

LASSEN COUNTY TRANSPORTATION COMMISSION  
REGIONAL TRANSPORTATION PLANNING AGENCY



John L. Clerici, Executive Secretary

Office:  
555 Capitol Mall, Suite 600  
Sacramento, CA 95814

P.O. Box 1028  
Susanville, CA 96130

Date Posted: OCTOBER 30, 2024

To: THE LASSEN COUNTY TRANSPORTATION COMMISSION:

Russ Brown, (City Council)  
Mendy Schuster (City Council)  
Dawn Miller (City Council)

Tom Neely, (Co. Supervisor)  
Chris Gallagher, (Co. Supervisor)  
Aaron Albaugh, Chair (Co. Supervisor)

Subject: **REGULAR MEETING**

of the

**LASSEN COUNTY TRANSPORTATION COMMISSION**

A meeting of the Lassen County Transportation Commission has been scheduled for **Monday, November 4, 2024, at 1:30 p.m.**

**The meeting will be held at the City Council Chambers, 66 North Lassen Street, Susanville, CA.**

**The meeting will use zoom for remote viewers.**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/82517371345>

Meeting ID: 825 1737 1345

Passcode: 009614

One tap mobile

+16694449171,,82517371345#,,,,\*009614# US

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The Agenda is as follows:

**(1) CONVENE**

1.1 Pledge of Allegiance

1.2 Adoption of the Agenda: **Motion Required**

The Commission may make any necessary additions, deletions or corrections to the agenda including moving items to or from the agenda.

1.3 Approval of the Minutes for August 12, 2024, Regular Meeting: **Motion Required**

1.4 Approval of the Consent Calendar: **Motion Required**

**NOTE:** All matters listed under the Consent Calendar are considered routine and will be enacted by one motion by roll call vote unless any member of the Commission wishes to remove an item for discussion. The reading of the full text of all Resolutions will be waived unless a commissioner requests otherwise.

1.41 Master Fund Transfer Agreement Between LCTC and Caltrans. \*

**REQUESTED ACTION: Adopt Resolution 24-6 authorizing the Executive Secretary to sign a new Master Fund Transfer Agreement Contract and other agreements necessary for the receipt of Commission-authorized state and federal funds.**

1.42 Fiscal Year 2024/25 Overall Work Program and Budget Amendment #1 \*

**REQUESTED ACTION: Adopt Resolution 24-7 approving Amendment #1 to the Fiscal Year 2024/25 Overall Work Program and Budget.**

(2) **CORRESPONDENCE/PUBLIC COMMENT**

(3) **REPORTS**

3.1 Reports from Caltrans, CHP, City of Susanville, County of Lassen, and LCTC Staff

- Caltrans Report
- California Highway Patrol (CHP) Report
- City of Susanville Report
- County of Lassen Report
- Susanville Indian Rancheria Report

(4) **NEW BUSINESS**

4.01 ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

- There are no closed session items.

4.02 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

4.10 ACTION/DISCUSSION ITEMS

4.11 Lassen County Transportation Commission Staffing Services Discussion and Direction

**REQUESTED ACTION: Consider and discuss staffing options and provide direction to General Counsel to secure future staffing services to the Commission.**

4.12 Recommendation to Cancel December 2024 Regular Meeting of the LCTC

**REQUESTED ACTION: BY MOTION: Direct staff to cancel December 2024  
Regular Meeting of the Lassen County Transportation Commission**

**(5) INFORMATION ITEMS**

5.01 Executive Secretary Report

Updates:

- US 395 Coalition – Corridor projects
- Grants
- Legislation & State Budget

**(6) CORRESPONDENCE**

6.01 None

**(7) OTHER BUSINESS**

7.1 Matters brought forth by the Commission

7.2 Next Commission Meeting – **Monday, January 13, 2025, at 1:30 p.m.**

7.3 Adjourn

\* Attachment

# Enclosure

^ Handout

ITEMS TENTATIVELY SCHEDULED FOR FUTURE MEETINGS: Grant proposals for FY 25/26, Update on US 395 projects, FY 25/26 Draft OWP and Budget

# LASSEN COUNTY TRANSPORTATION COMMISSION

## MINUTES

Regular Commission Meeting

**August 12, 2024**

City of Susanville Council Chambers  
66 North Lassen Street  
Susanville, CA

1:30 P.M. Open Session

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### 1:30 P.M. OPEN SESSION

#### 1. Convene

*The Chair called the meeting to order at 1:47 P.M.*

**Roll Call: Present:** Albaugh (joined at 1:56 pm), Brown, Gallagher, Miller, Neely, Schuster

**Absent:**

#### 1.1 Pledge of Allegiance

*The Pledge of Allegiance to the Flag was waived.*

#### 1.2 Adoption of Agenda:

*It was moved by Commissioner Schuster and seconded by Commissioner Miller that the Commission adopt the agenda as presented. The agenda was adopted by the following vote:*

AYES: Brown, Gallagher, Miller, Neely, Schuster

NOES: None

ABSENT: Albaugh

ABSTAIN: None

#### 1.3 Approval of the June 10, 2024 Regular Meeting Minutes

*The Commission was asked to adopt the Minutes of their June 10, 2024, Regular Meeting, as presented by staff.*

*It was moved by Commissioner Schuster and seconded by Commissioner Miller to approve the minutes as presented by staff. The motion was passed by the following vote:*

AYES: Brown, Gallagher, Miller, Neely, Schuster  
NOES: None  
ABSENT: Albaugh  
ABSTAIN: None

#### **1.4 Approval of Consent Calendar**

*It was moved by Commissioner Miller and seconded by Commissioner Neely that the Commission approve the Consent Calendar as presented by staff. The motion was passed by the following vote:*

AYES: Brown, Gallagher, Miller, Neely, Schuster  
NOES: None  
ABSENT: Albaugh  
ABSTAIN: None

## **2. CORRESPONDENCE/PUBLIC COMMENT**

*No written communications were received.*

*Verbal communications:*

*Elizabeth Norton Bob Godman and the Susanville Public Works Department for helping with a local Susan River Clean up Day. She also commented on rumble strips recently “fixed” by Caltrans at Bass Hill that help accommodate cyclists who use the road shoulder.*

## **3. REPORTS**

### **3.1 Caltrans**

*Michael Oguro provided a brief update on existing projects and preparations for shutting down activities for the winter. He mentioned an emergency project near Fredonia Summitt. He added that the project was due in part to a failure in the recently completed work. Commissioner Gallagher commented that maybe this work would reveal what happened to the previous work. Michael said that he would check into it.*

*Commissioner Albaugh asked about a potential increase in accidents at A2 and SR 299 with traffic coming from Klamath not stopping before turning on to SR 299. Michael said that Pete Heimbigner had also mentioned this and that he would check with the safety team at District 2.*

### **3.2 CHP**

*No update was provided.*

### **3.3 City of Susanville**

*Erik Edholm reported that the contract for the Gateway project was still 2-3 weeks out, and that they would be hiring a consulting engineer to do the project manager work. He added that they anticipated it being a 90-day project, and that the flatwork and concrete would be done by mid-October.*

### **3.4 Lassen County**

*Pete Heimbigner reported that the county snowblower was being repaired and could be ready for winter use. He added that the brush shredder was available.*

*Commissioner Neely asked about the guardrail project in Janesville. Pete mentioned that they received one bid, and it was rejected. They are planning to rebid the project.*

*He added that the county had completed its road inventory agreement with the SIR.*

*Chair Albaugh if Pete had information on how much road mileage SIR was responsible for. Executive Secretary Clerici said he would get that information from the tribe.*

### **3.5 Susanville Indian Rancheria**

*No update was provided.*

## **4 NEW BUSINESS**

### **4.01 Announcement of Items to be Discussed in Closed Session**

*There was no closed session.*

### **4.02 Announcement of Action Taken in Closed Session**

*There was no closed session.*

### **4.10 Action/Discussion Items**

### **4.11 Volcanic Scenic Highway – Contract for Highway Assessment**

*The Commission was asked to direct by motion, 7 the Executive Secretary to prepare and sign a contract to perform preliminary evaluations on the Volcanic Scenic Highway for a contract not to exceed \$5,000.*

*It was moved by Commissioner Neely and seconded by Commissioner Schuster to approve the item as presented by staff. The motion was passed with the following vote:*

AYES: Albaugh, Brown, Gallagher, Miller, Neely, Schuster

NOES: None  
ABSENT: None  
ABSTAIN: None

#### **4.12 Overview of LCTC Organization and Funding**

*The Executive Secretary provided an overview of the legislative foundation that established the LCTC in 1971, the funding sources it has responsibility to distribute, planning responsibilities, and Commission make-up. He also described the Commissions relationship to the Lassen Transit Services Agency, the City of Susanville, Lassen County and Caltrans. And how these agencies work together to provide regional planning and funding for transportation within Lassen County.*

*No action was taken by the Commission on this information item.*

### **5. INFORMATION ITEMS**

*The following is an overview of some of the issues, projects, and coordination currently being advanced by LCTC.*

#### **5.01 Executive Summary Report**

*The Executive Secretary reported the following:*

- ***US 395 Update** – Staff reported that they would be meeting with Congressman LaMalfa at a special meeting of the Sierra Alliance to provide an update on the various projects underway on US 395. The updates included a more detailed look at the safety project Caltrans D2 has developed for the area north of Hallelujah Junction to about Honey Lake, the Wildlife Crossing grant recently awarded the LCTC by the Wildlife Conservation Board, and the Red Rock CapM project.*
- ***Wildlife Crossing Grant** – Data gathering has been completed and an internal draft of potential crossing sites has been developed. Staff hopes to have a publicly accessible version of the potential crossing locations available for the November 4 meeting.*
- ***Lassen/Plumas County ZEV Infrastructure Grant** – The Executive Secretary reported that the project had been closed out.*
- ***Legislation** – There were no updates on current state legislation.*

### **6. CORRESPONDENCE**

*None.*

### **7. OTHER BUSINESS**

#### **7.1 Matter brought forth by the Commissioners**

*Commissioner Schuster asked staff to work with the City to come up with some options for additional access to the Little League fields.*

**7.2 Next Commission Meeting**

*Next meeting of the LCTC will be on Monday, November 4, 2024, at 1:30 PM, at the City of Susanville, City Council Chambers, 66 North Lassen Street, Susanville, CA.*

**7.3 Adjourn**

*The meeting was adjourned at 3:09 p.m.*

*Submitted for approval by:*

A handwritten signature in blue ink, appearing to be 'John Clerici', with a long horizontal line extending to the right.

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John Clerici  
Executive Secretary





**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600  
SACRAMENTO, CA 95814

P.O. Box 1028  
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

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Staff Report

To: Lassen County Transportation Commission

**AGENDA ITEM 1.41**

Date: October 30, 2024

From: John L Clerici, Executive Secretary

A handwritten signature in blue ink, appearing to read "John L. Clerici", is placed over the printed name.

Subject: Master Fund Transfer Agreement Between LCTC and Caltrans

**REQUESTED ACTION**

**BY MOTION: Adopt Resolution 24-6 authorizing the Executive Secretary to sign a new Master Fund Transfer Agreement Contract and other agreements necessary for the receipt of Commission-authorized state and federal funds.**

**BACKGROUND**

The Master Fund Transfer Agreement (MFTA) provides the underlying contractual agreement that allows Caltrans to allocate state and federal funds to regional agencies. The MFTA outlines the roles and responsibilities of regional agencies and Caltrans regarding allocation and use of the funds. The fund sources in the agreement include all or some of the following as identified in each LCTC Overall Work Program Agreement:

- State Rural Planning Assistance
- Federal Highway Administration State Planning and Research – Partnership Planning
- Federal Transit Administration State Planning and Research – Section 5304
- Any other federal or state funds administered by the California Department of Transportation, Office of Regional and Interagency Planning.

**DISCUSSION**

To enable receipt of state and federal funds for LCTC's programs and for implementing agencies, LCTC and Caltrans have a general MFTA for all the funds, and Supplemental Agreements for specific projects.

The last MFTA was approved by LCTC in November 2014. The attached MFTA will be effective January 1, 2025 through December 31, 2034.

The attached Resolution authorizes the Secretary to execute this and other funding contracts and agreements for EDCTC. Following adoption, all existing agreements with contractors and agencies using these state or

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federal funds will be reviewed by staff to ensure compliance with the new MFTA.

## **ALTERNATIVES**

Provide direction to staff.

Attachments (2)

LASSEN COUNTY TRANSPORTATION COMMISSION

Resolution 24-06

RESOLUTION OF THE LASSEN COUNTY TRANSPORTATION COMMISSION  
AUTHORIZING THE EXECUTION OF THE MASTER FUND TRANSFER AGREEMENT  
(MFTA) FOR THE PERIOD OF JANUARY 1, 2025, TO DECEMBER 31, 2034

WHEREAS, the Lassen County Transportation Commission has been designated by the State of California as the Regional Transportation Planning Agency for Lassen County; and

WHEREAS, the Lassen County Transportation Commission receives federal and state funding administered by the California Department of Transportation, Office of Regional and Community Planning; and

WHEREAS, the California Department of Transportation, Office of Regional and Community Planning, which administers the funds detailed in the MFTA, requires the execution of a Master Fund Transfer Agreement authorized by a resolution from the governing board of a local or regional agency; and

WHEREAS, the Lassen County Transportation Commission is an eligible recipient of federal, state, and local funding; and

WHEREAS, the Executive Secretary is authorized to enter into contracts for grants awarded from federal, state, and local funding; and

WHEREAS, the Lassen County Transportation Commission intends to delegate the authority to execute any agreements and amendments to the Executive Director;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE LASSEN COUNTY TRANSPORTATION COMMISSION HEREBY:

1. Authorizes the Executive Secretary or their designee to execute the Master Fund Transfer Agreement (MFTA) with the California Department of Transportation;
2. Agrees to comply with all conditions and requirements outlined in the MFTA, as well as applicable statutes, regulations, and guidelines for all state and federal funds administered by the California Department of Transportation, Office of Regional and Community Planning;
3. Authorizes the Executive Secretary or their designee to undertake any further actions necessary to implement the MFTA, including executing amendments and other documents requiring the signature of an official representative of Lassen County Transportation Commission.

The foregoing resolution was adopted by the Lassen County Transportation Commission at its November 4, 2024, meeting by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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Aaron Albaugh, Chairman  
Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

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John L. Clerici, Executive Secretary

November 4, 2024

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF TRANSPORTATION PLANNING**  
MASTER FUND TRANSFER AGREEMENT

Recipient: **Lassen County Transportation Commission a Regional Transportation Planning Agency (RTPA)**

Effective Date of this Agreement: January 1, 2025

Termination Date of this Agreement: December 31, 2034

FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE FOLLOWING FUND SOURCES AS IDENTIFIED IN EACH ANNUAL OVERALL WORK PROGRAM AGREEMENT

- ◆ State Rural Planning Assistance (RPA)
  - ◆ State Highway Account (SHA)
  - ◆ Road Maintenance and Rehabilitation Account (RMRA)
  - ◆ Federal Highway Administration (FHWA) State Planning and Research (SPR) - Partnership Planning
  - ◆ Federal Transit Administration (FTA)- State Planning and Research - Section 5304
  - ◆ Any other Federal or State funds administered by and through the California Department of Transportation, Office of Regional and Community Planning
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This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as RTPA, established under Government Code Section 29532.1 or 29535 and Title 2 Code of Federal Regulations Part 200 (2 CFR Part 200) and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to RTPA by STATE for all these types of funds.

**RECITALS**

- A. These funds may include, without limitation, State RPA, the discretionary grant components of the Federal Consolidated Planning Grant, and any other Federal or State funds administered by and through the Department of Transportation, Office of

## Regional and Community Planning.

Consolidated Planning Grants consist of four federal funding types and sources: (i) FHWA Metropolitan Planning (PL); (ii) FTA Metropolitan Planning (Section 5303), both of which are annually allocated to MPOs; (iii) FHWA State Planning and Research-Partnership Planning (SPR); and (iv) FTA State Planning and Research (Section 5304), the last two of which are discretionary grants awarded through a grant application solicitation process.

The State funds administered by the Office of Regional and Community Planning include but are not limited to: (i) State RPA, (ii) State Highway Account (SHA); and (iii) Road Maintenance and Rehabilitation Account (RMRA) funds.

- B. Upon appropriation of funds and pursuant to Public Utilities Code (PUC) sections 99311 and 99311.1, STATE is required to pass-through Federal and State funds made available for transportation planning purposes to entities qualified to act as recipients of these funds in accordance with the intent of law and policy.
- C. STATE is also required to encumber Federal and State funds made available for planning purposes to entities qualified to act as recipients of these Federal and State funds in accordance with the intent of law and policy.
- D. STATE agrees to notify RTPA annually in writing of the anticipated level of State and Federal Planning funds that may be available to RTPA for each subsequent year's approved Overall Work Program, hereinafter referred to as OWP.
- E. STATE has prepared this MFTA, which hereby, together with the annual OWP and annual Overall Work Program Agreement, hereinafter referred to as the annual OWPA, found in APPENDIX A, set forth the entire terms and conditions under which these funds are to be expended by RTPA for the fiscal year period of that annual OWP and annual OWPA.
- F. The provisions set forth in this MFTA shall only apply to funds administered in whole or in part through this agreement. No provisions of the MFTA shall extend to or govern the use of funds that are not allocated or transferred under this agreement.

## **ARTICLE 1-PROGRAM ADMINISTRATION**

### **Section 1. Overall Work Program and Overall Work Program Agreement**

- A. RTPA agrees to develop and submit an annual draft OWP, in compliance with 23 CFR 420, 23 CFR 450, and FTA Circular 8100.1D, for approval by STATE. This submittal, due no later than each March 1, shall describe RTPA's next fiscal year transportation planning program (fiscal year refers to the State fiscal year of July 1 to June 30).
- B. Each annual OWP and OWPA will expressly adopt and incorporate the terms and

conditions of this MFTA by reference.

- C. RTPA shall be responsible for the complete performance of the work contained in each OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.
- D. RTPA will annually include a signed "Transportation Planning Process Self-Certification" form, and a signed "California Department of Transportation Debarment and Suspension" in each annual OWP as provided in APPENDIX E. If RTPA is awarded FHWA or FTA planning funds, RTPA will also provide a signed FTA "Certifications and Assurances for FTA Assistance" form (refer to Article IV, Section 1), and a signed "Disclosure of Lobbying Activities" form, provided in APPENDIX E.
- E. The annual OWPA is the approved OWP encumbrance document. Disbursement of funds by STATE will occur only after the execution of this MFTA; approval of the annual OWP by STATE; and execution of the annual OWPA. Funds will not be encumbered or reimbursed by STATE to RTPA until the annual OWPA has been executed and the State Budget for that fiscal year has been passed.
- F. No funds of any nature are allocated or encumbered in this MFTA unless included in an adopted and approved OWP by means of an approved and fully executed annual OWPA or OWPA amendment. Costs incurred prior to OWP approval or conditional approval are incurred at RTPA's risk and will not be reimbursed until State approval.
- G. RTPA shall request and obtain from the STATE the final annual allocation amount for RPA funds. RTPA is encouraged to program the full annual allocation amount by means of an approved and fully executed OWP/A amendment, no later than May 1 of each fiscal year. Funds not programmed by RTPA for that fiscal year may lose Obligation Authority (OA) and be subject to State rescission. RTPA will not be able to use the unprogrammed OA prior to submitting a justification to STATE and obtaining approval from STATE.
- H. RTPA agrees to satisfactorily complete all work element tasks, projects, and products as described in each approved annual OWP financed with State or Federal funds and encumbered by STATE via the annual OWPA.
- I. RTPA will identify in sufficient detail to indicate who (e.g., State, RTPA, public transit operator, local government, or consultant) who will complete the activities and products in the OWP work elements, including all work that is to be completed through a third-party contract and funded, in whole or in part, under the terms and conditions of this Agreement.
- J. STATE agrees to pass-through available funds and to reimburse allowable costs incurred in executing the tasks, projects, and products specified in the annually approved OWP funded from State and Federal sources and will be encumbered by STATE.

- K. Only work performed during the term of, and consistent with, the work elements in the OWP may be reimbursed. Reimbursements are based upon the fiscal year, July 1 to June 30. All work performed after the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.
- L. RTPA may incur costs against its approved annual OWP and may submit Requests for Reimbursement with the understanding that STATE is unable to approve any payments for reimbursement until such time as funds are included in that fiscal year's annual State Budget which is passed by the Legislature and signed by the Governor.
- M. RTPA shall use non-federal funds to finance the local share of eligible costs to ensure compliance with all applicable matching requirements for federal funds described in this MFTA and encumbered against the annual OWPA. Credit for local match will be allowed only for work performed during the approved term of each annual OWPA. Third-party "in-kind" contributions are allowed as local match, in accordance with the provisions of 23 CFR 420.119 and 2 CFR 200.306.
- N. RTPA further agrees to ensure that amendments to a previously approved OWP and annual OWPA are adopted by the RTPA Board of Directors and subsequently approved by STATE, prior to initiating any work identified in those amendments; however RTPA is not required to pause work that was previously authorized. Changes requiring amendments generally include adding, deleting, or revising a work element; adding funds to or deleting funds from a work element; incorporating carryover funds; or altering the scope of work. Administrative amendments are not required to be adopted by the RTPA Board of Directors. If a work element or project cannot be completed as originally approved, RTPA will report this in its Quarterly Progress and Expenditure Report and must amend the OWP/annual OWPA accordingly. Amendments to the OWP and annual OWPA must be submitted to STATE and be fully executed no later than May 1 each year. Through administrative amendment, RTPA will notify STATE via mail or electronic mail of administrative OWP changes that do not affect overall funding, scope of work, or project schedule.
- O. RTPA acknowledges and agrees that RTPA is the sole control and manager of the work proposed in the OWP and is solely responsible for complying with the funding and use restrictions established by State and Federal law and this MFTA.
- P. RTPA shall be free to copyright the material developed under work items identified in the OWP provided that STATE and FHWA/FTA, as applicable, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, that work for government purposes.



## **Section 2. Quarterly Progress and Expenditure Reports**

- A. RTPA agrees to submit to STATE, no later than thirty (30) calendar days after the close of each of the first three quarters, Quarterly Progress and Expenditure Reports that include all work elements for transportation planning tasks, projects, and products funded wholly or in part by any of the fund sources listed in the "Recitals" section of this MFTA. RTPA agrees to submit to STATE the Quarterly Progress and Expenditure Report for each fourth quarter no later than sixty (60) calendar days after the close of the quarter. STATE may withhold payment of the final Request for Reimbursement submitted pending the submission of the fourth quarter Quarterly Progress and Expenditure Report.

In accordance with the latest adopted Regional Planning Handbook, Quarterly Progress and Expenditure Reports submitted to STATE will identify all projects by work element number and title and shall contain, at a minimum the following:

- A brief narrative describing work progress, progress in adhering to schedules, and schedule changes;
  - A list of tasks and products completed during the quarter;
  - Percent comparison of actual performance with work element-level goals and deliverables;
  - Status of expenditures by work element, funding source, and type, in a format compatible with the work program, including a comparison of budgeted (approved) amounts and actual costs incurred;
  - Other pertinent supporting information, such as major products, challenges, etc.
- B. STATE reserves the right to deem incomplete any Quarterly Progress and Expenditure Report that does not sufficiently document the above-required information and may withhold payment of Requests for Reimbursement submitted pending the submission of required documentation.

## **ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT**

### **Section 1. Requests for Reimbursement**

- A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:
1. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by RTPA consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount

authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be allowed if based upon actual costs expended and supported by RTPA's accounting system. RTPA must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date but must also have paid those expenses.

2. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred by RTPA. This submission must be consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and include the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be allowed if based upon actual costs incurred and supported by the RTPA accounting system. The RTPA accounting system must adhere to Generally Accepted Accounting Principles. This adherence enables the determination of allowable incurred costs by accruing due to the costs billed to the RTPA and recognized by the RTPA as valid, undisputed, due, and payable.
3. By submitting accrued but unpaid costs for reimbursement, RTPA agrees that within ten (10) working days of receipt of STATE's reimbursement, the full amount of all cost items submitted as reimbursable accrued costs shall be paid to each billing entity. Any reimbursed accrued cost not paid within this ten (10) working day grace period shall accrue interest payable to STATE at the then present interest rate established by the State Treasurer's Pooled Money Investment Account. Interest incurred must be timely remitted to STATE. Reimbursed incurred costs not paid to the billing entities by RTPA within forty-five (45) days of RTPA's receipt of STATE's reimbursement will thereafter be deemed unallowable. All unallowable costs must be immediately remitted to STATE. RTPA agrees to submit a revised Disadvantage Business Enterprises Utilization Report (ADM 3069) as soon as reimbursement occurs.

If RTPA is found, through audit or other means, not to have paid a billing entity its invoiced sums then owed within the ten (10) working day grace period, RTPA must immediately revert to the reimbursement process described in subpart 1 above.

- B. In order to receive reimbursements, RTPA agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B3, a detailed financial management system report from the RTPA accounting system which denotes those

reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.

- C. STATE agrees to make reimbursements to RTPA, in conformance with State and Federal regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B) that includes all required information, as applicable, (conforming to the format in section B) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to RTPA unapproved for correction as soon as errors are discovered.
- D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 2 CFR 200.305.

## **Section 2. Travel and Per Diem Reimbursement**

- A. Payments to RTPA for travel and subsistence (per diem) expenses of RTPA staff and its contractors and subcontractors claimed for reimbursement using funds administered through this Agreement or as local match credit shall not exceed rates authorized to be paid non-state employees under current State Department of Human Resources (CalHR) rules unless written verification is supplied that government hotel rates are not commercially available to RTPA, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process. The requirements of this section shall only apply to direct project costs and do not extend to indirect costs allocated through a federally approved Indirect Cost Rate Proposal.

## **Section 3. Final Request for Reimbursement and OWP Closeout Documentation**

- A. RTPA shall electronically submit an OWP/annual OWPA closeout documentation package and OWP final products to STATE no later than August 31<sup>st</sup> of each fiscal year. The closeout package shall conform to the format provided in APPENDIX C.
- B. The closeout package must be attached to a transmittal letter, typed on RTPA letterhead. Failure to submit these documents by August 31<sup>st</sup> of each fiscal year may result in STATE withholding future apportionments and/or allocations to RTPA. STATE election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE ability to initiate subsequent withholdings.
- C. Upon receipt of the required closeout documentation and OWP final products, STATE will issue a reconciliation letter to RTPA stating the amount of funds available to be carried over to the subsequent year's OWP. RTPA may carry over an amount no greater than 25% of the prior year's RPA allocation. RTPA may amend some or all of these funds

into the OWPA only upon signature of the reconciliation letter by the RTPA executive director or his or her appointee, and submittal of the signed letter to STATE. Any funds that are identified in the reconciliation letter, but not programmed by May 1 each year in which the letter is issued, will be forfeited.

#### **Section 4. Funding Contingencies**

- A. All obligations of STATE under the terms of the MFTA and each annual OWPA are subject to the availability of Federal and State funds, appropriation of resources by the Legislature, and the annual passage of the State Budget. The authorization and obligation of these funds by outside entities may be terminated, limited or otherwise adversely affected by factors which may include, but are not limited to, changes in State or Federal law regarding the encumbrance and reimbursement of the funds provided by each annual OWPA and this MFTA.

### **ARTICLE III - AUDITS AND REPORTS**

#### **Section 1. Cost Principles**

- A. RTPA agrees to comply with Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable.
- B. RTPA agrees, and will require that its contractors, subcontractors, and subrecipients be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (subrecipients shall refer to, 2 CFR Part 200); and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR Part 200. Every sub-recipient receiving project funds as a contractor, subcontractor, or sub-grantee under this MFTA shall comply with Federal administrative procedures in accordance with 2 CFR Part 200.
- C. RTPA agrees and shall require that all of its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

#### **Section 2. Indirect Cost Agreement and Cost Allocation Plan (ICAP)**

- A. Prior to RTPA seeking reimbursement of indirect costs, RTPA must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).

- B. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient cognizant federal agency, as defined in 2 CFR part 200, is USDOT and/or STATE, RTPA agrees and will require subrecipient to comply with section 2A.
- C. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient ICAP is approved by a cognizant federal agency other than USDOT, RTPA agrees and will require subrecipient to submit to STATE a copy of the cognizant agency approval, the approved proposal, plan, subsidiary worksheets, and other relevant data on an annual basis as evidence of the approval.
- D. If a submitted ICAP does not meet the requirements of 2 CFR Part 200, and is determined to be insufficient, STATE will advise RTPA of additional documentation or changes needed to meet Federal and State requirements. RTPA agrees to provide requested documentation or required changes, and if RTPA is non-compliant the submissions may be returned to RTPA if requested documentation is not provided or required changes are not made.
- E. Material audit adjustments will require reimbursement to STATE or adjustment to subsequent years ICAPs if proposals are later found to have included costs that are unallowable as specified by law or regulation, or the terms and conditions of this MFTA.
- F. RTPA agrees and shall require that all its agreements with subrecipients funded in whole or in part with funds administered through this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

### **Section 3. Record Retention/Audits**

- A. RTPA, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. RTPA shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books, records and supporting documents connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection, copying, and audit by representatives of STATE, the California State Auditor, or the Federal Government upon request. Copies will be made and furnished by RTPA upon request at no cost to STATE or its agents. Scanned original documents in electronic form are suitable to meet this requirement.
- B. RTPA shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to

Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- C. For the purpose of determining compliance with Government Code 8546.7, in connection with the performance of RTPA contracts and/or agreements with third parties, RTPA, RTPA sub-recipients, contractors, and subcontractors which are funded in whole or in part with funds administered through this MFTA, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.
- D. Where applicable, RTPA agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Chapter 10 or any successor thereto.
- E. RTPA agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under RTPA single audit prepared in compliance with 2 CFR Part 200, subpart F. RTPA is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.
- F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of RTPA pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.
- G. RTPA agrees to furnish documentation to STATE supporting this requirement that all its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA do contain provisions requiring adherence to this section in its entirety, as applicable.

H. Neither the pendency of a dispute nor its consideration by STATE will excuse RTPA from full and timely performance in accordance with the terms of this MFTA, the OWP, and the annual OWPA.

## **ARTICLE IV - MISCELLANEOUS PROVISIONS**

### **Section 1. Federal Certifications and Assurances**

A. If RTPA receives RPA funds or RPA and CPG funds, RTPA shall comply with the "Transportation Planning Process Self-Certification" requirements in accordance with 23 CFR 450.334 and the Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58) and the successors thereto. This certification is provided annually by FHWA and FTA. It may include, but is not limited to:

- I. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 part 450;
- II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
- III. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1 and 49 CFR Part 21);
- IV. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- V. Section 1101 (b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- VI. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
- VIII. The Older Americans Act, as amended (42 U.S.C. 6101, prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination

based on gender; and

- X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- B. If awarded FTA planning funds, RTPA shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in the *Federal Register*, and found online at <https://www.transit.dot.gov>

The Federal Certification may include, but is not limited to the following areas under "Assurances Required of Each Applicant:"

1. Standard Assurances
2. Standard Assurances: Additional Assurance for Construction Projects
3. Procurement
4. Suspension and Debarment
5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding
6. American Rescue Plan Act Funding

- C. RTPA shall comply with the "California Department of Transportation Debarment and Suspension Certification" as required by U.S. DOT regulations on governmentwide Debarment and Suspension (non-procurement), 49 CFR 29.100.
- D. Copies of these annual Certifications and Assurances shall be included by RTPA in each final OWP.
- E. RTPA shall comply, and shall require its contractors, subcontractors, and subrecipients receiving funds or entering into agreements funded in whole or in part with funds administered through this MFTA to comply, with these Certifications.
- F. RTPA agrees to furnish documentation to STATE to support this requirement that all its agreements with contractors, subrecipients and subcontractors funded in whole or in part with funds administered through this MFTA, do contain provisions requiring adherence to this section in its entirety, as applicable.



## **Section 2. Disadvantaged Business Enterprise (DBE) Requirements**

- A. As mandated by 49 CFR Part 26, RTPA shall require that its contractors, subcontractors, and subrecipients do not discriminate on the basis of race, color, national origin, or sex in the award, administration, and performance of any FHWA/FTA fund-assisted contract or in the administration of RTPA DBE program.
- B. RTPA DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference into this MFTA. Implementation of this program is a legal obligation and any failure by RTPA to adhere to its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq. and 49 CFR Part 26.13(a).
- C. As required by 49 CFR part 26, the contract language in APPENDIX D relating to DBE requirements must be incorporated into all contracts funded in whole or in part with federal funds authorized in this Agreement.

## **Section 3. Non-Discrimination Clause**

- A. In the performance of work undertaken pursuant to this MFTA, the RTPA and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall the discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. . RTPA shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. RTPA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Section 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.

- C. RTPA shall permit access by representatives of the Civil Rights Department and STATE upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or STATE shall require to ascertain compliance with this clause.
- D. RTPA and RTPA's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- E. RTPA shall include the non-discrimination and compliance provisions hereof in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include a nondiscrimination and compliance provisions of this clause in all contracts and subcontracts the enter into to perform work under this MFTA.
- F. RTPA shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term "Contractor" appears therein, it shall mean RTPA.

#### **Section 4. Federal Lobbying Activities Certification**

- A. RTPA certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of RTPA, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a State or Federal contract, grant, loan, or cooperative agreement, RTPA shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with those form instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was entered into. Submission of this certification

is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- D. RTPA also agrees by signing this MFTA that RTPA shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by any fund sources listed on Page 1 of this MFTA and which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## **ARTICLE V - GENERAL PROVISIONS**

### **Section 1. Contract Award**

- A. RTPA, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be bid and awarded in accordance with 2 CFR Part 200, and consistent with Local Assistance Procedure Manual, Chapter 10, or successors thereto as applicable. The requirements of this section apply to direct project costs and shall not apply to contracts included in RTPA's federally approved Indirect Cost Rate Proposals, if applicable.

### **Section 2. Contract Amendment**

- A. No amendments to the terms of this MFTA, any OWP or any annual OWPA shall be valid unless made in writing and signed by the individuals legally authorized to contractually bind the parties hereto. Each party agrees that it has had or will have the opportunity to seek review by and approval from its legal counsel of the original documents and any proposed alteration or variation. No oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto. For the purposes of this MFTA, the Chief of the Office of Regional and Community Planning, Division of Transportation Planning, shall be the Contract Administrator for STATE.

### **Section 3. Adjudication of Disputes by Way of Administrative Proceedings**

- A. STATE hereby sets up an Administrative Procedure for adjudication of disputes that may arise when administering the program as defined by the terms and conditions of this Agreement.

RTPA agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, RTPA shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this Agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the RTPA. The RTPA shall have an opportunity to challenge the DC PLANNING determination but must

make that challenge in writing, within ten (10) working days to the STATE Contract Officer or his/her designee. If the challenge is not made by RTPA within the ten (10) day period, the DC PLANNING decision shall become the final decision of the STATE. If such a challenge is made, The DC PLANNING and RTPA shall submit written, factual information and data in support of their respective positions to STATE Contract Officer within a timeframe established by the RTPA at the time of challenge. The decision of the STATE Contract Officer or his/her designee shall be final, conclusive and binding regarding the dispute, unless RTPA commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### **Section 4. Intercept Clause**

- A. Costs for which RTPA receives reimbursement payment or credit that are determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under 2 CFR, part 200; or 48 CFR, Chapter 1, Part 31 are to be repaid to STATE by RTPA within thirty (30) days of RTPA receiving notice of audit findings. Should RTPA fail to reimburse moneys due STATE within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due to RTPA from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

#### **Section 5. Parties of Agreement**

- A. This MFTA, OWP, annual OWPA, and any related agreements are solely between the named parties thereto and no express or implied benefit to entities or individuals not a party thereto is intended or to be inferred. There are no third-party beneficiaries to or of this MFTA or any OWP, or annual OWPA or any other agreement pertaining hereto.

#### **Section 6. Hold Harmless and Indemnification Clause**

- A. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by RTPA, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority or jurisdiction conferred upon RTPA under this MFTA and/or each annual OWPA. It is understood and agreed that, pursuant to Government Code section 895.4, RTPA shall fully defend, indemnify and hold harmless STATE and its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by RTPA, its officers, employees, agents contractors, subrecipients or subcontractors under this MFTA and each annual OWPA.

- B. Neither RTPA nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority, or jurisdiction conferred upon to STATE under this MFTA. It is understood and agreed that pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and hold harmless RTPA, its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its officers, employees, agents contractors, subrecipients or subcontractors under this MFTA.

### **Section 7. Default**

- A. In the event that RTPA (a) fails to comply with applicable Federal and State laws and regulations; (b) fails to timely proceed with OWP in accordance with the MFTA or OWPA; or (c) otherwise materially violates the terms and conditions of this MFTA and/or OWPA, STATE reserves the right to terminate all funding for that OWP, or a portion thereof. Any such termination shall be accomplished by delivery to RTPA of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt specifying the reason for the termination, the extent to which funding of work under this MFTA is terminated and the date upon which such termination becomes effective. During the period before the termination date becomes effective, RTPA and STATE shall meet to try to resolve any dispute. No such termination shall become effective if: (a) during the process described in Article V, Section 3, the termination is stayed, (b) within the thirty (30) day period after receipt of the Notice of Termination, RTPA either cures the default, or (c) if that default is not reasonably susceptible to cure within said thirty (30) day period, STATE approves a RTPA plan and RTPA thereafter diligently completes the cure in a manner and timeline acceptable to STATE.
- B. If STATE terminates funding for OWP pursuant to the above paragraph A, STATE shall pay RTPA the sum due RTPA under the annual OWPA for eligible work performed prior to termination.

### **Section 8. Termination**

- B. This MFTA shall remain in full force and effect until the termination date stated on Page 1 of this MFTA, unless superseded or terminated in conformance with Section 7 of this Article. All indemnification, document retention, audit, claims, and legal challenge articles will remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.

STATE OF CALIFORNIA  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Contract Officer

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

**Lassen County Transportation Commission**

By: \_\_\_\_\_  
Executive Director

Date: October 4, 2024

By: \_\_\_\_\_  
Attorney

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

APPENDICES

- A Overall Work Program Agreement
- B RPA Request for Reimbursement
- B2 Request for Reimbursement Support Documentation
- C Certification of Expenditure
- D DBE Contract Language (required)
- D2 DBE Semi-Annual Report
- D3 DBE Awards and Commitments
- D4 DBE Utilization Report
- D5 DBE Good Faith Efforts Documentation
- E Certifications and Assurances
- F Board Resolution



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600  
SACRAMENTO, CA 95814

P.O. Box 1028  
SUSANVILLE, CA 96130


John L. Clerici, Executive Secretary

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Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 1.42**

Date: October 30, 2024

From: John L Clerici, Executive Secretary 

Subject: Fiscal Year 2024/25 Overall Work Program and Budget Amendment #1

**REQUESTED ACTION**

**BY MOTION: Adopt Resolution 24-7 approving Amendment #1 to the Fiscal Year 2024/25 Overall Work Program and Budget.**

**PAST ACTION & DISCUSSION**

At your May 13, 2024, Regular Meeting you approved the FY24/25 Overall Work Program and Budget (OWP) for the Lassen County Transportation Commission. The OWP was subsequently received and approved by Caltrans and notification of such was sent to the Executive Secretary by email on June 27, 2024.

Since then, there have been several developments that require this mid-year amendment to the FY 24/25 OWP. The changes include:

*Rural Planning Assistance Carryover Funds*

In any given fiscal year, the LCTC receives \$230,000 in RPA funds. This funding allows LCTC staff to perform many of the critical tasks described in the OWP. Most of these tasks are focused on regional transportation planning and the maintenance of the Regional Transportation Plan. In most years the funds are expended completely. Occasionally they are not, and there is a formula for returning a portion of the unused RPA funds as carryover to the next FY. These funds can be used to augment existing OWP activities or be used to initiate new work not anticipated when the OWP was originally developed. For this fiscal year we will be spreading the RPA carryover (\$6104) to existing OWP work elements. They include:

- WE 601A Planning – The additional funds will be used to support our work to evaluate the Volcanic Scenic Byway

*Other OWP Edits*

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There are other minor edits to the OWP to address grammatical and typing errors, small adjustments to deliverable dates, small adjustments to individual work element budgets to address unanticipated changes in the cost of some services (Commission Counsel and Commission E&O insurance) and generally to clean up the document. These include:

- Moved \$1,278.21 PPM funds from WE603 to WE100 Admin to cover insurance shortfall
- Moved \$5,000 LFT funds from WE100 legal to WE604 Richardson to cover prior city/county fiscal audit reports
- Moved \$2,000 from GIS Consultant to LCTC Staff

The revised budget (with changes) and the revised Work Element pages are provided with this report. A fully revised OWP with accompanying resolution (24-7) and other documentation will be forwarded to Caltrans D2 staff.

## **ALTERNATIVES**

Provide direction to staff.

Attachments (2)



LASSEN COUNTY TRANSPORTATION COMMISSION  
Resolution 24-7  
Amendment #1 (Formal) to the Fiscal Year 2024/25 Overall Work Program and Budget

WHEREAS, the Lassen County Transportation Commission (LCTC) is the designated regional transportation planning agency for the Lassen County region, and an eligible recipient for transportation planning funds administered by the California Department of Transportation (Caltrans); and,

WHEREAS, the LCTC previously adopted a Fiscal Year 2024/25 Overall Work Program (OWP) on May 13, 2024; and,

WHEREAS, on occasion it is necessary to amend the OWP to address changes in project scope for work elements within the OWP and or budget; and,

WHEREAS, the LCTC received notice from Caltrans that they were to receive \$6,104 of Rural Planning Assistance carry-over funds from the FY 23/24 OWP; and,

WHEREAS, LCTC has received revised quotes for Commission Errors and Omissions and the Commission Counsel; and,

WHEREAS, other budget and schedule adjustments within the OWP are necessary to efficiently apply LCTC resources to the tasks within the OWP.

NOW, THEREFORE, BE IT RESOLVED by the Lassen County Transportation Commission hereby adopts Amendment #1 to the Fiscal Year 2024/25 Overall Work Program and Budget.

The foregoing resolution was passed and adopted at the November 4, 2024 meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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Aaron Albaugh  
Chair, Lassen County Transportation Commission

The foregoing instrument is a correct copy of the original on file in the office of the Executive Secretary of the Lassen County Transportation Commission.

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John Clerici, Executive Secretary

November 4, 2024

**Lassen County Transportation Commission**

**Fiscal Year 2024/25 Budget - Amendment #1**

Work Element Name	WORK ELEMENT NUMBER										Total
	100	601			602	603	604	605	606	707	
	Administration & Implementation of the OWP	Regional Transportation Planning			Programming	Community Engagement-Outreach-Interagency Coordination	Transportation Development Act	TRCP & ZETCP Admin	Lassen GIS Plan	US 395 Wildlife Crossing	
	A. General Transportation Planning	B. Active Transportation Planning	C. Transit Planning								
<b>Expenditures</b>											
Professional Services - Consultant Executive Secretary and Staff	\$ 15,000	\$ 172,104	\$ 8,000	\$ 19,000	\$ 70,500	\$ 34,722	\$ 60,000	\$ 10,000	\$ 10,000	\$ 88,000	\$ 487,326
Professional Services - Legal Counsel	\$ 10,000										\$ 10,000
Professional Services - Independent Audits							\$ 70,000				\$ 70,000
Professional Services - GIS Plan Professional Service - Wildlife Crossing									\$ 136,650		\$ 136,650
Professional Services - Scenic Byway		\$ 5,000								\$ 1,700,000	\$ 1,700,000
PERS Payback*	\$ 81,783										\$ 81,783
Memberships						\$ 4,000					\$ 4,000
Insurance	\$ 4,678										\$ 4,678
Training / Conferences	\$ 500				\$ 1,500						\$ 2,000
Lassen County Overhead	\$ 2,000										\$ 2,000
<b>Total Expenditures</b>	<b>\$ 113,961</b>	<b>\$ 177,104</b>	<b>\$ 8,000</b>	<b>\$ 19,000</b>	<b>\$ 72,000</b>	<b>\$ 38,722</b>	<b>\$ 130,000</b>	<b>\$ 10,000</b>	<b>\$ 146,650</b>	<b>\$ 1,788,000</b>	<b>\$ 2,503,437</b>
<b>Revenues</b>											
Rural Planning Assistance (FY 24/25 RPA)		\$ 151,000	\$ 8,000	\$ 19,000	\$ 52,000						\$ 230,000
Rural Planning Assistance (carryover from FY 23/24\ RPA)		\$ 6,104									\$ 6,104
Local Transportation Fund (LTF)	\$ 30,900						\$ 130,000				\$ 160,900
PPM Funds	\$ 1,278	\$ 20,000			\$ 20,000	\$ 38,722					\$ 80,000
LTF Carryover: PERS Payback*	\$ 81,783										\$ 81,783
FY 23-24 FTA 5304 Grant									\$ 129,829		\$ 129,829
GIS Local Match - from Lassen Co									\$ 16,821		\$ 16,821
SB 125								\$ 10,000			\$ 10,000
Wildlife Conservation Grant										\$ 1,788,000	\$ 1,788,000
<b>Total Revenues</b>	<b>\$ 113,961</b>	<b>\$ 177,104</b>	<b>\$ 8,000</b>	<b>\$ 19,000</b>	<b>\$ 72,000</b>	<b>\$ 38,722</b>	<b>\$ 130,000</b>	<b>\$ 10,000</b>	<b>\$ 146,650</b>	<b>\$ 1,788,000</b>	<b>\$ 2,503,437</b>



**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600  
SACRAMENTO, CA 95814

P.O. Box 1028  
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

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Staff Report

Date: October 30, 2024 **AGENDA ITEM 4.11**

To: Lassen County Transportation Commission

From: DeeAnne Gillick, General Counsel

Subject: Lassen County Transportation Commission Staffing Services Discussion and Direction

**REQUESTED ACTION**

**Consider and discuss staffing options and provide direction to General Counsel to secure future staffing services to the Commission.**

**BACKGROUND**

After a competitive request for proposals process, on April 13, 2020, the Commission approved a Staffing Services Agreement with John Clerici Consulting with assistance from Steve Borroum and LSC Transportation Consultants to provide staffing services to the Commission. The initial three-year agreement extended through June 30, 2023. On March 13, 2023, the Commission exercised the option to extend the agreement for two additional years through June 30, 2025. As the existing Clerici Staffing Services Agreement will soon expire, the Commission is asked to provide direction to staff and General Counsel to secure future staffing services to meet the Commission needs.

**DISCUSSION**

Historically, the Commission received staffing services support from the County of Lassen. In 2017, the Commission pursued a competitive bidding request for proposals for staffing services to be provided by an independent consultant. In 2020 pursuant to a competitive request for proposals the Commission approved the current Staffing Services Agreement with John Clerici to serve as Executive Secretary to the Commission with associated consulting services. As the existing agreement with Clerici Consulting will expire on June 30, 2025, the Commission must consider and provide direction on meeting its future staffing needs.

The Commission is a separate legal entity from the County of Lassen and the City of Susanville. The Commission has the statutory authority to “employ staff, enter into contracts, and conduct other activities necessary to fulfill its responsibilities as a regional transportation planning agency and local transportation commission.” Gov. Code § 29535. The Commission may hire staff or enter into contracts to fulfil its statutory mandates.

Options for future Commission staffing services include the following:

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1. Amend the existing Staffing Services Agreement with Clerici Consulting for continued staffing services. John Clerici and his staffing team which includes Steve Borroum and LSC Transportation Consultants are willing to continue to serve as Commission staff for a proposed additional three year period. The proposal is to extend the term and not to exceed the amount of the existing Staffing Services Agreement. Reasonable hourly rate increases not to exceed 3% yearly would be allowed consistent with the original proposal. If direction is provided by the Commission to extend the existing Staffing Services Agreement, General Counsel will bring an agreement amendment to the Commission for consideration and approval.

Clerici Consulting currently provides all staffing for the Commission and consistent with the Staffing Services Agreement Scope of Services including serving as Executive Secretary and Clerk to the Commission; preparing all Commission documents and meeting materials; managing all administrative and fiscal matters; serving as the liaison with all local public agencies, Caltrans, the California Transportation Commission, and federal agencies; preparing and implementing the Overall Work Program; and pursuing and implementing grant and other funding and related projects.

2. Issue a new Request for Proposal for an Agreement with a consultant for staffing services. This would continue the staffing model of entering into a consulting agreement with an independent contractor to perform the staffing functions pursuant to a new request for proposals (RFP) competitive bidding procedure. General Counsel would prepare and issue an RFP and provide responsive proposals to the Commission to consider at a Commission meeting in early 2025 with final selection and contract approval prior to June 30, 2025.
3. Establish and hire a part-time Commission Employee. The Commission could consider establishing a part-time employee position that is a direct employee of the Commission, with limited benefits and no retirement benefits. Minimal California benefits require sick time accrual and compliance with the Affordable Care Act mandates. The employee could be paid on an hourly rate for time submitted or receive a part-time salary to perform the job duties and responsibilities. This is the model of some smaller public agencies with limited staffing needs but there will be costs and expenses related to establishing and managing an employee of the Commission.
4. Consider the prior staffing model with a City or County employee serving as Commission staff. An agreement could be considered with the City of Susanville or the County of Lassen for the Commission to reimburse all employee associated costs. By contract with the Commission the Executive Secretary would be a City or County employee while serving as the Executive Secretary of the Commission, and the Commission would fully reimburse the City or County for all salary and benefits associated with the Executive Secretary's employment. This is the approach followed prior to 2017. It is unknown if the County or City is willing or able to accommodate this staffing model.

It is recommended that the Commission consider the potential future staffing options for Executive Secretary and other staffing services and provide direction to General Counsel to prepare a contract or other documents for future consideration and approval by the Commission.

Submitted by:

DeeAnne Gillick

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**LASSEN COUNTY TRANSPORTATION COMMISSION**  
REGIONAL TRANSPORTATION PLANING AGENCY

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SACRAMENTO, CA 95814

P.O. Box 1028  
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

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Staff Report

To: Lassen County Transportation Commission

**AGENDA ITEM 4.12**

Date: October 30, 2024

From: John L Clerici, Executive Secretary

A handwritten signature in blue ink, appearing to read "John L. Clerici", is placed over the printed name in the "From:" field.

Subject: Recommendation to Cancel December 2024 Regular Meeting of the LCTC

**REQUESTED ACTION**

**BY MOTION: Direct staff to cancel December 2024 Regular Meeting of the Lassen County Transportation Commission**

**DISCUSSION**

At your June 10, 2024, Regular Meeting you approved the Schedule of Meetings for FY24/25 for the Lassen County Transportation Commission. At that time the Commission directed staff to move the proposed October 21, 2024 meeting to November 4. The approved schedule of meetings also contained a meeting for December 9, 2024.

After consideration of potential agenda items for the December meeting, and in consultation with Lassen Transit Services Agency, and the City of Susanville and Lassen County, it has been determined that the December meeting is no longer necessary.

Staff therefore recommends that the December 9, 2024, meeting be cancelled, and that the Commission reconvene on January 13, 2025 for their Regular Meeting.

**ALTERNATIVES**

Provide direction to staff.

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