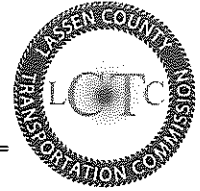


LASSEN COUNTY TRANSPORTATION COMMISSION  
REGIONAL TRANSPORTATION PLANNING AGENCY

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RICHARD EGAN, *Executive Secretary*  
CYNTHIA RASCHEIN, *Transportation Project Manager*

707 Nevada Street, Suite 4  
Susanville, CA 96130

☎ 530) 251-8260  
FAX: (530) 251-2675  
lassen transportation.org

March 16, 2017

TO: Board of Supervisors  
Agenda Date: March 21, 2017

FROM: Richard Egan, LCTC Executive Secretary *ME*

SUBJECT: Notice of Termination of Staffing and Support Services Agreement from  
the Lassen County Transportation Commission to the County of Lassen

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At its March 14, 2016, Special Meeting, the Lassen County Transportation Commission voted affirmatively to terminate the staffing and support services agreement by and between the Commission and the County. Therefore, June 30, 2017 (end of this fiscal year and budget cycle) is the termination date.

The purpose of this memorandum is to provide the Board with the required written Notice of Termination.

I have attached the staffing and services agreement for your information.

//////////

16-019

**AGREEMENT BETWEEN THE LASSEN COUNTY TRANSPORTATION COMMISSION AND  
THE COUNTY OF LASSEN FOR THE PROVISION OF STAFFING AND SUPPORT  
SERVICES**

THIS AGREEMENT hereinafter referred to as "AGREEMENT," is made and entered into as of this 9<sup>th</sup> day of February, 2016, by and between the COUNTY OF LASSEN, hereinafter referred to as the "County," and the LASSEN COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as the "Commission";

This AGREEMENT is made in reference to the following facts:

**RECITALS:**

- (a) Commission is a public entity pursuant to Section 29535 of Article 11, Chapter 2 of Division 3 of Title 3 of the California Government Code that requires a local transportation Commission shall be formed in certain counties in order to comply with the provisions of California Senate Bill 325, the Mills-Alquist-Deddeh Act, better known as the Transportation Development Act (TDA) that was enacted in 1972; and
- (b) To comply with the provisions of the TDA, on the 8<sup>th</sup> day of May, 1972, the County Board of Supervisors adopted Resolution No. 2119 forming the Lassen County Transportation Commission; and
- (c) Section 29534 of the California Government Code provides that the county auditor shall keep records and make reports concerning the local transportation fund as the State director of transportation or the State Controller shall prescribe; and
- (d) Section 29535 of the California Government Code provides that a local transportation Commission may employ staff, enter into contracts, and conduct other activities necessary to fulfill its responsibilities as a regional transportation planning agency and local transportation Commission; and
- (e) Since 1972 the Commission has relied upon an informal agreement with the County for the County to provide staffing and support services to perform the transportation planning, administrative, fiscal, legal and other functions, offices and materials for which the Commission is reliant upon for performing its duties pursuant to the TDA and other State and Federal sources of transportation funding;

NOW, THEREFORE BE IT AGREED as follows:

1. PURPOSE. The purpose of this AGREEMENT is to formalize the long-established relationship of County providing staff and support services for Commission.

~~2. TERM. This AGREEMENT shall become effective upon the date first written above and when executed by both parties and shall expire on July 1, 2016. The term may be extended pursuant to Section 12 MODIFICATION, or the AGREEMENT may be terminated earlier pursuant to Section 15 TERMINATION.~~

SEE  
FIRST  
AMENDMENT

3. SCOPE OF WORK. It is the intention of this section that the scope of work will be consistent with the Overall Work Plan/Annual Financial Plan for the Commission.
- a. The County agrees to provide direct services and staffing for transportation planning and administrative functions to the Commission to aid the Commission in fulfilling its responsibilities pursuant to the Transportation Development Act and other local, federal, or state transportation regulations and laws.
  - b. County shall continue to provide indirect services, general support and county overhead services, to the Commission, including but not limited to the following:
    - i. Legal Counsel. County Counsel may continue to provide general legal counsel to Commission and such other legal services as the parties agree to be necessary. In the event of a potential or actual conflict of interest, County Counsel shall use his/her best efforts to resolve the conflict or to arrange for alternate counsel to provide an engagement letter/agreement with the Commission. The Commission may retain its own legal counsel for any term and purpose.
    - ii. Fiscal. County Auditor-Controller and the County Treasurer-Tax Collector shall continue to provide fiscal and financial services to the Commission. The Commission shall work with the Auditor-Controller to provide for compliance with the statutorily required independent audit and triennial audit.
  - c. The County shall provide office and meeting space for County personnel who are carrying out duties for the Commission under this AGREEMENT.
  - d. The County may from time to time subcontract portions of the scope of work.
    - i. Procurement. Procurement shall continue to follow the procedures and authorization level limits pursuant to County policy and, when applicable, the Caltrans Local Assistance Procedures Manual. The County's procurement policy may be amended and interpreted by County without notice to or consent received by the Commission. When the Executive Secretary of the Commission is staffed by an employee of the County, the Executive Secretary shall have the same authorization level limits as the County Administrative Officer.
4. COMMISSION EMPLOYEES AND INDEPENDENT CONTRACTORS. As provided for by statute, Section 29535 of the California Government Code, the Commission may employ staff, enter into contracts, and conduct other activities necessary to fulfill its responsibilities as a regional transportation planning agency (RTPA) and local transportation commission (LTC).
- a. The Commission shall send advance written notice to the County Administrative Officer with ninety (90) days' prior notice of any Commission action to employ

employees or independent contractors to perform the Scope of Work being performed by County.

5. EXECUTIVE SECRETARY. ~~The Commission shall have an Executive Secretary for the proper administration of Commission affairs.~~

SEE  
FIRST  
AMENDMENT

~~a. Upon the effective date of this AGREEMENT, the County Public Works/Transportation Director (Director) shall serve as an officer of the Commission as its Executive Secretary.~~

~~b. Should the Commission desire to terminate the officer status of the Director or other County employee as the Commission's Executive Secretary without cause, the Commission shall send written notice to the County Administrative Officer with ninety (90) days' prior notice of the effective day of the termination. The termination of the County employee's officer status shall become effective when the Commission has successfully appointed an Executive Secretary and the appointed Executive Secretary has accepted the position.~~

6. VACANCY OR ABSENCE OF EXECUTIVE SECRETARY. ~~In the event of the absence or vacancy of the position of Executive Secretary, the County Administrative Officer, without prior written notice to the Commission, may appoint an Interim Executive Secretary. Upon receiving the interim appointment, the Interim Executive Secretary shall provide written notice of the appointment to the Commission. The Interim Executive Secretary shall cause to be prepared a resolution for Commission action at the next regular meeting of the Commission or by special meeting, if necessary, to ratify the appointment. The resolution shall also provide for the County to recover its direct costs from the Commission, if a Commission budget adjustment is necessary for the County to recover its costs.~~

SEE  
FIRST  
AMENDMENT

7. COUNTY PERFORMANCE. In rendering such services to the Commission, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of County personnel so employed, shall remain with the County. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this AGREEMENT by County personnel, or the level or manner of performance of such services, the determination of the County Administrative Officer shall be final with regard to the services performed by County employees in their respective departments under this AGREEMENT. In the event that the County determines that a County employee(s) acts or omissions have resulted, or may result, in liability to County or Commission, County shall have the right to place a County employee on administrative leave without notice to Commission. County shall promptly notify (within 24 hours) the Commission Board of Directors of such action.

8. INDEPENDENT CONTRACTOR. While the County employee(s) assigned to Commission for the implementation this AGREEMENT are performing the Scope of Work, herein, the County and its officers, agents and employees are not, and shall not be deemed, Commission employees for any purpose, including workers' compensation and employee benefits. The Commission shall not be liable for compensation or

indemnity to any County employee for injury or sickness arising out of his employment. The Commission shall have no responsibility for the payment of any salaries, wages, or other compensation to any County personnel performing services for the Commission pursuant to this AGREEMENT, or any liability other than that provided for in this AGREEMENT.

9. PAYMENT. The County shall provide the Commission with a proposed annual budget for recovery of the County's direct costs for salaries and employee benefits, services and supplies, and fixed assets to perform the services mentioned in SCOPE OF WORK, herein. The County shall recover its countywide indirect costs through the Cost Allocation Plan, A-87.
  - a. If the amount budgeted and paid by the Commission to the County for services by the County during any fiscal year does not reasonably approximate the actual costs incurred by the County during such fiscal year, then the Commission budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment by the Commission to the County for the prior fiscal year.
  - b. Modification, expiration or early termination of this AGREEMENT shall not relieve the obligation of the Commission to compensate County for the recovery of County's direct and indirect costs, including post-agreement costs. Examples of the County's post-agreement costs may include but is not limited to the County's legal and employer-employee related costs, such as the payment of salaries, employee benefits, and unemployment compensation.
10. ACCESS TO RECORDS/RETENTION. County shall have access to any books, documents, papers and records of the Commission that are directly pertinent to the subject matter of this AGREEMENT for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall retain records pursuant to statute or after Commission makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. Commission shall cooperate with County and County shall cooperate with Commission in providing all necessary data in a timely and responsive manner to comply with all reporting and record retention requirements.
11. ASSETS. The parties recognize that furniture, equipment, office supplies, vehicles and other personal property will be required by the County to carry out its duties under this AGREEMENT. All such personal property which is purchased or otherwise acquired by the County shall be the sole property of the County and shall remain County property upon the termination of this AGREEMENT. If the Commission decides to purchase or otherwise acquire any such personal property for use by the County in carrying out the duties of the County under this AGREEMENT, such property shall remain the sole property of the Commission at all times and shall be promptly returned to the Commission by the County upon termination of this AGREEMENT.
12. 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, as

authorized by a majority vote by both the Commission and the County, and then signed by both parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

13. CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this AGREEMENT, including a change of county policy, both parties agree to be governed by the new provisions, without any notice given to either party of the change in statute or regulation.
14. SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this AGREEMENT shall supersede any prior arrangements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
15. TERMINATION. Initiation of termination of this AGREEMENT shall begin with either party giving the other at least 90 days written notice of intent to terminate prior to the date a proposed annual budget is adopted, or prior to April 1<sup>st</sup> of any year of this AGREEMENT, whichever comes first. This AGREEMENT shall remain in full force and effect until and upon when the AGREEMENT is terminated by a majority vote by either the Commission or the County and upon the proper discharge of all legal obligations incurred or undertaken by the Commission, including the payment of post-agreement costs pursuant to Section 9 PAYMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates shown opposite their respective signatures.

COMMISSION

Dated: 2-1-16

By: Aaron Albaugh  
AARON ALBAUGH, Chairman  
Lassen County Transportation Commission

COUNTY

Dated: 2-1-16

By: Jim Chapman  
JIM CHAPMAN, Chairman  
Lassen County Board of Supervisors

Approved as to form:

Robert M. Burns  
Robert M. Burns  
Lassen County Counsel

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**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE LASSEN COUNTY  
TRANSPORTATION COMMISSION AND THE COUNTY OF LASSEN FOR THE  
PROVISION OF STAFFING AND SUPPORT SERVICES**

This amendment hereinafter referred to as "Amendment," is made and entered into as of this 24 day of MAY, 2016, by and between the COUNTY OF LASSEN, hereinafter referred to as the "County," and the LASSEN COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as the "Commission", as parties to the agreement hereinafter referred to as "Agreement" dated February 9, 2016.

1. The Agreement is amended as follows (insertions are indicated with double underline, and deletions are noted with ~~strikethrough~~):

- a. Section 2 is amended to read as follows:

This AGREEMENT shall become effective upon the date first written above and when executed by both parties and will automatically renew each fiscal year thereafter unless notice to terminate is given shall expire ~~on July 1, 2016.~~ The term may be ~~extended~~ modified pursuant to Section 12 MODIFICATION, or the AGREEMENT may be terminated earlier pursuant to Section 15 TERMINATION.

- b. Section 5 is amended to read as follows:

Effective July 1, 2016, the County Administrative Officer or his/her designee shall serve as an officer of the commission as Executive Secretary. The Executive Secretary shall have the authority to represent the commission in the commission's intergovernmental relationships in accordance with commission policies and instructions. When directed, the Executive Secretary shall represent the commission in dealing with individuals or groups concerned with commission affairs.

~~The Commission shall have an Executive Secretary for the proper administration of Commission affairs.~~

~~a. Upon the effective date of this AGREEMENT, the County Public Works/Transportation Director (Director) shall serve as an officer of the Commission as its Executive Secretary.~~

~~b. Should the Commission desire to terminate the officer status of the Director or other County employee as the Commission's Executive Secretary without cause, the Commission shall send written notice to the County Administrative Officer with ninety (90) days' prior notice of the effective day of the termination. The termination of the County employee's officer status shall become effective when the Commission has successfully appointed an Executive Secretary and the appointed Executive Secretary has accepted the position.~~

c. Section 6 is amended to read as follows:

(Reserved)

~~VACANCY OR ABSENCE OF EXECUTIVE SECRETARY. In the event of the absence or vacancy of the position of Executive Secretary, the County Administrative Officer, without prior written notice to the Commission, may appoint an Interim Executive Secretary. Upon receiving the interim appointment, the Interim Executive Secretary shall provide written notice of the appointment to the Commission. The Interim Executive Secretary shall cause to be prepared a resolution for Commission action at the next regular meeting of the Commission or by special meeting, if necessary, to ratify the appointment. The resolution shall also provide for the County to recover its direct costs from the Commission, if a Commission budget adjustment is necessary for the County to recover its costs.~~

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates shown opposite their respective signatures.

COMMISSION

Dated: 5/14/16

By: Aaron Albaugh  
AARON ALBAUGH, Chairman  
Lassen County Transportation Commission

Approved as to form:

Margaret Long  
Commission Counsel

COUNTY

Dated: 5/24/16

By: Jim Chapman  
JIM CHAPMAN, Chairman  
Lassen County Board of Supervisors

Approved as to form:

Robert M. Burns  
Lassen County Counsel

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**Lassen County  
Board of Supervisors  
Minute Order**

**Tuesday, May 24, 2016**

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**LASSEN COUNTY SUPERVISORS:**

**DISTRICT 1 - BOB PYLE; DISTRICT 2 - JIM CHAPMAN-CHAIRMAN; DISTRICT 3 - JEFF  
HEMPHILL; DISTRICT 4 - AARON ALBAUGH; DISTRICT 5 - TOM HAMMOND**

**A. 9:04 A.M. CALL TO ORDER**

PRESENT: Supervisors Bob Pyle, Jim Chapman, Jeff Hemphill, Aaron Albaugh and Tom Hammond. Also present: County Administrative Officer Richard Egan, County Counsel Robert Burns and Deputy Clerk of the Board Susan Osgood.

**Present:** 5 - Supervisor Bob Pyle, Supervisor Jim Chapman, Supervisor Jeff Hemphill, Supervisor Aaron Albaugh and Supervisor Tom Hammond

**Excuse:** 0

**INFORMATION/CONSENT CALENDAR**

**Approval of the Consent Agenda**

**A motion was made by Supervisor Hemphill, seconded by Supervisor Hammond, to approve the Consent Agenda. The motion carried by the following vote:**

**Aye:** 5 - Pyle, Chapman, Hemphill, Albaugh and Hammond

**ADMINISTRATIVE SERVICES**

**AMENDMENT**

**SUBJECT:** First Amendment to Staffing and Services Agreement with the Lassen County Transportation Commission

**FISCAL IMPACT:** None for fiscal year 2015/2016, and to be determined for fiscal year 2016/2017; Fund 128 Local Transportation Fund Administration and Planning, provides for revenues and expenditures associated with the County's cost to provide staffing and services for the LCTC and for the Lassen County Transit Services Agency (LTSA). The LCTC is developing its overall work plan and budget for 2016/17, which may or may not have a

fiscal impact to Fund 128.


ACTION REQUESTED: 1) Approve agreement, and 2) Authorize the Chairman to sign.

**This Agreement was approved on the Consent Agenda.**

County of Lassen County    )  
State of California         ) ss.

I, SUSAN OSGOOD, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, State of California, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors on above date.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Official Seal of the said Board of Supervisors this 31st day of May, 2016.

By   
Deputy Clerk of the Board, County of Lassen,  
Board of Supervisors

County of Lassen  
**ADMINISTRATIVE SERVICES**



**ROBERT F. PYLE**

District 1

**JIM CHAPMAN**

District 2

**JEFF HEMPHILL**

District 3

**AARON ALBAUGH**

District 4

**TOM HAMMOND**

District 5

**Richard Egan**

County Administrative Officer

email: [coadmin@co.lassen.ca.us](mailto:coadmin@co.lassen.ca.us)

**Julie Morgan**

Assistant to the CAO

email: [jmorgan@co.lassen.ca.us](mailto:jmorgan@co.lassen.ca.us)

**Regina Schaap**

Executive Assistant to the CAO

email: [rschaap@co.lassen.ca.us](mailto:rschaap@co.lassen.ca.us)

County Administration Office

221 S. Roop Street, Suite 4

Susanville, CA 96130

Phone: 530-251-8333

Fax: 530-251-2663

## Memorandum

March 24, 2016

TO: Lassen County Transportation Commission  
Meeting Date: March 28, 2016

FROM: Richard Egan, County Administrative Officer *ME*

SUBJECT: First Amendment to Staffing and Services Agreement

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RECOMMENDATION: Information for the Commission

PREVIOUS COMMISSION ACTIONS: At its January 19, 2016, special meeting, the Commission approved an agreement by and between the Commission and the County of Lassen for the County to provide staffing and services to the Commission.

The term of the agreement will expire on July 1, 2016, unless extended by a majority vote by both the Commission and the County Board of Supervisors

Additionally, the agreement also ratified the pre-existing arrangement of the County Public Works/Transportation Director as serving as an officer of the Commission as its Executive Secretary.

DISCUSSION: Attached for your information is a draft of a proposed amendment to the staffing and services agreement. The proposed amendment as it is currently drafted, and if adopted, would make two changes to the existing agreement.

The first change will provide for extending the term of the agreement annually, unless terminated.

The second change will remove the Executive Secretary status of the County Public Works/Transportation Director and then designate the County Administrative Officer (CAO) as the Commission's Executive Secretary, effective on July 1, 2016. Designation of the CAO will correctly align the Commission's organizational structure with the County's organizational structure, and clarify reporting relationships and accountability of the County Public Works/Transportation Director reporting to and appointed by the CAO.

It is my intention to first present this amendment to County Counsel for review as to form and then to the Board of Supervisors for their consideration and action.

ALTERNATIVES: The Commission may make a request of its outside legal counsel to perform comprehensive review of the amendment and existing agreement, and if necessary, propose additional amendments in addition to those being offered within the attached document.

FINANCIAL IMPACT: Not applicable

OTHER AGENCY INVOLVEMENT: None

RE:ts

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE LASSEN COUNTY  
TRANSPORTATION COMMISSION AND THE COUNTY OF LASSEN FOR THE  
PROVISION OF STAFFING AND SUPPORT SERVICES**

This amendment hereinafter referred to as "Amendment," is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF LASSEN, hereinafter referred to as the "County," and the LASSEN COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as the "Commission", as parties to the agreement hereinafter referred to as "Agreement" dated February 9, 2016.

1. The Agreement is amended as follows (insertions are indicated with double underline, and deletions are noted with ~~strikethrough~~):

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- b. Section 5 is amended to read as follows:

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c. Section 6 is amended to read as follows:

(Reserved)

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2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates shown opposite their respective signatures.

COMMISSION

Dated: \_\_\_\_\_

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

AARON ALBAUGH, Chairman  
Lassen County Transportation Commission

COUNTY

Dated: \_\_\_\_\_

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

JIM CHAPMAN, Chairman  
Lassen County Board of Supervisors

Approved as to form:

\_\_\_\_\_  
Robert M. Burns  
Lassen County Counsel

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