C. The SCRTPA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. The SCRTPA's right to terminate this agreement may be exercised by the Executive Director.
- E. Should this agreement be terminated, CPA shall promptly provide to the SCRTPA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by CPA pursuant to this agreement.
- F. If this agreement is terminated, CPA shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. CPA shall be entitled to no other benefits other than those specified herein. CPA specifically acknowledges that in entering into and executing this agreement, CPA relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between CPA and the SCRTPA Executive Director.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

**8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of CPA, CPA may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the SCRTPA. The waiver by the SCRTPA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**9. EMPLOYMENT STATUS OF CPA.**

CPA shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the SCRTPA to exercise discretion or control over the professional manner in which CPA performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by CPA shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of the SCRTPA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. CPA shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CPA were the SCRTPA employee. The SCRTPA shall not be liable for deductions for any amount for any purpose from CPA's compensation. CPA shall not be eligible for coverage under the SCRTPA's workers' compensation insurance plan nor shall CPA be eligible for any other SCRTPA benefits. CPA must issue W-2 and 941 Forms for income and employment tax purposes, for all of CPA's assigned personnel under the terms and conditions of this agreement.

**10. INDEMNIFICATION.**

CPA shall hold harmless and indemnify SCRTPA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of the SCRTPA Counsel and counsel retained by

the SCRTPA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of the SCRTPA) being damaged by the negligent acts, willful acts, or errors or omissions of the CPA or any of CPA's subcontractors, any person employed under CPA, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the negligence or intentional wrongdoing of the SCRTPA. CPA shall also indemnify the SCRTPA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall indemnify and hold harmless the SCRTPA with respect to CPA's "independent contractor" status that would establish a liability on the SCRTPA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, CPA shall indemnify and hold harmless the SCRTPA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

**11. INSURANCE COVERAGE.**

- A. CPA and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the SCRTPA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the SCRTPA.
- B. CPA and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover CPA, subcontractor, CPA's partner(s), subcontractor's partner(s), CPA's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by CPA or subcontractor. CPA hereby certifies that CPA is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and CPA shall comply with such provisions before commencing the performance of the work or services prescribed in this agreement.
- C. CPA shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. CPA shall require subcontractors to furnish satisfactory proof to the SCRTPA that

liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of CPA pursuant to this agreement.

E. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for CPA or subcontractor shall be disclosed to and be subject to approval by the SCRTPA Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CPA or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, CPA or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names *the SCRTPA, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days' written prior notice to the SCRTPA*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) CPA shall provide the SCRTPA with an endorsement or amendment to CPA's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, CPA shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event CPA fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, the SCRTPA may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability required by this agreement provided by the policy of insurance, CPA shall provide the SCRTPA a certificate of insurance reflecting those limits.

**12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.**

- A. If any claim for damages is filed with CPA or if any lawsuit is instituted concerning CPA's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the SCRTPA, CPA shall give prompt and timely notice thereof to the SCRTPA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. CPA shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. CPA shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.
- C. CPA represents that CPA is in compliance with and agrees that CPA shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*), the Fair Employment and Housing Act (Government

Code Sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the SCRTPA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All CPAs qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 9% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE CPAs that will participate in the contract; (2) a description of the work that each DBE CPA will perform; (3) the dollar amount of the participation of each DBE CPA participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

**14. ACCESS TO RECORDS/RETENTION.**

The SCRTPA, federal, and state officials shall have access to any books, documents, papers, and records of CPA that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of CPA or the SCRTPA. Except where longer retention is required by federal or state law, CPA shall maintain all records for five years after the SCRTPA makes final payment hereunder.

**15. CPA'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

CPA's failure to comply with state and federal child, family, and spousal support reporting requirements regarding CPA's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. CPA's failure to cure such default within 90 days of notice by the SCRTPA shall be grounds for termination of this agreement.

**16. LICENSES AND PERMITS.**

CPA shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by the SCRTPA. Failure to maintain the licenses, permits,

certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by the SCRTPA.

**17. PERFORMANCE STANDARDS.**

CPA shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to CPA's services.

**18. CONFLICTS OF INTEREST.**

CPA and CPA's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**19. NOTICES.**

A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to the SCRTPA: Executive Director  
Shasta County Regional Transportation  
Planning Agency  
1855 Placer Street  
Redding, CA 96001

If to CPA: xxxxxxxx  
xxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxx

B. Written notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

**20. AGREEMENT PREPARATION.**

It is agreed and understood by the parties that this agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code Section 1654.

**21. COMPLIANCE WITH POLITICAL REFORM ACT.**

CPA shall comply with the California Political Reform Act (Government Code Sections 87100, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the SCRTPA's Conflict of Interest Code, with regard to any obligation on the part of CPA to disclose financial interests and to recuse from influencing any SCRTPA decisions which may affect CPA's financial interests. If required

by the SCRTPA's Conflict of Interest Code, CPA shall comply with the ethics training requirements of Government Code Section 53234 *et seq.*

**22. CONFIDENTIALITY.**

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

**23. SCOPE AND OWNERSHIP OF WORK.**

The scope of work shall be as prescribed in Paragraph 1. All research data, reports, and every other work product of any kind or character arising from or related to the scope of work of this agreement shall become the property of the SCRTPA and be delivered to the SCRTPA upon completion of its authorized use pursuant to this agreement. The SCRTPA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCRTPA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, CPA shall retain all of CPA's rights in CPA's own proprietary information, including, without limitation, CPA's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by CPA prior to, or acquired by CPA during the performance of this agreement and CPA shall not be restricted in any way with respect thereto.

**24. USE OF SCRTPA PROPERTY.**

CPA shall not use SCRTPA premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of CPA's obligations under this agreement.

**25. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or SCRTPA ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the SCRTPA and CPA have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

**Shasta County Regional  
Transportation Planning Agency**

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

\_\_\_\_\_  
Leonard Moty  
Chair

\_\_\_\_\_  
CPA

\_\_\_\_\_  
Tax I.D. DO NOT PUT SOCIAL SEC # HERE

Approved as to form:

John Kenny, Counsel  
Shasta County Regional  
Transportation Planning Agency

\_\_\_\_\_  
John Kenny

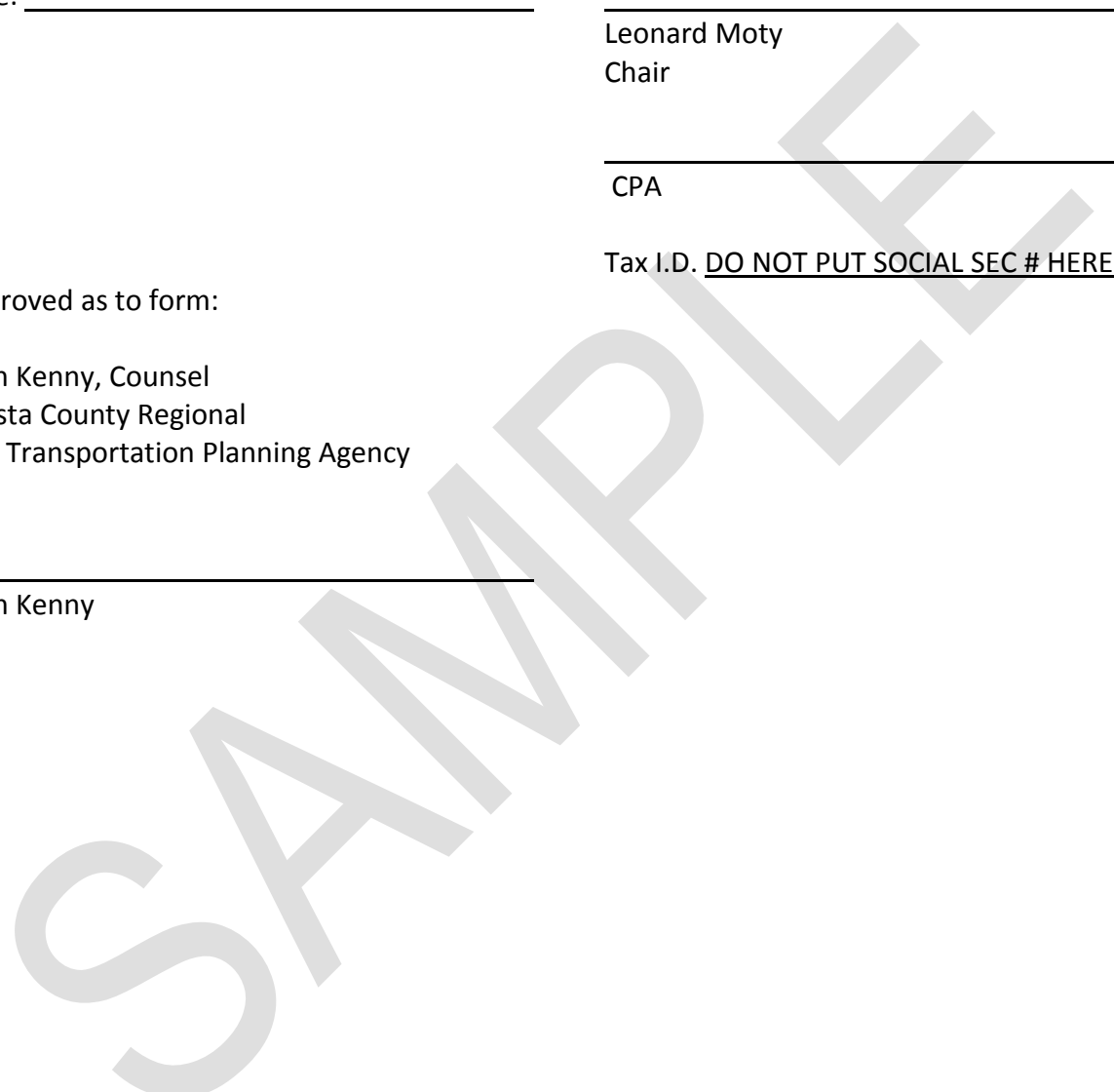


EXHIBIT A: INDEPENDENT RTPA TRANSITION PLAN (July 1, 2012 Target Date)

DRAFT February 6, 2012



\* Denotes RTPA Board Approval Needed  
 \*\* Denotes Board of Supersors Approval Needed