

LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANNING AGENCY



John L. Clerici, Executive Secretary

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

P.O. Box 1028
Susanville, CA 96130

Date Posted: APRIL 9, 2026

To: THE LASSEN COUNTY TRANSPORTATION COMMISSION:

Russ Brown, Vice-Chair (City Council)
Mendy Schuster (City Council)
Dawn Miller, Chair (City Council)

Tom Neely, (Co. Supervisor)
Jason Ingram, (Co. Supervisor)
Aaron Albaugh (Co. Supervisor)

Subject: REGULAR MEETING

of the

LASSEN COUNTY TRANSPORTATION COMMISSION

A meeting of the Lassen County Transportation Commission has been scheduled for Monday, April 13, 2026, at 1:30 p.m.

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

The meeting will use zoom for remote viewers.

Join Zoom Meeting

<https://us06web.zoom.us/j/81927813924>

Meeting ID: 819 2781 3924

Passcode: 951400

One tap mobile

+16694449171,,81927813924#,,, *951400# US

+12532158782,,81927813924#,,, *951400# US

The Agenda is as follows:

(1) CONVENE

1.1 Pledge of Allegiance

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

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

1.3 Approval of the Minutes for October 20, 2025, Regular Meeting: **Motion Required**

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

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

1.41 Payment of Clerici Consulting for Executive Secretary and LCTC staffing fees and costs in the amount of \$46,119.50. *

REQUESTED ACTION: Approve payment of Clerici Consulting fees and costs in the amount of \$46,119.50 as shown in Invoice #009-70 for March 2026.

1.42 Low Carbon Transit Operations Program (LCTOP) Exchange Request.*

REQUESTED ACTION: 1) Adopt Resolution 26-03 authorizing the request to exchange LCTOP funds and designating the Executive Secretary as the Authorized Agents on behalf of the Commission, and 2) authorize Executive Secretary to sign agreements, and submit all documentation necessary to negotiate for and receive LCTOP exchange funds.

1.43 Request for Letter of Support – HLVRCD NFWF Western Big Game 2026 Proposal.*

REQUESTED ACTION: Approve the Chair to sign a letter of support for the Honey Lake Valley Resource Conservation District National Fish & Wildlife Foundation Western Big Game 2026 grant proposal.

1.44 Staffing Services Agreement Amendment No. 3.*

REQUESTED ACTION: Approve Resolution 26-04 for Amendment No. 3 to the Agreement with Clerici Consulting for Staffing Services to add the position of Senior Advisor (with associated billing rate) to the Payment to the Contractor.

(2) CORRESPONDENCE/PUBLIC COMMENT

(3) REPORTS

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

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

(4) NEW BUSINESS

4.01 ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

- There are no closed session items.

4.02 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

4.10 ACTION/DISCUSSION ITEMS

4.11 Adoption of The Written Procurement Policy and Procedures for Federal Grant Awards and Caltrans Local Assistance Procedures Manual Chapter 10*

REQUESTED ACTION: BY MOTION: Adopt Resolution 26-01 Authorizing the Adoption of The Written Procurement Policy and Procedures for Federal Grant Awards and Caltrans Local Assistance Procedures Manual Chapter 10

4.12 Master Agreement, for Federal Aid Project *

REQUESTED ACTION: Approve the Master Agreement, forvFederal Aid Project and the Administration of Transportation Funds, period of April 14, 2026 until superseded & Adopt Resolution 26-02 Authorizing the Executive Secretary to sign the Master Agreement and all related documents.

4.13 Fiscal Year 2026/27 Draft Overall Work Program and Budget *

REQUESTED ACTION: BY MOTION, authorize staff to release the Draft Overall Work Program and Budget (OWP) for FY 2026/27 to the public for circulation, review, and comment.

(5) INFORMATION ITEMS

5.01 Executive Secretary Report

Updates:

- US 395 Coalition – Corridor projects
- Wildlife Crossing
- Legislation

(6) CORRESPONDENCE

6.01 None

(7) OTHER BUSINESS

7.1 Matters brought forth by the Commission

7.2 Next Commission Meeting – **Monday, May 11, 2026, at 1:30 p.m.**

7.3 Adjourn

* Attachment

Enclosure

^ Handout

ITEMS TENTATIVELY SCHEDULED FOR FUTURE MEETINGS: Final FY 26/27 OWP and Budget, Transit needs hearing, briefing on US 395 Freight Feasibility Study

LASSEN COUNTY TRANSPORTATION COMMISSION

MINUTES

Regular Commission Meeting

January 10, 2026

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

1:30 P.M. Open Session

1:30 P.M. OPEN SESSION

1. Convene

The Chair called the meeting to order at 1:36 P.M.

Roll Call: Present: Albaugh, Brown, Ingram, Miller, Neely, Schuster
Absent:

1.1 Pledge of Allegiance

The Pledge of Allegiance to the Flag was waived.

1.2 Adoption of Agenda:

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

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

1.3 Approval of the November 10, 2025 Regular Meeting Minutes

The Commission was asked to adopt the Minutes of their November 10, 2025, as presented by staff.

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

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

1.31 Election of Chairperson and Vice-Chairperson

The Commission was asked to elect a Chairperson to preside at meetings of the Commission for the balance of the calendar year 2026.

It was moved by Commissioner Schuster to nominate Commissioner Miller for Chair and it was moved by Commissioner Albaugh to nominate Commissioner Brown for Chair. The selection was passed by the following vote:

For Miller: Brown, Ingram, Miller, Schuster
For Brown: Albaugh, Neely

Commissioner Miller was selected as Chair for 2026.

It was moved by Commissioner Neely to nominate Commissioner Brown to remain as Vice-chair. No other nominations were made. The selection was passed by unanimous vote.

1.4 Approval of Consent Calendar

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

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

2. CORRESPONDENCE/PUBLIC COMMENT

No written communication was received.

Verbal communications:

Elizabeth Norton commented on the good work done by Caltrans for clearing Forest Service recreational staging areas after the recent snow storms.

3. REPORTS

3.1 Caltrans

Michael Oguro and Drew Battle, provided updates to the Commission on Caltrans activities in Lassen County.

Michael Oguro reported that the Ash Street Complete Streets project, which they had hoped to report on in March, was pushed out a year due to budget issues. And that they continued to work with the Executive Secretary and Mark Thomas on the US 395 wildlife crossing project.

Commissioner Miller asked if the earthquakes had any impact on the Fredonyer Pass Bypass project. Michael responded that they had not.

Commissioner Albaugh asked when the D2 Director up for a visit. Michael responded that Brent Ditzler was Acting Director and that he would ask when he could make the trip up.

Drew Battle provided an update on the US 395 Freight Feasibility Study. He noted that an Admin draft was being finalized and would be available for internal review by mid-February, and that John Clerici would be provided an opportunity to comment.

Commissioner Neely asked about keeping A21 open as a bypass for Fredonyer Pass. Michael Oguro commented that Caltrans met with the County Public Works and Sheriff and determined that it was not necessary. Commissioners expressed concern that through traffic and emergency responders might get stuck if the pass were to be blocked indefinitely.

3.2 CHP

No update was provided.

3.3 City of Susanville

No update was provided.

3.4 Lassen County

Pete Hiembigner reported that they had met with Caltrans to discuss maintenance of a bypass road (A21) in the event that the Fredonyer Pass bypass project became impassable during the winter. He mentioned that they did not have any plans to provide funding to keep any county roads open as a contingency.

3.5 Susanville Indian Rancheria

No update was provided.

4 NEW BUSINESS

4.01 Announcement of Items to be Discussed in Closed Session

There was no closed session.

4.02 Announcement of Action Taken in Closed Session

There was no closed session.

4.10 Action/Discussion Items

4.11 Lassen GIS Plan and Update – Final Report *

The Commission received a final report on the Lassen GIS update by Michelle Boivin and Erika Colaiacomo of Geographical Technologies Group. They highlighted their work with a variety of stakeholders (Lassen County, City of Susanville and the Susanville Indian Rancheria) and demonstrated some of the GIS outputs developed as a result of the collaboration.

Commission staff explained that the GIS grant (from Caltrans) had been expended and that they would be preparing the necessary paperwork to close out the project.

This was a discussion item no action was required from the Commission.

4.12 Volcanic Legacy Scenic Byway All American Road – Improvement and Enhancement Plan - Update *

Maree Forbes Gaughan of the National Travel Center provided an update on their efforts to develop a comprehensive evaluation of the byway. This evaluation pursues the recommendation in the Phase 1 report to develop a comprehensive, and executable, improvement plan for the VLSBAAR. The scope of that effort, or phase 2, achieves the intent to deliver the most inspiring experience and increase the economic development in the 36 cities, towns, and unincorporated communities along the way. Her report highlighted findings in the Improvement and Enhancement Plan including changes, enhancements, and other innovations that can be implemented to make that happen. It describes what those changes would entail, and how they can be implemented.

Commissioner Albaugh asked about areas that were hit by fire leaving them natural rather than restoring them. Maree agreed that they could be interpreted as natural forces reclaim the area. Aaron also asked who would oversee the execution of this effort. Maree mentioned the byway oversight group, but also that a local group like the Chamber of Commerce could be utilized.

Commission staff explained that this work will be continued in the OWP for FY 2026/27.

This was a discussion item no action was required from the Commission.

5. INFORMATION ITEMS

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

5.01 Executive Summary Report

The Executive Secretary reported the following:

- **US 395 Update** – Reported that projects in the US 395 corridor were continuing.
- **Wildlife Crossing Grant** – Staff hopes to have a publicly accessible version of the potential crossing locations by March 2026.
- **Legislation** – There were no updates on current state legislation.

6. CORRESPONDENCE

None.

7. OTHER BUSINESS

7.1 Matter brought forth by the Commissioners

No items were brought forth by the Commissioners.

7.2 Next Commission Meeting

Next meeting of the LCTC will be on Monday, March 9, 2026, at 1:30 PM, at the City of Susanville, City Council Chambers, 66 North Lassen Street, Susanville, CA.

7.3 Adjourn

The meeting was adjourned at 2:51 p.m.

Submitted for approval by:



John Clerici
Executive Secretary



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600
SACRAMENTO, CA 95814


P.O. Box 1028
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

Staff Report

Date: April 8, 2026 **AGENDA ITEM 1.41**

To: Lassen County Transportation Commission

From: John L Clerici, Executive Secretary 

Subject: Payment of Clerici Consulting for Executive Secretary and LCTC staffing fees and costs in the amount of \$ \$46,119.50

REQUESTED ACTION

Approve payment of Clerici Consulting fees and costs in the amount of \$46,119.00 as shown in Invoice #009-70 for March 2026.

PAST ACTION

This is the Seventieth invoice under the contract with Clerici Consulting for Executive Secretary and staff services. This invoice includes a detailed invoice for charges for sub-consultants Borroum Engineering in the amount of \$13,740.00 and for LSC Transportation Consultants in the amount of \$15,939.00.

DISCUSSION

Attached is Invoices #009-70, with supporting documentation, and a detailed Progress Report for the period beginning March 1, 2026, and ending March 31, 2026.

Note: This is the twenty-fourth invoice to include separate billing for the US 395 Wildlife Crossing grant effort. This grant is separate from our traditional Overall Work Program duties and will be addressed as a stand-alone item in LCTC staffing invoices.

Key items of work completed in the last month in support of the OWP included the following:

- Followed up on LCTC January Commission meeting
- Provided administrative support to the GIS study project – completed grant and began closing
- Engaged stakeholders (US 395 Coalition) and provided update on all transportation activities on US 395
- Participated in kick-off meetings with Caltrans for two planning grants

Key items of work completed in the last month in support of the WCB Wildlife Crossing grant included the following:

- Attended site visit for the three preferred crossing options (Bass Hill, Doyle, Red Rock)
- Provided administrative support to the US 395 Wildlife Crossing Study effort
- Provided outreach to the US 395 region on the wildlife crossing effort as needed
- Attended kick-off meeting for the Bizz Johnson Trail extension effort
- Reviewed project alternatives with project team

These charges are consistent with the billing trends for the FY 2025/26 OWP budget and the WCB Wildlife Crossing budget to date.

Attachments (1)

INVOICE

Project Title:

**Lassen County Transportation Commission
Executive Secretary and Staffing Services**

Date: April 1, 2026
Invoice # 009-070
Billing Cycle Ended: 3/31/2026 (March 1, 2026 - March 31, 2026)

Clerici Consulting
1555 Sean Drive
Placerville, CA 95667
530-919-9739
jlfclerici@gmail.com

To: **Ms. Dawn Miller, Chair**
Lassen County Transportation Commission
PO Box 1028
Susanville, CA 96130

Staff Member	Hours OWP	Hours WCB	Total Hours	Total Cost
John Clerici	78.00	24.00	102.00	\$ 16,440.00
Borroum Engineering	March			\$ 13,740.00
LSC Transportation Consultants	March			\$ 15,939.50
Misc Charges				No Charge
Travel (Lodging, meals)				No Charge
TOTAL				\$ 46,119.50
Prior Balance				\$ 53,541.50
Payment				\$ 53,541.50
Total Due				\$ 46,119.50

Thank you for your history of prompt payment! As a small business, we greatly appreciate it!

4/1/2026

Billing Detail for Clerici Consulting --

Hours											
Date	WE 100 - OWP Administration	WE 601A - General/General Transportation Planning	WE 601B - Active Transportation Planning	WE 601C - Transit Planning	WE 602 - Programming	WE 603 - Outreach	WE 604 - TDA	WE 705 - ZEV	WE 706 - GIS	Wildlife Crossing	Labor Sub-Total OWP hours only
March											
											0
2				2							2
3		2	2							1	4
4		1			1						2
5	1	2			2					1	5
6	1	2			2		1			8	6
											0
											0
9	1	2					1			1	4
10	2	1			1	1				1	5
11											0
12											0
13	1	3			1	2				1	7
											0
											0
16		2		1							3
17		2		1						2	3
18		4					3			1	7
19	1	1								1	2
20		4		1	4					2	9
											0
											0
23	1	1			1					2	3
24		1			1					1	2
25		2			1					1	3
26		3	1	1	1					1	6
27		2			2						4
											0
											0
30					1						1
31											0
Total OWP	8	35	3	6	18	6	2	0	0		78
Billing Rate: \$160											
	\$ 1,280.00	\$ 5,600.00	\$ 480.00	\$ 960.00	\$ 2,880.00	\$ 960.00	\$ 320.00	\$ -	\$ -		\$ 12,480.00

WCB Hours		24
Total WCB	WCB Billing Rate: \$165.00	\$ 3,960.00

Total Labor \$ 16,440.00

PROGRESS REPORT
CLERICI CONSULTING ACTIVITIES

Project: Lassen County Transportation Commission
Clerici Consulting Project 009-070
Period: March 1, 2026 – March 31, 2026

WORK COMPLETED (through March 31, 2026)

SPECIFIC WORK ELEMENT RELATED ACTIVITIES

- **Work Element 100 – Administration**
 - Provided follow-up for the January 2025 Regular Commission meeting
 - Prepared agenda and materials for April 13, 2026 LCTC Meeting
 - Performed other administrative duties as required

- **Work Element 601A – General/General Transportation Planning**
 - Attended meeting to discuss FY 26/27 OWP and Budget Caltrans District 2 staff
 - Prepared Agenda and materials for March US 395 Sierra Alliance Meeting
 - Attended March 18 US 395 Sierra Alliance Meeting and provided follow-up to meeting attendees
 - Attended Caltrans Rural VMT Issues workshop (3/24)

- **Work Element 601B – Active Transportation Programming**
 - Attended Bizz Johnson Feasibility Study kick-off meeting (3/3)
 - Attended coordination meeting on ATP grant with Caltrans D2 staff and City of Susanville staff (3/18)

- **Work Element 601C – Transit Planning**
 - Attended meeting with County Staff, transit operator, and commission staff on providing interim transit management for LTSA (3/2)

- **Work Element 602 – Programming**
 - Provided follow-up with member jurisdictions for January CTC actions
 - Provided assistance in programming additional Carbon Reduction Program funds to LTSA
 - Processed RSTP Claim for FY 25/26
 - Provided comment on Caltrans VMT rural county study
 - Received and reviewed US 395 Feasibility Study

- **Work Element 603 – Outreach**
 - Provided interagency outreach through the LCTC Technical Advisory Committee
 - Provided follow-up to January TAC meeting
 - Prepared agenda and materials for the April 6, 2026 TAC Meeting
 - Participated in RTPA transportation workshop
 - Attended:
 - Sierra Alliance briefed meeting attendees (3/25)
 - Rural Counties Task Force (3/13)
 - Continued updated to Lassen CTC website with new information on highway projects and reformatted pages for agenda and meeting information

- **Work Element 604 – TDA**
 - Processed other TDA related claims and transfers as needed

- **Work Element 706 – GIS Lassen County**
 - No work was performed in this work element.

- **WCB - Wildlife Crossing**
 - Participated in project development meeting (3/20)
 - Attended preferred site visit on US395 (3/6)
 - Provided updates to stakeholders as required
 - Sierra Alliance (3/25)
 - US 395 Coalition (3/18)
 - Reviewed and edited draft informational materials for public meetings
 - Updated project webpage
 - Performed administrative duties as required to implement grant

4/2/2026

INVOICE TO CLERICI CONSULTING (re. Lassen County Transportation Commission)

Borroum Engineering

633 Tamarindo Way

March 1, 2026 to March 31, 2026

DATE	HOURS													Labor Sub-Total OWP Hours	OWP Task 707- Wildlife		
	OWP Task 100- Administration	OWP Task 601A - Transportation Planning - General	OWP Task 601B - Active Transportation Planning	OWP Task 601C - Transit Planning	OWP Task 602 - Programming	OWP Task 603 - Outreach	OWP Task 604 - TDA	SB 125	OWP Task 607- EV Charging	OWP Task 608- Blizz Johnson	OWP Task 706- GIS	Total					
March																	
1W																	
2		3		1													0
3		4		1	2												7
4																	8
5		2															5
6																	2
7W																	2
8W																	0
9		2															0
10					2												3
11		5															7
12																	5
13		4															6
14W																	4
15W																	0
16		4			2												0
17		4															7
18																	4
19																	5
20																	4
21W		4															4
22W																	0
23		3															6
24		6			2												9
25																	4
26		5															5
27																	0
28W																	0
29W																	0
30																	0
31																	0
TOTAL	0	46	2	4	10	6	21	0	9	0	0	Total	98	10			
Engineer													16				
Planner	0	46	2	4	10	6	21	0	9	0	0	Total	82				
Rate: Engineer \$150/Hour	\$ -	\$ -	\$ -	\$ 300.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,080.00	\$ -	\$ -	Total	\$ 2,400.00				
Rate: Planner \$120/Hour	\$ -	\$ 5,520.00	\$ -	\$ -	\$ -	\$ 720.00	\$ 2,520.00	\$ -	\$ 1,080.00	\$ -	\$ -	Total	\$ 9,840.00				
Totals	\$ -	\$ 5,520.00	\$ 300.00	\$ 600.00	\$ 1,500.00	\$ 720.00	\$ 2,520.00	\$ -	\$ 1,080.00	\$ -	\$ -	Total	\$ 12,240.00				
WCB Hours														10			
Total WCB														10			

Total this invoice: \$ 13,740.00

WCB Billing Rate: \$150.00

[Handwritten Signature]
4/3/26

Borroum Engineering

OWP Work assignments

Invoice period for March 1, 2026 to April 1, 2026

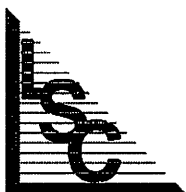
- With Caltrans, the Commission, the County and the City of Susanville work on updating the long-range transportation projects in the RTP, including amending the RTP as needed. This includes work on data collection, planning Rt 36 and 395, non-vehicular transportation, transit systems. This also includes work to analysis the County demographic changes. (OWP work element 601A, 601B, 601C, 706)
- With the local transit operator, Caltrans, the County, the City, and the County Auditor to identify available funding, and assist the Commission's project prioritization and programming processes. (OWP work element 602)
- With the local partners, work on refining an outreach plan. Prepare materials for workshop and outreach and for website (OWP work element 603)
- With the independent auditor and the County Auditor addressing audit findings, address claims for ensuing year, preparing year end audit reports (OWP work element 604)
- Initiate the triannual performance audit (OWP work element 604)
- Administration support for the grant (contracts, budgets and schedules, and invoicing) (OWP work element 706)

Borroum Engineering

Work assignments – Wildlife O/C

Invoice period for March 1, 2026 to April 1, 2026

- Review consultant work status
- Review with consultant work schedule
- Revise invoicing process
- Prepare invoice
- Review alternative identification products
- Prepare materials for outreach and workshops



LSC Transportation Consultants, Inc.
 1889 York St.
 Denver, CO 80206
 303-333-1105

John Clerici Consulting
 John Clerici
 1555 Sean Dr.
 Placerville, CA 95667

Invoice number 82971
 Date 04/08/2026

Project **P256090 LCTC FY 25-26 Staffing Assistance**

Professional Services rendered through 03/29/2026
 Project Manager: Acadia W. Davis

Professional Fees

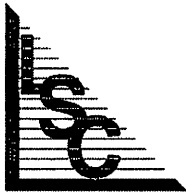
	Hours	Rate	Billed Amount
Acadia W. Davis	35.50	153.00	5,431.50
Alexandra C. Silverman	4.00	104.00	416.00
Christopher R. Sterner	22.50	133.00	2,992.50
Genevieve A. Evans	7.50	286.00	2,145.00
Judy Crum	19.50	91.00	1,774.50
William P. Garner	1.25	260.00	325.00
Professional Fees subtotal	90.25		13,084.50

Consultant

	Billed Amount
Lefrancois Engineering	2,855.00
Invoice total	15,939.50

Invoice Summary

Description	Contract Maximum	Prior Billed	Current Billed	Remaining
Task 1: WE 601 General Planning	39,000.00	31,412.50	1,869.00	5,718.50
Task 2: WE 601 Active Transportation Planning	5,000.00	3,431.00	0.00	1,569.00
Task 3: WE 601 Transit Planning	18,000.00	10,448.00	2,237.50	5,314.50
Task 4: WE 602 Regional Transportation Planning	10,000.00	4,400.00	3,164.00	2,436.00
Task 5: WE 603 Community Engagement / Outreach	18,000.00	6,715.00	1,878.50	9,406.50
Task 6: WE 605 SB 125	5,000.00	1,657.50	0.00	3,342.50
Task 7: WE 607 EV Charging Plan	800.00	560.00	0.00	240.00
Task 8: WE 608 Bizz Johnson	104,410.00	10,857.50	6,790.50	86,762.00
Task 9: WE 707 US 395 Wildlife Crossing	20,000.00	270.00	0.00	19,730.00
Total	220,210.00	69,751.50	15,939.50	134,519.00



John Clerici Consulting
Project **P256090 LCTC FY 25-26 Staffing Assistance**

Invoice number 82971
Date 04/08/2026

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
82794	03/09/2026	19,132.00		19,132.00			
82971	04/08/2026	15,939.50	15,939.50				
	Total	35,071.50	15,939.50	19,132.00	0.00	0.00	0.00



**TRANSPORTATION PLANNING AND
TRAFFIC ENGINEERING CONSULTANTS**

2690 Lake Forest Road, Suite C
Post Office Box 5875
Tahoe City, California 96145
(530) 583-4053 FAX: (530) 583-5966
info@lsctahoe.com

Date: April 8, 2026

John Clerici
1555 Sean Drive
Placerville, CA 95667

Project: FY 2025-26 LCTC Staffing Assistance

Dear Mr. Clerici:

The following is a summary of work performed for the Lassen County Transportation Commission staffing team for the month of March 2026 for each OWP Work Element:

Work Element 601 – Total \$4,106.50

- A) General Planning - \$1,869.00
- Attended regularly scheduled Commission and LCTC Team meetings
 - Coordinated with County agencies
 - Reviewed planning and financial documents
- B) Active Transportation Planning - \$0
- C) Transit Planning - \$2,237.50
- Reviewed and analyzed LTSA operating and financial data
 - Assisted with LTSA reporting requirements and administration

Work Element 602 – Regional Transportation Programming - \$3,164.00

- Research future project development
- Coordination with regional transportation entities

Work Element 603 – Community Outreach and Engagement - \$1,878.50

- Revised LCTC website/outreach materials
- Developed regional bikeways map
- Coordination, outreach, and recruitment for the SSTAC meeting

Work Element 605 – SB 125 - \$0

Work Element 607 – EV Charging Plan - \$0

Work Element 608 – Bizz Johnson - \$6,790.50

- Conducted project kick off meeting
- Existing Conditions analysis and background research
- Stakeholder coordination and engagement

**Consultant to Work Element 608: \$2,855.00*

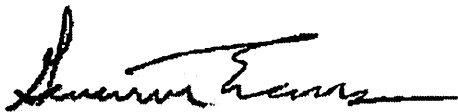
- *Attended Kick Off meeting*
- *Background research and data collection*

Work Element 707 – US 395 Wildlife Crossing - \$0

Grand Total for March: \$15,939.50

Please find more detail in the attached pages.

Respectfully Submitted,



Genevieve Evans
Principal
LSC Transportation Consultants Inc.



John L. Clerici, Executive Secretary

Staff Report

Date: April 8, 2026

AGENDA ITEM 1.42

To: Lassen County Transportation Commission

From: John L Clerici, Executive Secretary

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

Subject: Low Carbon Transit Operations Program (LCTOP) Exchange Request

REQUESTED ACTION

By motion, 1) Adopt Resolution 26-03 authorizing the request to exchange LCTOP funds and designating the Executive Secretary as the Authorized Agents on behalf of the Commission, and 2) authorize Executive Secretary to sign agreements, and submit all documentation necessary to negotiate for and receive LCTOP exchange funds.

BACKGROUND

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862 (SB862). The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities.

Previously the LCTC has allocated LCTOP funds to projects that enhance or improve bus stops including benches, shelters, trash cans, solar lighting, bus shelter concrete pads, sidewalk, and curb gutter at stops and park and ride facilities within the County of Lassen. Since 2022 the LCTC and LTSA agreed to exchange the LCTOP funds with the Tehama County Transportation Commission because our region did not have sufficient projects and TCTC has had projects, which could use the funds.

DISCUSSION

Lassen County Transportation Commission staff was informed that funding in the amount of \$50,465 of LCTOP funds is available under the LCTOP FY 25-26 program. Per Public Resource Code 75230 (f) (1-3), moneys from the program shall be expended to provide transit operating or capital assistance that meets any of the following:

1. Expenditures that directly enhance or expand transit service by supporting new or expanded bus or rail services, new or expanded water-borne transit, or expanded intermodal transit facilities, and may include equipment acquisition, fueling, and maintenance, and other costs to operate those services or facilities.
2. Operational expenditures that increase transit mode share.

3. Expenditures related to the purchase of zero-emission buses, including electric buses, and the installation of the necessary equipment and infrastructure to operate and support zero emission buses.

For this year, as they did the previous three years, the Lassen Transit Services Agency (LTSA) management has determined that they have no eligible projects for this funding cycle. As they did in the previous three funding cycles, LTSA has inquired with the Tehama County Transportation Commission to see if they would be interested in exchanging the FY 25-26 allocation of LCTOP funds for an equal amount of LTF funds. The Tehama County Transportation Commission responded that they wish to execute the exchange as they had before. As it did in previous years, this exchange would apply to this year's allocation only.

LTSA has inquired with Caltrans staff overseeing the LCTOP program, and they have confirmed that this exchange is allowed under statute.

RECOMMENDATION

Staff recommends that the Commission apply adopt Resolution 26-03 and direct the Executive Secretary to work with LTSA to prepare and sign all appropriate agreements to execute the exchange with the Tehama County Transportation Commission.

Attachments (1)

LASSEN COUNTY TRANSPORTATION COMMISSION
Amended Resolution 26-03

AUTHORIZATION FOR THE EXECUTION OF AN EXCHANGE OF
THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FUNDS WITH
THE TEHAMA COUNTY TRANSPORTATION COMMISSION

WHEREAS, the Lassen County Transportation Commission is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Lassen Transit Services Agencies (LTSA) has no projects that fall within the allowable uses of LCTOP for this year's (FY 25/26) allocation of funds; and

WHEREAS, LTSA has agreed to exchange the LCTOP funds (\$50,465) with the Tehama County Transportation Commission (TCTC) for an equal amount of LTF funds from Tehama County; and

WHEREAS, and exchange of this type is allowed under the LCTOP guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Lassen County Transportation Commission that the fund recipient agrees to work with LTSA and TCTC prepare all necessary agreements to execute the exchange agreement.

BE IT FURTHER RESOLVED that the LCTC does hereby authorize the Executive Secretary to execute all documents necessary to obtain the LCTOP funds for Fiscal Year 2025/26 and exchange them with the TCTC on behalf of the LTSA.

The foregoing resolution was adopted by the Lassen County Transportation Commission at its April 13, 2026, meeting by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dawn Miller, Chairman
Lassen County Transportation Commission

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

John L. Clerici, Executive Secretary

April 13, 2026



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600
SACRAMENTO, CA 95814


P.O. Box 1028
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

Staff Report

Date: April 8, 2026 **AGENDA ITEM 1.43**

To: Lassen County Transportation Commission

From: John L Clerici, Executive Secretary 

Subject: Request for Letter of Support – HLVRCD NFWF Western Big Game 2026 Proposal.

REQUESTED ACTION

Approve the Chair to sign a letter of support for the Honey Lake Valley Resource Conservation District National Fish & Wildlife Foundation Western Big Game 2026 grant proposal.

BACKGROUND & DISCUSSION

The Honey Lake Valley Resource Conservation District (HLVRCD) is preparing a grant proposal for the [National Fish and Wildlife Foundation's Western Big Game Seasonal Habitat and Migration Corridors 2026 Fund](#).

The proposal is similar to the one the HLVRCD submitted in 2025. The proposal, *Restoring Mule Deer Winter Range Habitat through Vegetation Management in Lassen County* requests approximately \$792,925 to address post-fire habitat degradation in the Doyle and Hallelujah Junction areas. The project is designed to improve winter range and habitat connectivity for the Doyle and Loyalton-Truckee mule deer herds. This effort spans both federal (BLM) and state (CDFW) lands in southern Lassen County and includes:

- Planting native shrubs (bitterbrush and sagebrush) across priority winter range at the Doyle Wildlife Area and adjacent BLM lands
- Managing encroaching western juniper to restore sagebrush habitat at the Hallelujah Junction Wildlife Area

These actions align with Secretarial Order 3362 priority areas and will benefit mule deer, other sagebrush-dependent species, and Species of Greatest Conservation Need like pronghorn. I've attached our draft work plan, which includes additional details and maps of the proposed project.

Importantly, this project directly supports the goals of the California State Wildlife Action Plan by restoring sagebrush-steppe and managing invasive species across federal and state lands in the Doyle and Hallelujah Junction areas. These efforts will provide substantial landscape-scale benefits to mule deer, sagebrush-

dependent wildlife, and other Species of Greatest Conservation Need, such as pronghorn (*Antilocapra americana*).

Letters of support for the grant application are due Tuesday, April 21, 2026.

ALTERNATIVES

None. Provide direction to staff.

Attachments (1)



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600
SACRAMENTO, CA 95814

P.O. Box 1028
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

April 13, 2026

Dani Tinnin
Manager, Rocky Mountain Regional Programs
National Fish and Wildlife Foundation
1875 Lawrence St., Ste. 320
Denver, CO 80202

Dear Dani Tinnin,

We are writing to express our strong support for the project, Restoring Mule Deer Winter Range Habitat through Vegetation Management in Lassen County, California, proposed by the Honey Lake Valley Resource Conservation District (HLVRCD) for the National Fish and Wildlife Foundation's Western Big Game Seasonal Habitat and Migration Corridors 2026 Fund.

This project addresses well-documented habitat degradation affecting the Doyle and Loyaltan-Truckee mule deer herds within a Secretarial Order 3362 priority area. Post-fire vegetation loss and encroachment of western juniper (*Juniperus occidentalis*) continue to reduce the quality and functionality of critical winter range and migratory corridors in Lassen County. The proposed actions, including planting bitterbrush (*Purshia tridentata*) and sagebrush (*Artemisia spp.*), as well as targeted juniper removal, are strategically designed and appropriately scaled to address these challenges.

Importantly, this project directly supports the goals of the California State Wildlife Action Plan by restoring sagebrush-steppe and managing invasive species across federal and state lands in the Doyle and Hallelujah Junction areas. These efforts will provide substantial landscape-scale benefits to mule deer, sagebrush-dependent wildlife, and other Species of Greatest Conservation Need, such as pronghorn (*Antilocapra americana*).

In conclusion, the Lassen County Transportation Commission strongly supports the HLVRCD's grant application. HLVRCD and its partners have demonstrated strong coordination and project readiness, with NEPA compliance either complete or planned. This effort represents a high-value investment in restoring habitat connectivity and ecological resilience within a critical big game migration corridor in northeastern California.

Thank you for your consideration of this important project.

Sincerely,

Dawn Miller, Chair
Lassen County Transportation Commission



John L. Clerici, Executive Secretary

Staff Report

To: Lassen County Transportation Commission

AGENDA ITEM 1.44

Date: April 8, 2026

From: Osman Mufti, General Counsel

Subject: Staffing Services Agreement Amendment

REQUESTED ACTION

It is recommended that the Commission by Resolution approve Amendment No. 3 to the Agreement with Clerici Consulting for Staffing Services to add the position of Senior Advisor (with associated billing rate) to the Payment to the Contractor.

BACKGROUND

After a competitive request for proposals process, on April 13, 2020, the Commission approved a Staffing Services Agreement with John Clerici Consulting (The Contractor) with assistance from Steve Borroum and LSC Transportation Consultants to provide staffing services to the Commission. The initial three-year agreement extended through June 30, 2023. On March 13, 2023, the Commission exercised the option to extend the agreement for two additional years through June 30, 2025.

On July 1, 2025 the LCTC and Contractor entered into Amendment No. 2 to the Agreement to further amend the Agreement to provide for additional staffing services to be performed by Contractor and to extend the Agreement for an additional three year period with adjusted hourly rates to reflect reasonable yearly rate adjustments not to exceed 3% as set forth in the original RFP proposal. The term of the agreement between The Contractor and LCTC is set to expire on June 30, 2028

STAFFING SERVICES AGREEMENT AMENDMENT NO. 3.

In 2020 pursuant to a competitive request for proposals (RFP) the Commission approved the current Staffing Services Agreement with John Clerici to serve as Executive Secretary to the Commission with associated consulting services.

Amendment No. 3 proposes to add the position of Senior Advisor (and corresponding billing rate) to the section Payment to the Contractor of Exhibit 1 of the Agreement. This is needed to provide specific transit assistance to Lassen County and the Lassen Transit Services Agency as may be required.

Clerici Consulting currently provides all staffing for the Commission and consistent with the Staffing Services Agreement Scope of Services including serving as Executive Secretary and Clerk to the Commission; preparing all Commission documents and meeting materials; managing all administrative and fiscal matters; serving as the liaison with all local public agencies, Caltrans, the California Transportation Commission, and federal agencies; preparing and implementing the Overall Work Program; and pursuing and implementing grant and other funding and related projects, including the current Wildlife Conservation Board US-395 Wildlife Overpass Planning Project Grant.

It is important to note that all staff services provided by Clerici Consulting, and their associated costs, are approved by the Commission through the annual Overall Work Program and Budget.

Attachments(1)

LASSEN COUNTY TRANSPORTATION COMMISSION

Resolution 26-04

RESOLUTION OF THE LASSEN COUNTY TRANSPORTATION COMMISSION
APPROVING AMENDMENT NO. 3 TO STAFFING SERVICES AGREEMENT BETWEEN LASSEN
COUNTY TRANSPORTATION COMMISSION AND JOHN CLERICI

WHEREAS, the Lassen County Transportation Commission (“LCTC” or “Commission”) issued a request for proposals for staffing services on December 20, 2019; and

WHEREAS, on April 13, 2020, LCTC entered into an Agreement for Staffing Services (“Agreement”) with Clerici Consulting for John Clerici to provide staffing services to the Commission and to serve as Executive Secretary pursuant to the request for proposals process; and

WHEREAS, on March 13, 2023, Amendment No. 1 (“Amendment No. 1”) to the Agreement was approved by LCTC and Clerici Consulting to extend the agreement through June 30, 2025 and to increase the not to exceed amount consistent with the approved Overall Work Plans; and

WHEREAS, on July 1, 2025, Amendment No. 2 (“Amendment No. 2”) to amend the Agreement to provide staffing services through June 30, 2028; and to increase the not to exceed amount consistent with the approved Overall Work Plans; and

WHEREAS, John Clerici and Clerici Consulting requests and addition to the Agreement to add a job description “Senior Advisor” and the appropriate billing rate; and

WHEREAS, LCTC wishes to amend the Agreement to meet the request;

NOW, THEREFORE, BE IT RESOLVED by the Lassen County Transportation Commission hereby approves Amendment No. 3 to the Staffing Services Agreement between Lassen County Transportation Commission and Clerici Consulting dated April 13, 2026, as previously amended by Amendments No. 1 and No. 2, in the form substantially set forth in Exhibit A attached hereto.

The foregoing resolution was passed and adopted at the April 13, 2026 meeting of the Lassen County Transportation Commission by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dawn Miller, Chair
Lassen County Transportation Commission

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

John Clerici, Executive Secretary April 13, 2026

**AMENDMENT NO. 3 TO
STAFFING SERVICES AGREEMENT BETWEEN
LASSEN COUNTY TRANSPORTATION COMMISSION AND
CLERICI CONSULTING**

THIS AMENDMENT No. 3 (“Amendment No. 3”) to the Staffing Services Agreement dated April 13, 2020 between the Lassen County Transportation Commission (hereinafter “LCTC”), and John Clerici, as Clerici Consulting, (hereinafter “Contractor”) is entered into effective April 1, 2026.

RECITALS:

WHEREAS, as a result of a competitive request for proposal (“RFP”) process LCTC and Contractor entered into an Agreement dated April 13, 2020 for staffing services to the Commission (“Agreement”) for a three year term in the amount not to exceed \$970,020.

WHEREAS, the staffing services performed by Contractor consistent with the LCTC approved Overall Work Plan (OWP) for fiscal years 2020-21 through fiscal year 2022-23 exceeded the not to exceed amount of the Agreement and the parties entered into Amendment No. 1 (“Amendment No. 1”) to the Agreement effective March 13, 2023 to increase the not to exceed amount and to extend the term of the Agreement through June 30, 2025.

WHEREAS, LCTC and Contractor entered into Amendment No. 2 to the Agreement on July 1, 2025, to amend the Agreement to provide for additional staffing services to be performed by Contractor and to extend the Agreement for an additional three year period with adjusted hourly rates to reflect reasonable yearly rate adjustments not to exceed 3% as set forth in the original RFP proposal.

WHEREAS, LCTC and Contractor now desire to further amend the Agreement to revise Exhibit 1 to the Agreement as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Invoicing, Costs, and Payment: Section 6.b. of the Agreement and Exhibit A of the Agreement are amended to reflect hourly rates for payment for services performed under this Amendment No. 3 for the period of July 1, 2025 through June 30, 2028, which allows for yearly reasonable adjustments, as set forth in Exhibit “1” attached hereto.
2. Except as expressly amended herein, all terms and conditions of the Agreement, as amended by Amendments No. 1 and No. 2, shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AMENDMENT
NO. 3 TO THE AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

LASSEN COUNTY TRANSPORTATION COMMISSION

DAWN MILLER
CHAIR, LASSEN COUNTY TRANSPORTATION COMMISSION

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to LCTC

JOHN CLERICI, DBA, CLERICI CONSULTING

JOHN CLERICI

EXHIBIT 1

PAYMENTS TO CONTRACTOR & SCOPE OF WORK

JULY 1, 2025 – JUNE 30, 2028

SCOPE OF WORK

STAFFING SERVICES:

Contractor will provide staffing services to LCTC to include the following tasks and responsibilities in an amount not to exceed \$1,600,000 for the initial term of the Agreement through June 30, 2028.

Executive Secretary's Administrative and Fiscal Responsibilities

- Serve the LCTC as its primary administration and fiscal liaison between the LCTC, local agencies, and Caltrans.
- Serve as the LCTC as its primary administrative and fiscal liaison for tribal consultations with Native American Tribal officials and representatives within LCTC's jurisdiction (i.e. Susanville Indian Rancheria, City of Susanville, and County of Lassen).
- Coordinate all functions of LCTC as required by the California Transportation Development Act, including but not limited to providing instructions to County Auditor for processing payment to eligible claimants; Unmet Transit Needs hearings and staff analysis; coordinate meetings of Social Service Transportation Advisory Council.
- Monitor and evaluate legislation that is relevant to transportation and transit; if requested by the LCTC, engage with state and federal elected officials.
- Serve the LCTC as the primary liaison from the LCTC to California Department of Transportation (Caltrans) and California Transportation Commission (CTC) representatives.
- Attend all Lassen County Transportation Commission meetings.
- Attend all Lassen Transit Service Agency (LTSA) meetings.
- Attend California Transportation Commission (CTC) meetings, as needed.
- Attend and participate in local and regional transportation meetings, including the Rural Counties Task Force, Regional Transportation Planning Agency and North State Super Region meetings.
- Coordinate with local agencies in a lead capacity preparing the LCTC's Regional Transportation Improvement Program (RTIP).
- Serve as the primary technical advisor to the LCTC on all matters that the LCTC must successfully perform; work effectively with LCTC Legal Counsel.
- Prepare and update administrative and fiscal documents and budgets, including LCTC's overall work program budget and budgets for other related programs.
- Execute federal and state reimbursement agreements.
- Perform state and federally required monitoring and reporting for all fund types granted to the LCTC.
- Execute fiscal and performance audits.
- Prepare and keep current LCTC policies and procedures.

Clerk of the Commission Responsibilities

- Serve as the LCTC Clerk of the Commission by preparing and noticing LCTC meeting agendas, hosting LCTC meetings, clerking and recording proceedings, preparing minutes; prepare, submit and advertise all necessary legal notices.
- Provide for public access to LCTC meetings, documents and records; respond timely to requests for public information.
- Maintain LCTC's legislative history.
- Create, maintain, and update regularly LCTC's website and web pages; meet with citizens and stakeholders; perform public relations functions, as requested.

Planning Responsibilities

- Seek, prepare and submit applications and requests for grant and other funding opportunities, and if successful, perform project administration, fiscal oversight, procurement and contract management to accomplish and implement the award.
- Perform procurement and contract management to fulfill LCTC's planning responsibilities to coordinate the preparation of updates and amendments (e.g. RTP Amendment) to the LCTC's planning documents, including but not limited to the Regional Transportation Plan, Bikeways Plan, Transit Development Plan, etc.).
- Upon receiving guidance from Caltrans, prepare and complete minor revisions and administrative modifications to LCTC's planning documents.
- Assume all contract management responsibilities for existing work being performed by independent consultants/contractors.
- Prepare the annual Overall Work Program.
- Coordinate public engagement for core planning work including work in this scope of services (RTIP, RTP, Bikeway Plan, etc.).
- Analyze and make recommendations to the LCTC regarding transportation and transit funding requests.
- Prepare and keep current LCTC policies and operating procedures; work effectively with LCTC Legal Counsel.
- Process all required agreements and distribute funds related to Regional Surface Transportation Program (RSTP).
- Coordinate the planning, programming and monitoring for State Transportation Improvement Program (STIP).
- Administer the Active Transportation Program (ATP) funds.
- Administer the Local Assistance funds.
- Administer Transportation Development Act and Regional Planning Assistance (RPA) funds.

PAYMENT TO THE CONTRACTOR

The following hourly rates will be utilized by Clerici Consulting for LCTC contract Amendment 2 beginning on July 1, 2025. There will be an optional not to exceed rate increase of up to 3% for FY 2026/27 and FY 2027/28.

Clerici Consulting
Executive Secretary - \$160

Borroum Engineering
Senior Engineer - \$150
Associate Planner - \$120

LSC Transportation Consultants
Principal \$286
Senior Advisor \$260
Senior Planner \$153
Planner \$133
Planning Assistant \$104
Graphics \$104
Admin \$91



LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600
SACRAMENTO, CA 95814


P.O. Box 1028
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 4.11**

Date: April 13, 2026

From: John L Clerici, Executive Secretary 

Subject: Adoption of The Written Procurement Policy and Procedures for Federal Grant Awards and Caltrans Local Assistance Procedures Manual Chapter 10

REQUESTED ACTION

BY MOTION: Adopt Resolution 26-01 Authorizing the Adoption of The Written Procurement Policy and Procedures for Federal Grant Awards and Caltrans Local Assistance Procedures Manual Chapter 10

BACKGROUND & DISCUSSION

Goods and services must be procured in a manner as to assure the prudent and economical use of public moneys in the best interest of the taxpayers; to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and to guard against favoritism, improvidence, extravagance, fraud, and corruption. To further these objectives staff is recommending the governing board adopt an internal policy and procedures governing all procurements of goods and services which are not required to be made pursuant to the competitive bidding requirements of any other general, special, or local law.

The Department of Transportation (Caltrans), Division of Rail and Mass Transportation (DRMT), Federal Grants Procurement Management Branch provides procurement oversight for all purchases supported with federal funds. DRMT's oversight is guided by federal laws, regulations, and requirements in accordance with applicable federal guidance. Part of this guidance is the FTA Circular 4220.1F.

FTA Circular 4220.1F: The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures. The Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification. In an effort to help applicants comply with the requirement of written procurement procedures, DRMT has developed a Written Procurement Policy and Procedures for Federal Grant Awards document. The attached document is compliant with federal procurement guidance.

Further, 23 CFR 172.5(b)(1) requires subrecipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations. The State of California Department of Transportation (Caltrans) has developed the local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations.

LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement and that by the Local Agency adopt Caltrans LAPM Ch.10, Consultant Selection, and any updates thereto, in the procurement of A&E services for state and federal funded projects.

The attached Lassen County Transportation Commission Written Procurement Policy and Procedures for Federal Grant Awards includes the appended LAMP Chapter 10 in order to meet all federal and state requirements to have a an adopted procedures in place.

NEXT STEPS

Staff will finalize all relevant documents and resolutions and forward them to Caltrans District 2 for approval and execution.

ALTERNATIVES None.

LASSEN COUNTY TRANSPORTATION COMMISSION
Resolution 26-01

**RESOLUTION AUTHORIZING THE ADOPTION OF THE WRITTEN PROCUREMENT POLICY
AND PROCEDURES FOR FEDERAL GRANT AWARDS AND CALTRANS' LOCAL
ASSISTANCE PROCEDURES MANUAL CHAPTER 10**

WHEREAS, the Lassen County Transportation Commission is responsible for the execution of State and Federal funded project(s); and WHEREAS, the provision of 23 CFR 172.5(b), subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and,

WHEREAS, 23 CFR 172.5(b)(1) requires subrecipients to adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; and,

WHEREAS, The Department of Transportation (Caltrans), Division of Rail and Mass Transportation (DRMT), Federal Grants Procurement Management Branch provides procurement oversight for all purchases supported with federal funds. DRMT's oversight is guided by federal laws, regulations, and requirements in accordance with applicable federal guidance. Part of this guidance is the FTA Circular 4220.1F; and,

WHEREAS, FTA Circular 4220.1F: The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures, and by implication, the Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification; and,

WHEREAS, the Department of Transportation (Caltrans), Division of Rail and Mass Transportation (DRMT), Federal Grants Procurement Management Branch provides procurement oversight for all purchases supported with federal funds. DRMT's oversight is guided by federal laws, regulations, and requirements in accordance with applicable federal guidance. Part of this guidance is the FTA Circular 4220.1F; and,

WHEREAS, FTA Circular 4220.1F: The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures, and by implication, the Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification; and,

WHEREAS, the State of California Department of Transportation (Caltrans) has further developed the Local Assistance Procedures Manual (LAPM), Chapter 10, Consultant Selection which sets forth policies and procedures for procurements and managements of contracts for engineering and design related consultant services contracts on federal and state funded transportation projects to ensure compliance with applicable Federal and State laws and regulations; and

WHEREAS, LAPM Chapter 10, Consultant Selection, describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement; and

NOW, THEREFORE, BE IT RESOLVED, that the Lassen County Transportation Commission adopts the Procurement Policy and Procedures for Federal Grant Awards and appends Caltrans LAPM Ch.10, Consultant Selection, and any updates thereto, in the procurement of A&E services for state and federal funded projects.

The foregoing resolution was passed and adopted by the Lassen County Transportation Commission at its April 13, 2026 regular meeting by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dawn Miller, Chairman
Lassen County Transportation Commission

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

John L. Clerici, Executive Secretary

April 13, 2026




LASSEN COUNTY TRANSPORTATION COMMISSION
REGIONAL TRANSPORTATION PLANING AGENCY

555 CAPITOL MALL, SUITE 600
SACRAMENTO, CA 95814

P.O. Box 1028
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

Staff Report

To: Lassen County Transportation Commission **AGENDA ITEM 4.12**
Date: April 13, 2026
From: John L Clerici, Executive Secretary 
Subject: Master Agreement, for Federal Aid Project

REQUESTED ACTION

BY MOTION: Approve the Master Agreement, forvFederal Aid Project and the Administration of Transportation Funds, period of April 14, 2026 until superseded & Adopt Resolution 26-02 Authorizing the Executive Secretary to sign the Master Agreement and all related documents.

BACKGROUND & DISCUSSION

The Federal-Aid Highway Program and most local programs funded from the State Highway Account are reimbursable programs. Agreements (contracts) must be executed in order to pay funds to the local agency. The Division of Local Assistance (DLA) prepares and sends these agreements directly to the local agency. The agreements must be executed before any invoices for payment can be processed.

In the Master Agreement, a local agency agrees to comply with all federal and state laws, regulations, policies and procedures relative to the design, right of way acquisition, environmental compliance, construction and maintenance of the completed facility. It is normally processed once with the agency when it begins its first federal-aid or state funded project. In this case the programming of the Carbon Reduction Program funds to the Zero Emission Analysis for the region of Lassen vehicles and facilities triggered the need for a Master Agreement.

The Master Agreement is the contract between the Department of Transportation (Caltrans) and the Lassen County Transportation Commission to administer transportation funds, receive annual apportionments and state/federal grants; the current agreement only covers planning related activities necessitating an additional MA allowing when receiving federal funds for a designated project facility and the subsequent operation and maintenance of that completed

LCTC Federal Master Fund Transfer Agreement – Signature Authority

facility. The new MA (attached) sets forth the terms and conditions for the expenditure of transportation planning and construction related funding.

NEXT STEPS

Staff will finalize all relevant documents and resolutions and forward them to Caltrans District 2 for approval and execution.

ALTERNATIVES None.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT
FEDERAL-AID PROJECTS

02 Lassen County Transportation Commission

District Administering Agency

Agreement No. 02-6137F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between Lassen County Transportation Commission, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification

Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide

design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS"&"E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the

PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM

SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits "&" Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that 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.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A"&"E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach

this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, 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, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS 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.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that

PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and 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 ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY 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 AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Lassen County Transportation
Commission

By _____

By _____

Chief, Office of Project Management
Oversight
Division of Local Assistance

Lassen County Transportation
Commission

Representative Name & Title
(Authorized Governing Body
Representative)

Date _____

Date _____

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by

ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title

49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility

and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program ; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect

to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the

Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964..

LASSEN COUNTY TRANSPORTATION COMMISSION
Resolution 26-02

ADOPT THE FEDERAL MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENT
FEDERAL AID PROJECTS

WHEREAS, the Lassen County Transportation Commission (LCTC) is the Regional Transportation Planning Agency (RTPA) for the County of Lassen and the City of Susanville; and,

WHEREAS, LCTC is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation: and,

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed: and,

WHEREAS, the City/County wishes to delegate authorization to execute these agreements and any amendments thereto to the (Mayor/City Manager/City Engineer/Director of Public Works, etc.) be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lassen County Transportation Commission that the fund recipient agrees to comply with all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation.

The foregoing resolution was passed and adopted by the Lassen County Transportation Commission at its April 13, 2026 regular meeting by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dawn Miller, Chairman
Lassen County Transportation Commission

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

John L. Clerici, Executive Secretary

April 13, 2026



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

555 CAPITOL MALL, SUITE 600
SACRAMENTO, CA 95814

P.O. Box 1028
SUSANVILLE, CA 96130

John L. Clerici, Executive Secretary

Staff Report

Date: April 8, 2026

AGENDA ITEM 4.13

To: Lassen County Transportation Commission

From: John L. Clerici, Executive Secretary

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

Subject: Fiscal Year 2026/27 Draft Overall Work Program and Budget

REQUESTED ACTION:

BY MOTION, authorize staff to release the Draft Overall Work Program and Budget (OWP) for FY 2026/27 to the public for circulation, review, and comment.

PAST ACTION

Each year the Commission prepares a Draft Overall Work Program and Budget and submits it to Caltrans. Following Caltrans comments, agency and public input, the Commission adopts an Overall Work Program and Budget in May for the upcoming fiscal year.

DISCUSSION

The Overall Work Program (OWP) and Budget is the primary management tool for the Commission and its staff. The OWP contains a description of the activities to be undertaken by the Commission in the coming fiscal year along with detailed budget information. The majority of work performed by the LCTC staff is described in the OWP. Occasionally staff, at the direction of the Commission, will engage in work that falls outside the focus of the OWP, or is funded by non-traditional sources. An example of this is the recent effort to evaluate and design a wildlife crossing in the US 395 corridor between Susanville and the Nevada state line.

In previous fiscal years the OWP has included management responsibilities that include both mandated activities (administration of TDA funds and the Regional Transportation Plan) and discretionary activities (US 395 Coalition Building and Funding Strategy, Main Street Project Management and revising the Active Transportation Plan).

In the FY 2025/26 OWP included:

- Phase 2 work on the Volcanic Scenic Byway evaluation

- Completion of the regionwide GIS update
- Evaluation of initial SB 125 implementation
- Application and award of two planning grants:
 - Countywide EV infrastructure investigation
 - Bizz Johnson Trail expansion planning

For Fiscal Year 2026/27 your staff is planning to engage in the following activities:

- On-going administration of TDA and other Commission funds and mandated responsibilities
- Completion of the following studies and plans:
 - Investigations associated with the Volcanic Scenic Byway
- Implementation of the 2026 Regional Transportation Improvement Program
- Focused evaluation of City, County and Tribal road and mobility projects
- Continue implementation of transit funding outlined in SB 125
- Planning assistance to the City of Susanville on specific mobility projects
- Implementation of planning grants

An Administrative Draft FY 2026/27 OWP and Budget was provided to Caltrans on February 27 (as required by statute) for review and comment. Lassen County, the City of Susanville, the Susanville Indian Rancheria, and other stakeholders were provided an overview of the proposed OWP and Budget at their April 6 TAC meeting. Once Caltrans and agency review is complete, a revised Public Draft will be distributed for review and comment. The revised Draft FY 2026/27 OWP and Budget will be brought back to the Commission for comment and adoption at your May meeting.

ALTERNATIVES

Provide direction to staff.

Attachments - 1