



MODOC COUNTY
TRANSPORTATION COMMISSION

108 S. Main Street
Alturas, CA 96101-3936
(530) 233-6410 Phone

Meets Regularly
First Tuesday of
Even Numbered Months
at 1:30 p.m.

Commissioners

John Dederick
Chairman
City Representative

Kathie Rhoads
Vice Chair
County Supervisor III

Paul Minchella
Commissioner
City Mayor

Elizabeth Cavasso
Commissioner
County Supervisor IV

Jodie Larranaga
Commissioner
City Councilmember

Mark Moriarity
Commissioner
County at Large Citizen

Ned Coe
Alternate
County Supervisor I

Brian Cox
Alternate
City Councilmember

Staff

Debbie Pedersen
Executive Director

Michelle Cox
Accountant I

Kathy Tiffie
Assistant Secretary 2

AGENDA

REGULAR MEETING

Sage Stage Conference Room

108 S. Main St. Alturas

OCTOBER 1, 2024, at 1:30 p.m.

Teleconference Number (712) 451-0647

Access Code 113785

1. Call to Order

- a. Pledge of Allegiance
- b. Introductions – guests and visitors

2. Public Forum –

Citizens may address the Commission with matters that are related directly to Commission responsibilities. If any matters call for action by the Commission, they will be placed on subsequent agendas. The Chairman may limit speakers to five (5) minutes each; citizens are encouraged to contact the Chairman or staff for assistance before the meeting.

3. Confirm Agenda

Action

4. Consent Agenda

Action

- 1. Approve the minutes from the MCTC meeting on 08/06/24.
- 2. Financial transactions 07/01/24 through 08/31/24.
- 3. Year to Date expenditure report through 08/31/24.

5. Regular Business

- 1. Consider adopting Resolution 24-06 authorizing the Executive Director to sign the Memorandum of Understanding with Caltrans for Regional Planning Assistance. **Action**
- 2. Consider approving Amendment #1 to the 2024/25 Overall Work Plan. **Action**

6. Agency Updates and Project Reports

Information/Discussion

- 1. City of Alturas Public Works Department
- 2. Modoc County Road Department
- 3. Caltrans District 2
- 4. Modoc County Transportation Commission

7. Staff Update, Correspondence and Calendar

Information

Address outstanding issues, correspondence, information, and materials received.

- Future dates and events of interest.

8. Adjourn until next MCTC Regular meeting

Action

Tuesday, December 3, 2024, at 1:30 p.m., or soon thereafter, in the Sage Stage Conference Room at 108 S Main Street, Alturas, CA.

| Report to Modoc County Transportation Commission | |
|---|------------------------|
| Subject | Meeting Date |
| Consent Agenda | October 1, 2024 |
| Presented by | Agenda Item |
| Not Applicable | 4 |

ATTACHMENTS – shown in **bold** below

- a. Approve the **minutes from the August 8, 2024, meeting.**
- b. **Financial Transactions from 07/01/24 through 08/31/24**
- c. **Year-to-Date Expenditure Reports through 08/31/24**



**MODOC COUNTY
TRANSPORTATION COMMISSION**

108 S. Main St., Alturas, CA 96101
Phone (530) 233-6410

**MINUTES
Regular Meeting
August 6, 2024**

Commissioners Present

| | |
|---------------------------|--|
| John Dederick, Chair | Representative, City of Alturas |
| Kathie Rhoads, Vice Chair | Board of Supervisors, District III, Modoc County |
| Mark Moriarity | Modoc County, Member at Large |
| Paul Minchella | Councilmember, City of Alturas |
| Elizabeth Cavasso | Board of Supervisors, District IV, Modoc County |
| Jodie Larranaga | Councilmember, City of Alturas |

Commissioners Absent

| | |
|-----------------------|--|
| Ned Coe (Alternate) | Board of Supervisors, District I, Modoc County |
| Brian Cox (Alternate) | Councilmember, City of Alturas |

Staff Present

| | |
|-----------------|--------------------|
| Debbie Pedersen | Executive Director |
| Michelle Cox | Accountant 1 |

Public Present

| | |
|------------------|--|
| Kathy Grah | Caltrans District 2, Community & Regional Planning Chief |
| Azeddine Bahloul | Caltrans District 2, Modoc Project Manager |
| Skip Clark | Caltrans District 2, Regional Planning Liaison |
| Warren Farnam | City of Alturas, Director of Public Works |
| Dorothy Long | City of Alturas, City Treasurer |
| Mitch Crosby | Modoc County Road Commissioner |
| Lilly Toaetolu | Modoc County Roads Administration & Project Delivery |
| Jacque Dockery | Sage Stage Driver |
| Kathi Cravens | Transdev, General Manager |
| Jason Fogde | Transdev, Safety Supervisor |

1. **Call to Order** – Chair John Dederick called the meeting to order at 12:56 p.m. in the Sage Stage Conference Room, 108 S. Main Street, Alturas, CA.
 - a. Dederick led those present in the Pledge of Allegiance.
 - b. Introductions were made.
2. **Public Forum** – There were no public comments.
3. **Confirm Agenda-**
Motion by Commissioner Cavasso to Confirm Agenda, seconded by Commissioner Moriarity. All Ayes; motion carried.
4. **Consent Agenda-**
 - a. Approve minutes from the June 4, 2024, MCTC Regular Meeting.

- b. Approve the financial reports from May 1, 2024, through June 30, 2024.
- c. Year to Date expenditure report through June 30, 2024.

Motion by Commissioner Rhoads to approve Consent Agenda, seconded by Commissioner Minchella. All Ayes; motion carried.

5. Regular Business-

a. Confirm Social Service Transportation Advisory Council (SSTAC) appointments.

Executive Director Pedersen explained the MCTC organization chart has been updated to include the new members of the SSTAC. The next SSTAC meeting will convene August 29, 2024, in the Sage Stage Conference Room. LSC Consulting will be present to present data for the Short-Range Transit Plan.

Motion by Commissioner Cavasso to Confirm Social Service Transportation Advisory Council (SSTAC) appointments, seconded by Commissioner Moriarity. All Ayes; motion carried.

b. Consider adopting Resolution 24-05 In Appreciation of Cheryl Nelson’s Service to MCTC.

Pedersen reported since January 2009 Cheryl Nelson has periodically been a Commissioner for the MCTC and a Board Member for the MTA. Her service has been appreciated.

Motion by Commissioner Rhoads to adopt Resolution 24-05 In Appreciation of Cheryl Nelson’s Service to MCTC, seconded by Commissioner Minchella. All Ayes; motion carried.

c. MCTC account restructuring and reporting.

Pedersen explained Monica Derner, CPA and Michelle Cox, Accountant 1, have been working on restructuring the accounts in QuickBooks & updating financial reporting.

6. Agency Updates and Project Reports

a. Alturas Public Works Dept. – City Streets

Warren Farnam, City of Alturas Public Works Director, reported construction has begun on the West 8th Street STIP Project. The project should be completed by the middle of August.

b. Modoc County Road Dept. (MCRD) – County Roads

Mitch Crosby, Modoc County Road Commissioner reported the MCRD is working with Fish & Wildlife to update the expired easement lease on County Road 54 near the wastewater treatment plant.

The County Road 111 STIP Project has been awarded to Rocky Mountain Construction. Construction on the project should start next month.

Lilly Toaetolu, Modoc County Roads Administration & Project Delivery reported if everything goes well the Clean California Project at the Veteran’s Memorial Park should be completed by the middle of September.

The MCRD will be meeting with Azeddine Bahloul, Caltrans District 2, Modoc Project Manager to discuss the Cedarville Active Transportation Plan (ATP) Project.

c. Caltrans District 2-

Skip Clark, Caltrans District 2, Regional Planning Liaison reported Adopt-A-Highway signs have been installed near the junction of Highway 139 & Highway 299 in Canby, CA. Banners have been produced to hang in local Post Offices and advertise the need for an adoptee.

Azeddine Bahloul, Caltrans District 2, Modoc Project Manager reported Caltrans District 2 has a CAPM pavement project near Goose Lake and a CAPM payment project near Crowder Flat. Both of which are in the initial phase.

The Alturas CAPM Project & the Cedarville CAPM Project are both in the design phase. Caltrans will provide the Commission a right of way map for the Cedarville CAPM Project.

d. Modoc County Transportation Commission

Executive Director, Pedersen reported LSC Transportation Consultants have been preparing the Short-Range Transit Plan. The Consultants have ridden the bus, taken surveys from drivers and passengers, and collected data. They will be on site August 29, 2024, for a community outreach meeting.

The Triennial Performance Audits have been awarded to Moore & Associates. The documents will be complete by the first part of January.

Pedersen has been busy preparing the Regional Transportation Plan (RTP) and the Zero Emissions Vehicle Plan.

7. Staff Update and Calendar

MCTC is advertising the Assistant Secretary 1 & 2 positions. We will be accepting applications until the position is filled.

Calendar – consider future dates and events of interest:

09/02/24 Labor Day Holiday; Office Closed, No Bus Service.

09/04/24 Modoc TAC Meeting 1:00 p.m. Sage Stage Conference Room

10/01/24 MCTC and MTA Meetings 1:30 p.m. Sage Stage Conference Room

10/14/24 Columbus Day Holiday; Office Closed

8. Motion to Adjourn –motioned by Commissioner Minchella; seconded by Commissioner Moriarity to adjourn the meeting at 1:17 p.m. All Ayes; motion carried. The next regular meeting will be Tuesday, October 1, 2024, at 1:30 p.m., or soon thereafter, in the Sage Stage Conference Room, 108 S. Main Street, Alturas, CA.

Submitted by,

Michelle Cox
Accountant 1

Modoc County Transportation Commission Transactions by Account - Operating Account As of August 31, 2024

| Type | Date | Num | Name | Memo | Amount | Balance |
|--------------------------|------------|-------|---------------------------------|---------------------------------|------------------|-------------------|
| Plumas 0466 | | | | | | 151,633.21 |
| Deposit | 07/01/2024 | | | Deposit | 45,270.00 | 196,903.21 |
| Bill Pmt -Check | 07/08/2024 | 70124 | Monica Derner CPA PC | Service for June 2024 | -1,235.50 | 195,667.71 |
| Bill Pmt -Check | 07/10/2024 | 2237 | LSC Transportation Consulta... | June 2024 Service | -11,247.86 | 184,419.85 |
| Check | 07/10/2024 | | Intuit | | -550.00 | 183,869.85 |
| Bill Pmt -Check | 07/10/2024 | 8925 | Intuit | June2024 Payroll Code 3034... | -18.00 | 183,851.85 |
| Check | 07/12/2024 | 2238 | Golden State - DV | Memb# EB-00034 | -140.50 | 183,711.35 |
| Check | 07/12/2024 | 2239 | Golden State - Health Ins | Memb# EB-00034 | -2,682.00 | 181,029.35 |
| Bill Pmt -Check | 07/15/2024 | 2240 | PARS Fees | Plan ID# T9-REP16A | -716.43 | 180,312.92 |
| Bill Pmt -Check | 07/27/2024 | 72624 | FreeConferenceCall.com | Acct# s8390130 (Debbie Pe... | -4.00 | 180,308.92 |
| Check | 07/28/2024 | 2241 | Aflac | Acct# J9C98 | -137.28 | 180,171.64 |
| Check | 07/28/2024 | 2242 | Edward Jones | | -267.90 | 179,903.74 |
| Check | 07/28/2024 | 2243 | PARS Retirement | Acct# 6746022500 | -2,083.04 | 177,820.70 |
| General Journal | 07/31/2024 | MD.PR | Intuit | Record monthly payroll calcu... | -12,237.66 | 165,583.04 |
| General Journal | 07/31/2024 | MD.PR | United States Treasury | Record monthly payroll calcu... | -4,952.28 | 160,630.76 |
| General Journal | 07/31/2024 | MD.PR | EDD | Record monthly payroll calcu... | -1,242.53 | 159,388.23 |
| Bill Pmt -Check | 08/05/2024 | 2244 | Shasta Regional Transportati... | Super Region Dues 2024 | -1,000.00 | 158,388.23 |
| Bill Pmt -Check | 08/07/2024 | 2245 | John Dederick | July 2024 & August 2024 Me... | -400.00 | 157,988.23 |
| Bill Pmt -Check | 08/07/2024 | 2246 | Kathie Rhoads | August 2024 Meetings | -150.00 | 157,838.23 |
| Bill Pmt -Check | 08/07/2024 | 2247 | Elizabeth Cavasso | August 2024 Meetings | -150.00 | 157,688.23 |
| Bill Pmt -Check | 08/07/2024 | 2248 | Mark Moriarity | August 2024 Meetings | -150.00 | 157,538.23 |
| Bill Pmt -Check | 08/07/2024 | 2249 | Paul Minchella | August 2024 Meetings | -150.00 | 157,388.23 |
| Bill Pmt -Check | 08/07/2024 | 2250 | Jodie Larranaga | August 2024 Meetings | -150.00 | 157,238.23 |
| Bill Pmt -Check | 08/07/2024 | 2251 | LSC Transportation Consulta... | July 2024 Service | -12,269.42 | 144,968.81 |
| Bill Pmt -Check | 08/09/2024 | 8924 | Intuit | July 2024 Payroll 135841 | -18.00 | 144,950.81 |
| Check | 08/10/2024 | 2252 | Golden State - DV | Memb# EB-00034 | -140.50 | 144,810.31 |
| Check | 08/10/2024 | 2253 | Golden State - Health Ins | Memb# EB-00034 | -2,682.00 | 142,128.31 |
| Bill Pmt -Check | 08/14/2024 | 2254 | PARS Fees | Plan ID# T9-REP16A | -716.43 | 141,411.88 |
| Bill Pmt -Check | 08/20/2024 | 2255 | Modoc Media dba Modoc Co... | Legal Notice- Regular Meetin... | -48.00 | 141,363.88 |
| Bill Pmt -Check | 08/20/2024 | 2256 | Niki Lemke | | -205.65 | 141,158.23 |
| Bill Pmt -Check | 08/26/2024 | 82624 | FreeConferenceCall.com | Acct# s8390130 (Debbie Pe... | -4.00 | 141,154.23 |
| Check | 08/28/2024 | 2257 | Aflac | Acct# J9C98 | -104.52 | 141,049.71 |
| Check | 08/28/2024 | 2258 | Edward Jones | | -267.90 | 140,781.81 |
| Check | 08/28/2024 | 2259 | PARS Retirement | Acct# 6746022500 | -1,183.22 | 139,598.59 |
| Deposit | 08/31/2024 | | | Deposit | 43,518.10 | 183,116.69 |
| General Journal | 08/31/2024 | MD.PR | | Record monthly payroll calcu... | -9,710.10 | 173,406.59 |
| General Journal | 08/31/2024 | MD.PR | United States Treasury | Record monthly payroll calcu... | -4,863.68 | 168,542.91 |
| General Journal | 08/31/2024 | MD.PR | EDD | Record monthly payroll calcu... | -1,208.93 | 167,333.98 |
| Total Plumas 0466 | | | | | 15,700.77 | 167,333.98 |
| TOTAL | | | | | 15,700.77 | 167,333.98 |

Modoc County Transportation Commission

Profit & Loss Budget vs. Actual

July through August 2024

09/24/24

Accrual Basis

| | Jul - Aug 24 | Budget | \$ Over Budget |
|---------------------------------|--------------|------------|----------------|
| Ordinary Income/Expense | | | |
| Income | | | |
| GRANT INCOME | | | |
| RMRA | 0.00 | 84,717.00 | -84,717.00 |
| Rural Planning Assistance (RPA) | 43,518.10 | 158,000.00 | -114,481.90 |
| State Transp Improv Prgm (STIP) | 0.00 | 87,000.00 | -87,000.00 |
| Total GRANT INCOME | 43,518.10 | 329,717.00 | -286,198.90 |
| LTF (LTF to MCTC) | 0.00 | 149,450.00 | -149,450.00 |
| RSTPG | 0.00 | 2,058.00 | -2,058.00 |
| Total Income | 43,518.10 | 481,225.00 | -437,706.90 |
| Expense | | | |
| Computer & Internet Expenses | 0.00 | 1,000.00 | -1,000.00 |
| Insurance Expense | 8,058.00 | 20,000.00 | -11,942.00 |
| Leases & Occupancy Expenses | 2,854.90 | 17,200.00 | -14,345.10 |
| Legal Notices | 48.00 | 1,000.00 | -952.00 |
| Office Supplies | 0.00 | 2,000.00 | -2,000.00 |
| Pavement Management System | 0.00 | 5,500.00 | -5,500.00 |
| PAYROLL EXPENSES | | | |
| BENEFITS | | | |
| Dental Insurance | 194.96 | | |
| Health Insurance | 4,232.77 | | |
| PARS Retirement | 1,428.85 | | |
| Simple IRA | 247.25 | | |
| Vision Insurance | 65.92 | | |
| Total BENEFITS | 6,169.75 | | |
| Payroll Taxes | 1,766.52 | | |
| Salaries & Wages | 32,487.47 | 0.00 | 32,487.47 |
| Unallocated Leave Time | 3,787.70 | | |
| PAYROLL EXPENSES - Other | 0.00 | 230,577.00 | -230,577.00 |
| Total PAYROLL EXPENSES | 44,211.44 | 230,577.00 | -186,365.56 |
| Planning Support & Services | 0.00 | 12,249.00 | -12,249.00 |
| PROFESSIONAL FEES | | | |
| Accounting & Auditing | 0.00 | 55,000.00 | -55,000.00 |
| Actuarial Audit / GASB 68 | 0.00 | 8,000.00 | -8,000.00 |
| Commissioner Stipend | 1,150.00 | 8,400.00 | -7,250.00 |
| Consultants | 0.00 | 1,000.00 | -1,000.00 |
| IT Service & Support | 0.00 | 10,000.00 | -10,000.00 |
| Legal Fees | 0.00 | 5,000.00 | -5,000.00 |
| LSC Transportation Consultants | 12,269.42 | 84,140.00 | -71,870.58 |
| Payroll Services / PARS admin | 568.00 | 17,159.00 | -16,591.00 |
| Total PROFESSIONAL FEES | 13,987.42 | 188,699.00 | -174,711.58 |
| Travel, Training & Memberships | 1,008.00 | 3,000.00 | -1,992.00 |
| Total Expense | 70,167.76 | 481,225.00 | -411,057.24 |
| Net Ordinary Income | -26,649.66 | 0.00 | -26,649.66 |
| Other Income/Expense | | | |
| Other Income | | | |
| Interest income | 3,614.33 | | |
| TRUSTS | | | |
| LTF Sales Tax | 36,203.06 | | |
| STAF Allocations | 29,216.00 | | |
| State of Good Repair | 4,042.00 | | |
| Total TRUSTS | 69,461.06 | | |
| Total Other Income | 73,075.39 | | |

7:34 AM
09/24/24
Accrual Basis

Modoc County Transportation Commission
Profit & Loss Budget vs. Actual
July through August 2024

| | <u>Jul - Aug 24</u> | <u>Budget</u> | <u>\$ Over Budget</u> |
|------------------|---------------------|---------------|-----------------------|
| Net Other Income | 73,075.39 | | |
| Net Income | <u>46,425.73</u> | <u>0.00</u> | <u>46,425.73</u> |

Modoc County Transportation Commission

Balance Sheet

09/24/24

As of August 31, 2024

Accrual Basis

| | Aug 31, 24 |
|---------------------------------------|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| LAIF | 323,948.88 |
| Plumas 0466 | 167,333.98 |
| TRUST ACCOUNTS | |
| LTF County 455 | 40,991.11 |
| LTF Plumas 9068 | 684,229.35 |
| STAF County 457 | 34,533.72 |
| Total TRUST ACCOUNTS | 759,754.18 |
| Total Checking/Savings | 1,251,037.04 |
| Accounts Receivable | |
| Accounts Receivable - MCTC | 16,141.52 |
| Total Accounts Receivable | 16,141.52 |
| Other Current Assets | |
| Other Receivables | 40,333.00 |
| Total Other Current Assets | 40,333.00 |
| Total Current Assets | 1,307,511.56 |
| Fixed Assets | |
| Accumulated Depreciation | -18,967.92 |
| Furniture and Equipment | 18,967.92 |
| Total Fixed Assets | 0.00 |
| Other Assets | |
| Deferred Outflow of Resources | 54,176.00 |
| Total Other Assets | 54,176.00 |
| TOTAL ASSETS | 1,361,687.56 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | 5,184.45 |
| Total Accounts Payable | 5,184.45 |
| Other Current Liabilities | |
| Compensated Absences | 19,160.74 |
| Total Other Current Liabilities | 19,160.74 |
| Total Current Liabilities | 24,345.19 |
| Long Term Liabilities | |
| Deferred Inflow of Resources | 8,609.00 |
| Net Pension Liability | 5,630.00 |
| Total Long Term Liabilities | 14,239.00 |
| Total Liabilities | 38,584.19 |
| Equity | |
| Fund Balance - MCTC | 524,790.48 |
| Fund Balance - Trusts | 690,293.12 |
| Retained Earnings | 61,594.04 |
| Net Income | 46,425.73 |
| Total Equity | 1,323,103.37 |
| TOTAL LIABILITIES & EQUITY | 1,361,687.56 |

| Report to Modoc County Transportation Commission | |
|---|------------------------|
| Subject | Meeting Date |
| Regular Business | October 1, 2024 |
| Presented by | Agenda Item |
| MCTC Staff | 5 |

ATTACHMENTS – shown in **bold** below

1. Consider adopting **Resolution 24-06** authorizing the Executive Director to sign the **Memorandum of Understanding** with Caltrans for Regional Planning Assistance. *Action*
2. Consider approving **Amendment #1 to the 2024/25 Overall Work Plan**. *Action*

MODOC COUNTY TRANSPORTATION COMMISSION

RESOLUTION 24-06

AUTHORIZING THE EXECUTION OF THE MASTER FUND TRANSFER AGREEMENT (MFTA) FOR THE PERIOD OF

JANUARY 1, 2025, TO DECEMBER 31, 2034,

WHEREAS, Modoc County Transportation Commission (MCTC) has been designated by the State of California as the RTPA for Modoc County; and

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

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

WHEREAS, MCTC is an eligible recipient of federal, state, and local funding; and

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

WHEREAS, MCTC intends to delegate the authority to execute any agreements and amendments to the Executive Director;

NOW, THEREFORE, BE IT RESOLVED THAT THE MCTC HEREBY:

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

PASSED AND ADOPTED this 1st day of October 2024 by the following vote:

AYES: Commissioners:

NOES: None

ABSENT: Commissioners:

John Dederick, Chairman

ATTEST:

Debbie Pedersen, Executive Director

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

Recipient: **MODOC COUNTY TRANSPORTATION COMMISSION a Regional Transportation Planning Agency (RTPA)**

Effective Date of this Agreement: January 1, 2025

Termination Date of this Agreement: December 31, 2034

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

- ◆ State Rural Planning Assistance (RPA)
 - ◆ State Highway Account (SHA)
 - ◆ Road Maintenance and Rehabilitation Account (RMRA)
 - ◆ Federal Highway Administration (FHWA) State Planning and Research (SPR) - Partnership Planning
 - ◆ Federal Transit Administration (FTA)- State Planning and Research - Section 5304
 - ◆ Any other Federal or State funds administered by and through the California Department of Transportation, Office of Regional and Community Planning
-

This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as RTPA, established under Government Code Section 29532.1 or 29535 and Title 2 Code of Federal Regulations Part 200 (2 CFR Part 200) and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to RTPA by STATE for all these types of funds.

RECITALS

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

Regional and Community Planning.

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

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

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

ARTICLE 1-PROGRAM ADMINISTRATION

Section 1. Overall Work Program and Overall Work Program Agreement

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

conditions of this MFTA by reference.

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

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

Section 2. Quarterly Progress and Expenditure Reports

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

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

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

ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT

Section 1. Requests for Reimbursement

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

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

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

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

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

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

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

Section 2. Travel and Per Diem Reimbursement

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

Section 3. Final Request for Reimbursement and OWP Closeout Documentation

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

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

Section 4. Funding Contingencies

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

ARTICLE III - AUDITS AND REPORTS

Section 1. Cost Principles

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

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

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

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

Section 3. Record Retention/Audits

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

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

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

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

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1. Federal Certifications and Assurances

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

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

based on gender; and

- X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B. If awarded FTA planning funds, RTPA shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in the *Federal Register*, and found online at <https://www.transit.dot.gov>
- The Federal Certification may include, but is not limited to the following areas under "Assurances Required of Each Applicant:"
- 1. Standard Assurances
 - 2. Standard Assurances: Additional Assurance for Construction Projects
 - 3. Procurement
 - 4. Suspension and Debarment
 - 5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding
 - 6. American Rescue Plan Act Funding
- C. RTPA shall comply with the "California Department of Transportation Debarment and Suspension Certification" as required by U.S. DOT regulations on governmentwide Debarment and Suspension (non-procurement), 49 CFR 29.100.
- D. Copies of these annual Certifications and Assurances shall be included by RTPA in each final OWP.
- E. RTPA shall comply, and shall require its contractors, subcontractors, and subrecipients receiving funds or entering into agreements funded in whole or in part with funds administered through this MFTA to comply, with these Certifications.
- F. RTPA agrees to furnish documentation to STATE to support this requirement that all its agreements with contractors, subrecipients and subcontractors funded in whole or in part with funds administered through this MFTA, do contain provisions requiring adherence to this section in its entirety, as applicable.

Section 2. Disadvantaged Business Enterprise (DBE) Requirements

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

Section 3. Non-Discrimination Clause

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

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

Section 4. Federal Lobbying Activities Certification

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

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

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

ARTICLE V - GENERAL PROVISIONS

Section 1. Contract Award

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

Section 2. Contract Amendment

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

Section 3. Adjudication of Disputes by Way of Administrative Proceedings

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

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

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

Section 4. Intercept Clause

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

Section 5. Parties of Agreement

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

Section 6. Hold Harmless and Indemnification Clause

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

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

Section 7. Default

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

Section 8. Termination

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Contract Officer

Date: _____

MODOC COUNTY TRANSPORTATION COMMISSION

By: _____
Executive Director

Date: _____

By: _____
Attorney

Date: _____

APPENDICES

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

Budget Revenue Summary

| <i>Work Element</i> | Funding Type | | | | Total |
|---|--------------|----------|-------------------|------------|--------------|
| | RPA | PPM | Carryover RMRA | LTF | |
| 7001 OWP Development | \$30,000 | \$15,000 | | | \$45,000 |
| 7002 Public Participation and Interagency Coordination | \$35,000 | \$10,000 | | | \$45,000 |
| 7002.1 Public Participation Plan | \$500 | \$500 | | | \$1,000 |
| 7002.2 Title VI Plan Non-transit | \$500 | | | | \$500 |
| 7003 Regional Transportation System Management | \$17,500 | \$8,000 | | | \$25,500 |
| 7003.1 Regional Transportation Plan | \$30,000 | \$10,000 | | | \$40,000 |
| 7003.2 Regional Transportation Improvement Program | \$10,000 | \$1,500 | | | \$11,500 |
| 7004 Multimodal and Public Transportation | \$34,500 | \$3,000 | | | \$37,500 |
| 7005 Short Range Transit Plan | | | \$61,041.71 | \$7,909.00 | \$68,950.71 |
| Total | \$158,000 | \$48,000 | \$61,041.71 | \$7,909 | \$274,950.71 |

Work Element 7005 – 2024 Modoc Short Range Transit Plan

Purpose

The 2020 Performance Audit identified the need to have a Short Range Transit Plan (SRTP) completed. The goals are to develop a comprehensive plan that will identify future growth, existing and future regional transit needs, develop performance measures to track the performance of the system, and develop a feasible implementation plan for planning, operational funding, and capital needs for Sage Stage. MCTC submitted a Sustainable Communities Competitive Planning Grant in 2023 and was awarded the grant to prepare the SRTP. The SRTP will assist Modoc County Transportation Commission (MCTC) in setting policies, goals, operation, capital investments, and marketing for Sage Stage. The plan will recommend modifications to enhance and efficiently operate our services. We have 3 intercity routes and our local bus service that provides rides within 10 miles of Alturas.

Previous Tasks

2013 Short Range Transit Plan. Implemented Action items from the plan, rebranded the buses, improved marketing, modified fare revenue structures, created sagestage.com website, strengthened stakeholder partnerships, created agency specific fare cards for social service agency's clients, and implemented other service enhancements. Attended the grant kick off meeting, developed and circulated the Request for Proposals (RFP), negotiated, and awarded grant, and provided the consultant notice to proceed. Kickoff meeting with team members and begin collecting and analyzing data.

SRTP Tasks

- a. Project administration - administer the contract and oversee the consultant (5%).
- b. Existing conditions will be analyzed and summarized by the consultant and include existing operations, capital assets, funding/budgets, perform ride a longs and peer contacts, and interview passengers.
- c. The consultant will perform a detailed analysis of future trends and demand, costs, budgets, ridership, farebox, and provide 3 alternative service modes with a recommended preferred model.
- d. The consultant will conduct outreach and present a summary of the plan development and actions.
- e. MCTC will convene the Advisory Committee (SSTAC) and analyze agencies, stakeholders, and peers; recommend best practices and identify opportunities to coordinate services and new connections.
- f. Consultant will prepare the Draft SRTP including an executive summary and summary of actions.
- g. The Final Plan will be adopted by the MCTC following a public hearing; the consultant will provide electronic and ADA accessible copies of the final plan.
- h. The MCTC will approve the Final Modoc SRTP during a public meeting. MCTC staff will prepare the agendas, legal notices, staff reports, and meeting minutes.

| Products | Due Dates |
|---|---------------|
| Summary of existing data, reports, and plans | Jul-Sept 2024 |
| Advisory Committee meetings, agendas, notes | As needed |
| Flyers, newspaper and website announcements, sign in sheets, community surveys, presentations, and plan assumptions – various months | May 2024 |
| Public Outreach Various Months – agendas, notes | As needed |
| Advisory committee meetings, agendas, note, action items. | As needed |
| Public Outreach flyers, newspaper and website announcements, sign in sheets, community and onboard surveys, presentations, and plan assumptions | As needed |
| Draft Plan, public comments, staff report, action plan summary, minutes, agenda, legal notice. | Jan 2025 |
| MCTC agenda, legal notice, staff report, presentation materials, legal notice, and meeting minutes with MCTC acceptance/approval. | Apr 2025 |
| Final Plan (ADA accessible) electronic copy and paper copy. | Apr 2025 |

| Work Element 7005 | | | | |
|-------------------|-----|-----|-------------------|---------|
| | RPA | PPM | Carryover RMRA | LTF |
| Total | | | \$75,000 | \$9,717 |

| Work Element | Funding Type | | | | Total |
|-------------------------------------|--------------|-----|-------------------|---------|----------|
| | RPA | PPM | Carryover RMRA | LTF | |
| 7005 Short Range Transit Plan | | | \$75,000 | \$9,717 | \$84,717 |

| Grant Fiscal Year | FY 2023-24 | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|---|-----------------|-----------------------------|--------------------------------|-------------------------------|------------|---|---|---|------------|---|---|---|------------|---|---|---|---|---|---|---|---|---|---|---|
| Project Title | Modoc Short Range Transit Plan | | | | | | | | | | | | | | | | | | | | | | | | |
| Organization (Legal name) | Modoc County Transportation Commission | | | | | | | | | | | | | | | | | | | | | | | | |
| Disclaimers | Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator | | | | | | | | | | | | | | | | | | | | | | | | |
| Reimbursements/ Invoicing | Does your agency plan to request reimbursement for indirect costs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | | | | | | | | | | | | | | | | | | |
| Task # | Task Title | Grant Amount* | Estimated Local Cash Match* | Estimated Local In-Kind Match* | Estimated Total Project Cost* | FY 2023/24 | | | | FY 2024/25 | | | | FY 2025/26 | | | | | | | | | | | |
| | | | | | | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F |
| 01 | Project Administration (no more than 5% of total grant funds) | \$3,749 | \$486 | \$0 | \$4,235 | | | | | | | | | | | | | | | | | | | | |
| 02 | Consultant Procurement | \$7,500 | \$972 | \$0 | \$8,472 | | | | | | | | | | | | | | | | | | | | |
| 03 | Existing Conditions | \$10,000 | \$1,296 | \$0 | \$11,296 | | | | | | | | | | | | | | | | | | | | |
| 04 | Analysis | \$17,000 | \$2,203 | \$0 | \$19,203 | | | | | | | | | | | | | | | | | | | | |
| 05 | Public Outreach | \$12,000 | \$1,555 | \$0 | \$13,555 | | | | | | | | | | | | | | | | | | | | |
| 06 | Advisory Committee Meetings | \$8,000 | \$1,036 | \$0 | \$9,036 | | | | | | | | | | | | | | | | | | | | |
| 07 | Draft and Final Plan | \$14,000 | \$1,814 | \$0 | \$15,814 | | | | | | | | | | | | | | | | | | | | |
| 08 | Board Review/Approval | \$2,750 | \$356 | \$0 | \$3,106 | | | | | | | | | | | | | | | | | | | | |
| Totals | | \$74,999 | \$9,718 | \$0 | \$84,717 | | | | | | | | | | | | | | | | | | | | |

OVERALL WORK PROGRAM AGREEMENT (OWPA)
Modoc County Transportation Commission

MFTA#: 74A0795
 AGENCY DUNS#: 131717071 CFDA
 AGENCY UEI#: RS4WSH6EPB5K9

FY: 2024/25 OWP Board Approval Date: 10/01/2024 Amendment #: 1

10*01/2024

- All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA) that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.
- Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.
- Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

| CFDA # | Funding Source | MIN Required Match % | CURRENT FY Allocated Programmed Amount | CARRYOVER Programmed Amount | Toll Credit Match | Local/In-Kind Match | TOTAL Estimated Expenditures |
|--------|--------------------------------|----------------------|--|-----------------------------|-------------------|---------------------|------------------------------|
| 20.205 | FHWA PL (Toll Credit) | 11.47% | | | | | \$0.00 |
| 20.205 | FHWA PL (Local/In-kind Match) | 11.47% | | | | | \$0.00 |
| 20.205 | FHWA PL-Complete Streets | 0.00% | | | | | \$0.00 |
| 20.505 | FTA 5303 (Toll Credit Match) | 11.47% | | | | | \$0.00 |
| 20.505 | FTA 5303 (Local/In-kind Match) | 11.47% | | | | | \$0.00 |
| 20.505 | FTA 5304 | 11.47% | | | | | \$0.00 |
| 20.205 | FHWA SPR | 20.00% | | | | | \$0.00 |
| | RPA | 0.00% | \$158,000.00 | | | | \$158,000.00 |
| | RPA Grants | 0.00% | | | | | \$0.00 |
| | SHA Grants | 11.47% | | | | | \$0.00 |
| | SB1 Formula | 11.47% | | \$61,041.70 | | \$7,909.00 | \$68,950.70 |
| | SB1 Competitive | 11.47% | | | | | \$0.00 |
| | SHA-Climate Adaptation | 11.47% | | | | | \$0.00 |
| | Total Programmed Amount | | \$158,000.00 | \$61,041.70 | \$0.00 | \$7,909.00 | \$226,950.70 |

| Agency Certification of Programmed Funds | |
|---|-----------|
| The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency. | |
| _____ | 10/1/2024 |
| Authorized Signature | Date |
| Debbie Pedersen, Executive Director | |
| Printed Name and Title | |

| District Approval of Programmed Funds | |
|--|-------|
| The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP. | |
| _____ | _____ |
| Authorized Signature | Date |
| Printed Name and Title | |

| (HQ Department of Transportation Use Only) | | | | | |
|--|-------------|------------------------|--------------------|------------|-----------|
| The total amount of FEDERAL funds encumbered by this document are: \$ _____ | | | | | |
| Fund Title: _____ | Item: _____ | Chapter Statute: _____ | Fiscal Year: _____ | | |
| The total amount of STATE funds encumbered by this document are: \$ _____ | | | | | |
| Fund Title: _____ | Item: _____ | Chapter Statute: _____ | Fiscal Year: _____ | | |
| <i>Encumbrance Details:</i> | | | | | |
| Fed/State | CT | Acct Line # | Project ID | Phase/Fund | Amount \$ |
| | | | | | |

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

 Signature of Department of Transportation Resources/Accounting Officer

 Date

Report to Modoc County Transportation Commission

| | |
|---|--|
| Subject Agency Updates and Project Status Reports | Meeting Date October 1, 2024 |
| Presented by Each Respective Agency | Agenda Item 6 |

a. **Alturas Public Works Dept. - City Streets**

Warren Farnum/Domnick Budmark

- West 8th Street (PPNO 2584)
- Court Street (PPNO 2591)
- West C Street (PPNO 2592)

b. **Modoc County Road Dept. - County Roads**

Mitch Crosby

- County Road 111 (PPNO 2581) – CON phase
- CR 55 (PPNO 2438)
- Active Transportation Program Cycle 6 – Cedarville Pedestrian Improvements
- County Clean California grant – Veteran’s Memorial Part Improvements

c. **Caltrans District 2 – Regional Planning Liaison**

Skip Clark

d. **MCTC -**

Debbie Pedersen

- Regional Transportation and ZEV Plans
- Modoc 2024 Short Range Transit Plan
- Fiscal audits
- Performance Audit

| Report to Modoc County Transportation Commission | |
|--|--|
| Subject Staff Update and Calendar | Meeting Date October 1, 2024 |
| Presented by Debbie Pedersen, Executive Director | Agenda Item 7 |

Staff Updates, Correspondence, and Calendar

Calendar

MCTC Meeting schedule – 1:30 Sage Stage Conference Room, Alturas, CA 96101

- 12/03/2024

Modoc TAC Meeting Schedule - 1:00 p.m. Sage Stage Conference Room, 108 S Main St., Alturas

- 11/06-2024

Office Holiday Schedule

- Columbus Day – October 14, 2024-
- Veterans Day – November 11, 2024
- Thanksgiving – November 28, 2024
- Day following Thanksgiving – November 29, 2024