

COMMISSIONERS

*PETER W. HUEBNER –CHAIRMAN
SCOTT SCHLEFSTEIN
PAUL ROEN
PATRICIA WHITLEY*

*MARIANNE MOORE-VICE CHAIR
ERNIE TEAGUE
MARK MARIN
JAMES BEARD, ALTERNATE*

**WEDNESDAY
AUGUST 17, 2016
10:00 A.M.**

**SIERRAVILLE SCHOOL
305 SOUTH LINCOLN
SIERRAVILLE, CALIFORNIA**

AGENDA

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

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

2. Pledge of Allegiance

3. Approval of Agenda

4. Approval of Minutes of May 25, 2016

6. Announcements

7. Public Comment Opportunity

8. Transit Issues

A. Discussion and report on status of Transit Funds and Transit Services within County

B. Status report on purchase of two new transit vehicles

9. Overall Work Program

A. Report on status of the Overall Work Program Budget for the current fiscal year

B. Resolution approving budget amendment #1 to the 16-17 OWP budget to increase professional services in Work Element 3, Planning, Programming and Monitoring

10. Planning, Programming and Monitoring

A. Approve agreement for professional services with MGE Engineering for transportation planning, programming and monitoring services for fiscal year 2017

11. Transportation Issues and Project Status Reports

- A. State Route 89 Turnouts: Approval of Memorandum of Understanding between Caltrans and SCTC addressing a future project commitment
- B. Discussion and direction regarding upcoming Caltrans Coordination Forum with Sierra County
- B. Campbell Hot Springs/Lemmon Canyon Road
- C. Bicycle Trail Project and Smithneck Creek Road Rehabilitation
- D. Bridge Projects: Jim Crow, Salmon Lake, Packer Lake, Plumbago Creek, Low Water Crossing Bridge at Independence Lake Road
- E. Long Valley Road
- G. Other Transportation Issues

13. CALTRANS Report

14. Schedule Next Meeting

15. Adjourn

SIERRA COUNTY TRANSPORTATION COMMISSION
P. O. BOX 98 – DOWNIEVILLE, CALIFORNIA 95936

COMMISSIONERS

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WEDNESDAY
MAY 25, 2016
10:00 A.M.

LOYALTON SOCIAL HALL
LOYALTON CITY PARK
LOYALTON, CALIFORNIA

MINUTES

1. CALL TO ORDER AND ROLL CALL:

The meeting was called to order at 10:00 a.m. by Chairman, Peter Huebner.

Roll Call

Commissioners Present: Schlefstein; Roen; Moore; Teague; Marin; Huebner

Commissioners Absent: Whitley

A Quorum was established.

Staff Present: Bryan Davey, Transportation Planner; Miriam Dines, Executive Secretary; Tim Beals, Executive Director

Also Present: Lori Wright, Incorporated Senior Citizens; John Funk, Golden Rays Senior Citizens; Lou Foxworthy, Golden Rays Senior Citizens; Jennifer Jacobson, Caltrans District 3; Suzy Melim, Caltrans District 3

2. PLEDGE OF ALLEGIANCE: Led by Commissioner Moore.

3. APPROVAL OF AGENDA:

Commission Action: Commissioner Roen moved to approve the agenda; seconded by Commissioner Moore. Motion was carried by roll call, Commissioner Marin abstaining.

4. APPROVAL OF MINUTES:

Commission Action: Commissioner Roen moved to approve the March 23, 2016 minutes; seconded by Commissioner Schlefstein. Motion was carried by roll call with Marin abstaining.

5. **ANNOUNCEMENTS:** Commissioner Schlefstein announced that Commissioner Whitley was in attendance at the meeting of the Community Action Agency.
6. **PUBLIC COMMENT:** No public comment was offered.
7. **TRANSIT ISSUES**

Mr. Davey distributed fund information for the transit program, which is attached to these minutes as Exhibits A and B. He then reported on the current year funding received to date which is \$39,956.59, approximately \$7,000 less than same time last year. He reported that this is within the margin of error and will not affect the budget for next year. He also reported that we received additional and unexpected funding from the FTA 5311 program.

Due to the timing of the Unmet Needs Hearing, the Commission moved ahead to the report of the Social Services Transportation Advisory Council. Mr. Davey reported on the April 29, 2016 meeting, stating that it was attended by council members as well as a couple people from the general public. Deficiencies in the transit system were discussed, as well as possible solutions. Included in those are a fixed route system, ride sharing, UBER, and after school transit for kids. As a result of the discussion the SSTAC recommended a definition of unmet needs which is strikingly similar to the definition of the previous year. Mr. Davey read the proposed definition of unmet needs, including the definition for what needs are "reasonable to meet" for the upcoming fiscal year. Commissioner Roen reported that the school is operating a late bus out of Loyalton to help with student after hours transportation.

Chairman Huebner opened the *Public Hearing for Identification of Unmet Needs* at 10:10 a.m. Receiving no public comment, Chairman Huebner closed the public hearing at 10:11 a.m.

Commission Action: Commissioner Roen moved to adopt a resolution establishing definition of those transit needs that are reasonable to meet during fiscal year 2016/2017; seconded by Commissioner Moore. Motion was carried unanimously by roll call.

Commission Action: Commissioner Roen moved to approve 2016/2017 Transit Operation Budget; seconded by Commissioner Schlefstein. Motion was carried unanimously by roll call.

8. **REGIONAL SURFACE TRANSPORTATION PROGRAM FEDERAL EXCHANGE**

Mr. Davey explained that the SCTC has been receiving this funding which is to be utilized for transportation projects, and so far have funded the installation of a number of speed feedback signs throughout the county. He also reported that 50% of the funds from this current allocation were previously allocated to the signs on Smithneck Road. The funds are due around July 1. There is an interest from the community in having speed feedback signs installed in the City of Loyalton. There is also an expressed interest in installation of lighted wildlife signs in the scenic corridor.

Commission Action: Commissioner Roen moved to adopt a resolution approving agreement for Federal Apportionment Exchange Program, California Department of Transportation; seconded by Commissioner Schlefstein. Motion was carried unanimously by roll call.

9. **OVERALL WORK PROGRAM**

Mr. Davey reported on the status of the Overall Work Program, that goals have been met and work is proceeding as expected. As to the draft OWP for next fiscal year, Caltrans reviewed the draft OWP for 2017 and provided comments, which have been incorporated, and provided Work Element 8 as well.

Commission Action: Commissioner Roen moved to adopt a resolution approving Overall Work Program Fiscal Year 2016-17 and approving the OWP Agreement as well as Certifications and Assurances; seconded by Commissioner Marin. Motion was carried unanimously by roll call.

Commission Action: Commissioner Roen moved to adopt a resolution approving Sierra County Transportation Commission Budget for 2016-17; seconded by Commissioner Moore. Motion was carried unanimously by roll call.

10. TRANSPORTATION ISSUES AND PROJECT STATUS REPORTS

STIP Update: Mr. Davey followed-up on the report from the March 23, 2016 meeting regarding fund \$745,000,000 deficit in the State Transportation Improvement Program Fund. The letter approved by the Commission on March 23, 2016 opposing the deletion of projects was remitted. Ultimately the California Transportation Commission did not delete our projects but did postpone the projects for one year. The biggest project was the State Route 89 turnouts. In the meantime, Caltrans made the determination to proceed with the turnout project, funding the project with the understanding that those funds will be taken from future STIP to apply to one of their projects. He reported that we should be receiving a draft agreement from Caltrans within the next week regarding the funding advance.

Bicycle Trail Project and Smithneck Creek Road Rehabilitation: These projects are pushed out one year which is not a major issues for us, but it delays construction. This does allow it, however, to be a candidate once again for a Federal Lands Access Program grant.

Campbell Hot Springs: Mr. Beals reported that the Sierra Hot Springs land use project and the road are intertwined. As a result of the Economic Summit held on May 18, 2016, federal agencies (Economic Development Administration and USDA Rural Development) disclosed grant funding options that provided 50-50 or 80-20 funding scenarios that could provide funding toward a road project or the airport. Discussion ensued regarding a number of roads that are in severe need of attention such as Gold Lake, Smithneck Creek Road, Stampede Dam Road, the Sierra Brooks Subdivision, as well as strong interest from the Long Valley and Verdi communities for road project prioritization in their areas. Commissioner Schlefstein suggested that perhaps the dam project is fully funding and maybe part of the deal with the encroachment permit can be repaving of the road. Mr. Beals said that he checked on that option and didn't make progress.

Bridge Projects are on track as reported at the March meeting. Jim Crow Road is approved and authorized for construction. The other four bridge projects are still in the environmental phase.

Mr. Beals discussed a meeting that he attended with Irene Davidson, District Ranger of the Humboldt-Toiyabe National Forest, as well as the fuels management officer regarding Long Valley Road. As background, this spring the Forest Service offered up a grinding operation on the Dog Valley Grade from Sunrise Basin to Summit 1 and re-established a road base that is really nice and smooth. This operation lead to the meeting to discuss the obligation of the USFS to provide maintenance toward the roads that access the national forest lands. This discussion lead to upcoming issues to be expected in the Verdi and Long Valley areas. Residents in Verdi, Mogul, and

that section of the Reno area only have access to the Humboldt-Toiyabe National Forest through Dog Valley. The growth and proposed annexation of Verdi by the City of Reno is suggesting that there will be at least 5000 more homes added to the area. This is most certainly increase daily traffic exponentially, and one goal of the County at this meeting was to impress upon the Forest Service that they have a maintenance obligation. The same situation is brewing over on the Long Valley side of the forest with two proposals that if implemented will net approximately 7000 homes (combined) in the area. There are only two roads into that area of the forest, both through Sierra County, and the potential road impacts are horrendous.

Under Other Transportation Issues it was reported that the County applied for a grant with the California Division of Aeronautics and will be able to lay a slurry seal at the Sierraville-Dearwater Airport.

11. **AUDIT REPORT:** The Triennial Performance Audit arrived and there were three findings. Two of the findings have been addressed which were the demand for more thorough reporting on the Overall Work Program at the SCTC meetings and allocation of transit funds based on current population. The other item that they are demanding is a component to have procedures in place to allocate transit funds for bicycle and pedestrian projects, which will need to be developed. It is just a procedure that needs to be in place in case the Commission decides to re-direct funds used for transit to the bicycle and pedestrian projects.
12. **CALTRANS UPDATE:** Ms. Melim from Caltrans addressed the Commission on a number of issues as follows:

The Wildlife Crossing Project on State Route 89 is breaking ground. She states appreciation for the County's participation in the groundbreaking ceremony.

Caltrans is repairing a slip-out on State Route 49 7 miles north of Camptonville.

They just received guidance on Active Transportation Plan funds to meet scoring objectives and her staff is willing to help local agencies and review projects.

She noted that they are still lacking participation from rural counties in the Road Charge Pilot Project.

At the last meeting there was inquiry about the state of State Route 70 between State Route 49 and 395, which has since been addressed. She was not sure when 395 would be re-paved.

The curb and gutter project in the City of Loyalton is included in the SHOPP as a minor project and is currently at the California Transportation Commission for approval.

Ms. Melim also reported on the methodology that Caltrans is going to for looking at SHOPP projects. As a whole Caltrans is breaking silos down and taking a more managed approach, after conducting an inventory of all assets. It will be competitive with all of California. Commissioner Roen stated the need to regionalize some of the funding.

Ms. Melim stated that a management team, as well as the District Director, will be coming to conduct an annual outreach meeting with each of their counties. Sierra County's meeting is scheduled for August. This is a forum that will allow person to person time with top executives and spell out the local needs to a higher audience. When asked what kind of participation to elicit it is

suggested the head of the SCTC and planning staff. The focus is typically on state right of way, but hopefully the discussion will include STIP as well.

Last in the Caltrans Report was a discussion on the concerns with hydrology and the Little Truckee River Bridge on State Route 89. The bridge constricts the river, and necessitates rip-rap to protect it, which causes issues for wildlife. They are working with hydraulic staff and bridge staff looking for funding for a potential project.

Mr. Beals raised a concern with regard to the policies of the deputy director for encroachment / signs. He has found that different districts implement signage differently, and here in District 3, for instance, blinking lights on wildlife signs have been denied due to potential liability if the light fails. His concern is uniformity between districts, as he has seen illuminated wildlife signs in other Caltrans Districts.

Another concern raised by Mr. Beals is a speed issues between Loyalton City Limits and Garbage Pit Road, especially on dumping days. Mr. Beals would like an audience with Amarjeet Benipal, District Director, to discuss this issue.

13. SCHEDULE NEXT MEETING

The next meeting is scheduled for Wednesday, August 17, 2016 at 10:00 a.m. in Sierraville.

14. ADJOURNMENT

With thanks to all participants, the meeting was adjourned by Chairman Huebner at 11:06 a.m.

Peter W. Huebner, Chairman
Sierra County Transportation Commission

ATTEST:

Miriam B. Dines, Executive Secretary

SIERRA COUNTY TRANSPORTATION COMMISSION

P. O. Box 98
Downieville, California 95936
(530) 289-3201 FAX (530) 289-2828



Tim H. Beals
Executive Director

February 29, 2016

Ms. Jennifer Jacobson
Transportation Planner
Caltrans, District 3
Office of Transportation Planning
703 B Street
Marysville, CA 95901

SUBJECT: 2016 FY State Rural Planning Assistance First and Second Quarter Report for expenditures from July 1, 2015 through December 31, 2015

Dear Ms. Jacobson:

The enclosed Request for Reimbursement includes the financial report and back-up documentation for the first and second quarter expenditures of the Sierra County Transportation Commission. The SCTC 2016 FY OWP includes seven Work Elements (WE) partially funded with Rural Planning Assistance (RPA) Funds. These work elements include WE1 Administration, WE2 Project Development, WE3 Regional Transportation Plan, WE4 Regional Transportation Improvement Plan, WE5 Aviation, WE6 Transportation Studies, WE7 Intergovernmental Review and Public Outreach. The narrative below describes the planning activities accomplished during the first and second quarters of 2016 FY in accordance with the OWP.

WE 1: The director provided direction on the development of the 2017 OWP Draft and reviewed the current final expenditures for activity of the 2016 OWP for consistency with the work elements. The SCTC Executive Director attends both Board of Supervisor Meetings and City of Loyalton Council meeting to communicate transportation planning issues including the adoption of the Regional Transportation Plans proposed planning efforts in relation to the new transportation funding bills moving through the State and Federal process. The Executive Director continues to monitor this legislation relative to the transportation planning process as it relates to Sierra County and the City of Loyalton. Much effort has been put forth to address and inform the decision makers of the current STIP funding crisis and the impact to the current RITP.

WE 2: The OWP 2015-16 was finalized and adopted at the May 20th SCTC meeting. Staff has implemented the performance measures that are used in a matrix for project scope and selection values as the implementation of the goals and objective of the Commission and in conformance with the Regional Transportation Plan (RTP). Continued work on incorporation of bicycle transportation facilities and pedestrian walkways in the scope of programs where appropriate. Participated in several workshops and webinars for the planning efforts involving possible implementation and project development for the Active Transportation Plan and Federal Access

Exhibit A, SCTC Minutes
Meeting of 5/25/16

Lands Program. Staff continues to work with Caltrans to include planning of local projects on the state routes within Sierra County, i.e., goods movement, travel concepts studies, traffic calming measures and system improvements within communities. The Pavement Monitoring System continues to be maintained and input for evaluation of and prioritization of project development.

WE3: The final RTP has been produced for public inspection and is available for download electronically on the Sierra County website. Staff continues to review and prepare for update as may be needed, including possible rescissions to financially constrained projects due to STIP project deletions resulting from current funding shortfall and legislative issues.

WE4: Staff has submitted the 2016 RTIP and discussed the possibilities of how to handle the project deletions proposed by CTC staff due to the 750 shortfall in funding. Staff has continued to monitor and provide update to the commission on the evolving issues associated with the funding shortfall including re-prioritizations and re-programming of proposed deleted projects.. Staff is providing guidance to the local agencies responsible for implementing the RTIP projects and provides a conduit to the Caltrans Local Assistance. Staff has coordinated efforts with Caltrans and CTC to integrate the programmed projects into the ongoing planning activities with the commencement of the 2016 RTIP.

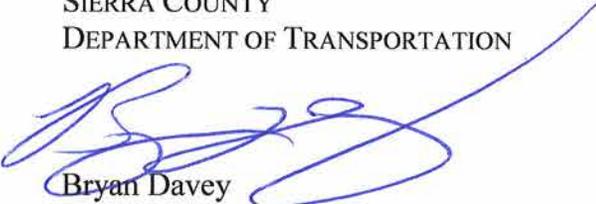
WE5: Public outreach is ongoing to determine the community priorities for the airport and coordinate any capital improvement planning strategies. The airport planning objectives and priorities that relate to the current conditions of the airport have been considered in the development of future planning projects. Long term capital improvement strategies have been considered and proposed planning efforts have been submitted to Caltrans Aeronautics for future program planning.

WE6: Staff contacted interested parties and stake holders in preparation of the 2016 SSTAC meeting. Staff has coordinated with Transit providers and interested groups to facilitate develop proposed service standards and incorporate all needs for services within the communities served. The Coordinated Public Transit-Human Services Transportation Plan 2015 is used to help prioritize the planning efforts for future service and to prepare a strategy for appropriate service levels in Sierra County and Loyalton to ensure the 2016 SSTAC has all available data for consideration. Staff conveys to the SCTC the evolving needs for transit at each meeting and solicits input from the Commission and public on an ongoing basis as a part of the continuing planning process. The annual unmet needs hearing will be held on May 25, 2016 at the regular meeting. The SSTAC meeting will be held in April or early May to help gather public input for solicitation in regards to the transit needs regionally. The "Un-met Needs" and those that are "Reasonable to Meet" definitions will be adopted at the unmet needs hearing allowing for the next fiscal year of transit services be provided within constraints of the planning process.

WE7: There was one SCTC meeting held on October 29, 2015. Minutes of this meeting are attached. Public input was received and coordination with Caltrans and other agencies was accomplished prior to the meeting. Staff participates in the Rural Counties Task Force meetings and discussions relevant to the planning function and priorities for Sierra County. Staff continues communication with Caltrans on various projects and proposed studies within the City and County. Staff conducted outreach efforts to include public and stakeholders in the planning process and obtain input from various groups including the underserved so that all views are

represented in the planning efforts, including attending senior events and planning meetings. The transportation commission webpage is kept up to date with commission activities and information for transparency and public inclusion.

Sincerely,
SIERRA COUNTY
DEPARTMENT OF TRANSPORTATION



Bryan Davey
Assistant Engineer

DISTRIBUTED Payments to County Transportation Funds from the 1/4% Local Sales and Use Tax

	Prior year	Year-to	Yr to Yr % chg	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Fiscal Year		prior yr period
SIERRA	62,980.08	60,455.09	96%	\$ 4,300.00	\$ 5,700.00	\$ 5,452.34	\$ 5,000.00	\$ 6,600.00	\$ 5,457.35	\$ 5,000.00	\$ 6,700.00	\$ 2,705.97	\$ 3,100.00	\$ 4,200.00	\$ 6,239.43	FY2008	\$ 60,455.09	\$ 32,509.69
SIERRA	60,455.09	48,779.68	81%	\$ 4,100.00	\$ 5,400.00	\$ 4,859.47	\$ 4,700.00	\$ 6,300.00	\$ 3,949.54	\$ 4,400.00	\$ 4,800.00	\$ 1,185.82	\$ 3,200.00	\$ 3,400.00	\$ 2,484.85	FY2009	\$ 48,779.68	\$ 29,309.01
SIERRA	48,779.68	43,262.62	89%	\$ 3,200.00	\$ 3,800.00	\$ 7,116.94	\$ 3,600.00	\$ 4,800.00	\$ 3,225.71	\$ 3,000.00	\$ 4,000.00	\$ 704.53	\$ 2,400.00	\$ 3,500.00	\$ 3,915.44	FY2010	\$ 43,262.62	\$ 25,742.65
SIERRA	43,262.62	45,613.80	105%	\$ 3,700.00	\$ 4,300.00	\$ 6,235.97	\$ 3,300.00	\$ 4,400.00	\$ 3,363.90	\$ 2,300.00	\$ 3,100.00	\$ 5,506.05	\$ 2,300.00	\$ 3,400.00	\$ 3,707.88	FY2011	\$ 45,613.80	\$ 25,299.87
SIERRA	45,613.80	38,041.59	83%	\$ 4,200.00	\$ 5,600.00	\$ -	\$ 468.79	\$ 4,400.00	\$ 5,582.25	\$ 3,200.00	\$ 4,200.00	\$ 2,147.39	\$ 2,100.00	\$ 2,800.00	\$ 3,343.16	FY2012	\$ 38,041.59	\$ 20,251.04
SIERRA	38,041.59	65,923.42	173%	\$ 2,300.00	\$ 3,000.00	\$ 18,176.59	\$ 3,900.00	\$ 5,200.00	\$ 9,808.80	\$ 3,000.00	\$ 4,000.00	\$ 4,383.86	\$ 2,300.00	\$ 3,000.00	\$ 6,854.17	FY2013	\$ 65,923.42	\$ 42,385.39
SIERRA	65,923.42	39,521.16	60%	\$ 6,300.00	\$ 8,400.00	\$ -	\$ 1,169.11	\$ 7,700.00	\$ -	\$ 1,794.80	\$ 4,600.00	\$ 1,222.41	\$ 2,300.00	\$ 3,100.00	\$ 2,934.84	FY2014	\$ 39,521.16	\$ 36,586.32
SIERRA	39,521.16	52,157.01	132%	\$ 3,000.00	\$ 4,000.00	\$ 10,434.51	\$ 4,000.00	\$ 5,400.00	\$ 5,375.80	\$ 3,000.00	\$ 4,000.00	\$ 2,971.71	\$ 2,100.00	\$ 2,800.00	\$ 5,074.99	FY2015	\$ 52,157.01	\$ 47,082.02
SIERRA	52,157.01	39,956.59	77%	\$ 4,600.00	\$ 6,200.00	\$ -	\$ 4,437.06	\$ 6,000.00	\$ 503.00	\$ 3,100.00	\$ 4,100.00	\$ 6,116.53	\$ 2,100.00	\$ 2,800.00		FY2016	\$ 39,956.59	15%
						\$ 10,800.00			\$ 10,940.06			\$ 13,316.53					85%	

DISTRIBUTED Payments to County Transportation Funds from STA

	1st QTR	2nd QTR	3rd QTR	4th QTR
STA 13FY	\$ 3,952.00	\$ 4,482.00	\$ 4,385.00	\$ 4,758.00
STA 14FY	\$ 3,848.00	\$ 4,188.00	\$ 4,367.00	\$ 4,613.00
STA 15FY	\$ 3,406.00	\$ 3,962.00	\$ 4,142.00	\$ 3,955.00
STA 16FY	\$ 2,916.00	\$ 3,104.00		\$ 6,020.00
STA 17FY				\$ -

STA Allocation 12-13 estimate received 1/26/2012
 STA Allocation 13-14 estimate received 1/25/2013
 STA Allocation 14-15 estimate received 1/29/2014
 STA Allocation 15-16 estimate received 1/30/2015
 STA Allocation 16-17 estimate received 2/17/2016

\$ 18,199.00
\$ 16,395.00
\$ 15,556.00
\$ 15,622.00
\$ 13,034.00

STA Allocation 12-13 estimate received 8/01/2012
 STA Allocation 13-14 estimate received 8/01/2013
 STA Allocation 14-15 estimate received 8/12/2014

\$ 19,600.00
\$ 16,417.00
\$ 15,030.00

	Actual	Estimate		
Starting Balance 7/1/2016 from 03/3/2016 fund review BRD / LRW				
STA	\$ 43,651.72	\$ 53,353.72	Capital Only	
LTF	\$ 19,819.00	\$ 17,390.71	1st&2nd qrt interest	\$ 10,400.00
			Est add. LTF Revenue 1FY	\$ 100.00
				\$ 7,871.71
Projected Revenue For 2017 FY				
STA		\$ 13,000.00	Capital Only	\$ 9,602.00
LTF		\$ 45,000.00		3rd/4th alloc
5311		\$ 48,000.00		100 Interest
Total Revenue		\$ 93,000.00		
Operations costs		\$ 98,000.00		
SCTC Costs		\$ 3,000.00		
A87 costs		\$ 5,000.00		
Audit		\$ 10,500.00		
Total Costs 2015 FY		\$ 116,500.00		
Deficit		\$ 23,500.00		

Transit Costs 2017 FY	
Operations	
5311	\$ 48,000.00
LTF	\$ 50,000.00
STA	\$ -

Transit Cost 2017 FY	
Incorporated Seniors	\$ 49,000.00
Golden Rays	\$ 49,000.00
49% Total	\$ 98,000.00
51%	
Allocation Inst.	
LTF ,1,2	\$ 50,000.00
STA	\$ 50,000.00

Payments	
Golden Rays	
Inc Seniors	
Golden Rays	
Inc Seniors	
Golden Rays	
Inc Seniors	
Golden Rays	
Inc Seniors	

FUND ESTIMATE FOR 2017 FY

State Transit Assistance	\$	66,353.72	Capital Only
Local Transportation Fund	\$	62,390.71	
Federal Transit Operation Assistance	\$	48,000.00	
Total Operation Funds	\$	110,390.71	
Requested funding	\$	116,500.00	
Estimated Carryover	\$	(6,109.29)	

\$ -

Sierra County Transportation Commission
Meeting: August 17, 2016
Agenda Item 8 A-B

Transit Issues

- A. Discussion and report on status of Transit Funds and Transit Services within County - Standing Agenda Item**

- B. Status report on purchase of two new transit vehicles**

On June 23, 2015 the SCTC authorized funding application for Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) funds to purchase 2 new transit vans.

Sierra County Transportation Commission
 Meeting: August 17, 2016
 Agenda Items 9 SCTC Overall Work Program (OWP) FY 2016/2017

- a. **Discussion and report on status of the Overall Work Program Budget for the current fiscal year.**

This is a standing agenda item. No Action required.

- b. **Discussion and report on status of the Overall Work Program Budget for the current fiscal year.**

Resolution approving budget amendment #1 to the 16-17 OWP budget to increase professional services in Work Element 2.1, Planning, Programming and Monitoring

The PPM contract with MGE is proposed in the amount of \$20,000 due to the particular workload this fiscal year, and Work Element 2.1 Professional Services currently is budgeted for \$16,000. We are proposing moving \$4,000 from Payroll into Professional Services to reflect as follows:

Budget- Work Element 2.1-Project Programming and Monitoring

Revenue		
	Local Transportation Fund (LTF)	\$0
	PPM	\$37,000
	Prior Years PPM	\$0,000
	Total Revenue	\$37,000
Expenses		
	Training	\$1,000
	Payroll	\$13,000
	Professional Services	\$20,000
	A87	\$3,000
	Total Expenses	\$37,000

SIERRA COUNTY TRANSPORTATION COMMISSION

**IN THE MATTER OF AMENDING THE
OWP and THE SCTC BUDGET
FOR FISCAL YEAR 2016/17**

Resolution 2016-10

BE IT RESOLVED that the Sierra County Transportation Commission hereby approve the Overall Work Program for 2016/17 as amended including amendment to the SCTC budget to correct and reflect budget expenditure categories with projected expenditures amounts as shown on the attached Exhibit "A" .

ADOPTED by the Sierra County Transportation Commission on the **17th day of August, 2016** by the following vote:

AYES: _____
NOES: _____
ABSTAINED: _____
ABSENT: _____

Peter W. Huebner, Chairperson
Sierra County Transportation Commission

ATTEST:

Miriam B. Dines, Executive Secretary to the Commission

Resolution 2016-10

Exhibit A

Budget- Work Element 2.1-Project Programming and Monitoring

Revenue		
	Local Transportation Fund (LTF)	\$0
	PPM	\$37,000
	Prior Years PPM	\$0,000
	Total Revenue	\$37,000
Expenses		
	Training	\$1,000
	Payroll	\$13,000
	Professional Services	\$20,000
	A87	\$3,000
	Total Expenses	\$37,000

**Sierra County Transportation Commission
Meeting: August 17, 2016**

Item 10: Planning, Programming and Monitoring (PPM)

- a. Approve agreement for professional services with MGE Engineering for transportation planning, programming and monitoring services for fiscal year 2017.**
-

Background:

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

Staff is recommending approval of an agreement in an amount not to exceed \$20,000.00.

Recommended Motion:

Approve Agreement 2016-04 with MGE Engineering, Inc. in the amount of \$20,000 for professional services related to planning, programming and monitoring for fiscal year 2017.

**AGREEMENT FOR
PROFESSIONAL SERVICES
Planning, Programming & Monitoring – MGE Engineering, Inc.**

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

MGE Engineering, Inc.
“CONTRACTOR”

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2017

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

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

9. AGREEMENT DATE. The Agreement Date is August 17, 2016.

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

SCTC
SIERRA COUNTY TRANSPORTATION COMMISSION

CONTRACTOR.

By _____
TIM H. BEALS
Executive Director



H. FRED HUANG
MGE ENGINEERING, INC.

ATTEST:

MIRIAM DINES
EXECUTIVE SECRETARY

ATTACHMENT A**A.1 SCOPE OF SERVICES AND DUTIES.**

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

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

A.2. TIME SERVICES RENDERED.

July 1, 2016 through June 30, 2017

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY SCTC.

None

ATTACHMENT B

PAYMENT

SCTC shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE.

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

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

B.2 MILEAGE. Included in base proposal

B.3 TRAVEL COSTS. Included in base proposal

B.4 AUTHORIZATION REQUIRED.

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

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

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

B.1	Base Contract Fee	\$20,000
B.2	Mileage	Included
B.3	Travel Costs	Included
B.4	Authorization Required	0
B.5	Special Circumstances	0
	MAXIMUM CONTRACT AMOUNT	\$20,000

ATTACHMENT C
ADDITIONAL PROVISIONS

[NONE]

ATTACHMENT D**GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

D.5 INSURANCE.

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

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

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

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

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

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

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any

insurance term of this Agreement, “aggregate limit available” is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to SCTC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.13.1.2 SCTC shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by SCTC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000).

Further provided, however, SCTC shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to SCTC such financial information as in the judgment of the SCTC is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the SCTC shall be final. The foregoing is cumulative and does not affect any right or remedy which SCTC may have in law or equity.

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

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

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

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

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

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

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

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

or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

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

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

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

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

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

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

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

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

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

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

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

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and

authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to SCTC a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

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

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

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

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

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the SCTC or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the *California Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil

Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The SCTC shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

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

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

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

If to "CONTRACTOR":

H. Fred Huang, P.E.
MGE Engineering, Inc.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831

County of Sierra
Department of Transportation
Post Office Box 98
Downieville, California 95936

Our File No. _____

Re: _____

STATEMENT OF ACCOUNT FOR

BALANCE FORWARD \$

TOTAL CURRENT CHARGES:

<u>Date</u>	<u>Staff</u>	<u>Description of Service</u>	<u>Hrs</u>	<u>Rate</u>	<u>Total</u>
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Total \$ _____

August 4, 2016

Sierra County Transportation Commission
101 Courthouse Square
Downieville, CA 95936

Attn: Mr. Tim Beals, Executive Director

Subject: Proposal to Provide Professional Services in Support of the Sierra County Transportation Commission for Fiscal Year 2016-2017

Dear Mr. Beals:

MGE Engineering, Inc. (MGE) is pleased to have been requested to provide a proposal for professional services to the Sierra County Transportation Commission for the 2016-2017 Fiscal Year. The proposed professional services would be provided on a time and materials basis with a not to exceed limit for the July through June budget year. The anticipated scope of services to be provided under the resulting agreement is shown in Attachment "A". Also included with this letter proposal is MGE's "Hourly Billing Rates" schedule.

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

Based upon MGE's billings for the 2015-2016 Fiscal Year and anticipation that the Sierra County Transportation Commission will have a reduced need for supporting services due to funding limitations, it is proposed that the not to exceed limit for the 2016-2017 Fiscal Year be set at \$20,000. This budget limit will include the design and construction services for the Dearwater Airport Slurry Seal project.

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

Sincerely,

MGE Engineering, Inc.



H. Fred Huang, P.E.
President

Attachment “A”

A.1 Scope of Service and Duties

Provide engineering and other technical support to the Sierra County Transportation Commission (SCTC) upon request for:

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

A.2 Time of Services

July 1, 2016 through June 30, 2017

HOURLY BILLING RATES

MGE Engineering, Inc.

Effective 7/1/16 – 6/30/17

Classification	Rate
Project Principal	\$210
Project Manager/Project Engineer	\$210
Supervising Engineer	\$190
Senior Engineer	\$170
Associate Engineer	\$150
Assistant Engineer	\$130
Engineering/CAD Technician	\$120
Admin Assistant	\$80
Direct Costs	
Auto Mileage	Federal Rate est. \$0.54/mile
Delivery & Reproduction	at cost
<i>Note: Above rates are subject to up to 3% escalation per year over the next 5 years</i>	

Sierra County Transportation Commission
Meeting: August 17, 2016

11. Transportation Issues and Project Status Reports

- A. State Route 89 Turnouts (Action Item): Approval of Memorandum of Understanding between Caltrans and SCTC addressing a future project commitment

This Memorandum of Understanding memorializes the commitment for SCTC to apply \$750,000 in STIP funds to a future state project in light of the current state commitment to fund and construct the SR89 Truck Turnouts.

- B. Discussion and direction regarding upcoming Caltrans Coordination Forum with Sierra County
- C. Campbell Hot Springs/Lemmon Canyon Road
- D. Bicycle Trail Project and Smithneck Creek Road Rehabilitation
- E. Bridge Projects: Jim Crow, Salmon Lake, Packer Lake, Plumbago Creek, Low Water Crossing Bridge at Independence Lake Road
- F. Long Valley Road
- G. Other Transportation Issues

MEMORANDUM OF UNDERSTANDING

This is a "Memorandum of Understanding" between the State of California, Department of Transportation (Caltrans), and the Sierra County Transportation Commission (Commission) addressing a future project commitment.

Caltrans will construct highway improvements on State Route 89 (SIE-89, PM 0.15/11.30) as part of Project EA# 03-04F490 in the 16/17 FY. Caltrans will fund and include Commission improvements (Five Truck Turnouts near Sierraville, Estimated @ \$750k) in Project.

Commission agrees to fund a future State Highway System (SHS) project in Sierra County in the amount of \$750,000 when Commission's STIP funds become available. This amount is for Construction Capital. Caltrans will be responsible for the development of the future project including construction administration. Said funds are targeted to be available in FY 17/18.

The following responsibilities have been identified and are proposed to be agreed to by all parties:

- Commission will propose a future SHS project to Caltrans.
- Commission will enter into a Cooperative Agreement with Caltrans outlining Commission's contribution of STIP funds (\$750k) to the future project approved by Caltrans. Also, the COOP will outline CT responsibilities towards the development of project.

I CONCUR:

 Tim H. Beals
 Executive Director
 Sierra County Transportation Commission

Date: _____

 Thomas L. Brannon
 Deputy District Director,
 D3 Program / Project Management

Date: _____

2016

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

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28	29					

March

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27	28	29	30	31		

April

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24	25	26	27	28	29	30

May

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June

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July

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24	25	26	27	28	29	30
31						

August

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September

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October

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November

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27	28	29	30			

December

S	M	T	W	T	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	31