WEDNESDAY
SEPTEMBER 21, 2022
10:00 A.M.

This meeting will be open to in-person attendance and available to the public via teleconference. The public may observe and provide public comments by using the Teams options below:

By Phone: 1-323-892-2486
Access Code: 210 963 546#

By PC: https://tinyurl.com/SCTC-9-21-22

In compliance with Section 202 of the Americans with Disabilities Act of 1990, and in compliance with the Ralph M. Brown Act, anyone requiring reasonable accommodation to participate in the meeting, including auxiliary aids or services, should contact the SCTC office at (530) 289-3201 at least 72 hours in advance of the meeting.

AGENDA

Matters under the jurisdiction of the Commission, and whether or not on the posted agenda, may be addressed by the general public during the Public Comment Opportunity time. No action may be taken, or substantive discussion pursued on matters not on the posted agenda.

1. Call to Order and Roll Call and Introductions - 10:00 A.M.

2. Pledge of Allegiance

3. Approval of Agenda

4. Approval of Minutes of April 13, 2022, and May 18, 2022

5. Announcements

6. Public Comment Opportunity

7. Transit Issues
   A. Discussion and report on status of Transit Fund and Transit Services within County.

8. Overall Work Program
   A. Report on status of the Overall Work Program Budget for the current fiscal year.
9. Planning, Programming and Monitoring
   B. Approve agreement for professional services with MGE Engineering for transportation PPM services for fiscal year 2022.

10. Audits
    A. Report and approval of the Sierra County Transportation Commission Triennial Audit.

11. CALTRANS Report and Other Transportation Discussion/Direction Items and Updates
    A. Caltrans Report
    B. Project Updates
    C. Other Transportation Issues

12. Schedule Next Meeting

13. Adjourn
The meeting was called to order at 10:03 a.m. by Chair Sharon Dryden.

Roll Call

Commissioners Present: Huebner; Roen; Gerow; Cueto; Riede; Dryden

Commissioners Absent: Markum

A Quorum was established.

Staff Present: Miriam Dines, Executive Secretary; Bryan Davey, Transportation Planner; Tim Beals, Executive Director; David Prentice, Sierra County Counsel

Also in attendance – Sandra Loving, President, Golden Rays Senior Citizens; Joyce White, Transit Coordinator, Golden Rays; Kathy Williams, Transit Driver, Golden Rays; Gloria Shelton, Transit Coordinator, Incorporated Senior Citizens; Gary Arnold, Branch Chief, Caltrans District 3

Introductions were made.

2. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Roen

3. **APPROVAL OF AGENDA:**

   Mr. Beals recommended amending the agenda to include discussion of the Caltrans Fuel Reductions Project under Item 9A, Caltrans Report.

   **Commission Action:** Commissioner Roen moved to approve the agenda as amended; seconded by Commissioner Riede. Motion was carried unanimously by roll call.

4. **APPROVAL OF MINUTES:**

   **Commission Action:** Commissioner Roen moved to approve the minutes of February 16, 2022; seconded by Commissioner Riede. Motion was carried by roll call.
5. **ANNOUNCEMENTS:** Miriam Dines briefly discussed the need to schedule the Social Services Transportation Advisory Council meeting and that she would be contacting members in the upcoming week.

6. **PUBLIC COMMENT:** No public comment was given.

7. **TRANSIT ISSUES**

   Mr. Davey reviewed the previous action taken on estimated apportionments for the next fiscal year, and stated that since the February 16, 2022 meeting SCTC has been notified that there has been an increase on the FTA 5311 Grant in the amount of $28,800 representing 2 different fiscal years, 21-22 and 22-23, in the amount of $14,400 each, and therefore is recommending that transit allocation for the next year be increased. Mr. Davey recommended that the allocation be increased from $130,000 to $160,000 for Fiscal Year 23.

   **Commission Action:** Commissioner Roen moved to accept the recommendation and authorize an increase to $160,000 for the operations of the transit program for the next fiscal year; seconded by Commissioner Cueto. Motion was carried unanimously by roll call.

   Mr. Davey discussed the Transit Funding Spreadsheet reporting that year to date $49,286.34 in Local Transportation Funds (LTF) have been received, and State Transit Assistance (STA) and State of Good Repair (SGR) are coming as projected from the State Controller. The purchase of 2 new vehicles in the next fiscal year is online and the capital funds are available; in addition, the Federal Transit Administration (FTA) is offering a FTA 5339 Grant which is funding toward capital assets.

   Sandra Loving, President of Golden Rays, provides a report regarding the last 2 years of transit activities, stating that the Golden Rays desperately want the vans to keep running and qualifying that most of the trips are medical appointments and then the riders do their shopping on the same trip. She explained that one of the biggest challenges is finding and retaining drivers. She introduced Joyce White as the transit overseer and Kathy Williams as the van coordinator.

   Gloria Shelton, Transit Coordinator for the Incorporated Senior Citizens states that they are having to turn clients away as they are totally booked. They are sending out drivers 2 to 3 times a day. Many clients are trying to coordinate appointments. They are also wondering when they will receive new vans, stating that the bus is broken again. She also inquired as to expansion of service.

   Mr. Davey explained that expansion of service would be a “process” and that currently the program that is in place is able to support what we currently do. From a capital funding standpoint, we are not able to purchase additional vehicles. There is not sufficient funding to support increased operations.

   Mr. Davey explained the consolidated grant application for Federal Transit Administration 5311 Transit Grant Funding (for operations) and/or Section 5339 (which is for vehicle replacement) explaining that the FTA is trying to consolidate for efficiency the steps related to obtaining the funding.

   **Commissioner Roen moved to adopt a resolution approving the consolidated grant application for Section 5311 Transit Grant funding (operations) and/or Section 5339 (vehicle replacement and authorizing Executive Director to execute application and related documentation and authorizing County Counsel to execute related Certifications and Assurances; seconded by Commissioner Huebner. Motion was carried unanimously by roll call.**
8. OVERALL WORK PROGRAM

Mr. Davey reported that 2 invoices have been submitted to Caltrans for the current fiscal year. He also reported that the issue around the Indirect Cost Plan is still open and that he will continue to pursue that issue. The Overall Work Program for Fiscal Year 22-23 (draft) was submitted to Caltrans and a comment letter was received on Monday (April 11, 2022) and therefore was distributed to the Commission in hard copy as it arrived after issuance of the agenda.

Mr. Beals initiated discussion with Mr. Arnold regarding the indirect cost issue and the delay in getting an acceptable solution. Mr. Arnold responded that it has been examined from every angle and it comes to the 3 options as listed in the response letter to the OWP which are:

- Invoicing for Direct Costs only
- Applying for the De Minimis Rate
- SCTC prepares an Indirect Cost Allocation Plan (ICAP) that names SCTC as the submitting party, rather than Sierra County.

Mr. Davey indicated that he would speak to the County Auditor and propose to prepare an identical ICAP under the letterhead of the Sierra County Transportation Commission and submit that, thinking that it is the only viable option.

Mr. Davey addressed the concerns outlined in Caltrans response letter and thinks that we’ll likely be able to address them, although some of the listed concerns do not make sense and will need to be discussed with Caltrans. There is a standing meeting with Gary Arnold (Caltrans) on Fridays and the letter will be discussed and hopefully addressed.

Commissioner Dryden questioned how GreenDot is involved in this situation, realizing that this is referring to the draft OWP for the next fiscal year. Mr. Davey explained GreenDot is involved in the draft OWP and that receiving a comment letter from Caltrans is normal, although the Indirect Cost Rate issue is a new and separate issue from the regular comments received. The ICAP issue has a domino effect in that it prevented us from closing out our certification of expenditures from last year and we won’t be able to certify for the current year until that is resolved. Caltrans has indicated that next year we will fail if this is not resolved. The Indirect Cost Rate Plan was utilized successfully for approximately 50 years until 2 years ago.

Mr. Beals questioned Gary Arnold again regarding the ICAP, asking what weight was given in the Indirect Cost Plan to the fact that there is a Memorandum of Understanding between the SCTC and Sierra County outlining the expectation of services? Mr. Arnold answered that the oversight office couldn’t budge, and they treated the MOU as immaterial.

Commissioner Dryden raised the question regarding the conceptual OWP Boot Camp and Mr. Arnold reported that it is a lost opportunity due to staffing issues, and that they are approaching the same subject matter in other ways, including the weekly meeting in which he brings subject matter experts. It was noted that GreenDot is involved in those meetings.

Mr. Davey explained the proposed budget amendment #1 to address the carryover from the 21/22 Fiscal Year and incorporated it into the current budget.

**Commissioner Roen moved to adopt a resolution approving budget amendment number 1 to move carryover from the 21-21 Fiscal Year into the budget for the current fiscal year; seconded by Commissioner Huebner. Motion was carried unanimously by roll call.**
Mr. Arnold noted the annual coordination meeting with Caltrans is scheduled for April 28, 2022. Commissioners Riede, Huebner, and Dryden will participate. The meeting will be at 1:00 p.m. in Downieville (or call in).

Mr. Arnold reported on the Wildfire reduction contract stating that bidding has occurred, and that one contract is awardable. He stated that there is a “Listening Post” for the project today at 3:00 p.m. He is not sure he’ll be able to attend but is hoping to get a complete update. They are looking for an award date of approximately May 1, 2022 and he wants to follow up on some of the questions that were raised by SCTC as to how acreage was calculated.

Mr. Beals stated that it was Sierra County’s intent to have the County Forester attend but there wasn’t much lead time for any representatives of the County to plan to participate. His question is What exactly is Caltrans intending to accomplish with this contract as it pertains to Highway 49? What is the goal of the project?

Commissioner Roen spoke regarding what he has learned regarding the project. Apparently, the scope of work is 4” DBH (Diameter Breast Height) or less. Also, due to lack of agency coordination some of the work will not be allowed to be performed on federal lands. The DBH restriction and the federal lands impact will net not much of a project. He understood that the last project of this sort removed 1,200 trees at the cost of $5,000,000. He stated that there is only one watershed left unscathed in the Sierra, the only green forest that is still standing, and this project should rise to a higher, better level of coordination.

Commissioner Dryden noted that one of the important purposes of the SCTC is transparency and getting this information so that it is available to the public is important, so there is a call for improved communication.

Mr. Arnold presented a report on Caltrans projects within Sierra County including:

- 1.5 South of Ramshorn on State Route 49, into Nevada County – permanent embankment restoration by reconstruction the existing lane adjacent to river as a side hill viaduct – Completed 12/21/21
- Rehabilitation on Interstate 80 in Nevada and Sierra Counties from 1.9 east of Farad Undercrossing to the Sierra County Line and from 1.3 miles of the Nevada County Line to the Nevada State Lane – Spring 2022 to Fall 2023
- State Route 89 .4 miles south of Sagehen to.2 miles south of Henness Pass, repair wildlife fence damage, rock slope protections, pave inside wildlife crossing Winter 2022 to Winter 2023
- Route 89 from County line to .2 miles north of Junction of Route 49, Pavement rehabilitation, bridge rail replacement, drainage, proactive safety, and add complete streets features – TBD

Mr. Beals had questions on the work around the Little Truckee Bridge and wanted to confirm what bridge it is, noting that the bridge at Bickford Meadows created some significant issues around flooding and wildlife issues, including the fact that deer can’t navigate rip-rap (rock slope protection – which is causing fatalities) and the river was constricted and the river channel is dropping, and the constriction of the river created an increased flow causing the head cutting in 2017. Mr. Arnold said that the Project Initiation Document is in development, and this can be discussed during the coordination meeting.
Commissioner Roen raised the subject of the Perry Creek Bridge, or box culvert, reiterating the ongoing problems with accidents on that facility. Mr. Beals also questioned what Caltrans’ response has had to recent published flood plain maps from FEMA that show significant increases in volume of water coming through Loyalton and all the way to Sierraville. He stated that it would be helpful to have Caltrans review of the mapping to help make the point that the FEMA Maps are excessive. Gary Arnold stated that he would contact the hydraulics team with regard to specifics on this issue.

Darlene Riede reported that the City of Loyalton is replacing all the streetlights with LEDs, hoping to cut costs so that savings can begin in order to address street repairs.

10. **SCHEDULE NEXT MEETING**

   The next meeting is scheduled for May 18, 2022 at Sierraville School and it was noted that the Unmet Transit Needs hearing is that day.

13. **ADJOURNMENT**

   Chairman Dryden adjourned the meeting at 11:19 a.m.

_Suzanne Smith, Executive Secretary_
1. **CALL TO ORDER AND ROLL CALL:**

The meeting was called to order at 10:00 a.m. by Chair Sharon Dryden.

**Roll Call**

Commissioners Present: Huebner; Gerow; Cueto; LeBlanc (for Roen); Dryden

Commissioners Absent: Markum; Riede; Roen

A Quorum was established.

Staff Present: Miriam Dines, Executive Secretary (Remote); Bryan Davey, Transportation Planner (Remote); Tim Beals, Executive Director; Corri Jimenez, Planner, Sierra County Planning Department

Also in attendance – Sandra Loving, President, Golden Rays Senior Citizens; Joyce White, Transit Coordinator, Golden Rays; Kathy Williams, Transit Driver, Golden Rays; Carolyn Widman, Executive Director, Incorporated Senior Citizens; Matthew Cadrett, Transportation Planner, Caltrans District 3

Introductions were made.

2. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Huebner.

3. **APPROVAL OF AGENDA:**

Commission Action: Commissioner Cueto moved to approve the agenda; seconded by Commissioner Huebner. Motion was carried unanimously by roll call.

4. **APPROVAL OF MINUTES:**

Commissioner Huebner requested that the minutes be tabled until the next meeting due to the late arrival of his packet.

5. **ANNOUNCEMENTS:** No announcements were made.
6. **PUBLIC COMMENT:** No public comment was given.

7. **TRANSIT ISSUES**

Bryan Davey reported that total Local Transportation Funds (LTF-1/4% sales tax) received to date this current fiscal year is $55,070.78 which is consistent with expectations.

Mr. Davey reported on the meeting of the Social Services Transportation Advisory Council, that the meeting was productive, and that progress was made during the meeting. Carolyn Widman commented that there have not been many changes, except for the extreme fuel price challenge. The SSTAC adopted definitions of unmet transit needs and those that are reasonable to meet for consideration of the Transportation Commission which are reflected in the minutes of the SSTAC.

Chairman Dryden opened the Unmet Transit Needs hearing at 10:10 a.m. With no public testimony, the hearing was closed at 10:11 a.m.

Mr. Davey presented the definition of “unmet needs” and those needs that are “reasonable to meet” as recommended by the SSTA and noted a correction to the draft resolution to correct the amount available under paragraph b) of the “reasonable to meet” definition to $160,000.

**Commission Action:** Commissioner Huebner moved to adopt resolution establishing the definition of those transit needs that are reasonable to meet during fiscal year 2022/2023 as corrected; seconded by Commissioner Cueto. Motion was carried unanimously by roll call.

The Transit Operations Budget for 22-23 was presented. In a brief discussion it was noted how vital the transit services are, and Carolyn Widman pointed out that the people most severely impacted by the fuel prices are the people on fixed income.

**Commission Action:** Commissioner Huebner moved to adopt a resolution approving the transit operation budget for FY 23 as presented; seconded by Commissioner Cueto. Motion was carried unanimously by roll call.

8. **OVERALL WORK PROGRAM**

Mr. Davey reported that there have been several additional meetings with Caltrans regarding the Indirect Cost Allocation Plan (ICAP) which hopefully leads to a problem solution. He reported that it remains to prepare and submit 3rd and 4th quarter invoices for the OWP and will be working on that as soon as it is clear that the ICAP issue is resolved.

Mr. Davey also discussed the Fiscal Year 22-23 Overall Work Program explaining that after submitting the draft comments from Caltrans were received and responses incorporated to the draft OWP.

**Commission Action:** Commissioner Huebner moved to adopt a resolution approving the OWP FY 2022/2023 and approving the OWP Agreement as well as Certifications and Assurances as presented; seconded by Commissioner Cueto. Motion was carried unanimously by roll call vote.

Mr. Davey explained that a revised budget with corrections required by Caltrans has been provided and replaces the budget provided in the packet.
Commission Action: Commissioner Huebner moved to adopt a resolution approving the Sierra County Transportation Commission Budget FY 2022/2023; seconded by Commissioner Cueto. Motion was carried unanimously by roll call vote.

9. REGIONAL SURFACE TRANSPORTATION PROGRAM

Mr. Davey explained that the Regional Surface Transportation Program funds (Federal Apportionment Exchange Program Funding) are the funds with which the speed feedback signs have been installed. The funds can be utilized toward other projects, and a decision on how to expend the funds does not need to be made at this time.

Commission Action: Commissioner Huebner moved to adopt a resolution approving the agreement for Federal Apportionment Exchange Program Funding; seconded by Commissioner Cueto. Motion was carried unanimously by roll call.

10. AUDITS

Mr. Davey presented the Sierra County Transportation Commission Financial Statements along with the Independent Auditor’s Report for the year ending June 30, 2021 and well as the Sierra County Transit Fund Financial Statements together with Independent Auditors Report for the year ending June 30, 2021. He explained that there had been no audit exceptions. The following commission action was taken:

Commission Action: Commissioner Cueto moved to approve the Sierra County Transit Fund Financial Statements together with Independent Auditors Report for the year ending June 30, 2021 as presented; seconded by Commissioner Huebner. Motion was carried unanimously by roll call.

And

Commission Action: Commissioner Huebner moved to approve the Sierra County Transportation Commission Financial Statements along with the Independent Auditor’s Report for the year ending June 30, 2021 as presented; seconded by Commissioner Cueto. Motion was carried unanimously by roll call.

11. CALTRANS REPORT AND OTHER TRANSPORTATION DISCUSSION/DIRECTION ITEMS AND UPDATES

Matthew Cadrett, Caltrans Planner, stated that he is the Interim Liaison. The following issues were recognized as ongoing and discussed briefly:

The Little Truckee River Bridge a Bickford Meadows on State Route 89 as related to the hydrology and resulting damage to the meadow and fish population as well as the riprap that impairs deer crossing and access to the river;

The Perry Creek Bridge on State Route 89/49 Sierraville with regard to accidents/collisions;

and Sierra City Main Street pedestrian issues.

Discussed more at length were the FEMA Flood Plain maps and the fact that if the maps are not altered all of the Caltrans structures in the Sierra Valley are inadequate. Mr. Beals iterated that the Caltrans hydrologists need to know about these maps and respond to the inadequacies and the
flawed model. The County is preparing to reach out to respond to these maps and will need Caltrans’ testimony about the flawed model and its devastating effects.

As to Perry Creek Mr. Beals suggests that Caltrans not be misled by collision reports as most of the collisions on that bridge involve damage to autos and are not reported. Mr. Davey suggests that Caltrans check in with their local maintenance shop to investigate how many times repairs have been necessary on that bridge.

The Caltrans Wildfire Reduction Program was discussed. Mr. Cadrett was not informed about the program. Mr. Beals expressed frustration regarding lack of communication on this critical issue, as well as the utter inadequacy of the plans which will not treat any right of way along lands owned by the United States Forest Service, which is most of the 49 corridor in Sierra County, and there begs the question, “what will they be treating?”

Mr. Cadrett explained that his attendance was “last minute” and hat Satwinder Dhatt would be beginning again as the Sierra County Liaison in June, and that Gary Arnold would still be the branch chief.

Under other updates Commissioner Dryden discussed the Loyalton Timberfest stating that it was a large event and the community never looked better.

12. **SCHEDULE NEXT MEETING**

The next meeting is scheduled for July 20, 2022 at Sierraville School

13. **ADJOURNMENT**

Chairman Dryden adjourned the meeting at 10:54 a.m.

Sharon Dryden, Chairman
Sierra County Transportation Commission

ATTEST:

Suzanne Smith, Executive Secretary
A. Discussion and report on status of the Overall Work Program Budget for the current fiscal year.

This is a standing agenda item. No Action required.
A. Resolution approving agreement for STIP Planning, Programming & Monitoring Program Fund Transfer agreement for the Fiscal Year 2022/23.

**Background:** An agreement for execution has been received from CALTRANS, covering funding for the State Transportation Improvement Program (STIP) Planning, Programming & Monitoring Program for the Fiscal Year 2022/23. This Fund Transfer Agreement releases $20,000 for the PPM Program. The annual allocation of STIP funds for Planning, Programming & Monitoring $20,000.00.

**Recommended Motion:** Adopt resolution approving agreement.

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A. Approve agreement for professional services with MGE Engineering for transportation Planning, Programming and Monitoring (PPM) services for Fiscal Year 2022/23.

**Background:** This is an annual agreement for consulting services related to PPM. Scope of services and duties include development of preliminary project information, assistance with Regional Transportation Improvement Program (RTIP), preparation of project study reports (PSR), assistance with matters related programming and funding requests to the California Transportation Commission, Caltrans, and other state/federal agencies; attendance at SCTC and other meetings as requested by Executive Director, and other engineering and professional services as requested by Executive Director.

**Recommended Motion:** Approve Agreement 2022-05 with MGE Engineering, Inc.
WHEREAS, the Sierra County Transportation Commission (SCTC) is designated as the Regional Transportation Planning Agency Sierra County; and,

WHEREAS, SCTC has requested allocation of Planning, Programming and Monitoring (PPM) funds for the Fiscal Year 2022/23 in the amount of $20,000; and,

WHEREAS, an allocation in the amount of $20,000 has been approved by the CTC; and,

WHEREAS, Sierra County Transportation Commission must enter into an agreement with the State of California for the purpose of receipt of funding for Planning, Programming and Monitoring (PPM) for Fiscal Year 2022/23.

NOW, THEREFORE, BE IT RESOLVED that Sierra County Transportation Commission approves the referenced agreement and authorizes the Chairman of the Commission or Executive Director to execute the STIP Planning Programming & Monitoring Program Fund Transfer Agreement; Agreement No. PPM22-6150(038); Project No. PPM22-6150(038) on its behalf.

ADOPTED by the Sierra County Transportation Commission on the 21st day of September, 2022 by the following vote:

AYES: _________________________________________
NOES: _________________________________________
ABSTAINED: _________________________________________
ABSENT: _________________________________________

SHARON DRYDEN, CHAIRPERSON
SIERRA COUNTY TRANSPORTATION COMMISSION

ATTEST:

SUZANNE SMITH,
EXECUTIVE SECRETARY TO THE COMMISSION
THIS AGREEMENT, effective on June 30, 2022, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Sierra County Transportation Commission, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed $20,000.00 from monies appropriated for the PPM Program as follows:

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<th>For Caltrans Use Only</th>
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<tr>
<td>I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance</td>
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<tr>
<td>Accounting Officer: __________________________</td>
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</tbody>
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2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREEMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. 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.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2024. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES

A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) 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 and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of 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 ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING
A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM
ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT
For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. 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 for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.
9. TRAVEL AND SUBSISTENCE
Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.

2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2024.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be preformed as provided in Section II, Article (4) of this agreement.

4. 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 ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.

6. This Agreement shall terminate on December 31, 2024.

STATE OF CALIFORNIA
Department of Transportation

By: __________________________
Office of Project Implementation
Division of Local Assistance
Date: ________________________

Sierra County Transportation Commission

By: __________________________
Title: _________________________
Date: _________________________

Attest: _________________________
Title: _________________________
The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

<table>
<thead>
<tr>
<th>Attachment A</th>
<th>XYZ RTPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>STIP Planning, Programming and Monitoring Activities Plan (FY 2009/2010)</td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td>Time Period</td>
</tr>
<tr>
<td>A. Prepare/Review Project Study Reports</td>
<td>9/02-4/03</td>
</tr>
<tr>
<td>B. RTIP Amendment Project Review/Programming</td>
<td>2/02-5/03</td>
</tr>
<tr>
<td>C. STIP Amendment Processing/CTC Coordination</td>
<td>5/02-6/02</td>
</tr>
<tr>
<td>D. Monitoring Implementation</td>
<td>9/02-6/03</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Anticipated Completion date</td>
<td>6/30/13</td>
</tr>
</tbody>
</table>

_________________________________________________________________________ rev 08/13/2012
## Attachment A

### Sierra County Transportation Commission
**STIP Planning, Programming and Monitoring Activities Plan (FY 2022-2023)**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Prepare/ Review Project Study Reports</td>
<td>$2,000</td>
</tr>
<tr>
<td>B. RTIP Amendment Project Review/Programming</td>
<td>$2,000</td>
</tr>
<tr>
<td>C. STIP Amendment Processing/CTC Coordination</td>
<td>$2,000</td>
</tr>
<tr>
<td>D. Monitoring Implementation</td>
<td>$14,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$20,000</strong></td>
</tr>
</tbody>
</table>

*Anticipated Completion Date: June 30, 2025*
AGREEMENT FOR PROFESSIONAL SERVICES
Planning, Programming & Monitoring – MGE Engineering, Inc.

THIS AGREEMENT for Professional Services (“Agreement”) is made as of the Agreement Date set forth below by and between the Sierra County Transportation Commission (SCTC) of the County of Sierra, a political subdivision of the State of California (“the SCTC”), and

MGE Engineering, Inc.
“CONTRACTOR”

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment “A”, Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment “A”, Provisions A-2 through A-3.

2. TERM.

Commencement Date: July 1, 2022
Termination Date: June 30, 2023

3. PAYMENT.

SCTC shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment “B”. The payment specified in Attachment “B” shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to SCTC in the manner specified in Attachment “B”.

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF SCTC.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. SCTC shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment “A.4”.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment “C”.

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment “D” are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.
7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the SCTC and will administer this Agreement for the SCTC. H. Fred Huang is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E - Form of Invoice

9. AGREEMENT DATE. The Agreement Date is August 24, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

SCTC
SIERRA COUNTY TRANSPORTATION COMMISSION

By___________________________ ______________________________
TIM H. BEALS H. FRED HUANG
Executive Director MGE ENGINEERING, INC.

ATTEST:

____________________________
SUZANNE SMITH
EXECUTIVE SECRETARY
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR’s duties include the following. Provide engineering and other technical support to the Sierra County Transportation Commission (SCTC) including:

- Development of preliminary project information for use in development priorities;
- Assistance with the development of the Regional Transportation Improvement Program (RTIP);
- Preparation of Project Study Reports (PSR);
- Assistance with preparation, submission and processing of programming and funding requests to the California State Transportation Commission, California Department of Transportation, and other state/federal agencies;
- Attendance at SCTC and other meetings as requested by the SCTC Executive Director; and
- Other engineering and professional services as requested by the SCTC Executive Director.

A.2 TIME SERVICES RENDERED.

July 1, 2022 through June 30, 2023

A.3 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. SCTC shall not control the manner of performance.

A.4 FACILITIES FURNISHED BY SCTC.

None
ATTACHMENT B

PAYMENT

SCTC shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

SCTC shall pay CONTRACTOR a contract fee not to exceed twenty thousand dollars and no cents ($20,000.00), on a time and materials basis in accordance with fee schedule attached as Exhibit 1.

CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within thirty (30) days after the Invoice is approved by the SCTC Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed $20,000.00 without an amendment to this Agreement approved by the Sierra County Transportation Commission.

B.2 MILEAGE. Included in base proposal

B.3 TRAVEL COSTS. Included in base proposal

B.4 AUTHORIZATION REQUIRED.

Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by SCTC. Payment for additional services shall be made to CONTRACTOR by SCTC if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. SCTC shall reimburse CONTRACTOR for direct expenses such as sub-contractors, travel by commercial carrier, delivery, copying and reproduction costs at actual cost.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

<table>
<thead>
<tr>
<th>Provision</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1 Base Contract Fee</td>
<td>$20,000</td>
</tr>
<tr>
<td>B.2 Mileage</td>
<td>Included</td>
</tr>
<tr>
<td>B.3 Travel Costs</td>
<td>Included</td>
</tr>
<tr>
<td>B.4 Authorization Required</td>
<td>0</td>
</tr>
<tr>
<td>B.5 Special Circumstances</td>
<td>0</td>
</tr>
<tr>
<td>MAXIMUM CONTRACT AMOUNT</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
ATTACHMENT C

ADDITIONAL PROVISIONS

[NONE]
ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as “The Contractor”) shall not be, for any purpose of this Agreement, an employee of SCTC. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in Government Code Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to SCTC only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to SCTC’s control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers’ compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through SCTC, and SCTC shall not provide or be obligated to provide the CONTRACTOR with workers’ compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of SCTC.

D.1.5 CONTRACTOR shall not be entitled to have SCTC withhold or pay, and SCTC shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of SCTC.

D.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any SCTC fringe benefit program including, but not limited to, SCTC’s pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to SCTC’s employees.

D.1.7 SCTC shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of SCTC.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the SCTC in any way without the written consent of the SCTC.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to SCTC that it has all
licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to SCTC that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR’s obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to SCTC, naming the SCTC and SCTC’s officers, employees, agents and independent contractors as additional insured (hereinafter referred to as “the insurance”). The insurance shall contain the coverage indicated by the checked items below.

- D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars ($2,000,000) per occurrence and with not less than Five Million Dollars ($5,000,000) aggregate; CONTRACTOR shall insure both SCTC and CONTRACTOR against any liability arising under or related to this Agreement.

- D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

- D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

- D.5.1.4 Workers’ Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, “aggregate limit available” is defined as the total policy limits available for all claims made during the policy period.
D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to SCTC.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to SCTC at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the SCTC and the SCTC, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR’s financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to SCTC as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, SCTC may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to SCTC upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to SCTC a renewal or new policy to take the place of the policy expiring.

D.5.8 SCTC shall have the right to request such further coverages and/or endorsements on the insurance as SCTC deems necessary, at CONTRACTOR’s expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to SCTC in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the “SECONDARY PARTIES”), shall comply with each term and condition of this Section D.5 entitled “INSURANCE”. Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES’ acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless SCTC, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR’s officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as SCTC may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of SCTC in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind SCTC to any
obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that SCTC, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from SCTC of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to SCTC pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR’s profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a “possessory interest”, as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by SCTC with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the SCTC. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the SCTC Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the SCTC the authority to deduct from any payments to CONTRACTOR any SCTC imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. SCTC shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event SCTC gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to SCTC copies of all writings prepared by it pursuant to this Agreement. The term “writings” shall be construed to mean and include: handwriting, typewriting, printing, photo stating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 SCTC shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by SCTC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further provided, however, SCTC shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to SCTC such financial information as in the judgment of the SCTC is necessary to determine the reasonable value of the services rendered by
CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the SCTC shall be final. The foregoing is cumulative and does not affect any right or remedy which SCTC may have in law or equity.

**D.13.2** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the SCTC, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by SCTC, provided that CONTRACTOR has first provided SCTC with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the SCTC may cure the alleged breach.

**D.14** **OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of SCTC, and CONTRACTOR agrees to deliver reproducible copies of such documents to SCTC on completion of the services hereunder. The SCTC agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15** **WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16** **COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17** **SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18** **ATTORNEY’S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.19** **MINOR AUDITOR REVISION.** In the event the Sierra SCTC Auditor’s office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the SCTC or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20** **CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21** **DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. “Shall” and “will” and “agrees” are mandatory. “May” is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by SCTC and shall apply to any claim against SCTC arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to SCTC a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the SCTC designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of SCTC in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any SCTC decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the SCTC or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
D.37 **TAXPAYER I.D. NUMBER.** SCTC shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter’s Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR’s signature on page 2 of this Agreement).

D.38 **NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to “SCTC”:
Tim H. Beals
Sierra County Transportation Commission
P.O. Box 98
Downieville, CA 95936

With a copy to:
Sierra County Counsel
SCTC of Sierra
Post Office 98
Downieville, CA 95936

If to “CONTRACTOR”:

H. Fred Huang, P.E.
MGE Engineering, Inc.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
County of Sierra  
Department of Transportation  
Post Office Box 98  
Downieville, California 95936  

Our File No. __________

Re:___________________________

STATEMENT OF ACCOUNT FOR

BALANCE FORWARD $_______________

TOTAL CURRENT CHARGES:

<table>
<thead>
<tr>
<th>Date</th>
<th>Staff</th>
<th>Description of Service</th>
<th>Hrs</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
</table>

Total $_______________
June 8, 2022

Sierra County Transportation Commission
101 Courthouse Square
Downieville, CA  95936

Attn: Mr. Tim Beals, Executive Director

Subject: Proposal to Provide Professional Services in Support of the Sierra County Transportation Commission for Fiscal Year 2022-2023

Dear Mr. Beals:

MGE Engineering, Inc. (MGE) is pleased to have been requested to provide a proposal for professional services to the Sierra County Transportation Commission for the 2022-2023 Fiscal Year. The proposed professional services would be provided on a time and materials basis with a not to exceed limit for the July through June budget year. The anticipated scope of services to be provided under the resulting agreement is shown in Attachment “A”. Also included with this letter proposal is MGE’s “Hourly Billing Rates” schedule.

Stephen Hawkins, P.E., will be the primary representative from MGE responsible for providing the needed professional services to the Sierra County Transportation Commission. He will be supported by staff from MGE’s headquarters office in Sacramento.

Based upon MGE’s billings for the 2021-2022 Fiscal Year and anticipation that the Sierra County Transportation Commission will have a reduced need for supporting services due to funding limitations, it is proposed that the not to exceed limit for the 2022-2023 Fiscal Year be set at $20,000.

We at MGE very much appreciate this opportunity to continue to be of service to the Sierra County Transportation Commission.

Sincerely,

MGE Engineering, Inc.

[Signature]

Robert E Sennett, S.E.
Vice President
# HOURLY BILLING RATES

MGE Engineering, Inc.

Effective 07/01/22 – 06/30/23

<table>
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<th>Classification</th>
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<tr>
<td>Principal Engineer</td>
<td>$300</td>
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<td>Project Manager</td>
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<tr>
<td>Supervising Engineer</td>
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<tr>
<td>Senior Engineer I</td>
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<td>CAD Technician I</td>
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<tr>
<td>Admin Assistant</td>
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**Direct Costs:**

- Reproduction and Delivery: At Cost
- Auto Mileage: Federal Rate (est. $0.585/mile)

Exhibit 1, page 2
A. Report and approval of the SCTC Triennial Audit.

**Background:** Triennial Performance Audit of Sierra County Transportation Commission for 3 years ending June 30, 2021.

**Recommended Motion:** Accept and approve the SCTC Triennial Performance Audit Report for the year ending June 30, 2021.
PERFORMANCE AUDIT
OF SIERRA COUNTY
TRANSPORTATION COMMISSION
FOR THE THREE YEARS
ENDED JUNE 30, 2021

AUDIT PREPARED FOR THE
SIERRA COUNTY
TRANSPORTATION COMMISSION

PREPARED BY
SMITH & NEWELL CPA’s
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<td>C. Claimant Relationships and Oversight</td>
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EXECUTIVE SUMMARY

Smith and Newell CPAs was retained by the Sierra County Transportation Commission (SCTC) to conduct its Transportation Development Act (TDA) performance audit for Fiscal Years (FY) 2018-19 through 2020-21. As a Regional Transportation Planning Agency (RTPA), SCTC is required by Public Utilities Code (PUC) Sections 99246 and 99248 to prepare and submit an audit of its performance on a triennial basis to the California State Department of Transportation (Caltrans) to continue receiving TDA funding. TDA funds are used for SCTC administration and planning of public transportation, and distribution for public transit services and non-motorized projects.

This performance audit is intended to describe how well SCTC is meeting its administrative and planning obligations under TDA, as well as its organizational management and efficiency. To gather information for the TDA performance audit, Smith and Newell CPAs conducted interviews with agency staff, reviewed various documents, and evaluated SCTC’s responsibilities, functions, and performance of the TDA guidelines and regulations.

Below are summaries of findings from the analysis:

1. SCTC conducts its management of the TDA program in a competent, professional manner.

2. SCTC did not ensure that all claimants to whom it allocated TDA funds submitted an annual certified fiscal and compliance audit within 180 days after the end of the year or had received a 90-day extension allowed by a law.

3. SCTC has not transmitted all audit reports to the State Controller within 12 months of the end of the fiscal year.

Two recommendations are provided to improve SCTC’s administration and management relating to the TDA. The recommendations are described in detail in Section III of this audit. These recommendations are summarized as follows:

1. Ensure all claimants to whom the SCTC allocates TDA fund submit to it an annual certified fiscal and compliance audit within 180 days after year end of the fiscal year or received a 90-day extension as allowed by law.

2. Transmit annual audit reports to the State Controller within 12 months of the end of the fiscal year.
SECTION I - INTRODUCTION

The Sierra County Transportation Commission (SCTC) has retained the firm of Smith and Newell, CPAs to conduct its Transportation Development Act (TDA) performance audit covering the most recent triennial period, fiscal years 2018-19 through 2020-21. As a Regional Transportation Planning Agency (RTPA), SCTC is required by Public Utilities Code (PUC) Sections 99246 and 99248 to prepare and submit an audit of its performance on a triennial basis to the California Department of Transportation (Caltrans) in order to continue to receive TDA funding.

Objectives

The performance audit, as required by the TDA, is intended to describe how well SCTC is meeting its administrative and planning obligations under the TDA.

Methodology

The methodology for the audit included interviews with the transportation planner, collection and review of agency documents and data analysis. The Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, published by the California Department of Transportation (Caltrans), was used to guide the development and direction of the audit.

Roles and Responsibilities

The Sierra County Transportation Commission is a statutory organization formed in 1973 by State legislation. As the County’s RTPA, SCTC is responsible for transportation planning, programming, and fund allocation, as required by the state statutes. This includes the annual allocation of Transportation Development Act funds, as well as federal and local funds for highway, transit, rail, bicycle and other transportation projects.

In 1972, the Mills-Alquist Deddeh Act, also known as the Transportation Development Act (TDA), was passed by the California legislature. The purpose of the act was to develop and maintain a public transportation system within California and to give regional entities discretion on the efficient and effective use of these funds. The TDA provides for two major sources of funding, the Local Transportation Fund (LTF), and the State Transit Assistance (STA) fund. In conjunction with the sales tax funding, the legislature created Regional Transportation Planning Agencies (RTPA) throughout the state to administrate this new funding.

LTF revenues are derived from 1/4 cent of the retail sales tax collected statewide. The 1/4 cent is returned to the County by the State Board of Equalization according to the amount of tax collected in the County. The STA funds are derived from the statewide sales tax on gasoline and diesel fuel and are distributed by the State Controller’s office in accordance with an apportionment formula. Other revenue sources include state and federal grants, including Rural Planning Assistance (RPA) and State Transportation Improvement Program Planning, Programming and Monitoring (STIP-PPM) grants.
SECTION I - INTRODUCTION (CONTINUED)

Roles and Responsibilities (Continued)

SCTC’s primary roles and responsibilities include:

- Development of regional transportation goals and objectives for Sierra County.
- Administration of Transportation Development Act (TDA) funds.
- Development and implementation of the Regional Transportation Plan (RTP).
- Preparation of the annual Overall Work Program (OWP).
- Review and comment on the State Transportation Improvement Program (STIP).
- Preparation of the Regional Transportation Improvement Program (RTIP), in collaboration with Caltrans.
  - Coordination and interpretation of transportation planning.
  - Review and prioritization of grant applications for various funding programs.

The SCTC and Caltrans mutually carry out the transportation planning process for the area in a manner that assures full compliance with state and federal laws, as well as the guidelines prepared by Sierra County, Caltrans, and the Federal Department of Transportation. The intent is to ensure that the planning decisions are reflective of, and responsive to, the partnership of the state, federal and local agencies.

Organization

SCTC is governed by a seven-member board composed of three members appointed by the Sierra County Board of Supervisors, three members appointed by the City of Loyalton City Council, and one member from transit agencies within Sierra County appointed by the remaining six members of the SCTC Board.

Board meetings are held bi-monthly, with additional meetings held as necessary. Binding decisions are made by votes of SCTC’s governing Board after staff and advisory committees provide informational input and recommendations. Members of the public have the opportunity to present their views and express support or opposition at meetings.

The following committees are available to assist in the administration of SCTC:

- Technical Advisory Committee
- Policy Advisory Committee
- Citizen’s Advisory Committee

These committees meet ad hoc and provide technical input on transportation issues and formulate recommendations for consideration by SCTC. Membership on these committees is comprised of technical, planning and engineering staff of the County of Sierra, the City of Loyalton and other state and federal agencies, Caltrans representatives, and SCTC staff or board members. Organization of these committees assures coordination and cooperation in the transportation planning process. These committees have not met during the audit period and are inactive. This does not appear to have had a detrimental effect on the SCTC.
SECTION I - INTRODUCTION (CONTINUED)

Organization (Continued)

SCTC is also advised by the Social Services Transportation Advisory Council (SSTAC) which is statutorily required to serve as an advisory body on transit needs and issues of elderly, disabled, and low-income citizens. The SSTAC members are appointed by the Commission and include representation from various agencies and organizations, including transit providers representing the elderly, the disabled, and persons of limited means. The SSTAC is involved in the identification of transit needs in the region, recommends potential enhancements to the current transit system and participates in the annual unmet transit needs public hearing. The SSTAC generally meets annually prior to the scheduled public hearings for unmet transit needs.

Staffing

The SCTC personnel consists of Sierra County Public Works Department employees who serve concurrently for the Commission and the County of Sierra. The department head of the Public Works Department serves as the Executive Director of the Transportation Commission who reports to the SCTC governing Board. The Executive Director is responsible for the general administration of Commission activities. The Executive Director utilizes Public Works Department personnel consisting of a transportation secretary, transportation planner, and clerical and accounting staff as needed. Staff responsibilities include maintaining records, assisting in preparation and dissemination of public notices, agendas, agenda packets, and other official business. Additional responsibilities, normally performed by a transportation planner, include assisting in preparation of the annual Overall Work Program (OWP), grant billings, and transportation planning. Outside consultants are used when local expertise is not available.

Overall Work Program

As the Regional Transportation Planning Agency (RTPA) for Sierra County, the Commission is responsible for the development of the Regional Transportation Plan (RTP) which is part of the statewide transportation planning process. The RTP is a long range planning document which outlines the transportation goals and policies which have been adopted by the Commission to achieve a coordinated and balanced regional transportation system for the County. The RTP is required to be updated every five years and is submitted to Caltrans for approval.

Through a Memorandum of Understanding (MOU) with Caltrans, the Commission prepares the annual Overall Work Program (OWP) which reflects its ongoing transportation planning activities. The OWP responds to state priorities and identifies funding sources and expenditures for each work element presented in the OWP. The Commission receives funding from Caltrans to offset some of the expenses associated with the OWP. Local Transportation Fund monies and grants are also used to fund the OWP.
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SECTION II - AUDIT RESULTS

Results of Compliance Review

This section of the audit report contains the analysis of the SCTC’s ability to comply with State requirements for continued receipt of TDA funds. The evaluation uses the guidebook, “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities”, which was developed by Caltrans to assess transportation planning agencies. The guidebook contains a checklist of fourteen key compliance requirements taken from relevant sections of the CPUC and the California Code of Regulations (CCR). Of the fourteen compliance measures, ten are applicable to SCTC. Each of these requirements is discussed in the table below, including a description of the Commission’s efforts to comply with the requirements. In addition, the findings from the compliance review are described in the text following the table.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>PUC Reference</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>All transportation operators and city or county governments which have responsibility for serving a given area, in total, claim no more than those Local Transportation Fund (LTF) monies apportioned to that area.</td>
<td>99231</td>
<td>SCTC has two areas of apportionment, Sierra County and the City of Loyalton. SCTC allocates LTF monies to claimants based on contract agreements, transit operator funding needs and requirements of the TDA. Conclusion: Complied</td>
</tr>
<tr>
<td>The RTPE has adopted rules and regulations delineating procedures for the submission of claims for facilities provided for the exclusive use of pedestrians and bicycles.</td>
<td>99233 and 99234</td>
<td>We noted SCTC has not adopted written rules and regulations for the submission of claims for non-motorized allocations. However, we noted that the SCTC has not undertaken any Pedestrian/Bicycle projects in the period under review. Conclusion: Complied</td>
</tr>
<tr>
<td>The RTPE has established a social services transportation advisory council. The RTPE must ensure that there is a citizen participation process that includes at least an annual public hearing.</td>
<td>99238 and 99238.5</td>
<td>SCTC has established a Social Services Transportation Advisory Council (SSTAC) required under PUC 99238. The SSTAC participates on a number of issues, including the annual unmet transit needs hearings. Conclusion: Complied</td>
</tr>
</tbody>
</table>
## SECTION II - AUDIT RESULTS (CONTINUED)

### Results of Compliance Review (Continued)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>PUC Reference</th>
<th>Comments</th>
</tr>
</thead>
</table>
| (4) The RTPE has annually identified, analyzed and recommended potential productivity improvements which could lower the operating costs of those operators which operate at least 50 percent of their vehicle service miles within the RTPE’s jurisdiction. Recommendations include, but are not limited to, those made in the performance audit.  
  • A committee for the purpose of providing advice on productivity improvements may be formed.  
  • The operator has made a reasonable effort to implement improvements recommended by the RTPE, as determined by the RTPE, or else the operator has not received an allocation that exceeds its prior year allocation. | 99244 | Sierra County does not include a transit operator within the meaning of the TDA.  
**Conclusion:** Not Applicable |
| (5) The RTPE has ensured that all claimants to whom it allocated TDA funds submit to it and to the state controller an annual certified fiscal and compliance audit within 180 days after the end of the fiscal year or has received a 90-day extension allowed by law. | 99245 | Completion/Submittal dates:  
County of Sierra Transit fund  
FY 2019: 10/24/19  
FY 2020: 12/08/20  
FY 2021: 11/29/21  
Golden Rays Senior Citizens of Sierra County, Inc.  
FY 2019: 02/18/20  
FY 2020: 04/29/22  
FY 2021: 04/29/22  
Incorporated Senior Citizens of Sierra County  
FY 2019: 12/20/19  
FY 2020: 11/30/20  
FY 2021: 09/07/21  
**Conclusion:** Exception |
## Results of Compliance Review (Continued)

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<tr>
<th>Requirement</th>
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| (6) The RTPE has designated an independent entity to conduct a performance audit of operators and itself (for the current and previous triennia). For operators, the audit was made and calculated the required performance indicators, and the audit report was transmitted to the entity that allocates the operator’s TDA money and to the RTPE within 12 months after the end of the triennium. If an operator’s audit was not transmitted by the start of the second fiscal year following the last fiscal year of the triennium, TDA funds were not allocated to that operator for that or subsequent fiscal years until the audit was transmitted. | 99246 and 99248 | For the current three-year period, SCTC has retained Smith and Newell CPAs to conduct the audit of SCTC. No performance audit was required of any transit operator during the audit period. 
**Conclusion: Complied** |
| (7) The RTPE has submitted a copy of its performance audit to the Director of the California Department of Transportation. In addition, the RTPE has certified in writing to the Director, that the performance audits of operators located in the area under its jurisdiction have been completed. | 99246 (c) | **Conclusion: Complied** |
| (8) The performance audit of the operator providing public transportation services shall include a verification of the operator’s cost per passenger, operating cost per vehicle service hour, passengers per vehicle service mile, and vehicle service hours per employee, as defined in Section 99247. The performance audit shall include consideration of the needs and types of passengers being served and the employment of part-time drivers and the contracting with common carriers of persons operating under a franchise or license to provide services during peak hours, as defined in subdivision (a) of Section 99260.2. | 99246 (d) | No performance audit was required of any transit operator during the audit period. 
**Conclusion: Not Applicable** |
| (9) The RTPE has established rules and regulations regarding revenue ratios for transportation operators providing services in urbanized and newly urbanized areas. | 99270.1 and 99270.2 | Transportation operators do not serve urbanized or newly urbanized areas. 
**Conclusion: Not Applicable** |
<table>
<thead>
<tr>
<th>Requirement</th>
<th>PUC Reference</th>
<th>Comments</th>
<th>Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10) The RTPE has adopted criteria, rules, and regulations for the evaluation of claims filed under Article 4.5 of the TDA and the determination of the cost-effectiveness of the proposed community transit services.</td>
<td>99275.5</td>
<td>The SCTC has not adopted rules and regulations for the evaluation of claims under Section 4.5. However, there was no eligible claimant for these funds during the audit period.</td>
<td>Conclusion: Not Applicable</td>
</tr>
<tr>
<td>(11) State transit assistance funds received by the RTPE are allocated only for transportation planning and mass transportation purposes.</td>
<td>99310.5 and 99313.3 and Proposition 116</td>
<td>The SCTC allocates State Transit Assistance (STA) funds for transit services only.</td>
<td>Conclusion: Complied</td>
</tr>
<tr>
<td>(12) The amount received pursuant to Public Utilities Code, Section 99314.3; by each RTPE for state transit assistance is allocated to the operators in the area of its jurisdiction as allocated by the State Controller’s Office.</td>
<td>99314.3</td>
<td>The SCTC administers STA funds in accordance with the relevant PUC requirements. In FY 2014, STA funds were allocated to the County of Sierra and SCTC for administration and planning costs of transportation services. In FY 2016, these STA funds were paid.</td>
<td>Conclusion: Complied</td>
</tr>
</tbody>
</table>
### Results of Compliance Review (Continued)

<table>
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<th>Requirement</th>
<th>PUC Reference</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>If TDA funds are allocated to purposes not directly related to public or specialized transportation services or facilities for exclusive use of pedestrians and bicycles, the transit planning agency has annually:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Consulted with the Social Services Transportation Advisory Council (SSTAC) established pursuant to Public Utilities Code Section 99238;</td>
<td>99401.5</td>
<td>The SCTC conducts an annual Unmet Transit Needs process pursuant to PUC Section 99401.5.</td>
</tr>
<tr>
<td>• Identified transit needs, including:</td>
<td></td>
<td>LTF funds have only been allocated to streets and roads after completion of the unmet needs process, and if there are remaining funds after the allocation to transit.</td>
</tr>
<tr>
<td>o Groups who are transit-dependent or transit disadvantaged,</td>
<td></td>
<td>Conclusion: Complied</td>
</tr>
<tr>
<td>o Adequacy of existing transit services to meet the needs of groups identified, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>o Analysis of potential alternatives to provide transportation services;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Adopted or re-affirmed definitions of “unmet transit needs” and “reasonable to meet;”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Identified the unmet transit needs, or there are no unmet transit needs or there are unmet transit needs that are reasonable to meet.</td>
<td></td>
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SECTION II - AUDIT RESULTS (CONTINUED)

Results of Compliance Review (Continued)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>PUC Reference</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(14) The RTPE has caused an audit of its accounts and records to be performed for each fiscal year by the county auditor or a certified public accountant. The RTPE must transmit the audit report to the State Controller within 12 months of the end of each fiscal year in accordance with the Basic Audit Program and Report Guidelines for California Special Districts prescribed by the State Controller. The audit shall include a determination of compliance with the TDA and accompanying rules and regulations. Financial statements may not commingle the state transit assistance fund, the local transportation fund, or other revenues or funds of any city, county or other agency. The RTPE must maintain fiscal and accounting records and supporting papers for at least four years following the fiscal year close.</td>
<td>California Code of Regulations, Section 6642</td>
<td>The accounting firm of Smith and Newell CPAs conducted the financial audit of SCTC for FYs 2019, 2020, and 2021. The 2019 Annual Financial Report was submitted to the State Controller within 12 months of the end of the fiscal year. The 2020 Annual Financial Report was not submitted to the State Controller within 12 months of the end of the fiscal year, and the 2021 Annual Financial Report was submitted within 12 months of the end of the fiscal year. The SCTC also maintains fiscal and accounting records and supporting papers for at least four years following the fiscal year close. Conclusion: Exception</td>
</tr>
</tbody>
</table>
Results of the Functional Review of the RTPE

In this section a detailed assessment of SCTC’s functions and performance as a RTPE during this audit period is provided. Adapted from Caltrans’ Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities, SCTC’s activities can be divided into the following activities:

- Administration and Management
- Transportation Planning and Regional Coordination
- Claimant Relationships and Oversight
- Marketing and Transportation Alternatives
- Grant Applications and Management

A. Administration and Management

SCTC is effectively organized given its limited resources to fulfill numerous responsibilities. Governance is provided by a board that generally meets bi-monthly. Board minutes indicate the meetings are well organized and board members are informed by staff about the issues. A published agenda is used for efficient consideration and approval of scheduled items.

Board minutes sufficiently document board actions and provide enough detail that interested citizens who cannot be present can have an understanding of what occurred at the meetings. The minutes and agendas are posted and are available for public access online and by request. The Board is presented with a variety of reports generally focused on regional transportation planning and TDA-related topics. We noted that while the Board annually approves its budget through the adoption of the Overall Work Plan (OWP), it does not receive monthly and year-to-date revenues and expenses communicating actual financial results.

SCTC staff performs support functions for SCTC and attends Board meetings. Staff prepares informational reports and recommendations to facilitate Board decisions and often is called upon at these meetings to answer questions and clarify information.

The SCTC is currently managed by the County of Sierra under an informal management agreement. County personnel assigned to manage the Commission are provided by the Department of Public Works. The Commission is staffed part time by several employees; an Executive Secretary, the Director of Public Works who serves as the Executive Director of the Commission, and a Transportation Planner. Additional staff support is obtained from personnel in the Public Works Department on an as needed basis.

As County employees, Commission staff members, are offered a comprehensive benefits package and follow the personnel policies and practices of Sierra County including annual performance evaluations. Staff receives training in federal and state transportation processes as funding and availability allow.
SECTION II - AUDIT RESULTS (CONTINUED)

Results of the Functional Review of the RTPE (Continued)

A. Administration and Management (Continued)

The Commission prepares an annual OWP which details transportation planning activities in Sierra County, as required by Caltrans, and serves to establish the Agency’s annual goals and objectives. The OWP delineates priorities which must be addressed by the Commission to obtain state subvention funding. We noted the work elements specified in the OWP incorporate activities for TDA administration. Progress towards goals and objectives is evaluated each quarter when the Commission reports to Caltrans. Revenue sources are itemized and expenditures are allocated by work element. The Commission interfaces with the Public Works Department and receives monthly transaction reports from them. The Commission’s management monitors budget to actual comparisons as often as necessary in order to track costs and revenues.


B. Transportation Planning and Regional Coordination

In February 2020 the SCTC adopted the 2020 Regional Transportation Plan (RTP). The RTP provides the long-range, comprehensive direction for transportation improvements within Sierra County. SCTC is responsible for this document and its updating every five years.

The 2020 RTP contains the required policy, action and financial elements. However, we noted that short-range considerations were limited and that long-range efforts were focused on non-transit related issues such as maintaining existing condition of streets and road networks. Sierra County’s ability to provide more comprehensive public transit services is limited because of its high cost, low ridership and scarce funding alternatives.

C. Claimant Relationships and Oversight

The TDA allocation process appears to work smoothly in Sierra County. Transit representatives from the non-profit agencies who claim TDA funds have been involved in the process and SCTC staff administers the process. SCTC staff works with applicants each year to make sure claims are submitted in a timely manner and when additional funding is needed that those needs are heard and met if funding is available.

SCTC has adopted a policy and procedures manual that communicates SCTC’s policy and procedures on submission of TDA claims. The manual is more policy driven than it is instructional. Because of longstanding relationships with the two non-profit agencies who claim funding for transit services, SCTC staff work directly with the agencies’ staff in submitting their annual budgets as a basis for their funding request. A contract is updated and approved by SCTC’s board each year and allocation instructions are transmitted to the County’s Auditor-Controller. As a result, no formal claim document is actually filed with the Commission.
Results of the Functional Review of the RTPE (Continued)

C. Claimant Relationships and Oversight (Continued)

The unmet transit needs process is a major element of SCTC’s work on TDA related matters. In accordance with the TDA, SCTC instructs the SSTAC to meet and to identify unmet transit needs annually. Public input is requested by scheduling a public hearing, as well as soliciting comments via email or telephone. As required by state laws, the SSTAC reviews all findings before forwarding them to the SCTC Board for adoption. SCTC has adopted definitions of “unmet transit needs” and “reasonable to meet” that are used in determinations and findings. In the three-year audit period, SCTC did not identify any unmet needs that were reasonable to meet.

While the unmet transit needs process meets all the requirements of the TDA, we found the public hearings to have limited citizen participation. The region’s population is widely dispersed making public participation a challenge. SCTC may want to consider alternative locations and methods of soliciting public comments, such as using a dedicated email address or a phone hotline. It may be effective to hold public hearings in multiple locations each year to encourage public participation.

D. Marketing and Transportation Alternatives

While the Commission advertises public meetings to involve citizen participation, the County’s widely dispersed population and rough terrain make traditional marketing efforts less effective. We noted that Commission activities in the functional area of marketing and transportation alternatives were limited. Often, the most effective method of advertising is to post flyers at the local post offices, as most residents do not have home delivery of mail.

Most public transportation marketing and advertising responsibilities have been left to the County’s two non-profit contract service providers. SCTC posts limited information on the County of Sierra’s website, but does not have a separate website. We recommend the SCTC consider posting additional information on the County’s website regarding its activities, as well as local transit information or links.

E. Grant Applications and Management

The Commission reviews and signs various grant applications and also provides technical assistance to the County.

As the areawide clearinghouse for federal grant applications, the Commission prepares or reviews and comments on applications to assure that duplication of activities is eliminated and to assure that no conflict exists with local policies. The Commission reviews all grant applications submitted to the State of California by the transit claimants.

In the past, the Commission has applied for grants to supplement its planning fund. Both Rural Planning Assistance (RPA) and State Transportation Improvement Program (STIP) grants have been received and are anticipated to be received in the future. In addition, other state funding has been successfully applied for, notably Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA). SCTC staff administers and monitors expenditures to ensure no lapse in grant funding.
SECTION III - CONCLUSIONS AND RECOMMENDATIONS

A. Conclusions

The following summarizes the major conclusions obtained from this Triennial Performance Audit covering the years 2019 through 2021:

1. Of the fourteen compliance requirements, SCTC fully complied with eight of the requirements. Four additional requirements did not apply to SCTC.

B. Current Year Recommendations

Current Year Recommendation No. 1

We recommend that the SCTC ensure that all claimants to when it allocates TDA funds submit to it and the State Controller annual certified fiscal and compliance audit with 180 days after year end at the fiscal year or has received a 90-day extension allowed by law in accordance with PUC Section 99245.

Current Year Recommendation No. 2

We recommend that SCTC transmit the annual audit of its accounts and records to the State Controller within 12 months of the end of each fiscal year in accordance with the Basic Audit Program and Report Guidelines prescribed by the State Controller.