



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoulc.org

1312 Fairlane Road, Suite 2
Yreka, California 96097
D: 530.842.8238/C: 530.709.5060

Regular Meeting of the Siskiyou County Local Transportation Commission

Date: Tuesday, August 20, 2024

Time: 10:30 A.M. PST

In-Person Location: Siskiyou County Transit Center – Conference Room
190 Greenhorn Road
Yreka, CA 96097

Information to participate by Zoom:

Conference Call In Number: +1.669.444.9171 US

Meeting ID: 898 9463 6902

All agendas are available at: <https://siskiyoulc.org/docs-category/meeting-agenda/>

Siskiyou County Local Transportation Commission Members

Representatives of the Siskiyou County Board of Supervisors

Michael Kobseff, Vice Chair	County Supervisor – District 3
Nancy Ogren	County Supervisor – District 4
Ed Valenzuela	County Supervisor – District 2
Brandon Criss (Alternate)	County Supervisor – District 1

Representatives of the League of Local Agencies

Bruce Deutsch, Chair	Councilmember, City of Dunsmuir
Paul McCoy	Councilmember, City of Yreka
Susan Tavalero	Councilmember, City of Weed
Julia Mason (Alternate)	Councilmember, Town of Fort Jones

The agenda items are as follows:

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) Presentations from the Public



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PLEASE NOTE: This time slot is for information from the public. No action or discussion will be conducted on matters presented at this time. You will be allowed three (3) minutes for your presentation. The Chair can extend the time for appropriate circumstances. When addressing the Commission, please state your name for the record prior to providing your comments. Please address the Commission, as a whole, through the Chair. Comments should be limited to matters within the jurisdiction of the Commission.

4) Consent Agenda

The following consent agenda items are expected to be routine and non-controversial. They may be acted upon by the Commission at one time without discussion. Any Commissioner, staff member, or interested person may request that an item be removed from the Consent Agenda for discussion and consideration. Approval of a consent item means approval of the recommended motion as specified on the Agenda Worksheet.

Fiscal Reporting – Informational Only - Reports of Expenditures and Revenues from June 1, 2024, to July 31, 2024, for:

- A. Local Transportation Commission (Fund: 2505)
- B. Regional Transportation Planning (Fund: 2506)
- C. Local Transportation Funds (Fund: 2536)
- D. Regional Surface Transportation Block Grant Program (Fund: 2537)
- E. State Transit Assistance (Fund: 2538)

Regular Informational Items

- F. Transportation Staff Report - Monthly report from General Services on transportation activities and ridership.
- G. Commission Staff Report - Monthly report from Executive Director on activities, reporting, and other projects.

Consent Agenda Action Items

- H. Approval of Minutes of the Regular Meeting held on June 11, 2024.
- I. State of Good Repair FY 2024/2025 Project List – Adopt Resolution approving the State of Good Repair project list for FY 2024/2025 and



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- authorize the Executive Director to execute documents required to secure funding.
- J. Local Transportation Administration FY 2024/2025 Amended Budget – Authorize the Executive Director to increase appropriations due to a change in the State of Good Repair estimates issued by the State of California on August 5, 2024.
 - K. State Transit Assistance FY 2024/2025 – Approve amended claim for STAGE and authorize the Executive Director to increase appropriations in the FY 2024/2025 budget.
 - L. STAGE – Section 5311 Formula Grant FFY 2024 - Authorize Executive Director to execute the Certifications and Assurances for STAGE’s application to the FTA Section 5311 Formula based grant program.
- 5) Presentation/Discussion/Direction – Regional Active Transportation Plan – Presentation of an update regarding the Regional Active Transportation Plan draft recommendations and visions and goals.
 - 6) Discussion/Direction/Action – Amend allocated funds per fiscal year on contract with NCE for pavement management system updates.
 - 7) Discussion/Direction/Action – Authorize the acceptance of allocations of SB 125 and authorize the Auditor-Controller’s Office to establish budgets based on the program requirements.
 - 8) Discussion/Direction/Action – Authorize the Chair to execute a resolution agreeing to abide by the Golden State Risk Management Authority Joint Exercise of Powers Agreement and the Golden State Risk Management Authority By-Laws and authorize the Executive Director to move forward with membership.
 - 9) Discussion/Direction – Discussion regarding Amtrak Thruway Bus service to Siskiyou County.
 - 10) Other Business
 - A. Executive Director – Other Updates
 - B. Other Business – Items from Commission that do not require an agenda item or requests for future agenda items.



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C. Next Regular Meeting – Tuesday, September 10, 2024, at 10:30 a.m. PST

11) Adjournment

NOTE:

Siskiyou County Local Transportation Commission offers teleconference participation in the meeting via Zoom, or similar technology, as a courtesy to the public, who have the option and right to attend in person. If no member of the Commission is attending the meeting via teleconference and a technical error or outage occurs, or if a participant disrupts the meeting in a manner that cannot be specifically addressed, the Commission reserves the right to discontinue Zoom, or similar technology, access and to continue conducting business.

Topic: Siskiyou County Local Transportation Commission Meeting

Time: Tuesday, August 20, 2024 – 10:30 a.m. Pacific Time (US and Canada)

Zoom Attendees:

Conference Call In Number: +1.669.444.9171 US

Meeting ID: 898 9463 6902

I declare a copy of this agenda was posted at the Siskiyou County Transit Center at 190 Greenhorn Road, Yreka, CA 96097, by August 16, 2024, by 5:00 PM.

A printed agenda packet will be available for public review by 5:00 p.m. on the Friday preceding the meeting date at the Siskiyou County Transit Center and online at:
<https://siskiyoucoltc.org/docs-category/meeting-agenda/>

NOTE:

Public participation is encouraged. In compliance with Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and in compliance with the Ralph M. Brown Act, if you plan on attending the public meeting and need a special accommodation because of a sensory or mobility impairment or disability, or have a need for an interpreter, please contact Melissa Cummins at 530.842.8238, 48 hours in advance of the meeting to arrange for those accommodations. (Government Code 53953)

Siskiyou County Local Transportation Commission
Report of Revenues Expenditures

Fiscal Year 24

June 1, 2024 to August 9, 2024

Item 4A

Fund: 2505 Org: 303020 Local Transportation Administration

<u>Transaction Date</u>	<u>Document #</u>	<u>Document Description</u>	<u>Transaction Amount</u>
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FY 2023/2024

Revenues Received:

6/24/2024	J2414654	WORK PERFORMED BY M CUMMINS 03/24	\$ 13,278.39
6/24/2024	J2414688	STATE APRIL 2024 ALLOC 1/4% LTF	\$ 32,500.00
6/25/2024	J2414904	WORK PERFORMED BY M CUMMINS 05/24	\$ 11,977.48
6/25/2024	J2414904	WORK PERFORMED BY M CUMMINS 05/24	\$ 418.00
6/30/2024	J2415427	LTC WORK PRFMD M CUMMINS ATP GRANT	\$ 8,860.77
6/30/2024	J2415427	LTC WORK PRFMD M CUMMINS ATP GRANT	\$ 557.97
			<u>\$ 67,592.61</u>

Payroll and Expenditures:

6/11/2024	10593974	AMAZON CAPITAL SERVICES, INC	\$ 32.41
6/14/2024	F2400093	HR Payroll 2024 BW 12 0	\$ 250.00
6/14/2024	F2400093	HR Payroll 2024 BW 12 0	\$ 357.82
6/14/2024	F2400093	HR Payroll 2024 BW 12 0	\$ 1,454.35
6/14/2024	F2400093	HR Payroll 2024 BW 12 0	\$ 34.27
6/14/2024	F2400093	HR Payroll 2024 BW 12 0	\$ 34.27
6/14/2024	F2400093	HR Payroll 2024 BW 12 0	\$ 815.27
6/14/2024	F2400093	HR Payroll 2024 BW 12 0	\$ 4,569.08
6/18/2024	10594510	VERIZON WIRELESS	\$ 52.51
6/24/2024	J2414702	05/22/24 CALCARD M CUMMINS	\$ 85.47
6/24/2024	J2414702	05/22/24 CALCARD M CUMMINS	\$ 405.47
6/25/2024	J2414820	STATE OF GOOD REPAIR FY23/24-SCLTC	\$ 19,811.00
6/27/2024	J2415141	CANON LEASE REIMBURSE 2/14-6/20/24	\$ 6.11
6/27/2024	J2415142	CANON PRINTS REIMBURSE 2/14-6/20/24	\$ 13.48
6/27/2024	UP240829	23/24 COST PLAN-JUNE 2024	\$ 194.38
6/28/2024	F2400123	HR Payroll 2024 BW 13 0	\$ 250.00
6/28/2024	F2400123	HR Payroll 2024 BW 13 0	\$ 359.98
6/28/2024	F2400123	HR Payroll 2024 BW 13 0	\$ 1,454.35
6/28/2024	F2400123	HR Payroll 2024 BW 13 0	\$ 34.27
6/28/2024	F2400123	HR Payroll 2024 BW 13 0	\$ 34.27
6/28/2024	F2400123	HR Payroll 2024 BW 13 0	\$ 864.58
6/28/2024	F2400123	HR Payroll 2024 BW 13 0	\$ 4,569.08
6/30/2024	10596243	AMAZON CAPITAL SERVICES, INC	\$ 110.96
6/30/2024	F2500004	HR Payroll 2024 BW 14 0	\$ 125.00
6/30/2024	F2500004	HR Payroll 2024 BW 14 0	\$ 178.91
6/30/2024	F2500004	HR Payroll 2024 BW 14 0	\$ 786.11
6/30/2024	F2500004	HR Payroll 2024 BW 14 0	\$ 17.13
6/30/2024	F2500004	HR Payroll 2024 BW 14 0	\$ 17.13
6/30/2024	F2500004	HR Payroll 2024 BW 14 0	\$ 407.64
6/30/2024	F2500004	HR Payroll 2024 BW 14 0	\$ 2,284.54
			<u>\$ 39,609.84</u>

FY 2024/2025

Revenues Received:

7/1/2024	IA244182	4TH QTR 23/24 INTEREST ALLOCATION C	\$ 1,001.63
			<u>\$ 1,001.63</u>

Siskiyou County Local Transportation Commission
 Report of Revenues Expenditures

Transaction Date	Document #	Document Description	Transaction Amount	
Payroll and Expenditures:				
7/12/2024	F2500005	HR Payroll 2024 BW 14 0	\$	125.00
7/12/2024	F2500005	HR Payroll 2024 BW 14 0	\$	178.92
7/12/2024	F2500005	HR Payroll 2024 BW 14 0	\$	786.12
7/12/2024	F2500005	HR Payroll 2024 BW 14 0	\$	17.14
7/12/2024	F2500005	HR Payroll 2024 BW 14 0	\$	17.14
7/12/2024	F2500005	HR Payroll 2024 BW 14 0	\$	407.63
7/12/2024	F2500005	HR Payroll 2024 BW 14 0	\$	2,284.54
7/23/2024	10595977	VERIZON WIRELESS	\$	52.51
7/23/2024	10595905	AMAZON CAPITAL SERVICES, INC	\$	75.20
7/26/2024	F2500010	HR Payroll 2024 BW 15 0	\$	250.00
7/26/2024	F2500010	HR Payroll 2024 BW 15 0	\$	359.98
7/26/2024	F2500010	HR Payroll 2024 BW 15 0	\$	1,572.23
7/26/2024	F2500010	HR Payroll 2024 BW 15 0	\$	34.27
7/26/2024	F2500010	HR Payroll 2024 BW 15 0	\$	34.27
7/26/2024	F2500010	HR Payroll 2024 BW 15 0	\$	863.86
7/26/2024	F2500010	HR Payroll 2024 BW 15 0	\$	4,569.08
8/9/2024	F2500015	HR Payroll 2024 BW 16 0	\$	250.00
8/9/2024	F2500015	HR Payroll 2024 BW 16 0	\$	357.82
8/9/2024	F2500015	HR Payroll 2024 BW 16 0	\$	1,572.23
8/9/2024	F2500015	HR Payroll 2024 BW 16 0	\$	34.27
8/9/2024	F2500015	HR Payroll 2024 BW 16 0	\$	34.27
8/9/2024	F2500015	HR Payroll 2024 BW 16 0	\$	814.55
8/9/2024	F2500015	HR Payroll 2024 BW 16 0	\$	4,569.08
			\$	19,260.11

Siskiyou County Local Transportation Commission
Report of Revenues Expenditures

Fiscal Year 24

June 1, 2024 to August 9, 2024

Item 4B

Fund: 2506

Org: 303020

Regional Planning Assistance

Transaction Date	Document #	Document Description	Transaction Amount
FY 2023/2024			
Revenues Received:			
8/6/2024	J2501055	*DEP 2025-004 STATE OF CA ATP INV 3B	\$ 46,547.75
7/1/2024	IA244182	4TH QTR 23/24 INTEREST ALLOCATION C	\$ 362.40
			\$ 46,910.15
Payroll and Expenditures:			
6/4/2024	10593539	GANNETT CALIFORNIA LOCALIQ	\$ 582.50
6/11/2024	10593974	AMAZON CAPITAL SERVICES, INC	\$ 20.82
6/24/2024	J2414654	WORK PERFORMED BY M CUMMINS 03/24	\$ 12,361.85
6/24/2024	J2414654	WORK PERFORMED BY M CUMMINS 03/24	\$ 916.54
6/24/2024	J2414702	05/22/24 CALCARD M CUMMINS	\$ 320.00
6/25/2024	J2414904	WORK PERFORMED BY M CUMMINS 05/24	\$ 11,526.60
6/25/2024	J2414904	WORK PERFORMED BY M CUMMINS 05/24	\$ 450.88
6/25/2024	10594785	DEUTSCH, BRUCE R.	\$ 59.23
6/26/2024	J2415085	ICRP'S SANIT DEPT TO VAR KREIDER Q1	\$ 40.67
6/27/2024	J2415141	CANON LEASE REIMBURSE 2/14-6/20/24	\$ 24.35
6/27/2024	J2415142	CANON PRINTS REIMBURSE 2/14-6/20/24	\$ 46.24
6/27/2024	10595108	CUMMINS, MELISSA	\$ 57.00
6/27/2024	10595108	CUMMINS, MELISSA	\$ 426.25
6/27/2024	10595245	TAVALERO, SUSAN	\$ 37.39
6/30/2024	J2415427	LTC WORK PRFMD M CUMMINS ATP GRANT	\$ 8,860.77
7/23/2024	10595927	CUMMINS, MELISSA	\$ 21.17
7/23/2024	10595903	ALTA PLANNING + DESIGN INC	\$ 10,724.88
7/23/2024	10595903	ALTA PLANNING + DESIGN INC	\$ 1,867.05
7/23/2024	10595905	AMAZON CAPITAL SERVICES, INC	\$ 54.94
7/24/2024	10596012	NICHOLS CONSULTING ENGINEERS, CHTD	\$ 53,500.00
7/25/2024	10596036	ALTA PLANNING + DESIGN INC	\$ 7,646.47
8/1/2024	10596387	OPTIMIZE WORLDWIDE, INC	\$ 3,250.00
			\$ 85,925.28

* Received after the end of the accrual period.

Siskiyou County Local Transportation Commission
Report of Revenues Expenditures

Fiscal Year 24

June 1, 2024 to August 9, 2024

Item 4C

Fund: 2536

Org: 303021

Local Transportation Funds

<u>Transaction Date</u>	<u>Document #</u>	<u>Document Description</u>	<u>Transaction Amount</u>	
FY 2023/2024				
<u>Revenues Received:</u>				
6/24/2024	J2414732	STATE APRIL 2024 ALLOC 1/4% LTF	\$	122,730.21
7/1/2024	IA244182	*4TH QTR 23/24 INTEREST ALLOCATION C	\$	473.62
7/24/2024	J2500663	*23/24 STATE MAY 2024 ALLOC 1/4% LTF	\$	193,837.92
			<u>\$</u>	<u>317,041.75</u>
<u>Expenditures:</u>				
6/25/2024	J2414892	23/24 4TH ALLOC TO PAY CITIES	\$	94,434.18
8/5/2024	J2501051	23/24 5TH ALLOC TO FT JONES	\$	3,017.87
			<u>\$</u>	<u>97,452.05</u>

* Received during the accrual period.

Siskiyou County Local Transportation Commission
 Report of Revenues Expenditures

Fiscal Year 24

June 1, 2024 to August 9, 2024

Item 4D

Fund: 2537

Org: 303022

Regional Surface Transportation Block Grant

Transaction Date	Document #	Document Description	Transaction Amount
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Revenues Received:

7/1/2024	IA244182	*4TH QTR 23/24 INTEREST ALLOCATION C	\$ 3,487.99
			<u>\$ 3,487.99</u>

Expenditures:

None this period.

<u>\$ -</u>

Siskiyou County Local Transportation Commission
Report of Revenues Expenditures

Fiscal Year 24

June 1, 2024 to August 9, 2024

Item 4E

Fund: 2538

Org: 303023

State Transit Assistance

Transaction Date	Document #	Document Description	Transaction Amount
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Revenues Received:
None this period.

\$ -

Expenditures:
None this period.

\$ -



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Phone: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 4F

Date: August 20, 2024

Subject: Staff Report from General Services on STAGE and Airports

Past Action

This is a monthly report from Transportation Staff on transit and airport related items.

Background

Staff from Siskiyou County General Services – Transportation Division provide a monthly update on ongoing projects related to STAGE and Airports.

Report for August 20, 2024:

- STAGE has two bus driver positions that are posting on the county website. One for the Happy Camp Route and one for the South County circular route.
- STAGE will start the Happy Camp route with current staff one day a week while we are looking for a Happy Camp bus driver. We are currently working on the driver schedule. After the driver is hired we will change the service to two days a week. This route is all funded by the Low Carbon Transit Operations Program (LCTOP) grant.
- STAGE in the last two months has hired a Staff Service Analyst and a Heavy Equipment Mechanic. This makes 2 office staff, 2 supervisors, 2 mechanics and 7 bus drivers and 1 service worker.
- STAGE staff continues to work in the Airport Department while General Services seeks new employees.

Discussion

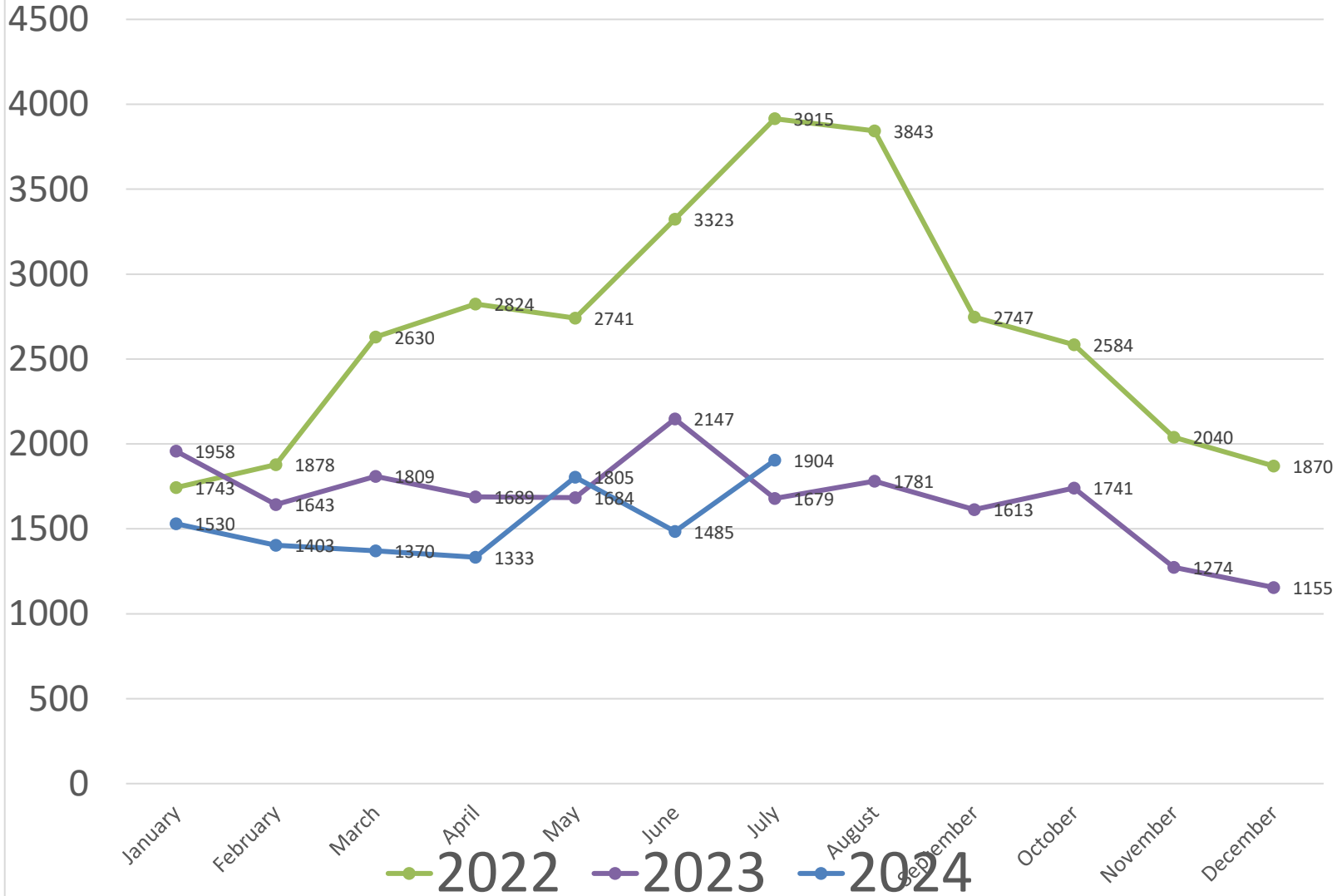
If necessary, review any items the Commission wishes to seek clarification on.

Recommendation

None. This is an information item only.

Attachments (1)

Historical Ridership Comparison 2022,2023,2024



May 2020 through
September 2022
7 Routes, Free Fares

October 2022 through
February 2023
6 Routes, \$1 Fares

Feb 2023 through today
5 Routes, Full Fares

February 2023
Implimented Changes to the
Schedule, 5 routes, Full Fares

April 2, 2024 new schedule to
meet rider needs, 5 routes,
Full Fares



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To: Siskiyou County Local Transportation Commission

Agenda Item: 4G

Date: August 20, 2024

Subject: Report of Activities by Commission Staff through August 10, 2024

Past Action

As requested by the Commission staff are providing the following summary of activities since the last meeting.

I. Commission Activities:

- Provided training to local agency staff on Caltrans invoicing for projects.
- Reviewed the draft Master Fund Transfer Agreement from Caltrans and provided comments.
- Responded to CalSTA request for additional information on SB125 project submissions.
- Prepared and distributed all Local Transportation Fund claims to local agencies on June 20, 2024.
- Submitted State Transit Assistance claim to Siskiyou County Auditor's office for FY 2024/2025 on June 21, 2024.
- Sent reminders to local agencies on SB1 deadline (July 1st) for FY 2024/2025 project lists.
- Drafted minutes from the April 29, 2024, Social Services Transportation Advisory Council meeting.
- Met with STAGE to discuss the State of Good Repair FY 2024/2025 project list for the upcoming Commission meeting on August 20, 2024.
- Review pending unmet transit needs requests.
- Submitted application for general liability and cyber insurance coverage to Golden State Risk Management Authority.
- Attended a meeting of the CalTIP Member Services Committee related to the liability coverage for the proposed Siskiyou Transportation Agency (STA) JPA on August 6, 2024.
- Attended a special CalTIP Board of Directors meeting on August 19, 2024, related to the liability coverage for STA.
- Attended the Caltrans Local Assistance Day Webinar on August 13, 2024.

II. Regional Surface Transportation Program (RSTP)

- Prepared compliance statement agreements for Collier Interpretive and Information Center (CIIC).
- Processed request for reimbursement from CIIC for \$ 9,052 and City of Tulelake for \$ 202,954.

III. Overall Work Program

- Prepared and submitted final packet for FY 2024/2025 Overall Work Program to Caltrans.
- Submitted administrative amendment for FY 2023/2024 Overall Work Program to Caltrans on June 25, 2024.

IV. Coordination Activities:

- Reviewed the new Commission website and provided feedback to consultant.
- Attended a project development team meeting on the McCloud CAPM project on June 11, 2024.
- Attended a project development team meeting on the Happy Camp Complete Streets project on June 20, 2024.



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- Reviewed letter of opposition on SB1216 (Blakespear) from Nevada County Transportation Commission.
- Attended RTPA Group meeting (virtually) on June 26, 2024.
- Attended the monthly coordination meeting with Nicole Fortner from Caltrans District 2.
- Participated in a pre-construction meeting with Caltrans and City of Dorris on the Dorris CAPM paving project that was scheduled to begin on July 22, 2024.
- Attended the North State Intercity Bus to Rail Plan Advisory Committee Meeting #1 on July 31, 2024.
- Attended the Montague CAPM focus meeting on July 31, 2024.

V. Pavement Management System Update

- Review and response to inquiries from consultant on draft plan and work plan for final draft.

VI. Active Transportation Plan Grant:

- Attended Project Management meetings with Alta Planning on June 12th, July 9th, August 7th, and August 13, 2024.
- Submitted Invoice #4 to Caltrans.
- Reviewed draft visions and goals for project.
- Submitted quarterly progress report on July 3, 2024.
- Distributed draft recommendations to each local agency. Comments were due by July 28, 2024.
- Attended meeting with consultant and Caltrans to discuss state highways projects for draft plan on July 1, 2024.
- Attended meeting with Alta and City of Yreka staff regarding draft recommendations on August 14, 2024.

VII. Regional Transportation Improvement Program

- Held our first FY 2024/2025 quarterly STIP project meeting with local agencies on July 29, 2024.
- Facilitated a local agency training with Caltrans on STIP allocation requests and invoicing.
- Assisted local agency with program supplement agreement for STIP project.
- Submitted STIP allocation request for PPM funds in FY 2024/2025.
- Coordinated regional State Highway Needs meetings for August 2024.
- Met with Town of Fort Jones to discuss some challenges regarding their STIP project.
- Attended State Highway Needs meetings on August 12th and August 19th.
- Attended the ATP/STIP Allocation & Reimbursement training provided by Caltrans District 2 on August 1, 2024.

VIII. Regional Transportation Plan

- Prepared, setup for, and attended the Airport Stakeholders Open House on July 10, 2024.
- Compiled comments received from attendees.

IX. Upcoming Items

- Submit the 4th quarter and year end close out for the FY 2023/2024 Overall Work Program to Caltrans.
- Draft the amended FY 2024/2025 Overall Work Program to incorporate the recently awarded grant and any carryover funds from FY 2023/2024.
- Draft the request for proposals for the Regional Transportation Plan update.



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- Draft the request for proposals for the Siskiyou County Evacuation and Emergency Preparedness Plan.
- Draft the request for proposals for the Operational Improvements project (SB 125) and the Zero Emissions Vehicle Strategy Plan project (SB 125).

Discussion

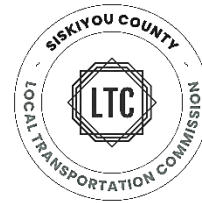
If necessary, review any items the Commission wishes to seek clarification on.

Recommended Action

None. This is an information item only.

Attachments (1)

1 – Letter of Opposition – SB 1216 (Blakespear): Transportation projects: Class III bikeways: prohibition



June 24, 2024

The Honorable Lori Wilson
Chair, Assembly Transportation Committee
1020 N Street, Suite 112
Sacramento, CA 95814

**Re: SB 1216 (Blakespear): Transportation projects: Class III bikeways: prohibition
As amended on April 16, 2024 – Oppose
Set for hearing in the Assembly Transportation Committee – July 1, 2024**

Dear Chair Wilson:

On behalf of the Nevada County Transportation Commission, the Butte County Association of Governments, the El Dorado County Transportation Commission, the Lassen County Transportation Commission, the Merced County Association of Governments, the Siskiyou County Local Transportation Commission, and the Tulare County Association of Governments, we write in opposition to SB 1216, which would prohibit the maintenance and construction of certain Class III bikeways and preclude the California Transportation Commission (Commission) from allocating funding under the Active Transportation Program to projects that add a Class III bikeway unless the design speed of the roadway is 25 mph or less.

As rural transportation agencies, we work with our communities and Caltrans to identify transportation needs, propose solutions, and implement projects to create balanced regional transportation system, while maximizing the use of limited financial resources available for transportation improvements in rural areas. Accordingly, we support the flexibility in current law to plan, design, build, and pursue funding for bicycle infrastructure that considers our limited resources and the unique characteristics of our rural communities.

SB 1216 would prevent local and state agencies from installing or maintaining a Class III bikeway on or after January 1, 2025, on streets with posted speed limits greater than 30 mph. While much of the discussion of the bill has been focused on “sharrows” – painted symbols on roadway surfaces which indicate to drivers and people riding bicycles that they should share the road—the bill’s language prevents the installation or maintenance of any Class III bikeway facility. Many rural roadways have limited right-of-way widths, as well as topographical and financial constraints, which make it infeasible for certain roadways to be widened to meet a Class II bike lane standard. In these circumstances, Class III bikeways may be the only feasible option to provide safer and lower-stress connection for people riding bikes. These

facilities serve a valuable purpose by indicating to people riding bicycles that a route is safer than other options and by alerting drivers that there may be a higher concentration of cyclists. While it may be reasonable to limit the use of sharrows on higher-speed roadways, a broader prohibition on Class III bikeways is not warranted, particularly in rural areas.

SB 1216 also precludes the Active Transportation Program (ATP) from funding Class III bicycle facilities, with limited exceptions. While our agencies would typically apply for ATP grant funding for more expensive and transformative projects, a Class III facility could be included as part of a broader application—particularly as a connection to segments of Class I pathways or Class II bikeways. SB 1216’s prohibition will disadvantage rural projects, which may include Class III components due to the factors discussed above. Moreover, these provisions of SB 1216 are unnecessary, as the existing ATP scoring criteria ensure that applicants demonstrate how their proposed projects are appropriate for the local community context and will advance lower-stress environment for users. In some cases, considering local context and available resources, a Class III facility may be the most appropriate solution.

For these reasons, we must oppose SB 1216 as it is currently drafted. Our organizations hope to work with the author and the Committee to resolve our remaining concerns with the bill.

Sincerely,



Mike Woodman
Nevada County Transportation Commission



John Clerici
Lassen County Transportation Commission



Ivan Garcia
Butte County Association of Governments



Stacie Guzman
Merced County Association of Governments



Woodrow Deloria
El Dorado County Transportation Commission



Melissa Cummins
Siskiyou County Local Transportation
Commission

cc: The Honorable Catherine Blakespear, California State Senate
Honorable Members, Assembly Transportation Committee
Julia Kingsley, Senior Consultant, Assembly Transportation Committee
Daniel Ballon, Consultant, Assembly Republican Caucus



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

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To: Siskiyou County Local Transportation Commission

Agenda Item: 4H

Date: August 20, 2024

Subject: Approval of Minutes for Previous SCLTC Meetings

Past Action

Not applicable.

Background

Staff is submitting the enclosed minutes for the June 11, 2024, meeting for review and approval by the Commission.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Approval of minutes, with amendments, if necessary.

Attachments (1)

- Minutes of the Siskiyou County Local Transportation Commission meeting on June 11, 2024.



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Minutes of the Siskiyou County Local Transportation Commission

Date: June 11, 2024

The Siskiyou County Local Transportation Commission meeting of June 11, 2024, was called to order by Commissioner Deutsch at 10:31 a.m. at the Siskiyou County Transit Center conference room located at 190 Greenhorn Road, Yreka, California.

Commissioners in attendance included:

Bruce Deutsch
Nancy Ogren
Susan Tavalero
Ed Valenzuela
Michael Kobseff
Paul McCoy

Commissioners absent from the meeting:

Julia Mason (Alternate)
Brandon Criss (Alternate)

Other Staff Present In-Person:

Melissa Cummins, Executive Director
Angie Stumbaugh, Transportation Services Manager
Andy Gilman, Transportation Services Coordinator

The agenda items included:

- 1) Roll Call – Commissioner Deutsch called the meeting to order at 10:31 a.m.

Commissioners present included Deutsch, Kobseff, McCoy, Ogren, Tavalero, and Valenzuela.

- 2) Pledge of Allegiance
- 3) Presentation from the Public - None
- 4) Consent Agenda Items

Item 4H was pulled at the request of Commissioner Kobseff.



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Fiscal Reporting – Informational Only - Reports of Expenditures and Revenues from May 1, 2024, to May 31, 2024, for:

- A. Local Transportation Commission (Fund: 2505)
- B. Regional Transportation Planning (Fund: 2506)
- C. Local Transportation Funds (Fund: 2536)
- D. Regional Surface Transportation Block Grant Program (Fund: 2537)
- E. State Transit Assistance (Fund: 2538)

Regular Informational Items

- F. Transportation Staff Report - Monthly report from General Services on transportation activities and ridership.
- G. Commission Staff Report - Monthly report from Executive Director on activities, reporting, and other projects.

Consent Agenda Action Items

- H. Approval of Minutes of the Regular Meeting held on May 14, 2024.

A motion was made by Commissioner Kobseff for the balance of the consent agenda and seconded by Commissioner Valenzuela.

Ayes: Deutsch, Ogren, Tavalero, Valenzuela

Noes: None

Absent: Criss, Mason, McCoy

Abstain: Kobseff

Motion passed unanimously.

A motion was made by Commissioner Valenzuela to approve Item H and seconded by Commissioner Tavalero.

Ayes: Deutsch, McCoy, Ogren, Tavalero, Valenzuela

Noes: None

Absent: Criss, Mason

Abstain: Kobseff

Motion passed unanimously.

- 5) Presentation/Discussion – Caltrans Clean California – Presentation of construction projects in the region during the summer 2024 construction season.



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Kristin Robinson, Clean California Coordinator for Caltrans District 2, provided a presentation on the program including job creation, dump days offered, garbage collected, and community engagement activities throughout the region.

Ms. Robinson answered questions from the Commission on the future of the project.

6) Presentation/Discussion – Revitalizing Rural Transit Presentation – Presentation of draft report by Ms. Mia Lewis.

Ms. Lewis's full report was included in the agenda packet. During the meeting Ms. Lewis presented a summary of her findings to the Commission including an executive summary of the project, literature review, interview results, quantitative methods, access and route analysis, and grant funding opportunities.

Commissioners provided feedback on the information and discussed various ideas to increase ridership. Commissioner Deutsch emphasized the need for intracity bus service that residents can rely on. Commissioner Kobseff stresses the need to reduce fares to increase the number of riders. Commissioner Valenzuela addresses the concern about other providers that may be able to provide more direct service.

7) Discussion/Action – Local Transportation Fund and State Transit Assistance Claims – FY 2024/2025

Ms. Cummins provided an overview of the documentation included in the agenda packet related to STAGE's FY 2024/2025 State Transit Assistance and FY 2024/2025 Local Transportation Funds claim. Since STAGE did not meet the efficiency review requirements as outlined in the Transportation Development Act, they are only eligible to receive \$ 524,656 for operations and \$ 18,276 would only be available for capital expenses.

Commissioner Ogren inquired about the funding source for the buses recently purchased by STAGE. Ms. Cummins explained that the purchase was funded by previously allocated rolling stock replacement funds and grant funds.

Ms. Cummins reviewed some of the exemptions that were incorporated in the efficiency review calculations. She also touched on the farebox recovery ratio and that this is a topic at the state level regarding the punitive nature of the performance measure for small rural operators.



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The second part of the agenda item is the Local Transportation Fund claims for FY 2024/2025. Ms. Cummins reviewed historical data on STAGE's budget from 2011 to the current year. She reviewed specific revenue and expenditure items and the changes during this period. This included projections for the current fiscal year. Discussion followed between the Commission and staff on the budget data presented.

Ms. Cummins provided the estimated deficit for FY 2023/2024 and FY 2024/2025 totaling approximately \$ 545,000. The operations allocation from the LTF to STAGE has not increased since FY 2015/2016.

Staff's recommendation is to increase STAGE's LTF allocation for FY 2024/2025 to a total of \$ 1,250,000, which includes the \$ 75,000 for rolling stock replacement.

A motion was made by Commissioner McCoy and seconded by Commissioner Tavalero to adopt the resolution approving the State Transit Assistance claim for FY 2024/2025 with \$ 524,656 for operations and \$ 18,276 plus all interest earned during FY 2024/2025 to the capital/rolling stock replacement account.

Ayes: Deutsch, Kobseff, Ogren, Tavalero, Valenzuela
Noes: None
Absent: Criss, Mason

Motion passed unanimously.

A motion was made by Commissioner McCoy and seconded by Commissioner Tavalero to adopt the resolution approving the Local Transportation Fund Claims for FY 2024/2025.

Ayes: Deutsch, Kobseff, Ogren, Tavalero, Valenzuela
Noes: None
Absent: Criss, Mason

Motion passed unanimously.

- 8) Discussion/Action – Regional Surface Transportation Block Grant Program –
Discussion and possible action regarding allocating funding to a proposed project

Ms. Cummins provided an overview of the agenda item. At the previous Commission meeting a question came up regarding funding for a potential shovel



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ready project at the Collier Rest Area Interpretive and Information Center (CIIC). Staff were to research and bring an item back before the Commission. Ms. Cummins and Commissioner Ogren met to review the program requirements and a review of the proposed project. CIIC is an eligible public agency, and this is a transportation related project.

Ms. Cummins contacted the vendor for proposed signs and the contractor to install them. Both agreed to honor their previous quotes submitted to CIIC for the project.

Ms. Cummins did notify the Commission that the City of Etna, who received an allocation for a project at a previous meeting, has a \$ 9,000 shortfall on their Cleveland Street project.

A motion was made by Commissioner Ogren and seconded by Commissioner Tavalero to authorize an allocation of \$ 25,830.00 to the Collier Rest Area Interpretive and Information Center for the Collier Rest Area Interpretive Signs project.

Ayes: Deutsch, Kobseff, Ogren, Tavalero, Valenzuela
Noes: None
Absent: Criss, Mason

Motion passed unanimously.

- 9) Discussion/Action - FY 2024/2025 Recommended Budgets – Discussion and direction regarding Recommended budgets for FY 2024/2025 for the Regional Surface Transportation Block Grant Program budget (Fund: 2537).

During the previous meeting the Commission reviewed various FY 2024/2025 budgets. At that meeting there was an adjustment to the resolution for Fund 2537 due to state funds being received earlier than expected. During a subsequent review it was noted that the amount on the resolution was incorrect. The materials presented in the agenda packet are correcting the FY 2024/2025 budget resolution to reflect the correct estimated revenues and expenditures.

It was noted that Attachment A to the resolution showed a grand total of \$ 394,000 for FY 2024/2025, but this total should be a negative \$ 144,000.

A motion was made by Commissioner Valenzuela and seconded by Commissioner Tavalero to adopt the resolution, with the amended Attachment A,



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approving the FY 2024/2025 Regional Surface Transportation Block Grant budget.

Ayes: Deutsch, Kobseff, Ogren, Tavalero, Valenzuela
Noes: None
Absent: Criss, Mason

Motion passed unanimously.

10) Other Business

a) Executive Director – Other Updates

The Executive Director added the following items to the staff report:

Ms. Cummins provided the Commission with an update on the change from Greyhound to FlixBus. FlixBus now services the I5 corridor. Staff have been communicating with a FlixBus representative about moving their stop to the Mt Shasta Shopping Center. Staff contacted the Mt Shasta City Manager prior to any changes being implemented. The City has approved the request so FlixBus is refining the schedule and will be notifying us when the change is implemented.

Ms. Cummins attended the California Transit Association's spring legislative conference in May. The CTC created the Transit Transformation Task Force in response to SB125. Ms. Cummins plans to attend these meetings and may bring a letter back before the Commission at a later date.

Ms. Cummins provided the Commission with a preview of the Commission's new website.

b) Other Business

Commissioner Valenzuela requested a future agenda item to review the grant funding opportunities identified in Ms. Lewis's report.

Commissioner Deutsch asked about the status of the JPA for the transit agency. Ms. Cummins advised that there was a meeting on Thursday (June 13, 2024) with STAGE's liability carrier and County Counsel to discuss the item.



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Commission Kobseff mentioned another rural agency that subsidizes Uber to provide additional services. Ms. Cummins will reach out to Shasta Regional Transportation Agency to seek information on other programs they offer.

c) Next Regular Meeting – Tuesday, August 20, 2024, at 10:30 a.m. PST

11)Adjourn – Chair Deutsch adjourned the meeting at 11:32 a.m.



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To: Siskiyou County Local Transportation Commission

Agenda Item: 4I

Date: August 20, 2024

Subject: State of Good Repair FY 2024/2025 Project List

Past Action

On September 12, 2023, the Commission adopted Resolution No. 23-29 approving the FY 2023/2024 project list which dedicated the funds to replacement of STAGE’s aging vehicles.

Background

On April 28, 2017, Governor Brown signed Senate Bill (SB) 1 known as the Road Repair and Accountability Act of 2017. Senate Bill 1 will provide over \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation, and capital projects. This program is referred to as the State of Good Repair Program (SGR).

The State Controller’s Office (SCO) publishes annually the estimated SGR funding levels per PUC Section 99313 and PUC Section 99314 according to population and farebox revenues. Per PUC Section 99312.2 (c), only Regional Entities (transportation planning agencies or county transportation commissions) shall be eligible to receive direct allocations from the SCO. Funds allocated per PUC Sections 99313 and 99314 shall then be sub-allocated by the Regional Entities to those public transit operators in their purview which have submitted the required project information to their respective Regional Entities for review and have been evaluated to be eligible to receive SGR funding and determined to best meet local transportation needs.

The estimates issued for FY 2024/2025 are as follows:

PUC 99313 - \$ 76,523.00
PUC 99314 - \$ 3,285.00
Total: \$ 79,808.00

Eligible uses as defined in PUC Section 99212.1(c) includes:

- Transit capital projects or services to maintain or repair a transit operator’s existing transit vehicle fleet or transit facilities, including the rehabilitation and/or modernization of the existing vehicles or facilities.
- The design, acquisition, and construction of new vehicles or facilities that improve existing transit services.
- Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

Transit operations, transit agency administration, and program management are not eligible expenses under this program.



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Pursuant to the State of Good Repair program guidelines, the Commission (RTPA) is required to evaluate the requested project to ensure the proposed project meets the SGR eligibility requirements, is appropriate for the overall transit plan designed for the region, verify estimated amount of SGR funds to be made available to the project/operator, include any requirements the regional entity determines best to suit their respective regions and transit/transportation needs, and obtain a resolution from the region's governing entity indicating approval of the proposed project list.

Siskiyou Transit and General Express (STAGE) is the only eligible transit operator in Siskiyou County. They are requesting an allocation of \$ 79,808.00 to purchase replacement radios for a portion of their bus fleet.

Based on a review of the proposed project with STAGE and the need for radios due to the remote areas their staff travel during their routes staff recommends the Commission approve the request.

Discussion

If necessary, as requested by the Commission.

Recommended Action

- 1) Adopt Resolution approving the State of Good Repair Program FY 2024/2025 project list for STAGE.
- 2) Authorize the Executive Director to execute the State Transit Assistance State of Good Repair Program Recipient Certifications and Assurances for FY 2024/2025.

Attachments (2)

State Transit Assistance State of Good Repair Program Recipient Certifications and Assurances

Recipient: Siskiyou County Local Transportation Commission

Effective Date: August 20, 2024

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.
- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the

Department of any negative audit findings related to any project using SGR funds.

- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200,

are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

Siskiyou County Local Transportation Commission

BY: _____

Melissa Cummins, Executive Director
Siskiyou County Local Transportation Commission

ATTACHMENT I
Resolution of the Siskiyou County Local Transportation Commission

Siskiyou County Local Transportation Commission

Resolution No. _____

Resolution Approving the Project List for FY 2024/2025 for State of Good Repair Program

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, the Siskiyou County Local Transportation Commission, as the designated regional transportation planning agency, is the eligible project sponsor and may receive and distribute State Transit Assistance – State of Good Repair funds for eligible transit capital projects;

WHEREAS, the Siskiyou County Local Transportation Commission is responsible for distributing State of Good Repair funds to eligible transit operators under its regional jurisdiction; and

WHEREAS, the Siskiyou Transit and General Express’s (STAGE) share of SGR funds for FY 2024/2025 are estimated to be \$ 79,808.00;

WHEREAS, these funds will be used for the following list project; and

Project Title	Project Description	Total SGR Costs PUC 99313	Total SGR Costs PUC 99314	Total All Other Funds	Total Project Costs
Radio Equipment Replacement	Replacement of a portion of aging radios in STAGE’s fleet.	\$ 76,523	\$ 3,285	\$ -	\$ 79,808

WHEREAS, the Siskiyou County Local Transportation Commission concurs with the project list submitted for the State of Good Repair Program funds;

NOW, THEREFORE, BE IT RESOLVED, that the Siskiyou County Local Transportation Commission hereby approves the SB1 State of Good Repair Project List for FY 2024/2025; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Siskiyou County Local Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair funds and to execute the related grant applications, forms and agreements as required to secure the funds.

SIGNATURES FOLLOW ON NEXT PAGE

PASSED AND ADOPTED by the Siskiyou County Local Transportation Commission this 20th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

Bruce Deutsch, Chairperson

ATTEST:

Melissa Cummins
Executive Director



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
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To: Siskiyou County Local Transportation Commission

Agenda Item: 4J

Date: August 20, 2024

Subject: Local Transportation Administration – Amended Budget FY 2024/2025

Past Action

On May 14, 2024, the Commission adopted Resolution No. 24-10 approving the FY 2024/2025 Local Transportation Administration Recommended Budget.

Background

Since the Commission adopted the Recommended Budget on May 14, 2024, the State of California released revised estimates for the State of Good Repair Program for FY 2024/2025.

This request is to amend the FY 2024/2025 Local Transportation Administration budget (Fund: 2505) as follows:

- Increase FY 2024/2025 anticipated State Revenue (540800) to \$ 79,808
- Increase FY 2024/2025 anticipated Contributions to Other Agencies (752500) to \$ 79,808

Discussion

If necessary, as requested by the Commission.

Recommended Action

- 1) Authorize the Executive Director to increase appropriations in Fund 2505 as outlined.
- 2) Authorize the Auditor-Controller to establish the budget as outlined in the attached document.

Attachments (1)

- Budget appropriations request form.

Siskiyou County Auditor's Office
BUDGET APPROPRIATION TRANSFER REQUEST

RESOLUTION NO:

DEPARTMENT Local Transportation Commission Administration

Date: 8/15/2024

FISCAL YEAR 24/25

Rule Code **BD02**

Increase appropriations as a result of revised estimates for the FY 2024/2025 State of Good Repair program.

BUDGET TRANSFER FROM:						BUDGET TRANSFER TO:					
FUND #	ORG #	ACCT #	ACCOUNT NAME	ACTV #	AMOUNT	FUND #	ORG #	ACCT #	ACCOUNT NAME	ACTV #	AMOUNT
						2505	303020	540800	STATE OTHER		\$ (4,378)
						2505	303020	752500	CONTRIBUTIONS TO OTHER AGENCIES		\$ 4,378
Total Journal					\$ -	Total Journal					\$ -
								595000	OPERATING TRANSFERS IN		
								795000	TRANSFER OUT		

COUNTY ADMINISTRATOR _____ DATE _____ SIGNATURE OF REQUESTING OFFICIAL _____ DATE _____

Official Use Only: **BOARD ACTION REQUIRED? YES NO**

AYES: _____ NOES: _____ ABSENT: _____

CHAIR, BOARD OF SUPERVISORS _____

CLERK OF THE BOARD _____ DATE _____

TRANSFER APPROVED

JV # _____

White - Auditor
 Canary - Clerk
 Pink - Originating Department

AUDITOR



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

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To: Siskiyou County Local Transportation Commission

Agenda Item: 4K

Date: August 20, 2024

Subject: State Transit Assistance - Revised Budget and Amended Claim for STAGE – FY 2024/2025

Past Action

On May 14, 2024, the Commission adopted Resolution No. 24-14 approving the FY 2024/2025 State Transit Assistance Recommended Budget which included \$ 543,682 in revenues and expenses.

On May 14, 2024, the Commission adopted Resolution No. 24-15 approving the FY 2024/2025 State Transit Assistance claim for STAGE with \$ 524,656 for operations and \$ 18,276 plus all interest earned during the fiscal year for rolling stock replacement.

Background

Since the Commission adopted the Recommended Budget on May 14, 2024, the State of California released revised estimates for the State Transit Assistance Program for FY 2024/2025.

This request is to amend the FY 2024/2025 State Transit Assistance budget (Fund: 2538) as follows:

- Decrease FY 2024/2025 anticipated State Revenue (540800) to \$ 533,455
- Decrease FY 2024/2025 STAGE Allocation Expense (751002) to \$ 534,205

As a result of the revised estimates STAGE’s claim for State Transit Assistance requires an amendment. Based on the new amounts the following would be the updated allocations:

Operations	-	\$ 515,497.72
Capital/Rolling Stock Replacement	-	\$ 17,957.28, plus any interest earned during the fiscal year

Discussion

If necessary, as requested by the Commission.

Recommended Action

- 1) Adopt amended State Transit Assistance Claim for FY 2024/2025.
- 2) Authorize the Executive Director to reduce appropriations in Fund 2538 as outlined.
- 3) Authorize the Auditor-Controller to amend the budget as outlined in the attached document.

Attachments (2)

- Resolution - State Transit Assistance Amended Claim for FY 2024/2025
- Budget appropriations request form

Siskiyou County Local Transportation Commission

Resolution No. _____

State Transit Assistance (STA) Amended Claim for FY 2024/2025

WHEREAS, the Siskiyou County Local Transportation Commission (SCLTC) is the designated local planning agency for the area otherwise known as the County of Siskiyou; and

WHEREAS, the County of Siskiyou – Siskiyou Transit and General Express (STAGE) is required to file annual transportation claims for funds, if any, from the State Transit Assistance Fund (STA); and

WHEREAS, the Auditor of said County is instructed to pay monies in the fund to the claimants pursuant to allocation instructions received from SCLTC, and

WHEREAS, on August 1, 2024, the State Controller’s Office issued a revised estimate for STA funds for FY 2024/2025, and

WHEREAS, after completing an efficiency review pursuant to the TDA 99314.6(B)(2) and found the Cost Per Revenue Service Hour 3.37% above the allowed adjustment, and

NOW, THEREFORE, BE IT RESOLVED that the Siskiyou County Local Transportation Commission approves the following allocations of the State Transit Assistance Funds to:

County of Siskiyou – STAGE the estimated amount of:

- Operations Only: \$ 533,455.00
- Capital/Rolling Stock Replacement Only: \$ 17,957.28, plus all interest earned during FY 2024/2025.

This allocation is to be paid by the County Auditor-Controller upon receipt of the executed resolution.

BE IT FURTHER RESOLVED, that the Executive Director, appointed by the Commission, is authorized to sign the allocation instructions and to issue the instructions to the County Auditor-Controller to pay the claimants in accordance with the above allocations.

PASSED AND ADOPTED by the Siskiyou County Local Transportation Commission this 20th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

Bruce Deutsch, Chairperson

ATTEST:

Melissa Cummins
Executive Director



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoucoltc.org

190 Greenhorn Road
Yreka, California 96097
D: 530.842.8238/C: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 4L

Date: August 20, 2024

Subject: STAGE – Federal Transit Administration Section 5311 Formula Grant Certifications and Assurances of the RTPA for FFY 2024

Past Action

On May 10, 2022, the Commission authorized the Executive Director to execute the FTA 5311 Certifications and Assurances for STAGE’s application.

Background

Federal Transit Administration (FTA) Section 5311 is a formula-based program that provides funding to states for the purpose of supporting public transportation in rural areas. The goal of the 5311 program is to provide the following services to rural areas:

- Enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services, and recreation.
- Assist in the maintenance, development, and use of public transportation systems.
- Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation.
- Assist in the development and support of intercity bus transportation.

STAGE uses these funds to cover operations and maintenance expenses.

Discussion

If necessary, as requested by the Commission.

Recommended Action

- Authorize the Executive Director to execute the FTA Section 5311 Certifications and Assurances for STAGE’s FFY 2024 application.

Attachments (2)

- STAGE’s FTA Section 5311 Grant Application Package including the Certifications and Assurances for FFY 2024

FTA Section 5311 Regional Shares of FFY 2024 Apportionment
Division of Rail and Mass Transportation
Grants Management Branch

<u>D</u>	<u>County/Region</u>	<u>ID</u>	<u>Population (9)</u>	<u>FFY24 Apportionment</u>
4	MTC		303,295	\$ 2,302,495
3	SACOG		148,708	\$ 1,128,830
10	Alpine	1	1,119	\$ 48,000
10	Amador	2	46,118	\$ 349,947
3	Butte	3	136,143	\$ 1,033,436
10	Calaveras	4	50,990	\$ 386,936
3	Colusa	5	27,483	\$ 208,465
1	Del Norte	6	33,612	\$ 254,998
3	El Dorado	7	100,322	\$ 761,477
6	Fresno	8	293,930	\$ 2,231,389
3	Glenn	9	34,561	\$ 262,203
1	Humboldt	10	136,463	\$ 1,035,866
11	Imperial	11	73,583	\$ 558,466
9	Inyo	12	24,660	\$ 187,032
6	Kern	13	279,893	\$ 2,124,821
6	Kings	14	70,815	\$ 537,452
1	Lake	15	73,807	\$ 560,168
2	Lassen	16	38,374	\$ 291,152
7	Los Angeles	17	81,521	\$ 618,734
6	Madera	18	81,335	\$ 617,319
10	Mariposa	19	22,775	\$ 172,721
1	Mendocino	20	97,245	\$ 738,115
10	Merced	21	107,937	\$ 819,286
2	Modoc	22	14,344	\$ 108,711
9	Mono	23	18,839	\$ 142,838
5	Monterey	24	118,408	\$ 898,787
3	Nevada	25	107,885	\$ 818,896
12	Orange	26	10,175	\$ -
3	Placer	27	101,499	\$ 770,414
2	Plumas	28	25,434	\$ 192,909
8	Riverside	29	188,713	\$ 1,432,557
5	San Benito	30	69,853	\$ 530,148
8	San Bernardino	31	260,605	\$ 1,978,378
11	San Diego	32	140,082	\$ 1,063,345
10	San Joaquin	33	88,363	\$ 670,676
5	San Luis Obispo	34	103,213	\$ 783,423
5	Santa Barbara	35	54,141	\$ 410,858
5	Santa Cruz	36	38,045	\$ 288,653
2	Shasta	37	71,026	\$ 539,052
3	Sierra	38	3,236	\$ 48,000
2	Siskiyou	39	49,720	\$ 377,294
10	Stanislaus	40	92,312	\$ 700,662
2	Tehama	41	71,473	\$ 542,448
2	Trinity	42	21,756	\$ 164,985
6	Tulare	43	161,311	\$ 1,224,514
10	Tuolumne	44	61,264	\$ 464,938
7	Ventura	45	77,582	\$ 588,827
TOTAL			4,212,850	\$ 31,970,618

Date Prepared: April 8, 2024

Data Source: Infrastructure Investment and Jobs Act; 2020 Census Data workbook; FTA Table 9 for FFY24

Prepared by: Eloisa Gomez

[https://caltrans-my.sharepoint.com/personal/katherine_pongratz_dot_ca_gov/Documents/HomeDirectory/GMB Eloisa Grants 2024 etc/FFY 24 Call for Projects/Copy of 5311 FFY24 Regional Shares Full Apportionment 2024-04-08 - Final.xlsx](https://caltrans-my.sharepoint.com/personal/katherine_pongratz_dot_ca_gov/Documents/HomeDirectory/GMB%20Eloisa%20Grants%202024%20etc/FFY%20Call%20for%20Projects/Copy%20of%205311%20FFY24%20Regional%20Shares%20Full%20Apportionment%202024-04-08%20-%20Final.xlsx)



Application Certifications

Application Certification:			
Agency Name:			
Check all Programs you are certifying for below:			
FTA Section 5311	FTA Section 5311 (f)	CMAQ	FTA Section 5339
Fiscal Year:			

I hereby certify that I am the authorized signee for the above listed applicant. I also hereby certify that I have reviewed the organizational information and application forms submitted in the BlackCat system and all statements, information, and representations made are true and correct to the best of my knowledge. I also hereby certify that adequate local share as described in herein will be available to execute this project(s).

Please Enter Name & Title of Authorized Signee Below:			
Name:			
Title:			
Signature:		Sign Date:	
Electronic signatures are accepted			



Certifications and Assurances of the MPO's and RTPA's

General Information:			
Regional Agency Name:		Contact Person:	
Contact Email:		Contact Phone:	
Name of Subrecipient:		Project Description:	

Project Amount and Fund Type:			
Federal Share	Local Share	Toll Credits (if any)	Total Project Cost

Local Share Types:	
Local Share Type (LTF, STA, etc.)	Amount
Total:	
Please reach out to your Liaison if you need more entries	



Federal Transportation Improvement Program -

Rural non-MPO agencies do not need to provide this information; it will be provided by the State. MPO agencies will need to provide the following FTIP information:

FTIP #:	FTIP Approval Date:	STIP Reference #:

Certifying Representative:

By signing below, I have read and acknowledge that my agency is in compliance with certifications and assurances as stated above.

Name:		Title:	
Signature:		Sign Date:	

Electronic signatures are accepted



Program of Projects (POP)

FFY 2024 - **Due: May 30, 2024 at 2 p.m. PST**

Agency Name:		
5311	5311(f)	CMAQ

Regional Contact Info:

Regional Contact Name:		Phone Number:	
Contact Title:		Date:	

General Information:

County or Region:		Caltrans District:	
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Section A: Available Funding

Apportionment for this Cycle (Federal Share):	
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Section B: Programming

Operating Assistance Total:	
Capital Total:	
Total Programmed (Operating + Capital):	

CMAQ:

CMAQ Total:	
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Request for transfer will be applied for directly through the District - Local Assistance, District Engineer, and Headquarters' Division of Local Assistance. The 5311 Program will receive a confirmation once the transfer is completed.



Apportioned Funds – FY2024

PART 1: Operating Assistance

Metropolitan Planning Organizations (MPOs) are responsible for sub-allocating projects within their jurisdiction:

Subrecipient	Project Description	Federal Share	Local Share (Excluding Toll Credit)	Toll Credit Amount	Net Project Cost
Operating Assistance Funds Total:					



PART 2: Capital (Vehicles and Preventive Maintenance)

Metropolitan Planning Organizations (MPOs) are responsible for sub-allocating projects within their jurisdiction:

Subrecipient	Project Description	Federal Share	Local Share <small>(Excluding Toll Credit)</small>	Toll Credit Amount	Net Project Cost
Capital Assistance Funds Total:					



Non-Apporportioned Funds – FY2024

PART 3: Congestion Mitigation & Air Quality (CMAQ):

Subrecipient	Project Description	Federal Share	Local Share <small>(Excluding Toll Credit)</small>	Toll Credit Amount	Net Project Cost
CMAQ Funds Total:					

Part 4: Section 5311(f) Operating Assistance:

Subrecipient	Project Description	Federal Share	Local Share <small>(Excluding Toll Credit)</small>	Toll Credit Amount	Net Project Cost
Operating Assistance Funds Total:					

Project Description

General Project Details:	
Please type your agency name:	
Please select Project Types below for which your agency is applying and complete the relevant section of this form (Check all that apply).	
<input type="checkbox"/>	Operating Assistance
<input type="checkbox"/>	Capital Revenue Vehicles (Replacements or Expansions)
<input type="checkbox"/>	Preventative Maintenance

General Information	
Question 1: Indicate the type(s) of public transportation service for the proposed projects funded by FTA Section 5311. (Check all that apply)	
<input type="checkbox"/>	Fixed Route - Vehicles will travel on specific roads and stop at pre-designated locations according to a schedule.
<input type="checkbox"/>	Demand Response - Vehicles will pick people up when they need a ride (Must be open to the general public).
<input type="checkbox"/>	Deviated Fixed Route - Vehicles will travel from point A to point B but go out of the way to pick up or drop off passengers if necessary (Deviations must be open to the general public).
<input type="checkbox"/>	Blended Paratransit - Complementary Paratransit Provided on the Same Vehicle as the Fixed Route Service. Please upload your Blended Paratransit Plan in your Organization's Profile under the Important Documents Section.
<input type="checkbox"/>	ADA Paratransit Service - Please upload your ADA Paratransit Service Plan in your Organization's Profile under the Important Documents Section.

	<p>Commuter Service - Fixed route bus service characterized by service predominantly in one direction during peak periods, and with limited stops and routes of extended length, usually between the central business district and outlying suburbs.</p>
	<p>University Service - An institution of higher education has a formal arrangement with the transit operator to provide university transportation service.</p>
	<p>Charter Service - Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price or for events or functions that occur on an irregular basis or for a limited duration.</p>

<p>Question 2: Does your agency receive more than \$750,000 in <i>Federal funds</i>?</p>	
<p>If you marked YES above, has your agency submitted the annual Single Audit Report to the State Controller's Office (SCO)? The report is due to the SCO on March 31st of each fiscal year.</p>	
<p><i>Your agency must upload a pdf copy of the Single Audit Report along with this application in BlackCat in your Organizations tab under the Important Documents section in the Fiscal Responsibility category.</i></p>	

<p>Question 3: Which one of the following describes the project(s) for which you are applying? (Check all that apply)</p>	
	<p>Add new service</p>
	<p>Expand existing service to additional areas, please explain planned expansions?</p>
	<p>Maintain service at current level</p>

<p>Question 4: Does your agency employ between 50-99 transit-related employees, and requests or receives Capital or Operating Assistance in excess of \$1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of \$250,000 in the previous Federal Fiscal Year.</p>	
<p>If YES, your agency must upload its abbreviated EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.</p>	
<p>Employs 100 or more transit-related employees, and requests or receives Capital or Operating Assistance in excess of \$1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of \$250,000 in the previous Federal Fiscal Year.</p>	
<p>If YES, your agency must submit its EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.</p>	

Operating Assistance (Complete ONLY if applying for Operating Assistance Projects)

The operating period will be for 1 years with a performance period:
July 1, 2024 - June 30, 2025

Question 1: Please describe the Operating services:

Question 2: Is your Operating Service directly operated by your agency in-house?

	Yes , Operating service is directly operated in-house.
	No , Operating service is not directly operated in-house.

If you answered **YES** above, then you are done with this Section. If you answered **NO**, please answer the remaining questions in this Section.



Charter Bus

Agency Name:

Charter Bus

Question 1: Does your agency provide charter services?

If **YES**, your agency must submit a Charter Bus Service Quarterly Report to FTA and answer questions #2 through #4. If you answered **NO**, then you do not have to answer the rest of this form.

Question 2: Is charter service using FTA funded or maintained vehicles provided under one of the exception(s)? If no, skip this section. If yes, check all that best describes the charter service below:

Government officials on official government business

Qualified Human Service Organization (QHSOs)

Leasing FTA funded equipment and drivers

When no registered charter provider responds to notice from an agency

Agreement with registered Charter providers

Petitions to the Administrator

Question 3: Did the transit agency provide notice to all registered charter providers prior to providing the requested charter service?

Question 4: Was all charter service reporting timely?



Civil Rights: Disadvantage Business Enterprise and Title VI

Agency Name:

Disadvantage Business Enterprise (DBE)

Question 1: Please provide the name and contact information for your agency's Disadvantaged Business Enterprise Liaison Officer (DBELO). Please make sure the DBELO is assigned the Civil Rights Officer (Title VI, DBE) as a contact type in your organization profile under the Contacts section.

DBELO Name:		Contact Phone:	
Contact Email:			

Question 2: Is the DBE Implementation Agreement signed by your agency's authorized signee? (if you are a **FTA 5307** recipient you do not need an Implementation Agreement)

If **YES**, your agency must upload a pdf copy of the DBE Implementation Agreement in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.

If **NO**, work with your Liaison to complete an DBE Implementation Agreement before submitting your application. Otherwise your agency will be considered non-compliant.

If you are an **FTA Section 5307** recipient, please upload your DBE FTA Concurrence Letter to BlackCat in your Organizations tab under the Important Documents section in the 5307 Agency Only section.



<p>Question 3: Has your agency submitted to Caltrans the required semi-annual reporting forms (Uniform Report and ADM-3069) for periods April 1 – September 30 and October 1 – March 31, within 10 business days after the end of each reporting period?</p>	
<p>If YES, please upload a copy of the Uniform Report and ADM-3069 to your application in the Documents Section.</p>	
<p>If NO, your agency will be considered non-compliant. If you have any concerns, please contact Edwin Bragado at Edwin.Bragado@dot.ca.gov</p>	
<p>If you are an FTA Section 5307 recipient, you are not required to provide a copy of the Uniform Report and ADM-3069.</p>	

<p>Question 4: What enforcement mechanisms does the subrecipient use for DBE requirements? Please explain below:</p>	
<p>This agency makes every effort to to meet the goal by searching the Caltrans CUCP database for certified DBE vendors for all contracts and RFPs. All RFPs are also post on the County website.</p>	

<p>Question 5: Does the subrecipient require contractors to obtain approval from its DBELO prior to substituting a DBE firm after contract award?</p>	
--	--

<p>Question 6: Does the subrecipient monitor prime contractors to ensure that DBEs are actually performing applicable work on federally funded projects?</p>	
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Question 7: Did the subrecipient receive any complaints or procurement protests alleging that it did not comply with the DBE regulations for federally funded projects? If **YES**, please briefly describe:

--	--

Question 8: What are the subrecipients' processes for handling protests? Please explain below:

--

The following [Link](#) is to FTA's DBE program, "Section 26.37 Monitoring and Enforcement Mechanisms" this section gives examples of monitoring and enforcement mechanisms that ensure compliance.



Title VI

Your agency must upload a pdf copy of your **Title VI Plan and Title VI Approval Letter** in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.

If you **DO NOT** have an approved Title VI Plan, please contact your Liaison for more information.

Question 1: Has your agency changed fares in the last year?

If you marked **YES** above, how did you notify the public of the fare change? (Check all that apply below):

Agency Website/ Social Media	Newspaper	Radio	Flyers
Public Hearings	TV/Cable	Other	Describe Other:

If fares were changed, was an equity analysis done on the impact of fare changes on minority and low-income populations? If **YES**, please upload a copy of the analysis to your application in the Documents Section.

Question 2: Are Title VI complaints documented and listed?



Question 3: Are or were there any Title VI related lawsuits or complaints filed within the past year?	
If YES , does the review of lawsuits or complaints denote a pattern of discrimination?	
Was the following information provided to Caltrans Office of Civil Rights : <ul style="list-style-type: none">• The date the lawsuit or complaint was filed,• the name and address of the complainant• and a summary of the allegation.	
If NO , then please contact Edwin Bragado at Edwin.Bragado@dot.ca.gov to get this information submitted to Caltrans Office of Civil Rights.	

Question 4: Has an FTA Civil Rights Compliance Review been performed within the past year?	
If YES , please provide the following information below: The name of the agency or organization conducting the review, A summary of findings and recommendations and the status or disposition of the recommendations.	



Social Services Coordination Efforts

Agency Name:

Social Services Coordination Efforts

Question 1: List what human service agencies, employment/training programs, or other transportation providers your agency coordinates with?

Question 2: In your agency's coordination efforts with social service agencies, please complete each question below:

Drivers attend safety and sensitivity trainings	
Sharing vehicles with other agencies	
Providing information to riders and patrons on other available services	
Working with CTSA or other agencies to coordinate trips	
Utilize pre-paid fare media with other agencies	
Coordinate with Medical, CalWorks or Employment Programs	
Other:	



Question 3: What is your agency's specific role in the human service-public transportation coordination planning efforts?

Question 4: Will this service funded by FTA funds address gaps and or barriers identified in the regional public transportation coordination plan or maintain the existing service?

Question 5: Has your agency made any efforts to provide transit information to human service agencies, employment/training programs, or other transportation providers?



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoucoltc.org

1312 Fairlane Road, Suite 2
Yreka, California 96097
Phone: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 5

Date: August 20, 2024

Subject: Project Update and Presentation of Draft Recommendations
Siskiyou Regional Active Transportation Plan

Past Action

On October 10, 2023, the SCLTC awarded the contract to Alta Planning + Design, Inc. for the development of a regional active transportation plan.

On April 9, 2024, Alta Planning + Design provided an update on project activities.

Background

Since the last update by Alta staff an open house event was held and walk audits were conducted in each of the incorporated cities and the community of Happy Camp.

The draft recommendations were distributed to local agency staff. The deadline for comments was originally July 28, 2024, but it was later extended to August 14, 2024.

Associate Planner, Katie Selin, will provide an overview of draft recommendations and review the draft visions and goals for the plan.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Discussion and possible action related to draft recommendations and visions and goals.

Attachments (2)

- Presentation on recommendations.
- Vision and goals memorandum.

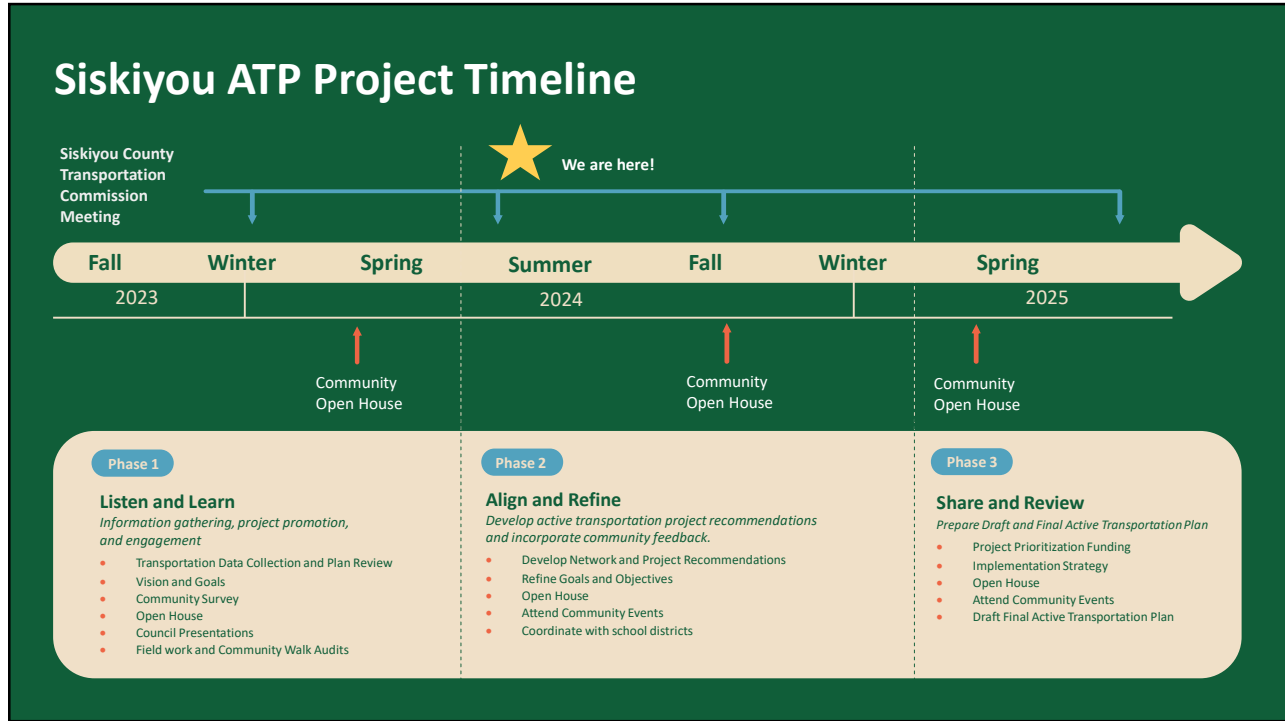


1

An agenda slide with a dark green background. On the left side, there is a circular inset image showing a street scene with buildings, trees, and cars. To the right of the image, the word 'Agenda' is written in a large, bold, white font. Below it is a bulleted list of six items, each in a smaller white font:

- *Introductions*
- *Project Timeline*
- *Active Transportation Plan Vision and Goals*
- *Walk Audit Summary*
- *Initial Project Ideas*
- *Next Steps*

2



3

Vision and Goals

- 1. Multimodal Connectivity.** *In each community, and between communities where feasible, identify and develop a well-connected network of on- and off-street walkways, trails, and bikeways that meets the needs of residents, commuters, and recreational users of all ages, abilities, and skill levels.*
- 2. Safety and Comfort.** *Invest in connected and convenient transportation infrastructure for all modes, with a focus on improving safety and options for people walking, rolling, and biking.*
- 3. Healthy and Just Communities.** *Better options for walking and biking encourage active lifestyles and health. Focus active transportation improvements in areas with high numbers of people without access to a vehicle or other equity-priority areas.*
- 4. Resilient System.** *Increased, varied transportation options can provide safer evacuation routes during emergencies. All improvements must be designed to function well in the winter with snow on the ground.*
- 5. Reduce Greenhouse Gas Emissions.** *Active transportation is essential to meet our climate goals.*
- 6. Community Development.** *Investments in transportation infrastructure are the backbone of an economically thriving community.*
- 7. Implementation.** *Take practical steps to leverage state and federal dollars and collaborate with local communities to build projects from this plan.*

4

Today: Walk Audit Summary + Project Ideas



- Consultant team conducted 10 walking tours and meetings with local agency staff and interested community members in May 2024:
 - Tulelake
 - Dorris
 - Etna
 - Fort Jones
 - Montague
 - Weed
 - Yreka
 - Happy Camp
 - Mt Shasta
 - Dunsmuir
- This presentation includes a summary of the walk audits and resulting project ideas.

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Tulelake

April 22, 2024

6

Description and Summary

- **Site Visit:** Monday, April 22, 2024
- **Representatives:** City of Tulelake staff
- **Where:** Meeting at City Hall, walk audit



Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Crossings:** wide streets increase crossing distances at many intersections
- **Accessibility:** ADA compliant ramps at corners
- **Sidewalks:** Some key destinations lack sidewalks, such as Otis Roper Park



Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Speeding:** High speeds on Main St from traffic coming into town.
- **Traffic Operations:** Confusing intersection design at G St/Main St/Fair Grounds, particularly during large events.
- **Other:** Collapsing building on D St prevents students from walking on that road.



Main St and B St



Main St and G St

Active Transportation Plan Siskiyou County

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Key Gaps and Proposed Projects

- **Modoc St Sidewalks**
Complete sidewalks on both sides of Modoc St between A St and 5th St.
- **E Street School Crosswalk**
Add high visibility continental crosswalk markings and curb ramps on the west and north legs of the intersection of E St and Second St. Use curb extensions like those at Main St and E St to narrow the crossing distance.
- **Main St/G St Intersection Redesign**
Work with the State Fairgrounds and the County to reconstruct the intersection of G St and Main St to be safer for pedestrians. Consider a roundabout and relocating the fairground driveway further south on Main St on the east side of the Fairground property.

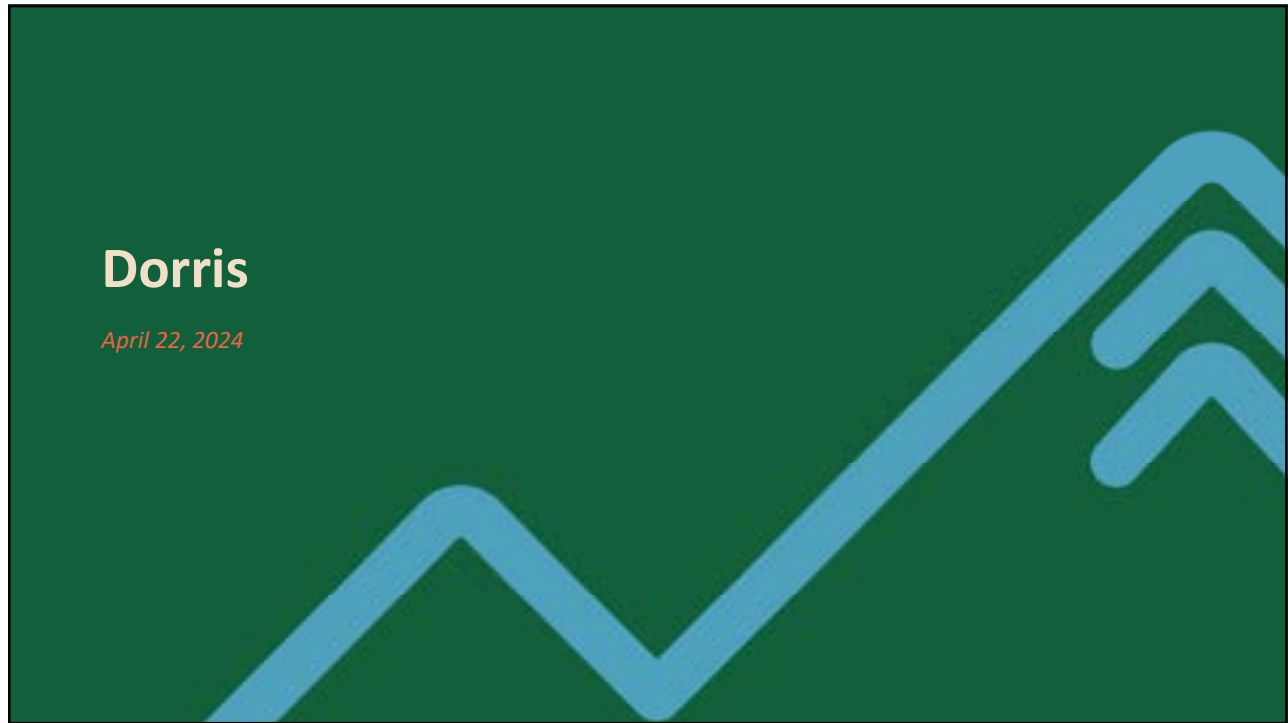
To view all project recommendations for Tulelake, view the online map:

[All Project Recommendations](#)



Active Transportation Plan Siskiyou County

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11

Description and Summary

- **Site Visit:** Monday, April 22, 2024
- **Representatives:** Dorris Public Works and Planning staff
- **Where:** Meeting at City Hall, walk audit



Looking north on Main St/Hwy 97

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Traffic:** Large trucks and high traffic volumes makes Hwy 97/1st St uncomfortable for pedestrians
- **Crossings:** Only one crosswalk on Hwy 97 between 1st St and 4th St



People crossing the intersection of Hwy 97 and 1st St



Looking west on Hwy 97 at Pine St

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Sidewalks:** 2nd St connects many destinations, but lacks sidewalks. Some gaps remain on Hwy 97.



Looking east on 2nd St at Portland St



Looking south on Hwy 97 at Butte St

Active Transportation Plan Siskiyou County

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Key Gaps and Proposed Projects

- **2nd St Sidewalks**

Construct a sidewalk on both sides of W 2nd St between Portland St and Main St.

- **3rd St Crosswalk**

Add high visibility continental crosswalk markings on the south leg of the intersection of Hwy 97/Main St and 3rd St. Install an RRFB. Reconstruct the curb ramps for the crossing and extend them to reduce the crossing distance. Construct a pedestrian refuge island at this location.

- **Pine St Crosswalk**

Replace the existing crosswalks at the intersection of Hwy 97/Main St and Pine St with high visibility continental striping. Reconstruct and extend the curbs on the northwest and southwest corners of the intersection to shorten the crossing distance and calm traffic on Hwy 97.



To view all project recommendations for Dorris, view the online map:

[All Project Recommendations](#)

Active Transportation Plan Siskiyou County

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Description and Summary

- **Site Visit:** Tuesday, April 23, 2024
- **Representatives:** Etna City staff, City Council representatives, Police
- **Where:** Meeting outside Wildwood Coffee, walk audit



Looking north at the corner of Main St and Collier Way

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Main St:** High curbs create accessibility challenges. Concerns about crosswalk visibility and maintaining parking. Truck traffic via Sawyers Bar Rd passes through.
- **Hwy 3 / Collier Way:** High-speed traffic mixes with students walking to destinations



Main St



Hwy 3 and Collier Way (looking north)

Active Transportation Plan Siskiyou County

18

Key Issues and Themes

- **Diggles St:** Extra-wide road with unhelpful crosswalks (ex: Post Office)
- **Howell Ave/Diggles St/Center St:** important intersection that connects parks and schools, but lacks delineation

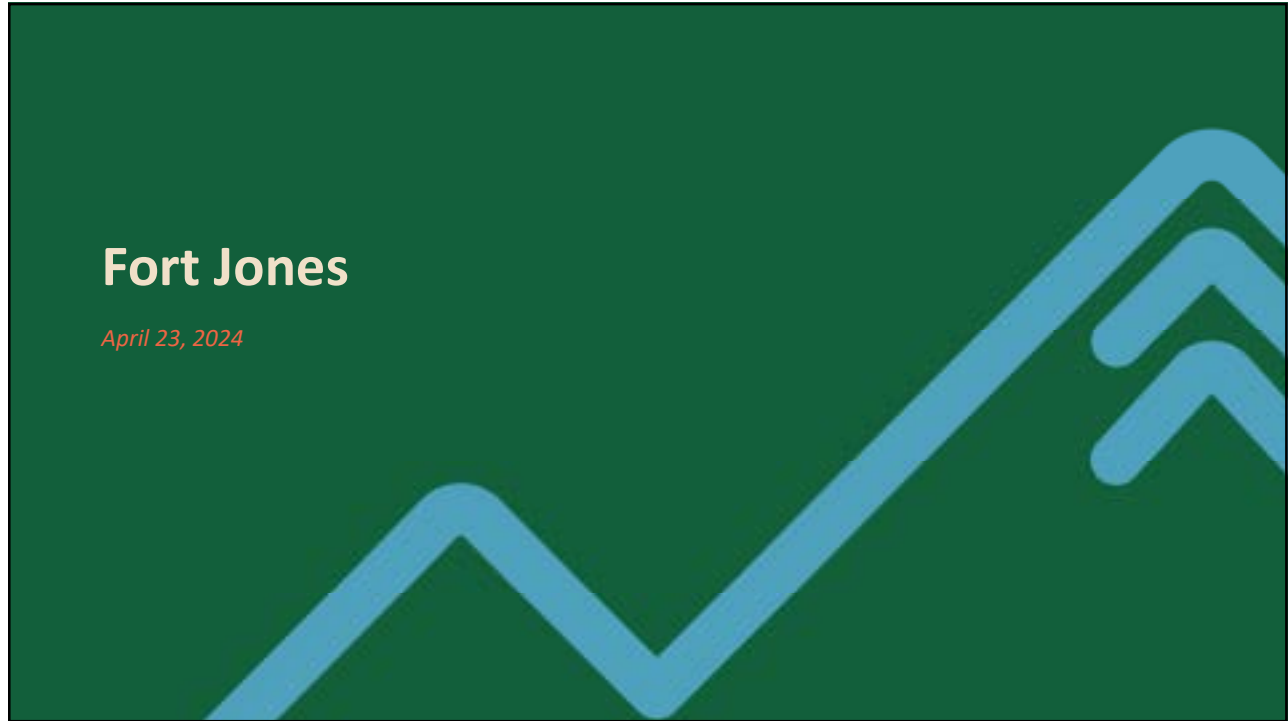


Key Gaps and Proposed Projects

- **Historic Main Street Redesign**
Designate Main St between the museum and Callahan St a historic main street and classify roadway as a shared street, which prioritizes the pedestrian experience over through traffic. We recommend funding a redesign planning and design process for the street to maximize the walkability of the street, placemaking, and minimizes through-traffic speed, OR; rebuild western sidewalk with railing and ramp at Diggles St.
- **Collier Way School Crossings**
Construct two raised crosswalks on Collier Way between Etna Elementary School on the west side and the parking lot on the east side.
- **Highway 3 Roundabout**
Reconstruct the intersection of Collier Way and Hwy 3 to include a roundabout and decorative "Welcome to Etna" sign.
To view all project recommendations for Etna, view the online map:

[All Project Recommendations](#)





21

Description and Summary

- **Site Visit:** Tuesday, April 23, 2024
- **Representatives:** Fort Jones Public Works, Fort Jones City Council, Resident
- **Where:** Meeting outside City Hall, walk audit
- **Additional Context:** CalTrans Main St project, Fort Jones Community Pedestrian & Bicycle Safety Training Summary and Recommendations Report



Looking south on Hwy 3/ Main St

Active Transportation Plan Siskiyou County

22

Key Issues and Themes

- **Highway 3 / Main St:** High traffic speeds, long crossing distances, vehicles making u-turns. Concerns with delivery vehicle access to businesses.
- **Accessibility:** lack of ADA-compliant sidewalks and ramps, high curb heights. Concerns for maintaining underground utility access on Main St as other street improvements are constructed.



23

Key Issues and Themes

- **Moffett Creek:** Potential off-street path connection connecting the north and south ends of town as an alternative to walking on Main St.



24

Key Gaps and Proposed Projects

- **Highway 3 Speed Limit Reduction**
Work with Caltrans to reduce the speed limit on Hwy 3 through Fort Jones to 30MPH.
- **Moffett Creek Trail**
Design and construct a paved multiuse path along Moffett Creek. (Extent TBD – More discussion needed)
- **Highway 3 Sidewalk**
Construct a pedestrian facility on the west side of Hwy 3 between Carlock St and Scott River Rd and curb ramps as needed.



To view all project recommendations for Fort Jones, view the online map:

[All Project Recommendations](#)

Active Transportation Plan Siskiyou County

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Montague

April 23, 2024

The graphic features a dark green background with stylized, light blue mountain peaks on the right side. The text 'Montague' is prominently displayed in white, with the date 'April 23, 2024' in a smaller, orange font below it.

26

Description and Summary

- **Site Visit:** Tuesday, April 23, 2024
- **Representatives:** City of Montague staff
- **Where:** Meeting at City Hall, walk audit



Looking east on King St

Active Transportation Plan Siskiyou County

27

Key Issues and Themes

- **Crossings:** Highway 3 is challenging to cross for students. Lack of biking and walking facilities on Hwy 3 in key areas.
- **Sidewalks and Curb Ramps:** some streets lack sidewalks on both sides (King St), including several near Montague Elementary School.



Intersection of 9th St and Hwy 3



Looking west on King St

Active Transportation Plan Siskiyou County

28

Key Issues and Themes

- **Speeding:** Participants noted streets that experience high speeds, including 13th St near the park, and 11th St (Hwy 3).
- **Rail to Trail Opportunity:** Railroad spur to Yreka could be an opportunity for a future shared-use path between the two cities.



Looking North on Hwy 3 at King St



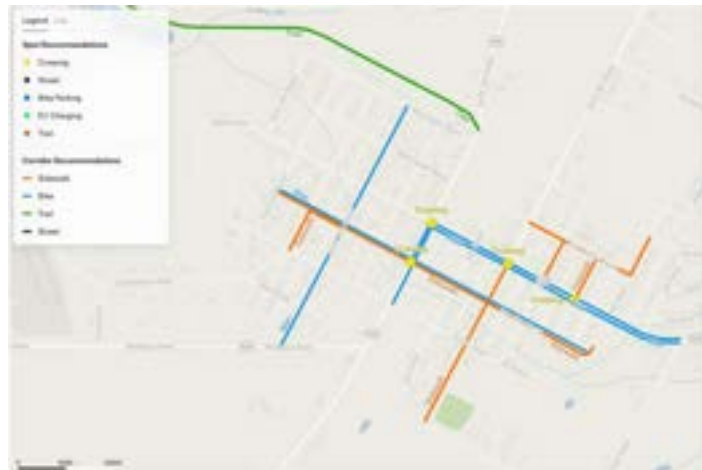
Looking east on Hwy 3 at 10th St

Active Transportation Plan Siskiyou County

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Key Gaps and Proposed Projects

- **9th St Crossing**
Add high visibility continental crosswalk markings to the north and east legs of the intersection of 9th St and Webb St. Reconstruct the northwest and northeast corners of the intersection by extending the curb to reduce the crossing distance and adding curb ramps. Add an RRFB for the east leg.
- **King St Sidewalks**
Infill sidewalks for gaps on both sides of King St between 15th St and 6th St.
- **Montague Rail Trail**
Conduct a feasibility study on a rails-to-trail or rails-with-trail project between Montague and Yreka.



To view all project recommendations for Montague, view the online map:

[All Project Recommendations](#)

Active Transportation Plan Siskiyou County


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31

Description and Summary

- **Site Visit:** Wednesday, April 24, 2024
- **Representatives:** City of Weed staff, Police, City Council representatives
- **Where:** Meeting at City Hall, walk audit



White Avenue/South Davis Avenue

Active Transportation Plan Siskiyou County

32

Key Issues and Themes

- **Crossings:** Concerns with Main St crosswalks and liability issues. Crosswalk at Boles St is uncomfortable for people walking.



Boles St and Hwy 97 Crosswalk



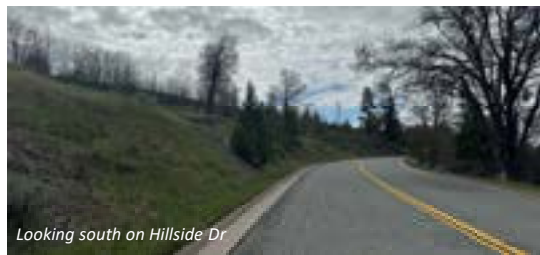
Main St and Inez St

Active Transportation Plan Siskiyou County

33

Key Issues and Themes

- **Sidewalks and Curb Ramps:** some streets lack sidewalks on both sides, including several near Montague Elementary School.
- **Connectivity:** Many students walk on unofficial paths: Division St to Hillside Dr, Davis Ave to Shasta Ave. Students walk through Roseburg Forest Products to reach Broadway Ave. Weed Blvd connects north and south Weed across I-5 and is used by people walking, biking, and driving.



Looking south on Hillside Dr



Consultant slipped on Division St Path

Active Transportation Plan Siskiyou County

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Key Gaps and Proposed Projects

- Shasta Ave Trail and Staircase**
 Construct a paved trail between S Davis Ave and Shasta Ave to improve connectivity between the Elementary School and surrounding neighborhoods.
- Boles St Crosswalk**
 Add high-visibility continental crosswalk markings on Hwy 97 at Boles St on the northwest leg of the intersection. Extend the curbs on both sides of the crosswalk to reduce the crossing distance and add a pedestrian refuge island.
- Inez St Sidewalk**
 Construct sidewalks on both sides of Inez St between Park St and Butte St.



To view all project recommendations for Weed, view the online map:
[All Project Recommendations](#)



Description and Summary

- **Site Visit:** Wednesday, April 24, 2024
- **Representatives:** City of Yreka staff
- **Where:** Walk audit, Public Open House
- **Context:** 2006 City Bicycle System Plan



Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Crossings:** Highway 3 can be challenging to cross and is the street with the most fatal collisions and injuries. Major redesign is currently under construction.
- **Safe Routes to Schools:** Oregon St is a key route for students walking and biking to Yreka High School and Jackson Street Elementary School.



Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Downtown Walkability:** Miner St is both a destination and a thoroughfare. Improving traffic operations and placemaking amenities is a balance.
- **Access to Greenhorn Park:** Greenhorn Park is a major destination for walking and biking, but getting there can be uncomfortable or difficult to navigate.



Looking east on Miner St

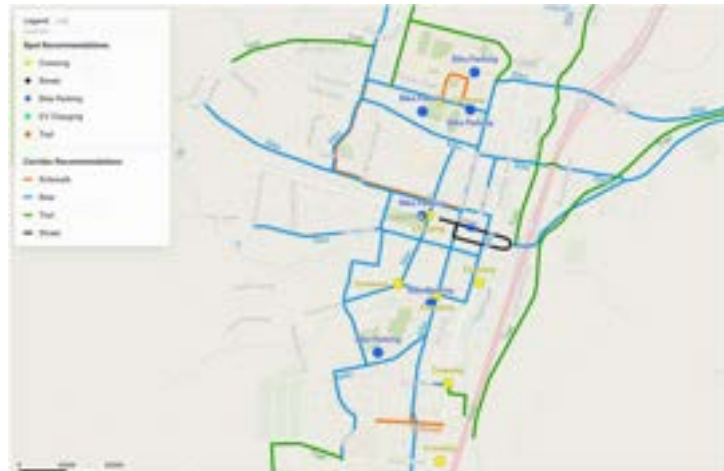


Humbog Trail, Greenhorn Park

39

Key Gaps and Proposed Projects

- **Jackson St Crosswalks**
Extend all four curbs at the intersection of Oregon St and Jackson St and add high visibility continental crosswalk markings on all four legs of the intersection.
- **Greenhorn Rd Sidewalk**
Construct a sidewalk on the south side of Greenhorn Rd from Lucas Rd to Greenhorn park entrance.
- **Highway 3 Pedestrian Hybrid Beacon**
Construct a pedestrian refuge island for the crosswalk on the north leg of the intersection of Main St/Hwy 3 and Turre St. Add a pedestrian hybrid beacon at this location.
- **Safer Oregon St**
Add bike lanes (Class IV) on Oregon St between 4H Way and Yreka High School. The design should utilize a through lane width of 11ft in both directions, allowing the bike lanes for as much of the corridor as possible, though the curb-to-curb width will constrain the buffer space for the bike lanes in some areas.



To view all project recommendations for Yreka, view the online map: [All Project Recommendations](#)


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41

Description and Summary

- **Site Visit:** Thursday, April 25, 2024
- **Representatives:** City of Mt. Shasta staff
- **Where:** Meeting at City Hall, walk to Ivy St
- **Context:** Recently completed Walk, Bike, Ride Mobility Plan (2022). Recommendations from the Mobility plan are included here.



Mt. Shasta City Hall

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Walk, Bike, Ride Momentum:** Need to build on the plan and align on its priorities, especially for projects on County roads and downtown couplet concept.
- **Chestnut St/Mt. Shasta Blvd:** The couplet project remains a high priority for the city.



Looking south on Mt. Shasta Blvd

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Regional Shared-Use Paths:** With high proximity to major recreation destinations, there is a need for shared-use paths or on street facilities to access them.
- **Old Stage Rd/W A Barr:** Popular bike routes on county roadways – the mobility plan calls for Class II bike lanes.



Gateway Trailhead



Old Stage Rd at UPRR Crossing (looking north)

Active Transportation Plan Siskiyou County

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Key Gaps and Proposed Projects

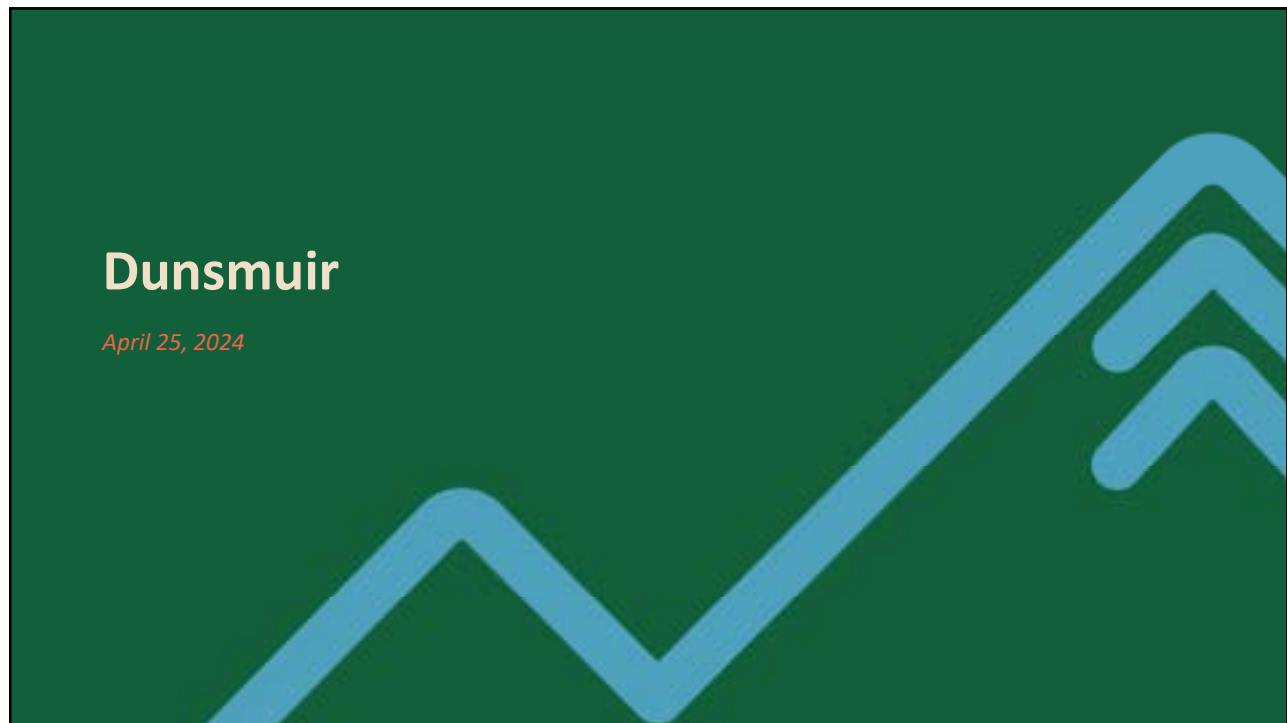
- **Downtown Couplet Design Phase**
Design and implement the Chestnut St/Mt. Shasta Blvd couplet per the Walk Bike Ride Mt. Shasta Plan.
- **Ivy St Access Bridge**
Study the potential for an Ivy St or Field St bike and pedestrian bridge over the railroad that could also function as an emergency vehicle accessway.
- **Headwaters to Lake Trail Study**
Design a trail that connects City Park to Lake Siskiyou.
- **McCloud Railroad Trail Study**
Design a trail that connects Mt. Shasta and McCloud.
- **Winter Maintenance Program**
Identify solutions for improved winter maintenance of Everett Memorial Highway and Castle Lake Road.



To view all project recommendations for Mt. Shasta, view the online map: [All Project Recommendations \(includes recommendations from Walk Bike Ride Mt Shasta Mobility Plan 2022\)](#)

Active Transportation Plan Siskiyou County

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Description and Summary

- **Site Visit:** Thursday, April 25, 2024
- **Representatives:** City of Dunsmuir Staff
- **Where:** Meeting at City Hall
- **Context:** Recently completed the Dunsmuir Active Transportation Plan (2023). Recommendations from the City ATP plan are included here.



Looking north on Sacramento Ave

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Active Transportation Plan Momentum:** Need to build on the plan and align on its priorities, especially for projects on County roads (ex: Mott Rd).
- **Assistance with grant administration:** City staff highlighted the need for the SCLTC's role in pursuing and administrating grants.
- **Proximity to recreation:** Dunsmuir is close to many recreational resources and wants to build on those attractions as well as promote new ones, such as mountain biking.



Mott Rd



Hedge Creek Falls

Active Transportation Plan Siskiyou County

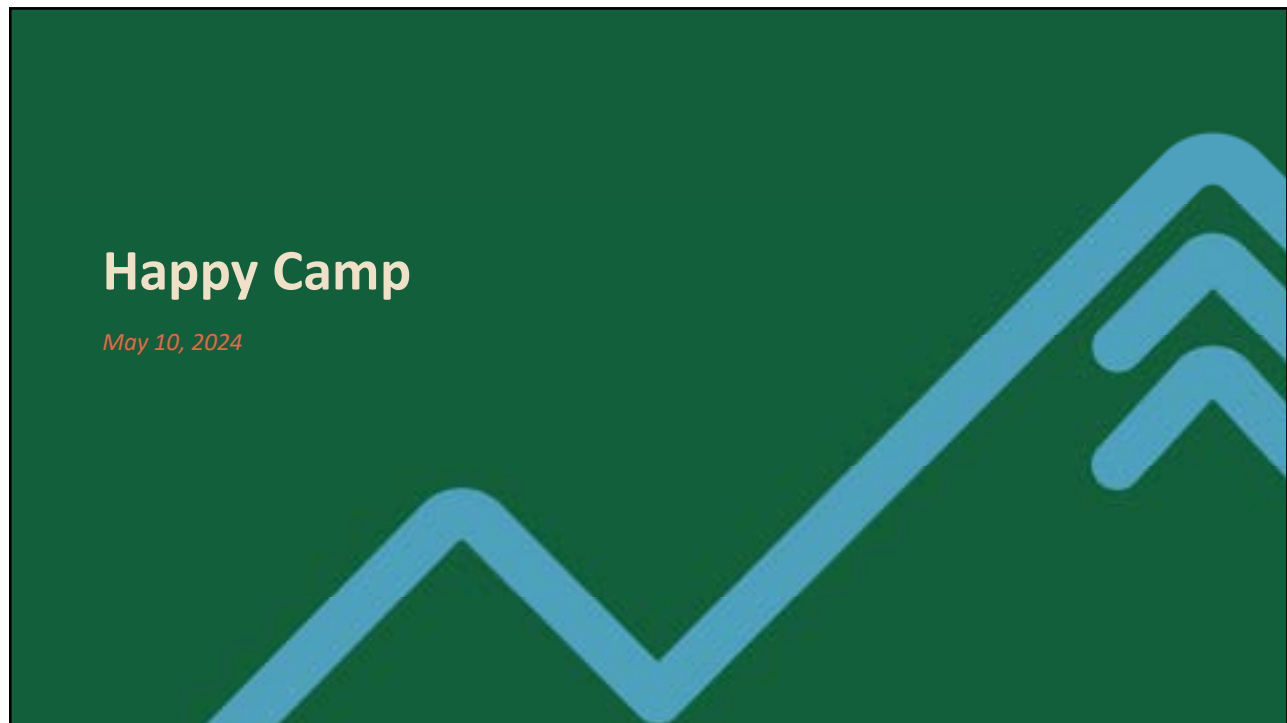
48

Key Gaps and Proposed Projects

- **Dunsmuir ATP Priority Projects 1-5**
Priority Project #1: Mott Rd and Dunsmuir Ave Class I Path. This project closes a gap between the existing Class 1 multi-use path on Dunsmuir Avenue and extends the multi-use path to Siskiyou Avenue.
- **EV Charging at Hedge Creek Falls**
Study the potential for electric vehicle charging at the Hedge Creek Falls trailhead.
- **Mt. Bradley MTB Trails**
Study the potential for mountain bike trails on Mt. Bradley.



To view all project recommendations for Dunsmuir, view the online map:
[All Project Recommendations \(includes Dunsmuir ATP recommendations\)](#)



Description and Summary

- **Site Visit:** Friday, May 10, 2024
- **Representatives:** Karuk Tribe leaders, CalTrans District 2 Native American Liaison staff, Happy Camp Strong leader
- **Context:** CalTrans SR 96 Happy Camp Streetscape Project



Walk Audit group talking to neighbors about the cut-through path between

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **Connections to High School:** Install bike and pedestrian facilities for north-south travel Indian Creek Rd to Jacobs Way, Reeves St.
 - Improve cut-through path between Reeves St and Indian Creek Rd.



Top of Reeves cut-through path



Looking down Reeves cut through path

Active Transportation Plan Siskiyou County

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Key Issues and Themes

- **2nd Ave Bridge:** 2nd Ave is a main route through town and alternative to SR-96 for crossing Indian Creek. Connects tribal headquarters, local businesses, many new residences.
- **Trails:** Happy Camp Elementary school could be better connected with a shared-use path. Potential path along Klamath River at Curly Jack Campground.



2nd Ave Bridge looking west

Active Transportation Plan Siskiyou County

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Key Gaps and Proposed Projects

- **Reeves St Staircase**
Install permanent staircase connecting Indian Creek Rd to Reeves St.
- **Indian Creek Rd Bike/Ped Facilities**
High School to Jacobs Way Ped. Corridor Two pedestrian paths with stairs, surface street treatment and separated path Happy Camp From high school to Jacobs Way (ped paths)
- **2nd St Bridge Improvements**
Improve pedestrian access on south side of bridge. 2nd Street bridge pedestrian improvements on south side of bridge including: 1) construction of ADA compliant access ramps at both sides of bridge; and, 2) improved pedestrian facilities at adjacent intersections to allow safe crossing to south side.



To view all project recommendations for Happy Camp, view the online map:
[All Project Recommendations](#)

Active Transportation Plan Siskiyou County

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Countywide Recommendations

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Key Issues and Themes

- **Connections between towns:** Some long-distance biking occurs between towns and to recreation destinations
- **Crossing larger roadways in town:** Most issues center around large roadways and crossings. However, there is lots of potential to widen shoulders and build multi-use paths across the county.



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Key Gaps and Proposed Projects

- **Signage for US Bike Route 85**
Add signage for bicycles along USBR 85 CA Southbound from the northern county limit and southern county limit.
- **Widen shoulders between Fort Jones and Etna**
- **Widen shoulders between McCloud and Mt. Shasta**
- **Montague Rail Trail, McCloud/Dunsmuir/Mt. Shasta/Weed Trails**
Construct paved multi-use paths connecting towns to increase connectivity and access to recreation destinations.



US Bicycle Route 85

To view all project recommendations for the county, view the online map:

[All Project Recommendations](#)

Next Steps



- Tabling at local events: McCloud Flea Market, Dunsmuir Railroad Days, Yreka City Golden Days
- Project team will make updates to the proposed project list based on your feedback
- Ongoing coordination with School Districts and Caltrans
- Develop programmatic recommendations
- Prepare draft plan



59



To: Melissa Cummins, Siskiyou County Local Transportation Commission (SCLTC)
From: Katie Selin, Alta Planning + Design
Date: June 24, 2024
Re: Siskiyou Active Transportation Plan Vision and Goals – DRAFT

Notes

This memorandum outlines the draft vision, goals, and actions for the Siskiyou County Active Transportation Plan (ATP). These policies are intended to provide a guiding framework to address the active transportation needs across the county. The vision and goals reflect the priorities in the existing plans, including the Regional Transportation Plan and feedback from community members, and SCLTC staff. Each goal includes a set of specific actions to guide the SCLTC and other partners in the implementation of the ATP’s projects and vision.

Vision

Siskiyou County envisions a safe and healthy rural region that provides its residents and visitors with accessible and convenient transportation options linking people, communities, and scenic destinations. Investing in important improvements such as new sidewalks, trails, and crosswalks makes it increasingly safe, easy, and enjoyable for people of all ages and abilities to walk, bike, take the bus, drive, or roll in a wheelchair to get where they need to go.

Goals and Actions:

1. **Multimodal Connectivity.** In each community, and between communities where feasible, identify and develop a well-connected network of on- and off-street walkways, trails, and bikeways that meets the needs of residents, commuters, and recreational users of all ages, abilities, and skill levels.
 - a. ACTION: Construct future priority projects for people walking, rolling, and biking identified in the Regional Transportation Plan’s (2021) in the ten-year and twenty-year planning horizons.
 - b. ACTION: Provide improved, reliable, and more frequent connections between and within communities and establish connections between partner organizations stakeholders including STAGE Bus Service, trails associations and various cities.
 - c. ACTION: Support the education and promotion of active transportation through Safe Routes to Schools programs and strengthen existing partnerships with teachers, administrators, parents, and community organizations like the Bicycle Tourism Partnership.
 - d. ACTION: Encourage local agencies to evaluate and prioritize projects that meet the active transportation goals identified in the Siskiyou County’s Regional Transportation Plan goals.
 - e. ACTION: Fund and assist in the development of bikeways and pedestrian facilities that safely and efficiently improve connections to transit, as well as amenities at transit locations such as bike parking and bus kiosks.

2. **Safety and Comfort.** Invest in connected and convenient transportation infrastructure for all modes, with a focus on improving safety and options for people walking, rolling, and biking.
 - a. ACTION: Reduce the number, rate, and severity of bicycle and pedestrian-involved collisions.

- b. ACTION: Identify and address safety concerns in potential conflict locations and high-injury networks involving active transportation users.
 - c. ACTION: Work with agencies and communities to implement educational, enforcement, and engineering strategies to promote traffic safety.
 - d. ACTION: Remove barriers for people with disabilities and increase overall convenience and safety for pedestrians and bicyclists.
 - e. ACTION: Prioritize investments in separated facilities, major crossings, and downtown corridors in each that improve the safety of active transportation users.
 - f. ACTION: Invest in new and existing substandard pedestrian and biking facilities to meet or exceed design standards to enhance safety and comfort.
- 3. Healthy and Just Communities.** Better options for walking and biking encourage active lifestyles and health. Focus active transportation improvements in areas with high numbers of people without access to a vehicle or other equity-priority areas.
- a. ACTION: Increase walking and biking trips to improve public health, reduce pollution and provide affordable options for people to get to work, school, shopping, and other destinations.
 - b. ACTION: Prioritize equity priority communities identified in the Caltrans District 2 Active Transportation Plan (2022).
 - c. ACTION: Prioritize communities with higher pollution levels and increased housing/transportation burdens using environmental justice indices like CalEnviroscreen and California Healthy Places Index.
 - d. ACTION: Expand walking and rolling access to paratransit and senior transportation services to serve people with disabilities and elderly populations.
 - e. ACTION: Engage with Native American Tribal Governments and tribal communities to understand and address their transportation needs and concerns.
 - f. ACTION: Provide transportation options that enable equal social and economic opportunities to all community members.
 - g. ACTION: Acknowledge and address socio-economic and racial disparities to create healthy and resilient communities.
 - h. ACTION: Create opportunities for all people regardless of their race, age, income, ability, and nationality.
- 4. Resilient System.** Increased, varied transportation options can provide safer evacuation routes during emergencies. All improvements must be designed to function well in the winter with snow on the ground.
- a. ACTION: Identify opportunities to use active transportation networks as evacuation routes in the face of extreme weather events.
 - b. ACTION: Ensure that trails, walkways, and bikeways meet wildfire safety standards.
 - c. ACTION: Increase the ability for STAGE to provide important services for people with mobility needs during evacuation.
 - d. ACTION: Establish continued maintenance, including snow removal during all stages of design and construction of active transportation facilities, particularly those that are important evacuation routes.
 - e. ACTION: Allocate and improve appropriate primary and secondary facilities for use following a disaster.
 - f. ACTION: Increase community awareness about active transportation options in the Emergency Response Plan and procedures.
- 5. Reduce Greenhouse Gas Emissions.** Active transportation is essential to meet our climate goals.
- a. ACTION: Invest in areas with more short vehicle trips to increase walking and biking trips and reduce vehicle miles traveled.
 - b. ACTION: Use multimodal and active transportation options to reduce emissions and meet state and federal standards for reducing or maintaining GHG emissions from transportation related sources.
 - c. ACTION: Ensure sensitivity to the environment in all transportation decisions.
 - d. ACTION: Encouraging mixed-use and infill development to reduce single-occupancy vehicle use and provide pedestrian and biking access to commercial and recreational facilities.

- e. ACTION: Improve access to natural and scenic resources to support conservation and environmental stewardship.

6. Community Development. Investments in transportation infrastructure are the backbone of an economically thriving community.

- a. ACTION: Provide safe and varied transportation options that attract people and businesses and preserve the history and culture of local communities.
- b. ACTION: Leverage transportation investments to attract businesses, visitors, and recreation enthusiasts to promote economic development.
- c. ACTION: Reduce household transportation burden faced by community members by providing more affordable options to get to work, schools, shops, and destinations.
- d. ACTION: Integrate complete street and other design elements with walkways and bikeways to create thriving, shared community places.

7. Implementation. Take practical steps to leverage state and federal dollars and collaborate with local communities to build projects from this plan.

- a. ACTION: Develop a short- and long-term investment plan to identify improvements to existing or missing transit, pedestrian, and bicycle facilities.
- b. ACTION: Build a maintenance program to ensure that transportation facilities are safe, comfortable, and free of hazards for people walking, biking, or rolling in a wheelchair.
- c. ACTION: Develop protocols to ensure effective communication of closures, detours, construction activities, and natural or man-made hazards.
- d. ACTION: Coordinate with state and local agencies to fund active transportation investments in their facilities within the county.
- e. ACTION: Position the county to leverage grant funds that support investments in walking, biking, and transit facilities.
- f. ACTION: Explore investments in micromobility, EV charging stations, and other infrastructure advancements.



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoulc.org

190 Greenhorn Road
Yreka, California 96097
D: 530.842.8238/C: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 6

Date: August 20, 2024

Subject: Contract with NCE for Pavement Management System
Modification to Funds Allocated by Fiscal Year

Past Action

On December 11, 2023, the Commission awarded a contract to NCE to conduct pavement condition index updates over a multi-year period throughout the region.

Background

NCE held the kickoff meeting in January 2024 with representatives from local agencies whose sections were being surveyed during the 2023/2024 fiscal year. Once the weather subsided field inspections were conducted by NCE's team on the identified segments of roads, which occurred in early May 2024.

The draft report for work completed during FY 2023/2024 was provided to staff in late June. The final draft of the report was able to be completed prior to July 1, 2024, which left and unexpended balance of \$ 3,000 in the contract for FY 2023/2024.

Staff reviewed the available funds for FY 2024/2025 and estimated carryover funds in the Overall Work Program. Based on this review staff is requesting approval of an accounting change on NCE's contract to reflect the following amounts per fiscal year for the remainder of the contract.

FY 2023/2024 - \$ 53,500
FY 2024/2025 - \$ 76,785
FY 2025/2026 - \$ 74,904

Discussion

If necessary, as requested by the Commission.

Recommended Action

Authorize the Executive Director to execute the accounting change form for the contract between NCE and the Commission and adjust appropriations for FY 2024/2025 to cover the requested change.

Attachments (1)

- Accounting Change Form and current contract between NCE and SCLTC.

Vendor Name: NCE

Revise Contract As To Accounting

Contract Term: 12/11/2023 to 06/30/2026

Vendor No. @00014817					FY 2023/2024	FY 2024/2025	FY 2025/2026
FROM							
SEQ	Fund	Org	Acct	ACT			
1	2506	303030	723000		\$ 56,500.00	\$ 73,785.00	\$ 74,904.00
	Total				\$ 56,500.00	\$ 73,785.00	\$ 74,904.00
SEQ	Fund	Org	Acct	ACT			
1	2506	303030	723000		\$ 53,500.00	\$ 76,785.00	\$ 74,904.00
	Total				\$ 53,500.00	\$ 76,785.00	\$ 74,904.00

Encumbrance Number: E2400442

Department Head Approval:

Department Head

Date

**SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION (SCLTC)
CONTRACT FOR PAVEMENT MANAGEMENT SYSTEM UPDATES**

This Contract made this 11th day of December, 2023 between:

SCLTC: Siskiyou County Local Transportation Commission
1312 Fairlane Road, Suite 2
Yreka, California 96097
(530) 709-5060

And

CONTRACTOR: NCE
8795 Folsom Blvd., Suite 250
Sacramento, CA 95826
Phone: 916.388.5655

ARTICLE 1. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective on December 11, 2023, and shall terminate on June 30, 2026, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of SCLTC. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between SCLTC and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01** Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" and Exhibit "B" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the SCLTC stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with SCLTC and the results of the work shall be monitored by the SCLTC.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. SCLTC shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, SCLTC agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "B". Payment shall not exceed amount appropriated by the SCLTC for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: SCLTC shall pay within 30 days of receipt of invoices from the Contractor to the SCLTC, and approval and acceptance of the work by the SCLTC.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for SCLTC, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. SCLTC shall not be responsible for any expense incurred by Contractor in performing services for SCLTC.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the SCLTC who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from SCLTC.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced

under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold SCLTC harmless against any and all liability, including attorney's fees and other legal expenses, to the extent caused by the gross negligence or willful misconduct of Contractor or Contractor's employees, including all claims during the performance of this agreement relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the SCLTC. If the amount of insurance is reduced by the SCLTC such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the SCLTC as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to reimburse apportioned costs to defend as set forth in Section 2778 of the California Civil Code. Acceptance by SCLTC of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In no event shall the cost to defend charged to the CONTRACTOR exceed the CONTRACTOR's proportionate percentage of fault.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the SCLTC, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by SCLTC or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A: VII rating or as may otherwise be acceptable to SCLTC. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to SCLTC. The SCLTC will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to SCLTC.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the SCLTC prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and

5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30)

days written notice to SCLTC prior to the effective date of such cancellation. **Naming the SCLTC as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of SCLTC, contractor shall file certificates of insurance with SCLTC showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to SCLTC.**

- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the SCLTC, Contractor shall indemnify, defend, and hold harmless SCLTC for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SCLTC. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any SCLTC group plan for hospital, surgical or medical insurance, or for membership in any SCLTC retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a SCLTC employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the SCLTC, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by SCLTC’s Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not SCLTC’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. SCLTC will not withhold FICA (Social Security) from Contractor's payments;
- b. SCLTC will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. SCLTC will not withhold state or federal income tax from payment to Contractor.
- d. SCLTC will not make disability insurance contributions on behalf of Contractor.
- e. SCLTC will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of SCLTC, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of SCLTC is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the SCLTC, and Contractor hereby agrees to deliver the same to the SCLTC upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the SCLTC and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the SCLTC for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the SCLTC.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the SCLTC.

5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and SCLTC is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.
- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by SCLTC shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of SCLTC.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify SCLTC in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.
- 5.21** Standard of Care: CONTRACTOR shall perform its services consistent with that level of care and skill ordinarily exercised by members of the environmental engineering and

consulting profession practicing under similar conditions, and at the same time and locality where the services are performed.

ARTICLE 6. OBLIGATIONS OF SCLTC

- 6.01** Cooperation of SCLTC: SCLTC agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

- 7.02** Termination by SCLTC for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, SCLTC, at SCLTC's option, may terminate this Contract by giving ten (10) days written notification to Contractor.

- 7.03** Termination for Convenience of SCLTC: SCLTC may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: SCLTC may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for SCLTC and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the SCLTC as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will 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 that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and SCLTC laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either SCLTC or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that SCLTC shall have the right to deduct from any payments contracted for under this Contract any amount owed to SCLTC by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If SCLTC exercises the right to reduce the consideration specified in this Contract, SCLTC shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Accumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
- 8.16** Duty to Comply with Laws: CONTRACTOR shall apply the reasonable standard of care to comply with applicable laws and regulations in effect at the time the services are performed.

8.17 Force Majeure: Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, health crises, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

IN WITNESS WHEREOF, SCLTC and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 12/13/2023 PST

Nancy Ogren

Nancy Ogren, Chair
Siskiyou County Local Transportation Commission

CONTRACTOR: NCE

Date: 11/28/2023 PST

Margot Yapp

Margot Yapp, President

Taxpayer I.D.: 88-0254126

APPROVED AS TO LEGAL FORM:

John S. Renny

12/04/2023 PST

John S. Renny, Legal Counsel (Date)

ACCOUNTING:

Fund / Org / Account	Fiscal Year (FY)	Amount
2506-303030-723000	2023/2024	\$ 56,500.00
2506-303030-723000	2024/2025	\$ 73,785.00
2506-303030-723000	2025/2026	\$ 74,904.00

If not to exceed, include amount not to exceed: \$ 205,189.00

Encumbrance number (if applicable): [E2400442](#)



8. (Scope of Work and) Schedule of Tasks

Project Understanding

The County and cities in Siskiyou County face many of some challenges as other jurisdictions in California:

1. A large road system that was largely constructed more than 50 years ago and reaching the end of its service life;
2. A growing population and traffic from residential, recreational, and agricultural uses;
3. Increasing truck loads from construction and agricultural users; and
4. Inadequate funding for road maintenance.

Today, there is a renewed focus on roads and transportation in California as a whole and the demand for more accurate data is expected to grow. The last few years have seen remarkable changes in the funding picture with the recent passage of RMRA or SB1. As a whole, the County/Cities are expected to receive over \$5.9 million in FY2023/24 from RMRA funds. But new revenues come with new accountability measures; streets that will be maintained with RMRA funds are required to be submitted to the California Transportation Commission for approval.

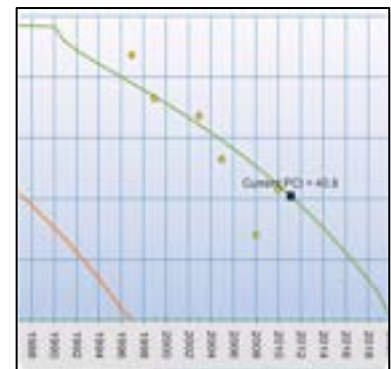
A robust PMS will provide the accountability that SCLTC agencies and its residents expect; the PMS will assist in developing cost-effective, multi-year maintenance work plans with available paving funding.

Ultimately, the PMS update should provide the County/Cities with two key pieces of information:

1. A multi-year work plan, which will show the city councils/board of supervisors, SCLTC and the public the most cost-effective manner of spending new revenues and which may be used to select streets for SB1.
2. A long-term funding analysis to determine future needs that will help guide elected officials in making informed policy decisions.

As with all projects that involve public funding, public accountability is critical so that residents can see and understand that funds are being spent in the most cost-effective manner, and that performance measures are instituted. One such measure is the PCI which may be reported periodically to elected officials and/or the public.

It is vital that the pavement condition data be accurate and that it be closely calibrated with the performance prediction models in StreetSaver®. For example, the graph shown on the right is an example where variations in the field data collected may result in different predictions of the future PCI. Obviously, this is not a desirable outcome.



Therefore, we understand that SCLTC seeks a qualified consultant to perform the 3-year countywide PMS update for Siskiyou County and its incorporated cities, utilizing the StreetSaver® software. We are very familiar with SCLTC's PMS as we implemented the PMS in 2015 and conducted annual updates in 2017-2020. SCLTC can be assured that NCE will deliver results that are accurate, reliable and consistent.

It is our understanding that SCLTC requires NCE to:

- Perform pavement condition surveys to update the PCI for each agency.
- Update the maintenance and rehabilitation (M&R) history in the StreetSaver® database.
- Develop sustainable maintenance and rehabilitation strategies for inclusion in the decision tree.
- Perform funding or budgetary analysis.

NCE is extremely experienced with StreetSaver® pavement condition surveys, as well as with all aspects of the program as detailed in the following section of this proposal. We will assist in recommending or implementing new paving technologies that will address any sustainable policies or objectives. Our extensive working knowledge of StreetSaver®

and Siskiyou County's and cities' road network from the 2017 to 2020 data collection project will allow us to execute this project quickly and efficiently. In addition, our work with the Rural Counties Task Force gives us a perspective on the funding challenges inherent in a rural county.

Although not requested in the RFP, NCE can also assist with other optional tasks such as:

- Conduct regional analysis and present long-term pavement performance.
- Training and technical support.
- Preparation of graphs and exhibits for presentation to Board of Supervisors or City Councils.
- Collection of other assets such as markings, signs, ramps, curb and gutters, sidewalks, etc. and upload asset inventory to StreetSaver Plus® Transportation Asset Management program.



Scope of Work

The following paragraphs detail NCE's scope of work for this project. Optional tasks have also been included for SCLTC's consideration.

Task 1: Kickoff Meeting and Project Coordination

NCE will first kick off the project with SCLTC staff and agencies; as a minimum, items to be discussed will include the following:

- Scope of work and project schedule
- Points of contacts
- Scheduling and access requirements for field work
 - Public safety concerns, requirements and procedures
 - Quality Control activities
 - Available County/City maps, updated GIS shapefile and other relevant data
- Maintenance and rehabilitation (M&R) practices, records, costs, etc.
- Paving or maintenance budgets
- Budgetary scenarios
- Other issues as appropriate.

Prior to the kickoff meeting, NCE will prepare a detailed agenda which will be sent to SCLTC staff and agencies for review prior to the meeting. Additional monthly meetings will be held to review the work performed and to address any questions or issues that arise as the work progresses. NCE will join Local Transportation Commission meetings to provide regular updates if needed.

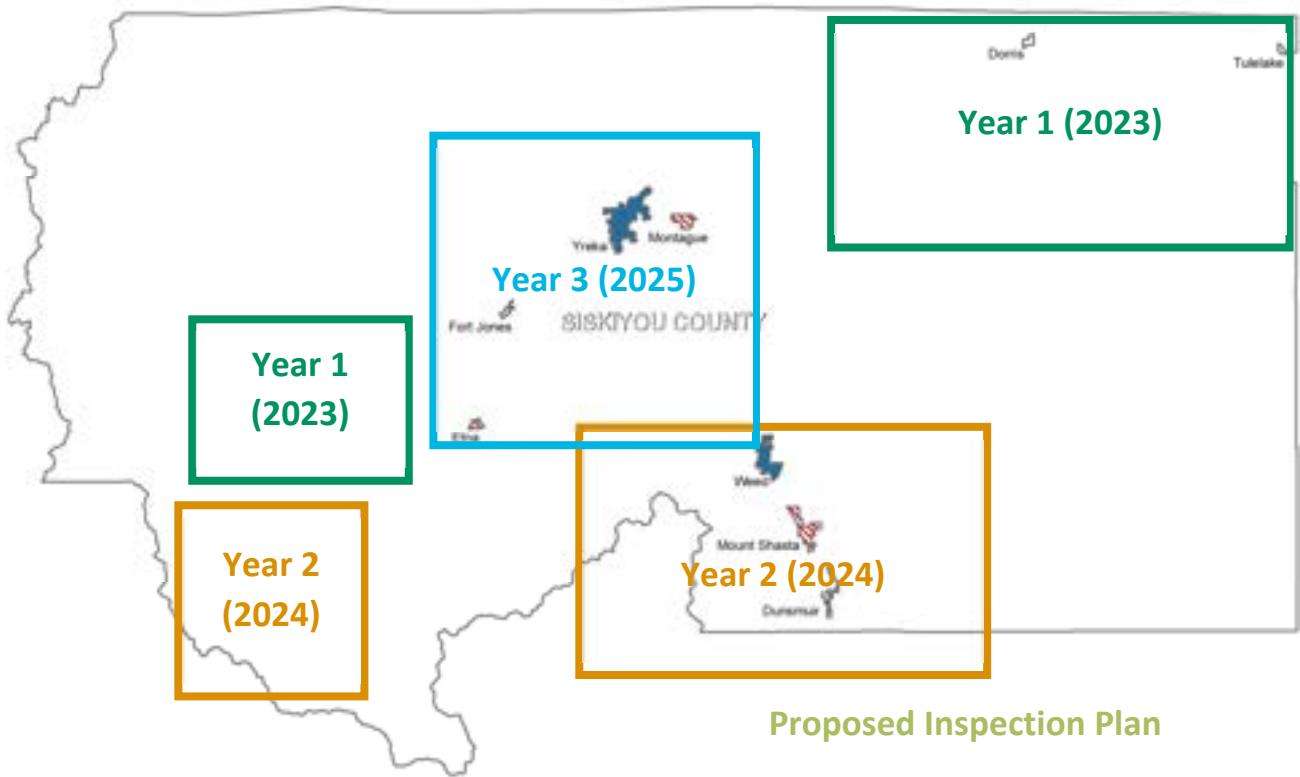
Deliverables

- Kickoff meeting agenda and summary.

Task 2: Conduct Pavement Condition Field Surveys

NCE will next perform pavement condition surveys on approximately 25% of the paved network. Unpaved, private or gated roads will not be surveyed. To offer cost savings and data consistency, NCE has developed inspection plans from the previous PMS update; we recommend utilizing a similar approach by grouping neighborhood cities with portions of the County (see below). Approximately 260 centerline miles of County or City maintained roads will be surveyed annually; the proposed inspection plan for 2023 to 2025 is listed in the map below. We have also assumed that up to 10 centerline miles of new roads have been added since the 2020 update.

Agency	Centerline Miles	Previous Inspection Update
Dorris	7.8	2019
Dunsmuir	16.8	2017
Etna	6.7	2018
Ft. Jones	4.5	2018
Montague	10.4	2019
Mt Shasta	24	2017
Tulelake	6.9	2019
Weed	22.6	2019
Yreka	48.4	2019
Siskiyou County	928.6	2017: Districts 2/5 2018: Districts 4/4H/5F 2019: Districts 1/3



Semi-automated procedures will be conducted with a 100% sampling rate to collect distress data. This is the same technology utilized in 2017 to 2020 and ensures consistency and reliability. During our roadway inspections, pavement profiling, GPS, and surface distress data are collected continuously and seamlessly using our automated data collection vehicle which makes available a wide range of survey technologies. The pavement distress data collection process involves the use of 3D digital imaging technology along with customized, integrated keyboards and lasers to collect the type, severity and extent of all ASTM pavement surface distresses.

Any variation from the established procedures will be to accommodate unique local conditions, e.g., gap-graded texture of rubberized asphalt concrete overlays, bleeding, edge cracking, etc. These conditions typically exhibit unique distresses that may not be reflected in any distress manual, so special exceptions will need to be made.

Our team will be responsible for providing all equipment necessary for the performance of this task. Should County/City personnel wish to observe our field crews and testing vehicle during the inspection surveys, we will be more than happy to accommodate this. Individual County/City staff may also accompany NCE's field crew for up to ½ day to gain hands-on training at no additional cost to SCLTC agency. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.



Please note that this scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short-term maintenance that should be performed.

Quality Control

Quality Control/Quality Assurance (QC/QA) checks are critical on a project such as this when such a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QA/QC component into all of our projects. For this project, we have proposed the inclusion of a QC Manager, Dr. James Signore, who will conduct QC in various activities in this project. Details QC elements are included in page 15.

Deliverables

- Quality control plan

Task 3: Data Entry

All information collected from the condition surveys will then be uploaded into the StreetSaver® database for each agency. This task will be performed at NCE's office in order to provide Quality Control of all data entered into the system. NCE will next perform the pavement condition index (PCI) calculations and correct any errors found. The PCI listing report will be prepared and submitted to the agencies.

In addition, any M&R history from previous update to 2023 will be entered into the database. It assumes that County and cities will provide actual maintenance project lists or maps between 2020 and 2023.

Deliverables

- PCI listing report; StreetSaver® database with PCI updates; and updated M&R history report.

Task 4: Pavement Strategies

In this task, NCE will review maintenance and rehabilitation (M&R) strategies with SCLTC staff and each agency. This will include the recommendation and selection of appropriate treatments such as slurry seals, chip seals or overlays, and the determination of treatment unit costs. This will also be an appropriate time to review the use of new treatments or materials, such as rubberized asphalt, rubberized chip seals, REAS, cold-in-place recycling etc. The discussion will include a review of existing resources and historical expenditure levels.



Development of the M&R strategies and reviewing StreetSaver's® decision trees are critical steps in any PMP update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. Since paving construction costs have increased dramatically since 2004 (as much as three times in some cases), NCE strongly recommends that this be performed prior to any budget analyses.

NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide SCLTC with solutions that are practical and workable. The M&R alternatives are used to determine effective treatments for each pavement section based upon criteria such as condition, pavement type, and functional class. As mentioned before, approximately 64% of County maintained roads are identified as non-engineered or surface treated roads. We have proposed double chip seals for pavement maintenance on surfaced treated roads and it reduces construction costs by 80% compared to HMA roads. Once these M&R alternatives are defined, a treatment unit cost will be determined for each alternative. These alternatives and costs will then be entered into the PMP database for budgetary analyses.

Deliverables

- Updated M&R decision tree.

Task 5: Budget Analysis and Annual Reports

NCE will next perform a [Budget Needs](#) analysis using an analysis period of at least 5 years, or other periods to be determined by SCLTC staff or each agency. This will identify M&R requirements for each pavement section and determine the total maintenance and rehabilitation requirements over the entire analysis period. The Needs Analysis identifies sections that need treatment and applies the M&R decision tree to each section. The costs are then summed for the entire period.

In Simplistic terms, the Budget Needs analysis answers the questions:

“If I have unlimited funding for road maintenance and repair, which roads should I fix?

When should I fix them?

What treatments should I apply?

How much will it cost?”

This forms the basis for performing Budget Scenario evaluations, which optimize the pavement sections for repair under constrained budgets. The [Budget Scenarios](#) evaluation uses a weighted effectiveness rating to prioritize sections for repair under constrained, realistic, budgetary assumptions. The effectiveness rating is defined as the area under a pavement performance curve. The effectiveness rating is weighted to place a higher priority on certain roads, such as arterials and collectors.

Simply put, this module answers this questions:

“If I only have limited funds for road maintenance and repair, which roads have the highest priority for repairs, when should I perform the repairs, and how much will it cost?”

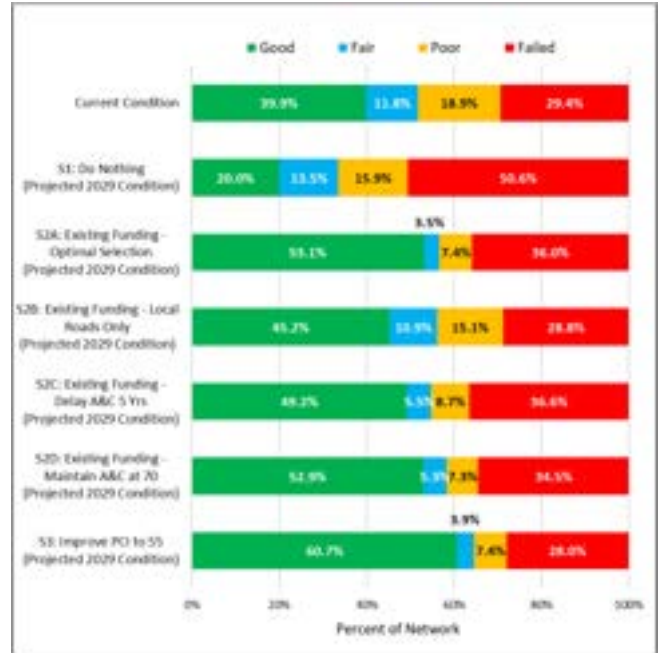
Multiple funding scenarios may be performed to answer “what-if” questions (the real “meat” of any PMS). NCE will perform up to three budget scenario runs based on input from each agency. Typical funding scenarios include:

- Existing funding levels (including SB1 or other funding sources)
- Funding levels required to maintain the PCI
- Funding levels required to increase the PCI
- Unconstrained funding.

StreetSaver® has powerful prioritization tools that analyses the benefits and costs for each road segment and treatment so that a prioritized list of candidate projects are generated for inclusion in a multi-year work plan. It also has the ability to accommodate projects that are “fixed” e.g. utility projects or projects with committed funding.

A sample graph from similar budgetary analyses is shown directly on the right.

NCE will then prepare a draft report that summarizes the overall condition of the pavement network, the maintenance & rehabilitation strategies used, the results of budgetary analyses, different budget scenarios and selected road sections for maintenance and rehabilitation. NCE will also provide PCI condition maps for the current network condition and the projected network condition for the various budget scenarios.



Upon receipt of the agency’s comments on the draft report, a final report will be completed and submitted.

Deliverables

- Draft report (electric) and final report (electric and 2 hard copies).

Task 6: Regional Analysis (Optional)

As an optional task, NCE will utilize the regional StreetSaver® license setup for SCLTC during the previous PMS update to perform budgetary analysis and summarize various funding impacts for countywide long-term pavement performance. Performing a regional analysis offers several benefits. It helps optimize resource allocation by determining how limited resources should be distributed among different agencies based on their pavement condition and needs. It also supports long-term strategic planning by considering regional factors and priorities. Finally, it facilitates effective communication with stakeholders by providing a comprehensive overview of pavement conditions, needs, and funding impacts, accountability, and informed decision-making.

NCE has performed a similar task for the Siskiyou County Local Transportation Commission and Amador County Transportation Commission.

Deliverables

- Regional budgetary analysis summary.

Task 7: Training and Presentation (Optional)

NCE will prepare and present a 6-hour virtual training class on StreetSaver® program. The class will cover the following topics:

- Creating or editing street sections
- Entering pavement distress data
- Performing PCI calculations
- Entering M&R history
- Revising the M&R decision tree i.e. identifying treatment strategies and determining appropriate unit costs
- Determining budget needs
- Creating budget scenarios using project selection tools & target-driven analyses
- Generating reports and GIS maps.



All training manuals will be provided by NCE. It is assumed that the training will be conducted virtually and will include up to 2 participants per agency. It is assumed that computers and internet access will be provided by each agency.

NCE has prepared and trained over 100 agencies in California on StreetSaver®. This includes developing all the training materials, ensuring interaction in the training, and conducting the training. As an example, we have developed and delivered PMS training for both MTC and Orange County Transportation Agency (OCTA) to over 1,000 engineers and technicians.

At the end of the training, participating SCLTC staff and agencies will be able to perform additional funding scenarios as desired and generate new or revised multi-year work plans.

Note too that StreetSaver® training is available for free to licensed users; the training workshops are conducted twice a year in Oakland, CA. NCE is MTC's consultant for training, and thus, County/City staff will receive similar training at lower costs. As an optional task, NCE will also allocate up to 20 hours of technical support. Typically, most technical support is related to providing one-on-one assistance, performing budget scenarios, updating M&R records, providing customized reports, providing pavement treatment recommendations, GIS maps, etc.

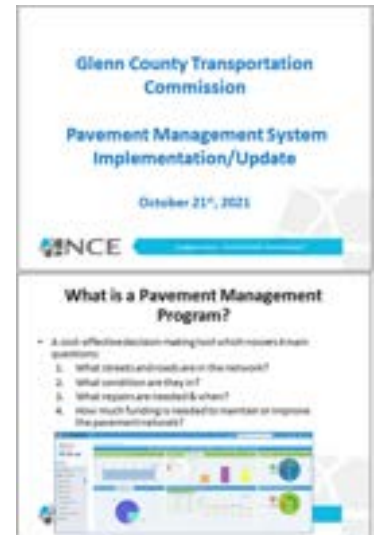
In addition, NCE will prepare and present a presentation to SCLTC staff or Commissioners or Board of Supervisors or Councils. This may be a short (15 to 20 minute) informational item or could be a longer (1-2 hours) educational/advocacy workshop, depending on your needs.

We believe that part of NCE's value to the SCLTC is the information that we can bring and share from other cities or counties, and the results of tight budgetary constraints. We can also share the perspective of our work in the California Statewide Needs Assessment study, which included an assessment of all 540 cities and counties.

This task includes one meeting with SCLTC staff prior to the presentation to discuss items such as the goal of the presentation, the level of knowledge and backgrounds of the audience, the number of stakeholders involved and other potential issues.

Deliverables

- Training manuals and virtual training workshops; and PowerPoint presentations.



Task 8: Asset Data Collection (Optional)

As previously mentioned, LiDAR sensor and street level 3D 360 imagery system can collect other pavement asset inventory/condition when performing pavement distress inspections. County or City staff can easily review and manage any roadway/roadside information collected in the field by the mobile mapping tools. The users have the ability to visualize, measure, edit, and validate infrastructure and roadway/roadside assets.



Items include collection and condition assessments for pavements, utilities, properties, markings, traffic signs and signals, ADA curb ramps, drainage and bridge structures, etc. all with a high level of accuracy. City engineers, planners, and GIS technical staff can easily locate and assess important infrastructure in the office to avoid field data collection along busy streets. All collected information can be exported to shapefile format and merged to agencies' existing GIS system.

Available road right of way asset data collections include:

- Sign inventory/condition (good/fair/poor; FHWA MUTCD retroreflectivity)
- Sidewalk inventory/condition (good/fair/poor; trip hazards)
- Curb inventory/condition (good/fair/poor)
- ADA ramp inventory/condition (compliance)
- Pavement marking or curb marking inventory/condition (good/fair/poor)
- Cross gutter inventory/condition (good/fair/poor)
- Tree inventory (size, types, pictures located along public road right of way)
- Traffic signals/control cabinets inventory
- Street lights inventory
- Speed bump inventory
- Storm drain inventory
- Guardrail and barricade inventory

Deliverables

- GIS shapefile with asset inventory/condition/photos.

Schedule of Tasks

Task Description	Months After NTP								
	NTP	1	2	3	4	5	6	7	8
Task 1: Kickoff Meeting and Project Coordination		X		X		X		X	
Task 2: Conduct Pavement Condition Field Surveys									
Task 3: Data Entry									
Task 4: Pavement Strategies				X					
Task 5: Budget Analysis and Annual Reports									
<i>Draft Reports</i>									
<i>SCLTC/Agency Review</i>									
<i>Final Reports</i>									
Task 6: Regional Analysis (Optional)									
Task 7: Training and Presentation (Optional)									
Task 8: Asset Data Collection (Optional)									

Assumptions

"X" indicates meetings

Prior to Task 2, all StreetSaver licenses must be current.

Task 2 - No weather delays are anticipated; approx. 260 centerline miles roads will be inspected annually.



Exhibit B - Cost Proposal with Revised Scope
Siskiyou County Local Transportation Commission
Countywide Pavement Management System Annual Update

Revised October 6, 2023

(FY 2023-2024)

Cost Proposal

Year 1 (2024) Cost Breakdown					
Task Description	Hourly Breakdown by Personnel				Total Costs
	Project Manager	Principal/QC	Project Engineer	Technician	
1. Kickoff Meeting and Project Coordination	6		8		\$ 3,000
2. Conduct Pavement Condition Field Surveys	4	2	12	80	\$ 41,000
3. Data Entry	2	2	8		\$ 2,500
4. Pavement Strategies	2	4	12		\$ 4,000
5. Budgetary Analysis & Annual Reports	2	2	24		\$ 6,000
Total	16	10	64	80	\$ 56,500
6. Regional Analysis (Opt)	2	4	12		\$ 4,000
7. Training and Presentation (Opt)	8		64		\$ 16,200
8. Asset Data Collection (Opt)			TBD		
Total (with Optional Task)	26	14	140	80	\$ 76,700

Assumptions & Notes

Assume County and cities has active StreetSaver database.

Task 2 includes approx. 231 miles of road network with semi-automated surveys, including roads with PCI greater than 30 from previous update in Maintenance Zone 4 and 6 or County selected areas in the County.

Tasks 1, 4 and 7 include virtual meetings.

Task 5 includes the PMP report for the County and the memorandum of network summary with all SCLTC agencies.

(FY 2024-2025)

Year 2 (2025) Cost Breakdown					
Task Description	Hourly Breakdown by Personnel				Total Costs
	Project Manager	Principal/QC	Project Engineer	Technician	
1. Kickoff Meeting and Project Coordination	6		8		\$ 3,090
2. Conduct Pavement Condition Field Surveys	4	2	12	96	\$ 46,500
3. Data Entry	2	2	16		\$ 3,775
4. Pavement Strategies	2	4	16		\$ 4,920
5. Budgetary Analysis & Annual Reports	4	4	72		\$ 15,500
Total	18	12	124	96	\$ 73,785
6. Regional Analysis (Opt)	2	4	12		\$ 4,120
Total (with Optional Task)	20	16	136	96	\$ 77,905

Assumptions & Notes

Assume County and cities has active StreetSaver database.

Task 2 includes approx. 255 miles of road network with semi-automated surveys, including City of Mt. Shasta, Dunsuir and Weed, and roads with PCI greater than 30 from previous update in Maintenance Zones 2 and 5F or County selected areas in the County.

Tasks 1 and 4 include virtual meetings.

Task 5 includes the PMP reports for the City of Mt. Shasta, Dunsuir, Weed and the memorandum of network summary with all SCLTC agencies.

(FY 2025-2026)

Year 3 (2026) Cost Breakdown					
Task Description	Hourly Breakdown by Personnel				Total Costs
	Project Manager	Principal/QC	Project Engineer	Technician	
1. Kickoff Meeting and Project Coordination	6		8		\$ 3,183
2. Conduct Pavement Condition Field Surveys	4	2	12	96	\$ 46,500
3. Data Entry	2	2	16		\$ 3,888
4. Pavement Strategies	2	4	16		\$ 5,068
5. Budgetary Analysis & Annual Reports	4	4	80		\$ 16,265
Total	18	12	132	96	\$ 74,904
6. Regional Analysis (Opt)	2	4	12		\$ 4,244
Total (with Optional Task)	20	16	144	96	\$ 79,147

Assumptions & Notes

Assume County and cities has active StreetSaver database.

Task 2 includes approx. 260 miles of road network with semi-automated surveys, including City of Etna, Dorris, Tulelake, Ft. Jones, Montague, and Yreka, and roads with PCI greater than 30 from previous update in Maintenance Zones 3 or County selected areas in the County.

Tasks 1 and 4 include virtual meetings.

Task 5 includes the PMP reports for the City of Etna, Dorris, Tulelake, Ft. Jones, Montague, Yreka and the memorandum of network summary with all SCLTC agencies.



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoucoltc.org

190 Greenhorn Road
Yreka, California 96097
D: 530.842.8238/C: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 7

Date: August 20, 2024

Subject: SB 125 Project Awards

Past Action

On December 11, 2023, the Commission authorized staff to submit project proposals to CalSTA for funding under SB 125.

On December 31, 2023, the Executive Director submitted the SB 125 package to CalSTA for consideration. Subsequent correspondence between CalSTA and Commission staff occurred over the past eight months. On August 9, 2024, the Executive Director was notified that the funding request was approved.

Background

AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the State’s Budget Act of 2023 to appropriate a total of \$5.1 billion to the Transit and Intercity Rail Capital Program (TIRCP) and the new Zero-Emission Transit Capital Program (ZETCP) over a four-year period.

SCLTC will be receiving a total of \$5,676,994 over the four-year period, with the bulk of the funds in the first two years. This funding includes \$56,770 for SCLTC for administration of the program.

The projects that have been awarded funding include:

- 1. Transit Agency Website \$ 137,000 (TIRCP)
- 2. Operational Improvements \$ 160,000 (TIRCP)
- 3. Cashless Fare System Methods \$ 160,000 (TIRCP)
- 4. ZEV Strategy Plan \$ 220,000 (ZETCP)*
- 5. Free or Reduced Fare Days \$ 90,000 (ZETCP)*
- 6. SCLTC Admin \$ 56,770 (PTA)

(*These projects were partially funded. Staff is waiting on clarification from CalSTA on how the award is allocated between these two projects.)

Discussion

If necessary, as requested by the Commission.

Recommended Action

- 1) Authorize the Executive Director to accept the funds from CalSTA.



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoucoltc.org

190 Greenhorn Road
Yreka, California 96097
D: 530.842.8238/C: 530.709.5060

- 2) Authorize the Auditor-Controller's Office to establish new funds and budget for these projects in FY 2024/2025.

Attachments (1)

- SB 125 award letter dated August 9, 2024.

Gavin Newsom
Governor

400 Capitol Mall, Suite 2340
Sacramento, CA 95814
916-323-5400
www.calsta.ca.gov

Toks Omishakin
Secretary

August 7, 2024

Ms. Melissa Cummins
Executive Director
Siskiyou County Local Transportation Commission (SCLTC)
1312 Fairlane Road, Suite 2
Yreka, CA 96097

Dear Ms. Cummins:

In December 2023 SCLTC requested a partial allocation of \$823,770 across all fiscal years to support the projects listed below. This allocation includes a request of \$56,770 of funding for administrative costs (ZETCP PTA).

1. **Transit Agency Website (new project):** Uses \$137,000 of TIRCP funds across all fiscal years to support completion of this new project to develop a new agency website.
2. **Operational Improvements (new project):** Uses \$160,000 of TIRCP funds across all fiscal years to support completion of this new project. Project will evaluate models of operation for transit services for potential restructuring to reduce expenses and increase revenues.
3. **Cashless Fare System Methods (new project):** Uses \$160,000 of TIRCP funds across all fiscal years to support completion of this new project. Project will implement a new cashless fare system.
4. **ZEV Strategy Plan (new project):** Uses \$220,000 of ZETCP across all fiscal years to identify the infrastructure needs and associated costs to meet zero-emission requirements.
5. **Free or Reduced Fare Days (new project):** Uses \$90,000 of ZETCP across all fiscal years to support completion of this new project. SCLTC will develop and implement a new incentive program to vehicles will replace existing Compressed Natural Gas (CNG) vehicles and be used to provide on-demand microtransit service throughout the region.

CalSTA has analyzed the eligibility of the program of projects and reviewed for completeness the allocation request, including the required ridership, technical and data submissions. It has been determined that the submission package meets the minimum program requirements, and the ridership data has been publicly posted to SCLTC's internet website. I am pleased to notify you that the allocation request has been approved. CalSTA will continue working with SCLTC and partner state agencies to validate the technical and data submissions prior to future disbursements.

August 7, 2024
Page 2

With this letter, CalSTA authorizes the disbursement \$457,000 of TIRCP first year funding (100% General Fund) and \$239,061 of ZETCP funding (\$128,280.13 GGRF+ \$110,780.87 PTA) for a cumulative total of \$696,061. This includes an admin share of \$56,770 (ZETCP PTA). A total year 1 amount of \$2,058,009 of remains available to SCLTC. An additional amount of \$2,520,601 of TIRCP and \$402,324 of ZETCP remains available to SCLTC in future fiscal years. This funding will be disbursed in future allocation actions.

CalSTA will modify the SB 125 Program Guidelines no later than September 30, 2024, for the distribution of funds for the 2024-25 fiscal year, which may include updated fund totals available to SCLTC per year across all fiscal years that were impacted as part of the 2024 final budget agreement.

SCLTC is responsible for tracking the receipt and utilization of these funds separately, and recording interest earned (or other investment income earned) on each fund source separately. The interest or investment earnings must also be spent on approved eligible projects within each program and will be accounted for when SCLTC submits its required Annual Report.

Please expect additional correspondence from CalSTA to verify SCLTC's proper bank account information prior to the completion of the transfer of funds.

If you have any questions, please contact CalSTA Chief Deputy Secretary Chad Edison at 916-247-0322.

Sincerely,

A handwritten signature in black ink that reads "Toks Omishakin". The signature is written in a cursive, flowing style.

TOKS OMISHAKIN
Secretary



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
melissa@siskiyoucoltc.org

190 Greenhorn Road
Yreka, California 96097
D: 530.842.8238/C: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 8

Date: August 20, 2024

Subject: Membership in Golden State Risk Management Authority

Past Action

On July 30, 2024, the Executive Director applied for membership to the Golden State Risk Management Authority for general liability and cyber liability coverage.

Background

This proposed coverage would establish general liability and cyber liability coverage for the Commission, which will be separate from any coverage maintained by each member agency or the transit operator.

To become a member of the Golden State Risk Management Authority the Commission must adopt the enclosed resolution agreeing to abide by the Joint Exercise of Powers Agreement and the Golden State Risk Management Authority By-Laws.

The documents were submitted to the Commission's legal counsel for review. Counsel did not have any concerns.

The estimated premiums for the first year of coverage for both programs is \$ 5,347.00.

Discussion

If necessary, as requested by the Commission.

Recommended Action

- 1) Authorize the Chair to sign the Agreement for Admission of New Member to the Golden State Risk Management Authority.
- 2) Authorize the Executive Director to submit all required documents to finalize membership in the Golden State Risk Management Authority.

Attachments (3)

- Agreement for Admission of New Member to the Golden State Risk Management Authority.
- Joint Exercise of Powers Agreement for Providing Liability, Workers' Compensation, Property and Other Coverages
- Golden State Risk Management Authority Bylaws

**AGREEMENT FOR ADMISSION OF NEW MEMBER
TO THE GOLDEN STATE RISK MANAGEMENT AUTHORITY**

Enclosures:

- 1) Golden State Risk Management Authority Joint Exercise of Powers Agreement;
- 2) Golden State Risk Management Authority Bylaws.

RECITALS

- 1. **Siskiyou County Local Transportation Commission**, a public agency within **Siskiyou County**, State of California, has applied for membership in the Golden State Risk Management Authority.
- 2. Said membership is contingent upon the acceptance of, and agreement to abide by, the Golden State Risk Management Authority Joint Exercise of Powers Agreement (Encl. 1), and the Golden State Risk Management Authority By-Laws (Encl. 2).

AGREEMENT

Therefore, the **Siskiyou County Local Transportation Commission**, a public agency, has applied for membership in the Golden State Risk Management Authority. It hereby accepts and agrees to all provisions of the Joint Exercise of Powers Agreement (Encl. 1) and the Bylaws of the Golden State Risk Management Authority (Encl. 2) and agrees to abide by and comply with all the provisions contained therein.

Upon entering this Agreement, the **Siskiyou County Local Transportation Commission** is accepted as a new member. Membership is effective as of the date of the prior conditional approval by the Board of Directors of the Golden State Risk Management Authority.

Dated: _____

Bruce Deutsch, Chair
Siskiyou County Local Transportation
Commission

Dated: _____

President of the Board
Golden State Risk Management Authority

Approved as to form:

Doug Alliston, General Counsel
Golden State Risk Management Authority

Reviewed and Approved:

Scott Schimke, Risk Manager
Golden State Risk Management Authority

Adopted: April 10, 1979

Amended: April 27, 1992

Amended: June 11, 1997

Amended: July 1, 2000

Amended: July 14, 2004

Amended: July 1, 2009

**JOINT EXERCISE OF POWERS AGREEMENT
FOR PROVIDING LIABILITY, WORKERS' COMPENSATION,
PROPERTY AND OTHER COVERAGES**

ENTERED INTO BY

**PUBLIC AGENCIES WITHIN AND WITHOUT
THE STATE OF CALIFORNIA**

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**JOINT EXERCISE OF POWERS AGREEMENT FOR PROVIDING
LIABILITY, WORKERS' COMPENSATION, PROPERTY
AND OTHER COVERAGES**

* * *

THIS AGREEMENT is dated, for convenience, July 1, 1979, as the date the Agreement was initially entered into among certain public agencies within the County of Glenn. Thereafter, this Agreement has been amended to include Public Agencies within or without the State of California. These public agencies are hereafter referred to as "Member Agencies" and listed in Appendix "A", which may be amended from time to time.

PREAMBLE

Golden State Risk Management Authority is established for the purpose of providing services and other functions necessary and appropriate for the creation, operation, and maintenance of liability, workers' compensation, property and other risk pooling and coverage plans for the Member Agencies that are parties hereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding risk pooling and insured programs.

R E C I T A L S

This Agreement is predicated upon the following facts:

1. WHEREAS the Member Agencies are public agencies organized and operating under the laws of the State of California or other states of the United States;
2. WHEREAS, the following California state laws, among others, authorize the Member Agencies to enter into this agreement:
 - a. Labor Code Section 3700(c) allowing a local public entity to fund its own worker's compensation Claims;
 - b. Government Code Sections 989 and 990, *et seq.* and Education Code Sections 17566 and 17567 permitting a local public entity to insure itself against liability and other losses;
 - c. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;

d. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500 *et seq.*;

e. Government Code Sections 6500, *et seq.* permitting two or more local public entities (including public agencies located outside the State of California) to jointly exercise under an agreement any power which is common to each of them.

3. WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of developing an effective risk management program to reduce the amount and frequency of their losses, pooling their self-insured losses, and jointly purchasing excess insurance and administrative services in connection with a joint program for said parties; and

4. WHEREAS, a feasibility study has shown that it is economically feasible and practical for the parties to this Agreement to do so;

5. WHEREAS, this Authority was originally created and was known as the “Glenn County Joint Powers Authority”,

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 PURPOSES

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* in order to develop an effective risk management program: (a) to reduce the amount and frequency of their losses, (b) to pool their self-insured losses, and (c) to jointly purchase excess insurance and administrative services in connection with a joint protection program for the Member Agencies.

These purposes shall be accomplished through the exercise of the powers of Member Agencies jointly in the creation of a separate entity, now know as “Golden State Risk Management Authority”, to administer a joint protection program wherein Member Agencies will pool their losses and Claims, jointly purchase excess insurance and administrative and other services, including Claims adjusting, data processing, risk management, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public agencies organized and existing under the laws of the State of California or of any other state of the United States as may desire to

become parties to this Agreement and members of the Authority, subject to approval by the Board.

ARTICLE 2 RULES OF CONSTRUCTION

- A. The following rules of construction apply:
1. The present tense includes the past or future tense; the future tense includes the present tense.
 2. The singular includes the plural and the plural includes the singular.
 3. “Shall” is mandatory and “may” is permissive.
 4. The masculine gender includes the feminine and neuter.

ARTICLE 3 PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does contract with, all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement, by cancellation or withdrawal, shall not affect this Agreement nor the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 CREATION OF AUTHORITY

Pursuant to Section 6500 *et seq.* of the Government Code, the Authority, a public entity, separate and apart from the parties to this Agreement, is hereby created. The creation of a separate public entity is intended by this Agreement pursuant to Government Code Section 6507. The Authority shall be known as the Golden State Risk Management Authority. The Authority shall be governed by a Board whose composition, powers and duties are set forth in the Bylaws.

ARTICLE 5 TERM OF AGREEMENT

This Agreement is effective July 1, 1979, and continues until terminated as hereafter provided.

ARTICLE 6

BYLAWS

This Agreement fully incorporates the Bylaws, as adopted and which may be amended from time to time consistent with this Agreement, by the Board.

ARTICLE 7

POWERS OF THE AUTHORITY

A. The Authority is authorized, in its own name, to do all acts necessary for the exercise of those powers referred to in Recital 2 including, but not limited to each of the following:

1. Make and enter into contracts;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Member Agency which is a party to this Agreement, except as otherwise provided in Article 8 herein and in Article IV of the Bylaws;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property including that of a Member Agency;
9. Receive, collect, invest, and disburse moneys; and
10. All other powers described in Government Code Sections 6508 and 6509.5 which sections are incorporated by reference.

These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon the County of Glenn in the exercise of similar powers.

ARTICLE 8
AUTHORITY FUNCTIONS AND RESPONSIBILITIES

A. The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

1. Adopt an annual budget;
2. Establish such funds and accounts as required for efficient operation of the Authority and good accounting practices;
3. Maintain or have maintained accurate loss records for all covered risks, for all Claims paid, and for such other losses as the Board requires or directs be maintained;
4. Acquire protection against risks, as authorized by the Board, that may include, but are not limited to, general liability, public officials' errors and omissions liability, employment practices liability, pollution liability, automobile liability, watercraft liability, workers' compensation, property, and equipment breakdown, through, but not limited to, self-insurance funding, risk pooling and/or commercial insurance, for primary, excess and/or umbrella insurance coverage, by negotiation, bid, or purchase;
5. Provide loss prevention, safety and loss control services;
6. Provide Claims management services for covered risks;
7. Provide Claims recovery and subrogation services to investigate, pursue, and collect for damages resulting from Covered Losses that are caused, partly or totally, by the acts of others;
8. Select and retain legal counsel and Claims legal defense counsel;
9. Perform other functions for the purpose of accomplishing the goals of this Agreement.

ARTICLE 9
MEMBER AGENCY RESPONSIBILITIES

A. Each Member Agency has the following responsibilities:

1. Designate a primary contact for the Authority;

2. Pursuant to the procedures set forth in the Bylaws, appoint representatives to the Authority Board;
3. Pay timely all contribution charges, contribution surcharges, adjustments or any other fees or charges.
4. Notify and cooperate fully with the Authority in all matters relating to any and all Claims;
5. Provide annually all information required or requested by the Authority in order for the Authority to properly calculate contributions and to carry out the Joint Protection Program under this Agreement;
6. Provide annually current, complete, and accurate information of the values of buildings and contents covered by the Authority;
7. Maintain loss prevention and risk management policies that can reasonably be expected to reduce, or minimize, the Member Agency's losses;
8. Such other responsibilities as are provided elsewhere in this Agreement and as are established by the Board in order to carry out the purposes of this Agreement.

ARTICLE 10 TERMINATION

A. This Agreement may be terminated at any time by the written consent of three-fourths of the Member Agencies, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

B. Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Member Agencies in the joint protection program, including any of those parties which previously withdrew, in accordance with and proportionate to their contribution payments made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending Claim or loss covered by this Agreement has been finally adjusted, resolved and concluded.

C. The Board is vested with all powers for the purpose of concluding and dissolving the business affairs of the Authority. These powers shall include the power to assess current and former Member Agencies (Member Agencies at the time existing unpaid Claims arose or losses incurred), to pay any additional amounts necessary for the final disposition of all Claims and

losses covered by this Agreement. A Member Agency's share of such additional contribution shall be determined on the same basis as that provided for in Paragraph B. of this Article.

D. Termination of any Member Agency shall not be construed as a completion of the purpose of this Agreement and shall not require the repayment or return to any terminating Member Agency of all or any part of any contributions, payments or advances made until the Agreement is rescinded or terminated as to all parties.

E. The decision of the Board under this Article shall be final.

ARTICLE 11 PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or their party beneficiary of any Member Agency shall have any right, claim, or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 12 AMENDMENTS

This Agreement may be amended from time to time by an affirmative vote of more than 50% of the Member Agencies.

ARTICLE 13 ENFORCEMENT

The Authority is hereby granted the authority to enforce this Agreement. In the event any action is instituted concerning a dispute involving any provision of this Agreement, the prevailing party in such action shall be entitled to such sums as the court may fix as attorneys fees and costs.

ARTICLE 14 COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

ARTICLE 15
COMPLETE AGREEMENT

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 16
FILING WITH SECRETARY OF STATE

The Risk Manager shall file a notice of this Agreement with the office of California Secretary of State within thirty (30) days of its effective date, as required by the Government Code section 6503.5 and within seventy (70) days of its effective date as required by Government Code section 53051.

SIGNATORIES

The original signatures for the Member Agencies are set forth in the original Joint Powers Agreement. The necessary signatures for Amendments to this Agreement are set forth with each Amended Agreement.

GOLDEN STATE RISK MANAGEMENT AUTHORITY
BYLAWS

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ARTICLE I.
DEFINITIONS

A. Unless the context otherwise requires, the designated terms in the Joint Powers Agreement and Bylaws have the following definitions:

1. “Authority” means the Golden State Risk Management Authority.
2. “Basic Risk Coverages” shall mean the protection package offered to all Member Agencies, consisting of protection for risks related to General Liability, Workers’ Compensation, Property, and Miscellaneous exposures, unless an exception has been made by the Board.
3. “Board” or “Governing Board” shall mean the governing board of the Authority;
- 4 “Certificate of Coverage” or “COC” is the document issued by the Authority to Member Agencies specifying the scope and amount of pooled protection provided to each Member Agency by the Authority.
5. “City” shall include cities, towns, and villages, whether incorporated or not. City does not include a County.
6. “Claim” shall mean any demand, action, suit or proceeding against a Member Agency arising out of an occurrence that falls within the Authority's Joint Protection Program.
7. “County” shall mean a political subdivision of the State of California or any other State of the United States of America. County does not include a City.
8. “Covered Loss” is a loss resulting from a Claim against a Member Agency, in excess of the Member Agency's deductible, retained limit or self-insured retention that falls within the Joint Protection Program, as prescribed by the pertinent Memorandum of Coverage and Certificate of Coverage.
9. “Excess Coverage” shall mean that coverage afforded by commercial insurance or any pooling arrangement purchased by the Authority to cover losses in excess of the Authority’s own deductible, retained limit or self-insured retention.
10. “Fiscal Year” is the period from the first day of July of each year to and including the thirtieth day of June of the following year.
11. “Incurred Loss” is the sum of moneys paid and reserved by the Authority that is necessary to investigate and defend a Claim and to satisfy a Covered Loss sustained by a Member Agency.

12. “Joint Protection Program” or “Program” shall mean the operation of the Authority under which the Member Agencies are protected against designated losses, through pooling of self-insured funds, joint purchase of commercial insurance, or any combination as determined by the Board.
13. "Member" means a member of the Board.
14. “Member Agency” means any public agency that is a party to this Agreement.
15. “Memorandum of Coverage” or “MOC” is the document issued by the Authority to Member Agencies specifying the limits of liability of the coverage provided to each Member Agency, including the Authority’s deductible or retention amount and Excess Coverage limits.
16. “Special District” shall mean special districts created pursuant to the law of the State of California or of any other state which provides any governmental service. Special Districts shall be treated as Member Agencies except that Special Districts governed through the Board of Supervisors of a County shall be represented on the Board by that County in accordance with Article III hereof.

**ARTICLE II.
OFFICES**

The Authority’s principal office for the transaction of business is located at 243 West Sycamore Street, Willows, California. The Governing Board may change the location of the principal office from time to time.

**ARTICLE III.
GOVERNING BOARD**

A. GOVERNING BOARD

The Authority shall be governed by a Board composed of seven (7) Members, all of whom shall be elected or appointed Members of the governing boards of Member Agencies. The Members of the Board shall be composed of: (1) two Members from the boards of supervisors of County Member Agencies; (2) one Member from the city council of a City Member Agency; (3) one Member from the board of trustees of a school district Member Agency; (4) one Member from the board of directors of a cemetery district Member Agency; (5) one Member from the board of directors of a fire protection district Member Agency; and (6) one member from the board of directors of a Special District Member Agency.

B. ELECTION OF BOARD MEMBERS

1. Annual elections are to be held to fill vacating positions on the Governing Board as described herein. The election process shall include the use of the Board Member Election Timeline. The Timeline shall be updated and approved by the Board annually. The Board Member Election Timeline shall be maintained as a separate document.

2. Vacancies for the Board alternate with representatives for cemetery districts, cities and school districts opening in even numbered years and representatives for fire districts and special districts opening in odd numbered years. Currently, two county representatives are appointed by the Glenn County Board of Supervisors on their own appointment schedule.

Districts in the above member groups will be invited to nominate themselves. The nomination will be for a particular district not for an individual person. If elected, the chosen district shall: (a) appoint a member of their governing board to serve on the Board, and also (b) appoint a second member of their governing board to serve as an alternate Board Member. In the absence of the appointed representative due to (a) resignation, or (b) inability to attend any Board meetings, the alternate representative shall (a) substitute for and replace the resigned representative, or (b) attend board meetings in the place and stead of the absent representative. If no nominations are received for a particular group, the Board shall appoint an individual meeting all requirements for representing that group to fill the opening for the duration of the term.

Once the nomination period has closed and the slate of nominated districts is approved by the Board, an election will be conducted. If a member is the only district nominated for a group, no election voting shall be held for that group and that district will be the considered the winner of the election.

During this election period, nominated districts may contact districts in their peer group to promote their desire to appoint a representative to the Board.

Each district will get one vote each. The vote will either be by board action or by the district representative (usually the district manager or primary contact) as authorized by the district board.

All communication to members will be through their preferred method of communication (email or USPS). Members may vote either electronically or via USPS or fax.

Vote count will not be disclosed to any party prior to the results being presented to the Board.

Election winners are determined by a simple majority of the votes cast. In case of a tie among those receiving the most votes, the winner will be decided by random selection from those candidates that are tied.

If a seated board member is no longer a member of their represented District's governing board, the governing board of that district shall appoint another representative from their governing board. If that board does not appoint a

member by the next meeting of the Board, the Board shall appoint an individual meeting all requirements for representing that group for the duration of the term.

If a chosen district has determined to and acted to withdraw from GSRMA, then: (a) when a withdrawal occurs before the term of the appointed representative begins, then the next highest vote getter shall be the chosen district in that member group; or (b) if the withdrawal occurs after the term has begun, the Board shall fill this vacancy by appointing another member agency in that member group to act as a chosen district and to appoint a member of their governing board to serve on the Board for the duration of the term.

C. TERMS OF OFFICE

1. The term of each Member shall be two years.
2. Each Member serves at the pleasure of his or her respective appointing governing body and may be replaced at any time. The County Members shall also represent all special districts that are governed by County boards of supervisors. No person who is an employee of any Member Agency shall be appointed to serve on the Governing Board.

D. VOTING AND COMPENSATION

1. Each Member has one vote.
2. Each district represented by a board member shall be entitled to \$5,000 per member per year of service on the Board. In addition, Members shall be entitled to reimbursement for transportation expenses incurred in connection with performance of duties as a Member pursuant to the Internal Revenue Service's established allowance. The Board may authorize additional reimbursement for other expenses incurred in connection with duties as a Member.

E. POWERS OF THE BOARD

The Board, consistent with the purposes of the Agreement and these Bylaws, has the power to:

1. Adopt and amend the Authority's Bylaws;
2. Adopt an Annual Operating Budget.
3. Approve or reject agencies applying to become Member Agencies;
4. Elect and remove the risk manager and officers of the Authority;

5. Establish an executive committee or any other committees and delegate to them functions not otherwise reserved to the Board;
6. Contract with consultants and other professional persons or firms, as it considers necessary to carry out the purposes of the Agreement;
7. Authorize risk management audits to review the participation of each Member Agency in the Program;
8. Authorize any officer, staff member, or agent of the Authority to execute any contract in the name of and on behalf of the Authority, and such authorization may be general or specific in nature; however, unless so authorized, no officer, staff member or agent shall have any power to bind the Authority by contract;
9. Approve loss analysis controls by use of statistical analysis, data processing, record and file keeping services in order to help identify high exposure operations and evaluate proper levels of self-retention and possible deductibles;
10. Approve plans to assist Member Agencies in maintaining current, complete, and accurate building and contents values by location for insured properties;
11. Conduct all necessary actions in concluding and dissolving the business affairs of the Authority, including determining the distributions to Member Agencies upon termination of the Authority;
12. Approve specific risks for which the Authority intends to provide protection;
13. Determine the necessity for and amount of any contribution surcharge that may be imposed because of circumstances described in Article X.C.1. and 2. of these Bylaws; and
14. Act in furtherance of the Agreement and these Bylaws.

F. **ADDITIONAL DUTIES OF THE BOARD**

In addition to duties specifically expressed in the Agreement or in the Bylaws, the Board shall:

1. Maintain membership in at least one (1) public risk management association.
2. Assign at least one (1) Member to attend an annual risk management conference.

ARTICLE IV.
OFFICERS

A. **PRESIDENT AND VICE-PRESIDENT**

The Board shall elect a president and vice-president from among its Members at its first meeting each calendar year. Thereafter, at its first meeting in each succeeding calendar year, the Board

shall elect a president and vice-president. The term of office of the president and vice president shall be for one (1) year. If either the president or vice-president ceases to be a Member, the resulting vacancy shall be filled at the next regular meeting of the Board which is held after the vacancy occurs. The president shall preside at and conduct all meetings of the Board. In the absence or inability of the president to act, the vice president acts as president. The president also serves as the treasurer of the Authority.

B. RISK MANAGER

The risk manager shall be selected and appointed by the Board. The position includes the functions of secretary, chief administrative officer of the Authority, and auditor. The risk manager shall be responsible to the Board for the performance of all functions of the Authority as provided in the Agreement and these Bylaws. In the absence of both the president and vice-president, the risk manager shall preside at and conduct meetings of the Board.

C. TREASURER AND AUDITOR

Other than prescribed above, the Board may appoint one of the Authority's officers or employees to serve in the position of either treasurer or auditor, or both of such positions. These offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons appointed shall have the powers, duties, and responsibilities as set forth in Government Code Sections 6505, 6505.5 and 6505.6, including the duty to cause an independent annual audit to be made in compliance with Government Code Section 6505.

1. The treasurer shall:
 - a. Have the custody of the Authority's funds;
 - b. Disburse the Authority's funds pursuant to the Board's authority;
 - c. Invest and reinvest the Authority's funds in accordance with state law.
2. The auditor shall:
 - a. Draw warrants to pay demands against the Authority. The warrants drawn by the auditor shall be reviewed by the Board and approved and ratified at the first meeting of the Board following the draft of the warrants;
 - b. Establish and maintain the funds and accounts in accordance with acceptable accounting practices and shall maintain such other records as the Board requires;
 - c. Within one hundred twenty (120) days after the close of each Fiscal Year, give a complete written report of all financial activities for that Fiscal Year to the Authority for the annual audit by a certified public accountant.

D. ASSUMPTION OF DUTIES

Each officer shall assume the duties of his office upon election or appointment, unless otherwise declared by the Board.

E. OFFICIAL BOND

The Board shall require the risk manager, treasurer, and auditor to cause to be filed with the Authority an official bond in an amount to be fixed by the Board, but not less than \$500,000. The Authority shall pay the cost of the premiums for each bond required by it. In the alternative, the Authority may utilize and participate in bond coverage by means of a master bond jointly purchased by public agencies.

F. REMOVAL AND VACANCIES

The Board may remove an officer at any time. A vacancy in an officer position, because of death, resignation, removal, disqualification, or any other cause, shall be filled by election of the Board.

ARTICLE V.
LIABILITY OF GOVERNING BOARD, OFFICERS,
COMMITTEE MEMBERS AND LEGAL ADVISORS

A. Members, officers, committee members, and legal advisors to the Board or any committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to the Agreement and Bylaws. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

B. No Member, officer, committee member, or legal advisor to the Board or any committee shall be responsible for any action taken or omitted by any other Member, officer, committee member, or legal advisor to the Board or any committee. No Member, officer, committee member, or legal advisor to the Board or any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to the Agreement and Bylaws.

C. The Authority shall investigate and defend actions against, and pay on behalf of the Authority, the Board, the individual Members, the officers of the Authority, any committee, the individual committee members and any legal advisor to the Board within the scope of their assigned duties pursuant to Article IV, subject to a limit of liability within the discretion of the Board, all sums that they or any of them become legally obligated to pay as damages because of any act or omission in the performance of their respective duties as provided in the Agreement and in these Bylaws. This coverage shall not apply to intentionally dishonest or fraudulent acts,

or to punitive damages, penalties or sanctions. In the alternative, the Authority may purchase insurance coverage for these exposures, to the extent allowed by law.

D. The risk manager shall contract for all necessary investigation and shall select defense counsel under this Article.

ARTICLE VI. BOARD MEETINGS

A. REGULAR MEETINGS

1. The Board shall hold bi-monthly meetings. Unless otherwise notified pursuant to the Ralph M. Brown Act, these meetings shall be held at 6:00 p.m. on the second Wednesday of every other month (i.e. July, September, November, January, March, and May, or as determined by the Board. The Board may change the meeting date to accommodate any calendar conflicts or cancel a meeting if it's not needed.
2. Written notice of each regular meeting of the Board shall be delivered to each Member and/or alternate Member at least seven (7) days in advance of the meeting. The notice shall specify:
 - a. The place, date and hour of the meeting,
 - b. Those matters which are intended to be presented for action by the Board,
 - c. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of the Authority, or any other matter substantially affecting the rights and obligations of the Member Agencies.

B. SPECIAL MEETINGS

1. A special meeting of the Board may be called at any time by the president of the Board, or by a majority of the Members or by the risk manager subject to the requirements for 24-hour written notice to the members and to requesting representatives of the media provided in Section 54956 of the California Government Code.
2. The notice of a special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the meeting.

C. RALPH M. BROWN ACT AND CLOSED SESSIONS

1. Each meeting of the Board, including, without limitation, regular, adjourned regular and special meetings, including any closed session, shall be called,

noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

2. Closed sessions for pending litigation shall not be semi-closed. Interested members of the public shall not be admitted to a closed session. Closed sessions for pending litigation shall only be attended by Members, legal counsel to the Board, and necessary Authority staff. Persons without an official role in the meeting shall not be present.
3. The risk manager, or his alternate, shall attend closed sessions as the sole necessary or required member of the Authority staff.

D. PLACE OF MEETINGS

Each regular or special meeting of the Board shall be held at a place within the State of California designated by the Board at its preceding meeting or, if no such designation is made, as designated by the risk manager or the president of the Board.

E. RULES OF ORDER AND MINUTES

1. The risk manager shall keep minutes of all regular, adjourned regular and special meetings. Within sixty (60) days after the adoption of the minutes of a meeting, the risk manager shall have a copy of the adopted minutes made available online in the Authority's website accessible by each Member and by each Member Agency through their respective accounts. Alternatively, if a Member or a Member Agency has no internet access, the Authority shall provide a copy of said minutes to the Member or Member Agency upon written request.
2. All meetings of the Board, and of any committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, provided that in the event of a conflict, such rules shall be superseded by the Agreement, these Bylaws, and California law.

F. QUORUM

No business may be transacted without a quorum of the Members being present. A quorum shall consist of four (4) Members. Four Members must vote in favor of a motion to approve it. The Board shall adopt appropriate rules, not inconsistent herewith, for the orderly transaction of its business.

G. ADJOURNED MEETINGS

1. The Board may adjourn any regular or special meeting to a time and place specified in the order of adjournment, whether or not a quorum has been

established. If a quorum is not established, no business other than adjournment may be conducted.

2. A copy of the order for adjournment shall be posted as required by Section 54955 of the California Government Code. No other notice of an adjourned meeting shall be necessary, unless the transacted adjournment is for a period of thirty (30) days or more, in which case notice of the adjourned meeting shall be given in the same manner as notice of the original meeting.

ARTICLE VII. MEMBERSHIP

A. NEW MEMBER AGENCIES

1. Public entities that have applied for membership may be approved by the Board and may be admitted to the Program at any time. The Board shall have the sole discretion to admit or reject new Member Agencies. In and through their application for, and acceptance of membership, new Member Agencies shall agree to accept, comply with, and be bound by all the provisions of the Agreement and Bylaws.
2. The agency requesting membership shall supply all loss experience and risk exposure data together with any other relevant information requested by the risk manager.

B. CANCELLATION

The Authority shall have the right to cancel any Member Agency's participation in the Program upon two-thirds vote of the Board. Any Member Agency so canceled shall, on the effective date of the cancellation, be treated the same as if the Member Agency had voluntarily withdrawn from the Program.

C. WITHDRAWAL

1. A Member Agency may withdraw only at the end of a Fiscal Year of the Authority, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and the Program, except as otherwise permitted by the Board.
2. Any Member Agency that withdraws as a party to this Agreement pursuant to this Article shall not be reconsidered for new membership until the expiration of five years from the Member Agency's withdrawal. However, the Board in its discretion may approve an exception to this rule for a particular applicant.

D. EFFECT OF WITHDRAWAL

1. The withdrawal of any Member Agency from this Agreement shall not terminate this Agreement and no Member Agency, by withdrawing, shall be entitled to payment or return of any contribution, consideration, or property paid or donated by the Member Agency to the Authority, or to any distribution of assets.
2. The withdrawal of any Member Agency after the effective date of the Program shall not terminate its responsibility to contribute its share of contributions to the program until all claims, or other unpaid liabilities, covering the period the Member Agency was signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member Agency or credits to the Member Agency for the period of its membership has been made by the Board. In connection with this determination, the Board may exercise similar powers to those provided for in Article 10 (Termination) of the Agreement.

ARTICLE VIII.
ACCOUNTS, RECORDS, AND AUDITS

A. ACCESSIBILITY OF BOOKS AND RECORDS

Books and records of the Authority in the possession of the auditor shall be open to inspection at all reasonable times by designated representatives of the Member Agencies.

B. AUDITS

1. The Authority shall contract with a certified public accountant for an annual audit of the accounts and records of the Authority at the end of each Fiscal Year. The minimum requirements of the audit shall be those prescribed by the State Controller under Government Code Section 26909 and shall conform to generally accepted auditing standards.
2. Within six months after Board approval, the risk manager shall have a copy of the audit report accessible online in the Authority's website by Member Agencies through their accounts. Alternatively, if a Member Agency has no internet access, the Authority shall provide a copy of said Board-approved audit report to Member Agencies who request so in writing.
3. The Authority shall bear the costs of the audit. These costs are a charge against the operating funds of the Authority.

C. AUTHORIZATION OF PAYMENTS

Before payment by the treasurer of any invoices, billings, and claims for payment of losses, such documents must be approved and signed by the president, vice president, or the risk manager or his or her designee.

ARTICLE IX.
NOTICES

- A. Notice to a Member Agency under this Agreement and Bylaws shall be sufficient if made available online in the Authority's website accessible through the Member Agency's online account, or electronically mailed to the Member Agency's designated primary contact, or mailed to the office of the Governing Board of the Member Agency.
- B. Notice to the Authority shall be sufficient if mailed to the office of the risk manager.

ARTICLE X.
CONTRIBUTIONS

A. CONTRIBUTION CHARGE

1. The risk manager shall calculate annually the amount of the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager may seek the assistance of an actuary, risk management consultant or other qualified person, in calculating the contribution charge for each Member Agency's Basic Risk Coverages. The risk manager shall make estimated calculations, obtain approval of the Board, and shall distribute the contribution charge bills at least thirty (30) days before the end of the Fiscal Year preceding the year for which the annual contribution charges apply.
2. The risk manager shall determine the annual contribution charge for each Member Agency for each type of coverage under Basic Risk Coverages upon the basis of a cost allocation plan and rating formula developed and approved by the Board. The annual contribution charge for each Member Agency shall include that Member Agency's prorated share of excess insurance contribution or premium and/or reinsurance costs; charge for pooled risk, recognizing the deductible selected and including a margin for contingencies as determined by the Board; claims adjusting and legal cost; and administrative costs and other costs to operate the Authority. The risk manager shall also consider each Member Agency's loss history and loss exposure together with the performance of each Program (coverage) in making the calculations of the annual contribution for each Member Agency.

B REBATES

The Board shall have the authority to rebate the proportionate shares of any surplus funds in a Fiscal Year to that Fiscal Year's Member Agencies. The Board may require that any such rebates be applied in reduction of future contributions.

C. CONTRIBUTION SURCHARGE

1. If the Authority experiences unusually severe losses or an unusually large number of losses under any part of the Program in a Fiscal Year, such that notwithstanding reinsurance coverage for large individual losses, the Authority's insurance funds for that part of the Program may be exhausted before the next annual contributions are due, the Board may, upon consultation with an actuary, impose contribution surcharges on all participating Member Agencies.
2. If it is determined by the Board, upon consultation with an actuary, that the Authority's insurance funds for a part of the Program are insufficient to (a) pay losses, (b) fund known estimated losses, and (c) fund estimated losses which have been incurred but not reported, the Board may impose a surcharge on all participating Member Agencies.
3. Contribution surcharges imposed pursuant to (1) and (2) above shall be in an amount which will assure adequate funds for the part(s) of the Program to be actuarially sound; provided that the contribution surcharge to any participating Member Agency shall not exceed an amount equal to three (3) times the Member Agency's annual contribution for that Fiscal Year, unless otherwise determined by the Board. No contribution surcharge in excess of three times the Member Agency's annual contribution for that Fiscal Year may be assessed, unless ninety days (90) prior to the Board taking action to determine the amount of the surcharge, the Authority provides notice pursuant to the Bylaws to each participating Member Agency of its recommendations regarding its intent to assess a contribution surcharge and the amount recommended to be assessed each Member Agency. The Authority shall, upon request by a Member Agency, provide the requesting Member Agency a copy of the actuarial study upon which the recommended contribution surcharge is based.
4. A Member Agency which has withdrawn or has been terminated at the time a contribution surcharge is assessed, but which was a participating Member Agency during the Fiscal Year(s) for which the contribution surcharge is being assessed, shall pay such contribution surcharges as it would have otherwise been assessed in accordance with the provisions of (1), (2) and (3) above.

D. INSTALLMENT PLANS

Member Agencies shall be permitted to pay their respective annual contribution charge in periodic installments consistent with Board-approved policy.

E. **TIMELINESS OF PAYMENTS**

1. A Member Agency's payment for the annual contribution charge is due and payable on or by July 1 of the Fiscal Year for which the Authority is providing Basic Risk Coverages. Unless the Board has authorized installment payments, failure of a Member Agency to pay its annual contribution charge in full by August 1 shall constitute sufficient grounds for the Board to immediately cancel the Member Agency's certificate of protection.
2. Any bill other than for the annual contribution charge is due to be paid within thirty (30) days from the date when said bill was mailed to the Member Agency.
3. The Board may adopt a penalty policy for any late payment of any bill, including, but not limited to, for contribution charges, contribution surcharges, and any adjustment. For the Authority to be able to impose a late-payment penalty against a Member Agency, the Authority, at least thirty (30) days prior to a bill's payment due date, must have provided notice of the adopted penalty policy to the Member Agency pursuant to the notice provisions in the Agreement and Bylaws. Any penalty policy adopted by the Board may be applied against a Member Agency, whether active, terminated or withdrawn.
4. Any and all costs and attorney's fees incurred by the Authority associated, in any way whatsoever, with the collection of contribution charges, contribution surcharges, adjustments, penalties, or any other bill shall be recoverable by the Authority. Upon approval by the Board, if a Member Agency does not pay a bill past due for at least ninety (90) days, the Authority may offset the amount due, in whole or in part, against one or more reimbursement requests submitted by the Member Agency.

ARTICLE XI.
COVERAGES

A. **BASIC RISK COVERAGES**

The Basic Risk Coverages contribution charge referred to in Article X above is payment for the coverage provided by the Authority to each Member Agency for the Basic Risk Coverages specified in the Memoranda of Coverage and Certificates of Coverage. The Board may, but is not required, to use standard form policies. The scope of Basic Risk Coverages in the pool shall be determined by the Board. Each Member Agency by the act of paying the contribution charge accepts the Basic Risk Coverages provided by the Authority.

B. **PROPERTY COVERAGE**

In case of property coverage, such as fire, the policy limits shall be at or greater than the amount of the insurable replacement value of all the property of each of the Member Agencies which the

Member Agencies and Authority agree to be covered. The agreed valuation shall be updated annually according to the revised values to be furnished by each Member Agency, which have been obtained as prescribed in Article 9.A.6. of the JPA Agreement.

C. EFFECTIVE DATE

Pursuant to the payment of contributions by each Member Agency to the Authority, the Authority shall issue to each Member Agency a COC and MOC, indicating the coverage provided to the Member Agency by the Authority. The coverage provided by the policy begins for each Member Agency on such date as set forth in the MOC and shall expire at the end of each Fiscal Year of the Authority.

D. SUBROGATION

The Authority shall have the first right to any subrogation recovery. Each subrogation action shall be brought on behalf of both the Member Agency and the Authority. The Authority may pursue subrogation only as respects a Covered Loss.

E. SPECIAL COVERAGES

The Board may, from time to time, adopt special changes to cover additional or lesser risks. A reasonable surcharge may be imposed when the activities of a Member Agency increases the risk to the membership pool. A special change could also be made by the Board upon the request of one or more Member Agencies for additional coverage with the cost of such additional coverage to be paid by the requesting Member Agencies.

F. ADDITIONAL INSURANCE COVERAGES

The Authority shall have the power and authority to establish and offer to all public agencies, whether a Member Agency or not, programs consisting of additional insurance coverages, which may, but are not required to, involve employee fringe benefit plans. Participation in any proffered program of additional insurance coverage shall be voluntary on the part of any Member Agency and shall not affect their participation in the Basic Risk Coverages provided. Selection of particular programs or plans to be offered shall be made by the Governing Board. The Board shall establish the contribution charges including administration costs, method of payments of contributions, and manner and method of administering each such plan or program.

G. WORKERS' COMPENSATION PENALTIES

Any and all penalties assessed against the Authority by the Division of Workers' Compensation shall be paid as follows:

1. Penalties assessed due to the failure of a Member Agency (Employer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Member Agency (Employer).

2. Penalties assessed due to the failure of the Authority (Insurer) to comply with the time requirements or reporting requirements as stated in the Workers' Compensation law shall be paid by the Authority.

ARTICLE XII.
SETTLEMENT AUTHORITY

A. The Authority shall have the power and authority to negotiate the settlement of any Claim against a Member Agency involving public entity liability or workers' compensation without the consent of the Member Agency, except that consent shall be necessary only if the settlement amount will exceed the Authority's limit of liability.

B. Affected Member Agencies shall have the right to provide the Board with any input or information desired on any pending Claim at any time. The Board shall consider this input in making its decisions on settlements.

ARTICLE XIII.
DISPUTE RESOLUTION

A. NEGOTIATION

The risk manager shall investigate the facts of the dispute and, if necessary, obtain a legal opinion from the Authority's counsel on any legal issues. The Member Agency may submit a factual statement and a legal opinion, together with any substantiation thereof, to the risk manager. The risk manager shall then attempt to negotiate a resolution of the dispute. Any negotiated resolution shall be taken to the Board for confirmation and approval. If negotiation fails, and the disputed matter is within the authority of the risk manager, the risk manager shall decide the matter in the best interests of the Authority.

B. APPEAL TO THE BOARD

1. If the Member Agency is dissatisfied with the decision of the risk manager, or if the dispute is unresolved because negotiation failed, the Member Agency may appeal in writing to the Board. This appeal shall be requested by the Member Agency within thirty (30) days of the date of the Risk Manger's decision, or of the date on which the risk manager notifies the Member Agency of the determination that negotiation had failed. Upon receipt of the appeal, the matter shall be set for hearing by the Board at the next available regular Board meeting.
2. The risk manager and the Member Agency shall each submit in writing, at least ten (10) days in advance of the Board meeting, a description of the dispute and any additional relevant facts, a factual and/or legal argument, and the desired resolution. The Board shall consider all information provided, including any oral presentations, in making its decision. The Board may require the Member Agency and/or the risk manager to provide additional information and, as necessary, may continue the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in

the appeal. The Board shall direct that written notice of its decision be prepared and served by mail on the appealing member agency within ten (10) working days.

C. RECONSIDERATION

Within ten (10) days after notice of the decision by the Board, the Member Agency may request a hearing by the Board to reconsider its decision. This request for reconsideration shall be in writing and must be based solely upon newly discovered facts or other information not previously considered. The Member Agency shall submit this newly discovered information in writing for consideration by the Board at its next available Board meeting. The Board may allow oral presentations at the hearing. Any Board member that is a member of the governing board of the appealing Member Agency shall be disqualified from participating in the request for reconsideration.

D. ARBITRATION OR MEDIATION

If the Member Agency is not satisfied with the Board's decision on appeal, it may pursue arbitration or mediation. By means of mutual agreement between the Member Agency and the risk manager, the parties may select binding or non-binding arbitration, mediation, use of counsel in the proceedings, and other procedural matters. The cost of arbitration or mediation shall be borne equally by the Member Agency and the Authority, and each party shall be responsible for its own attorney(s) fees, if attorneys are utilized. Any decision in binding arbitration shall be final and complied with by the parties. Should the parties desire to submit the matter to mediation, the mediation shall be conducted as if court-ordered pursuant to California Code of Civil Procedure Section 1775, *et seq.* (without any monetary limitation). Should the parties desire that the matter be submitted to arbitration, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

E. LITIGATION

If the Member Agency or the risk manager is not satisfied with the result in non-binding arbitration, or if mediation fails to produce a mutually satisfactory resolution of the dispute, either party may pursue litigation to resolve the dispute. The risk manager may not commence litigation without the approval of the Board. Any litigation shall be subject to the applicable claims and limitations requirements of the Tort Claims Act. The prevailing party in any such litigation shall be entitled to their reasonable attorney(s) fees and costs from the losing party.

ARTICLE XIV. **AMENDMENTS**

These Bylaws may be amended at any time by a majority vote of the Governing Board. Within thirty (30) days following adoption of amendments, the risk manager shall prepare a copy of the amended Bylaws and make it available pursuant to approved notice provisions.



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director
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190 Greenhorn Road
Yreka, California 96097
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To: Siskiyou County Local Transportation Commission

Agenda Item: 9

Date: August 20, 2024

Subject: Amtrak Thruway Bus

Past Action

None

Background

Commission Valenzuela requested an agenda item for discussion, and possible direction, regarding Amtrak Thruway bus service to Siskiyou County.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Possible direction to staff.

Attachments (0)



Siskiyou County Local Transportation Commission
REGIONAL TRANSPORTATION PLANNING AGENCY

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To: Siskiyou County Local Transportation Commission

Agenda Item: 10(A/B/C)

Date: August 20, 2024

Subject: Other Business

Discussion

- A. Executive Director – Other updates for the Commission.
- B. Other topics from the Commission that do not require a formal agenda item.
- C. Next regular meeting – Tuesday, September 10, 2024, at 10:30 a.m.

Recommendation Action

Adjourn meeting.