

Melissa Cummins, Executive Director melissa@siskiyoucoltc.org

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

Regular Meeting of the Siskiyou County Local Transportation Commission

Date: Tuesday, October 8, 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: Meeting ID:

+1.669.444.9171 US 825 8937 5155

All agendas are available at: https://siskiyoucoltc.org/docs-category/meeting-agenda/

Siskiyou County Local Transportation Commission Members

Representatives of the Siskiyou County Board of Supervisors

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

Representatives of the League of Local Agencies

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

The agenda items are as follows:

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

LOCAL TRPNSPORTATION COUNTY

Siskiyou County Local Transportation Commission

REGIONAL TRANSPORTATION PLANNING AGENCY

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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.

<u>Fiscal Reporting – Informational Only</u> - Reports of Expenditures and Revenues from September 20, 2024, to September 30, 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. <u>Transportation Staff Report</u> Monthly report from General Services on transportation activities and ridership.
- G. <u>Commission Staff Report</u> Monthly report from Executive Director on activities, reporting, and other projects.

Consent Agenda Action Items

- H. <u>Approval of Minutes</u> of the:
 - Regular Meeting held on September 26, 2024



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- 5) <u>Discussion/Action</u> Approve First Addendum to Contract for Services with Alta Planning + Design, Inc. for development of a regional active transportation plan extending the term of the contract to June 15, 2025.
- 6) <u>Discussion/Action</u> Adopt resolution authorizing the Executive Director to execute the Master Fund Transfer Agreement between the Commission and the State of California for the period of January 1, 2025, to December 31, 2034.
- <u>Discussion/Action</u> Authorize Chair to execute the Siskiyou Transportation Agency Joint Powers Agreement upon final approval by the Cities of Dorris, Fort Jones, Weed, and Yreka.
- 8) Other Business
 - A. Executive Director Other Updates
 - B. <u>Other Business</u> Items from Commission that do not require an agenda item or requests for future agenda items.
 - C. Next Regular Meeting Tuesday, November 19, 2024, at 10:30 a.m. PST
- 9) Adjournment



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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, October 8, 2024 – 10:30 a.m. Pacific Time (US and Canada)

Zoom Attendees: Conference Call In Number: +1 Meeting ID: 82

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I declare a copy of this agenda was posted at the Siskiyou County Transit Center at 190 Greenhorn Road, Yreka, CA 96097, on October 4, 2024, by 5:00 p.m.

A printed agenda packet will be available for public review by 5:00 p.m. on October 4, 2024, 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)

Report of Revenues Expenditures

Agenda Item 4A, 4B, 4C, 4D, and 4E Dates: September 20, 2024 through September 30, 2024

Fund' 'Fiscal Year'	Description	Revenue			Expense	
Fund: 2505 - Local Trans	\$	1,063.74	\$	8,490.66		
2024/2025		\$	1,063.74	\$	8,490.66	
	24/25 COST PLAN AUGUST 2024	\$	354.58	\$	-	
	24/25 COST PLAN JULY 2024	\$	354.58	\$	-	
	24/25 COST PLAN SEPTEMBER 2024	\$	354.58	\$	-	
	24/25 DATA PROCESSING AUGUST 2024	\$	-	\$	213.83	
	24/25 DATA PROCESSING JULY 2024	\$	-	\$	213.83	
	24/25 DATA PROCESSING SEPT 2024	\$	-	\$	213.83	
	HR Payroll 2024 BW 19 0	\$	-	\$	7,849.17	
Fund: 2536 - Local Trans	\$	168,248.34	\$	-		
2024/2025		\$	168,248.34	\$	-	
	STATE SEPT(JUL)2024 ALLOC 1/4% LTF	\$	168,248.34	\$	-	
Fund: 2538 - State Trans	\$	-	\$	144,604.66		
2024/2025		\$	-	\$	144,604.66	
	4TH ALLOC 23/24 STA>STAGE	\$	-	\$	144,604.66	
Fund: 2506 - Overall Wo	\$	-	\$	-		
2024/2025		\$	-	\$	-	
	None	\$	-	\$	-	
Fund: 2537 - Regional Su	\$	-	\$	-		
2024/2025		\$	-	\$	-	
	None	\$	-	\$	-	
Grand Total		\$	169,312.08	\$	153,095.32	



REGIONAL TRANSPORTATION PLANNING AGENCY

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190 Greenhorn Road Yreka, California 96097 Phone: 530.709.5060

To: Siskiyou County Local Transportation Commission A

Agenda Item: 4F

Date: October 8, 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 October 8, 2024:

• Nothing to report

Discussion

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

Recommendation

None. This is an information item only. Attachments (0)



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To: Siskiyou County Local Transportation Commission

Agenda Item: 4G

Date: October 8, 2024

Subject: Report on Activities by Commission Staff through October 2, 2024

Past Action

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

I. Commission Activities:

II. Regional Surface Transportation Program (RSTP)

- Processed request for reimbursement from CIIC for \$ 13,578.

III. Overall Work Program

- Submit documentation to finalize FY 2024/2025 Amendment #1 to Caltrans.

IV. Coordination Activities:

- Meeting with Siskiyou County Office of Emergency Services and GIS representatives to discuss a potential grant application for road data assessment to obtain visual road condition data.
- Attend the Siskiyou County General Plan Technical Advisory Committee meeting on October 3, 2024.

V. Pavement Management System Update

Reviewed fact sheets for upcoming field work scheduled to begin October 3, 2024.

VI. Active Transportation Plan Grant:

- Attended the Regional Active Transportation Plan open house event in Etna on October 1, 2024.

VII. Regional Transportation Improvement Program

- Scheduled the second quarter STIP project meeting with local agencies on September 23, 2024.

VIII. Regional Transportation Plan

- None

IX. Upcoming Items

- Draft request for proposals for the Regional Transportation Plan update, a new STAGE website, the operational improvements transit model review, the Siskiyou County Evacuation and Emergency Preparedness Plan, the Zero Emissions Vehicle Strategy Plan, and the transit services for Saturday Ski Park service.
- Prepare amended Local Transportation Fund claims for FY 2024/2025 to incorporate carryover amounts from FY 2023/2024.
- Active Transportation Plan Semi-Annual Report Due October 16, 2024.



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Discussion

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

Recommended Action

None. This is an information item only.

Attachments (0)



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To: Siskiyou County Local Transportation Commission

Agenda Item: 4H

- Date: October 8, 2024
- Subject: Approval of Minutes for Previous SCLTC Meetings

Past Action

Not applicable.

Background

Staff is submitting the enclosed minutes for the following meetings for the Commission's review and approval.

- Regular Meeting - September 26, 2024

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 September 26, 2024.



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Minutes of the Siskiyou County Local Transportation Commission

Date: September 26, 2024

The Siskiyou County Local Transportation Commission meeting of September 26, 2024, was called to order by Commissioner Deutsch at 9:31 a.m. at the Siskiyou County Transit Center conference room located at 190 Greenhorn Road, Yreka, California.

Commissioners in attendance included:

Bruce Deutsch Michael Kobseff Nancy Ogren Susan Tavalero Ed Valenzuela

Commissioners absent from the meeting:

Paul McCoy 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 9:01 a.m.

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

- 2) Pledge of Allegiance
- 3) Presentation from the Public

None

4) Consent Agenda Items



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<u>Fiscal Reporting – Informational Only</u> - Reports of Expenditures and Revenues from August 10, 2024, to September 19, 2024, for:

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Regular Informational Items

- F. <u>Transportation Staff Report</u> Monthly report from General Services on transportation activities and ridership.
- G. <u>Commission Staff Report</u> 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 August 20, 2024
 - Special Meeting held on September 10, 2024

A motion was made by Commissioner Valenzuela and seconded by Commissioner Kobseff to approve the consent agenda as presented.

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

Motion passed unanimously.

5) <u>Discussion/Direction/Action</u> - Discussion, direction, or possible action regarding the recent closure of the Collier Rest Area.

The Executive Director provided an overview of the agenda item including the recent notification by Caltrans that the Collier Rest Area was closed on September 16, 2024, and was expected to remain closed indefinitely.

Mike Mogen, Caltrans District 2 Maintenance Division Chief, and Roger Matthews, Yreka Area Maintenance Superintendent, were present in-person to hear concerns LICO NOISSING NOISSING

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from the Commission and explain what led to the closure, what alternative options have been pursued, and what steps are being taken to open it as quickly as possible.

Mr. Mogen explained that the water system at the rest area is completely clogged due to sediment from the dam removal. They tried to fire up the pumps in August and one of the pumps ended up burning up. They must go through the entire system to clean it out, which won't happen until the sediment has settled in the river. They are evaluating options for a well. They have tried to dig two wells in the past, which were both unsuccessful.

Caltrans discontinued use of the system when KRRC started removal of the dams in the Klamath River. They will have to dig up the system to determine the extent of the required repairs. Commissioner Deutsch inquires if anything is going to change before spring. Caltrans was hoping they could reopen by Thanksgiving, but at this time they are unsure if that is realistic. They are trying to work with KRRC to determine a permanent fix.

Commissioner Ogren asks the Caltrans representatives what their relationship is with KRRC and how much support they are receiving from KRRC. Mr. Mogen states if Caltrans goes the route of a new well, they will be responsible for the costs. If they try to repair the existing system, they will have to work with KRRC. Caltrans has not filed a claim with the mitigation fund prior to this meeting.

Mr. Matthews explains that the original agreement was executed in December 2024 (approximately). The agreement was for KRRC to provide deliveries of potable water to the rest area. The best option was to accept water deliveries from KRRC, which began in January and continued until May. The water deliveries never stopped until they closed the rest area two weeks ago. The agreement states that KRRC was responsible for damage to the system and all water testing, except for testing required by Caltrans for the potable water.

Caltrans worked diligently with KRRC to keep the rest area open as long as they could. The intake tubes for the system run into the river. The irrigation pumps could only be run for about two hours. The normal water usage for the rest area is 50,000 gallons per day. They reduced usage to about 30,000 gallons per day to attempt to keep everything alive. Once they reduced it to 15,000 gallons per day it was no longer sustainable to keep the rest area open.

Caltrans agreed to turn off the irrigation during high turbidity levels, which were supposed to be short windows. The windows of high turbidity levels turned out to



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be longer than expected. They burned up the potable pump, which was replaced by KRRC.

If Caltrans needs something they contact KRRC. KRRC sends a contractor to address the issues, such as cleaning the wellhead. Mr. Matthews believes KRRC is working on an agreement that will allow a contractor to run a camera up the system to identify the problem.

Additional questions from the Commission included the length of the lines that draw water from the river, the impacts to the water flow during fluctuating water levels, and the general sense of how long the river will be impacted.

Commissioner Ogren provides information on the negative impacts to the Collier Interpretive and Information Center including loss of employment, loss of volunteers, other negative impacts to the surrounding communities, the traveling public, and the potential for fire danger due to the vegetation.

Commissioner Deutsch asked if it was possible to keep the building open. Mr. Matthews advised there are no services available. The water and restrooms are both shut off. During past closures they have had issues with users continuing to utilize the rest area inappropriately resulting in unsanitary conditions and required clean-up.

A gravity fed tank is in place for the irrigation of the vegetation. They made the decision to close due to the significant loss of vegetation including four mature maple trees and the potential damage from visitors walking across the grounds.

Commissioner Kobseff asks about the capacity of the tank. Mr. Matthews advised it is approximately 30,000 gallons. He suggests Caltrans make KRRC fill that tank. Mr. Matthews advised it also requires one person from his crew to accept the water deliveries. This person cannot perform regular maintenance as a result. Commissioner Kobseff states that the Board of Supervisors was told that all these issues were being mitigated by KRRC.

The Collier Interpretive Center is there to promote Oregon and California tourism, and advertisers pay CIIC for that service. This revenue is now gone. He requests the rest area be reopened within the next thirty days. Commissioner Kobseff will support Caltrans with this matter. He does not expect Caltrans to handle it and states KRRC needs to fix the situation.

Commissioner Valenzuela agrees it is KRRC's responsibility to address the situation. This is also on the State of California since they were pushing the dam



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removal. There were unintended consequences, but Commissioner Valenzuela stresses that we need the rest area open.

Mr. Matthews states the resources are coming from the Yreka Caltrans crew. He also confirmed they have not invoiced for any costs related to receiving water deliveries, but they are tracking all costs. They are still sending a water truck to the rest area four or five times per day to get water on the vegetation to keep it out of the critical phase. He is hopeful that with fall rains they can open it back up.

Commissioner Valenzuela feels a well is the long-term solution. Mr. Matthews confirms they are actively working on options for a well that will service the rest area.

Commissioner Kobseff would like a letter drafted expressing the economic damage and the negative impacts of the closure. He also wants the letter to request additional resources for our local Caltrans team. The Commission would like the letter addressed to KRRC, the State of California, and the Governor's Office.

Direction was provided to the Executive Director to draft a letter expressing the Commission's concerns. The draft letter will be sent to Commissioners Kobseff and Ogren to review prior to sending to the various agencies.

6) <u>Discussion/Direction/Action</u> – Request to amend the FY 2024/2025 Overall Work Program to incorporate the FY 2023/2024 carryover funds of \$ 55,384.51 and incorporate the grant award for the Siskiyou County Evacuation and Preparedness Plan.

Ms. Cummins provided an overview of the agenda item.

Part 1: The Commission is required to amend the FY 2024/2025 Overall Work Program to incorporate the FY 2023/2024 carryover amount of \$ 55,384.51. Most of these funds are being added to Work Element 605.1 to facilitate a workshop for the various transportation providers in the region to identify existing services, gaps in services, and how we can work together to fill those gaps.

Part 2: This portion is the request to amend the FY 2024/2025 Overall Work Program to include the grant award for the Siskiyou County Evacuation and Emergency Preparedness Plan for a total of \$ 250,136.



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Ms. Cummins notified the Commission there was one correction on the resolution included in the agenda packet. The second paragraph should read:

WHEREAS, the Siskiyou County Local Transportation Commission (SCLTC) was the recipient of a Climate Adaptation Planning grant award of \$ 250,136 for the Siskiyou County Evacuation and Preparedness Plan from the California Department of Transportation's Sustainable Transportation Planning Grant Program which must be incorporated into the FY 2024/2025 Overall Work Program; and;

Commissioner Kobseff asks about the cost for the proposed consultant for the stakeholder workshop. Additional discussion followed between the Commission and the Executive Director regarding the proposed project. The intent would be to update the Coordinated Public Transit – Human Services Transportation Plan in conjunction with a workshop for transportation providers throughout the region.

Commissioner Kobseff would like to see positive outcomes with actionable items and not another plan that sits on a shelf.

A motion was made by Commissioner Valenzuela and seconded by Commissioner Tavalero authorizing the acceptance of the FY 2024/2025 Sustainable Transportation Planning Grant from Caltrans, adopt a resolution approving the amended FY 2024/2025 Overall Work Program, authorizing the Auditor-Controller's office to amend the Regional Planning Assistance and Local Transportation Administration budgets to incorporate the additional revenues and expenditures for FY 2024/2025, and authorizing the Executive Director to execute all documents necessary to secure funds and to make line-item adjustments to the budget as necessary throughout the year.

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

Motion passed unanimously.

7) <u>Discussion/Action</u> – Discussion regarding an application for Senate Bill 125 funding for proposed Saturday service to the Mt Shasta Ski Park.

At the August LTC meeting the Commission discussed a potential trial service to the Mt Shasta Ski Park for the winter of 2024-2025. Since that meeting Ms. Cummins and Ms. Stumbaugh met with a representative from the California State



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Transportation Agency to discuss the use of Senate Bill 125 (SB 125) funds to pay for service. An overview of the proposed project was provided to the CalSTA representative, and they confirmed the project is eligible for funding through SB 125.

Ms. Cummins also contacted County Personnel because the drivers are covered by a union we must meet and confer with their union when proposing to contract out work they would normally perform. She was notified late last week that County Personnel would not be moving forward with the request to submit this to their union because it directly conflicts with the bus driver's job duties. The Executive Director was told that we could not contract out for services.

Ms. Cummins provided County Personnel with the unmet needs presentation from the Commission meeting earlier this year. She explained the challenges STAGE has experienced with hiring new drivers. She proposed the Commission authorize her to submit the application for SB 125 funding. The review is expected to take three to four weeks. During this time, she will continue to work with County Personnel on the contracting issue and start drafting an RFP for a contractor to provide the services.

Additional discussion between the Commission and staff continued regarding requiring existing drivers to work overtime, school bus drivers being utilized to cover the service, and seasonal help as another option.

A motion was made by Commissioner Kobseff and seconded by Commissioner Valenzuela to authorize the Executive Director to submit a funding package to the California State Transportation Agency under Senate Bill 125 for Saturday service to Mt Shasta Ski Park.

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

Motion passed unanimously.

 <u>Discussion/Action</u> – Discussion regarding draft policy on local agency requests for changes to allocations from the Regional Surface Transportation Program Block Grant.

Ms. Cummins presented a draft process and policy regarding the re-assignment of allocations under the Regional Surface Transportation Program.





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Commissioner Kobseff suggests using twenty-five percent threshold and removing the dollar amount.

A motion was made by Commissioner Kobseff and seconded by Commissioner Ogren to adopt policy # 23-002, with the modification recommended by Commissioner Kobseff, regarding the Regional Surface Transportation Block Grant Program.

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

Motion passed unanimously.

 <u>Discussion/Direction</u> – Presentation and analysis of grant funding sources as requested.

Ms. Cummins provided an overview of the transportation funding programs chart that was included in the agenda packet.

Commissioner Valenzuela stresses that we need to be cognizant that obtaining grants is great, but we have to be able to find drivers.

Commissioner Kobseff would like us to figure out how to get more riders on the buses. He would like us to figure out how to redirect resources to increase riders.

Commissioner Deutsch asks staff if we have any statistics on how many times we have a full bus. Andy Gilman, Transportation Services Coordinator, states the evening bus back to Dunsmuir has been full numerous times. The bus was one of their 16 passenger buses.

This item was a presentation and discussion item only.

10)Other Business

A. Executive Director – Other Updates

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



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Ms. Cummins highlighted a few items that were included in the Transportation Staff Report.

Ms. Cummins gave a brief summary of a two-day event she attended in Happy Camp and Orleans (September 24th and September 25th) with other stakeholders including USFS Klamath National Forest, USFS Six Rivers National Forest, Caltrans District 1 and Caltrans District 2, Humboldt County, Karuk Tribe, and Federal Highways.

Commissioner Deutsch asked about the status of the adoption of Siskiyou Transportation Agency JPA. Ms. Cummins provided an update on approvals by the local agencies.

B. Other Business

A few Commissioners like the 9 a.m. start time. There was discussion about moving the LaFCO meetings to after the LTC meetings.

C. Next Regular Meeting - Tuesday, October 8, 2024, at 10:30 a.m. PST

11)Adjourn – Chair Deutsch adjourned the meeting at 10:21 a.m.



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190 Greenhorn Road Yreka, California 96097 Phone: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 5

Date: September 26, 2024

Subject: First Addendum to Contract for Services with Alta Planning + Design, Inc.

Past Action

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

Background

The California Transportation Commission (CTC) authorized an allocation of funds from the Active Transportation Program for the Siskiyou Regional Active Transportation Plan on October 12, 2021. Pursuant to the program guidelines the Commission has until October 31, 2024, to utilize these funds unless a time extension is approved by CTC. Due to unforeseen delays with the bid process on the project and unforeseen changes to the Commission's staff, the contract was not awarded until October 10, 2023.

Additionally, the public outreach at the commencement of the project took longer than anticipated due to a variety of issues including inclement weather and city council meetings being rescheduled due to lack of quorum. The public outreach events were all scheduled during summer months to better engage the public in the process.

The Executive Director has consulted with Caltrans District 2 and CTC staff regarding the project. A request for time extension was submitted to Caltrans on August 5, 2024. The CTC is scheduled to hear this request at their October 17th and October 18th meeting. The request would extend the Commission's date to complete the work to June 21, 2025. The enclosed addendum will extend the term date for the contract with Alta Planning + Design, Inc. to June 15, 2025.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Approve the First Addendum to the contract for services with Alta Planning + Design, Inc. to extend the term of the contract to June 15, 2025, contingent on the California Transportation Commission approving the time extension request.

Attachments (1)

- First Addendum and Contract for Services with Alta Planning + Design, Inc.

ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS FIRST ADDENDUM is to that Contract for Services entered into on <u>October</u> <u>10, 2023</u>, by and between the Siskiyou County Local Transportation Commission ("Commission") and Alta Planning + Design, Inc. ("Contractor") and is entered into on the date signed by all parties to it.

WHEREAS, the Contract expires on October 20, 2024, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 15, 2025.

All other terms and conditions of the Contract for Services shall remain in full force and effect.

IN WITNESS WHEREOF, Commission and Contractor have executed this First Addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CONTRACTOR: Alta Planning + Design, Inc.

Date:

Katie Mangle, Chief Strategy Officer

SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

Date:_____

Bruce Deutsch, Chair

APPROVED AS TO LEGAL FORM: Date:

John Kenny, Legal Counsel

ACCOUNTING: Fund / Org / Account: If not to exceed, include amount not to exceed: Encumbrance number:

2506-303030-723000 \$ 209,290.70 E2400381

SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION (SCLTC) CONTRACT FOR REGIONAL ACTIVE TRANSPORTATION PLAN

This Contract made this 10th day of October , 2023 between:

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

And

CONTRACTOR: Alta Planning + Design, Inc. 711 SE Grand Ave Portland, Oregon 97214 c/o Contract Administration Phone: 503.230.9862

ARTICLE 1. TERM OF CONTRACT

1.01 <u>Contract Term</u>: This Contract shall become effective on October 10, 2023, and shall terminate on October 20, 2024, 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 <u>Independent Contractor</u>: 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 <u>Specific Services</u>: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" 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 <u>Method of Performing Services</u>: 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** <u>Compensation</u>: 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 Two Hundred and Nine Thousand Two Hundred and Ninety Dollars and Seventy Cents \$209,290.70.
- **4.02** <u>Invoices</u>: This Contract is a time and materials (not to exceed) contract. Invoices will be submitted monthly showing current labor and expenses for each task. Contractor shall submit detailed invoices for all services being rendered including the personnel name or position, hours, hourly rate, and amount for labor for each task.
- **4.03** <u>Date for Payment of Compensation</u>: 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** <u>Expenses</u>: Contractor shall be responsible for costs and expenses incident to the performance of Contractor's 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 except as identified in Exhibit "B" as "Direct Expenses". SCLTC shall not be responsible for any expense incurred by Contractor in performing services for SCLTC except as identified in Exhibit "B" as "Direct Expenses".

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- **5.01** <u>Contractor Qualifications</u>: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- **5.02** <u>Contract Management</u>: Contractor shall report to the SCLTC who will review the activities and performance of the Contractor and administer this Contract.
- **5.03** <u>Tools and Instrumentalities</u>: 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** <u>Workers' Compensation</u>: 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 liability imposed or claimed, including reasonable attorney's fees and other legal expenses, recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of commercial general liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims. 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 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. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 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 equivalent form satisfactory to SCLTC. The SCLTC will be named as an additional insured using ISO form CG 2010 1185 or an equivalent form satisfactory to SCLTC.
- **5.07** <u>Certificate of Insurance and Endorsements</u>: 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 <u>NOT</u> 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. Prior to the expiration of Contractor's insurance coverage, Contractor shall deliver to SCLTC certificates of insurance evidencing renewal of the required coverage. Proof of insurance is condition precedent to SCLTC's payment for services.**

- 5.08 Public Employees Retirement System (CaIPERS): 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 (CaIPERS) to be eligible for enrollment in CaIPERS 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 CaIPERS 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** <u>IRS/FTB Indemnity Assignment</u>: Contractor shall indemnify 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** <u>Professional Liability</u>: 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 <u>State and Federal Taxes</u>: 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.
- Records: All reports and other materials collected or produced by the Contractor or any 5.12 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 upon full payment thereof, 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 suitable for any future or other use and any use of these documents except for the intended purpose will be at the user's risk and without liability to Contractor.
- **5.13** <u>Contractor's Books and Records</u>: 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** <u>Assignability of Contract</u>: 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** <u>Warranty of Contractor</u>: 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** <u>Withholding for Non-Resident Contractor</u>: 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** <u>Compliance with Child, Family and Spousal Support Reporting Obligations</u>: 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.</u>
- **5.18** <u>Conflict of Interest</u>: 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** <u>Compliance with Applicable Laws</u>: 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** <u>Bankruptcy</u>: 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.

ARTICLE 6. OBLIGATIONS OF SCLTC

6.01 <u>Cooperation of SCLTC</u>: 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** <u>Termination on Occurrence of State Events</u>: 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** <u>Termination by SCLTC for Default of Contractor</u>: Should either Party default in the performance of this Contract or materially breach any of its provisions, the other Party, at their option, may terminate this Contract by giving ten (10) days written notification to the faulting Party.
- **7.03** <u>Termination for Convenience of SCLTC</u>: SCLTC may terminate this Contract at any time by providing a ten (10) days 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** <u>Termination of Funding</u>: SCLTC may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding by providing a ten (10) days notice in writing to Contractor that the Contract is terminated. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- **8.01** <u>Notices</u>: 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 <u>Entire Agreement of the Parties</u>: 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** <u>Partial Invalidity</u>: 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 <u>Attorney's Fees</u>: 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 <u>Conformance to Applicable Laws</u>: 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** <u>Waiver</u>: 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** <u>Governing Law</u>: 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 <u>Reduction of Consideration</u>: 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** <u>Negotiated Contract</u>: 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 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 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** <u>Time is of the Essence</u>: Contractor agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services.
- **8.12** <u>Authority and Capacity</u>: Contractor and Contractor's signatory each represent that each has full authority and capacity to enter into this Contract.
- **8.13** <u>Binding on Successors</u>: 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 <u>Accumulation of Remedies</u>: 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 <u>No Reliance On Representations</u>: Each party hereby represents 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** The standard of care for all professional services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with Contractor's services.

SIGNATURES FOLLOW ON NEXT PAGE

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.

AYES: Deutsch, Kobseff, Ogren, Tavalero, Valenzuela NOES: None ABSENT:Criss, Mason, McCoy ABSTAIN:_{None}

Date:	10/10/2023		Nancy Ogren					
				Sivancy Ogrefi, Chair Siskiyou County Local Transportation				
Date:	10/05/2023			Commission				
				Contractor: Alta Planning + Design, Inc.				
				katie Mangle				
				^s katle Mangle, Vice President, as duly authorized.				
				Taxpayer I.D.:				
Approv	ved as to L	₋egal Form:						
John l	Lenny		10/05/20	023				
Signer ID: K	eerny ¹¹		Date					
Comm	nission Leg	al Counsel						
ATTES	T:							
		mmins 10/11/						
Melissa	î Cummins	s, Executive Dire	ector					
ACCOU	NTING:							
Fu	nd	Org	Account	Not-to-Exceed Amount				
25	06	303030	723000	209,290.70				
If not to	exceed, inc	clude amount not	to excee	d: \$ 209,290.70.				
Encumb	prance num	ber (if applicable):					



5. Work Plan and Schedule

Task 1 Project Administration

Task 1.1 Execute Contract

Alta will execute our contract.

Task 1.2 Kick-Off Meeting

Alta will facilitate an internal kick-off meeting with key members of the project team (Alta, SORA, and SCLTC staff) via video conference. At this meeting, Alta will provide an overview of the project, establish communication protocols, clarify tasks, and finalize a project schedule.

TASK 1.2 DELIVERABLES

• Agenda, Facilitation, Meeting Summary, Action Items, and Data Request Memorandum

Task 1.3 Coordination Meetings

Alta will hold monthly coordination meetings with the project team (Alta, SORA, and SCLTC staff) and facilitate quarterly meetings with the Technical Advisory Committee, outlined in Task 3.1. These meetings will take place by video conference.

TASK 1.3 DELIVERABLES

• Coordination Meeting Agenda, Facilitation, Action Items (monthly)

Task 1.4 Invoicing and Reporting

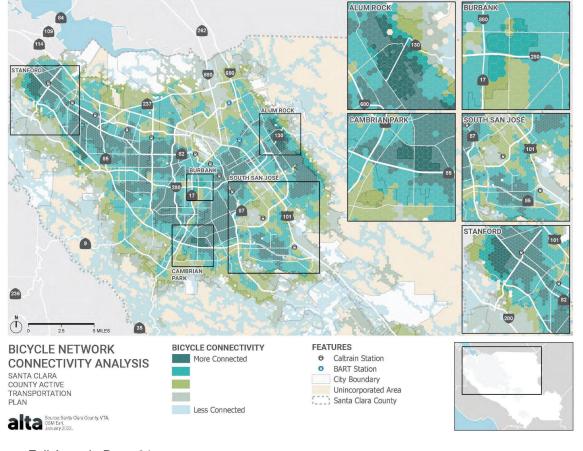
Alta will prepare and submit timely invoices and monthly reports.

TASK 1.4 DELIVERABLES

• Monthly invoice and project summary

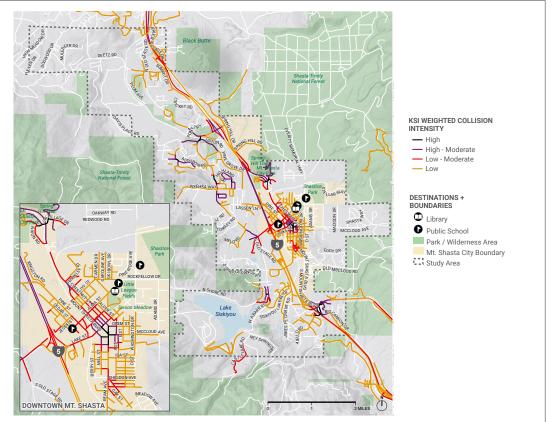
Task 2 Existing Conditions and Analysis

This task focuses on analyses and GIS mapping that will ground recommendations in a robust understanding of local conditions, feasibility, and data-driven findings. Alta will produce maps and assemble analyses to form a cohesive picture of transportation conditions in Siskiyou County.



Alta's Multimodal Network Analysis/ Gap Analysis includes looking at connectivity for the transportation system to determine areas that need more connectivity. This can be overlaid with demographic information so that the project prioritization process considers equitable distribution of projects.

Full Agenda Page 31 ALTA PLANNING + DESIGN, INC.



Alta conducted a safety analysis for the City of Mt. Shasta, which included a review of crash data for all modes to identify the key areas of concern for safety, to be considered in a factor for prioritizing projects.

Developing robust data resources that cover all aspects of a transportation plan can be a difficult challenge for any region. The Alta team recommends a tiered data collection approach where data is derived initially from Streetscape to form a regional base, enhanced through the application of local datasets, Al-derived data, manual digitization using street level or aerial imagery from sources like NearMap or other aerial imagery providers, and then finally field validation during walk audits..

2.1 Existing Conditions

Alta will gather existing condition information that includes current mode share, description of land use and destinations, existing bicycle parking, existing wayfinding, and existing non-infrastructure programs.

TASK 2.1 ASSUMPTIONS

• SCLTC staff will provide Alta with County datasets, outlined in the data request memorandum.

TASK 2.1 DELIVERABLES

- Draft and Final Existing Conditions Report
- Draft and Final Existing Conditions Maps:
- Current Mode Share
- Land Use and Important Destinations
- Existing Bike Parking (if available)

Task 2.2 Review Existing Reports/Maps/ Studies

Alta will work with SCLTC staff to collect and review existing planning details, including the following existing transportation planning documents (as available), including Transportation Concept Reports, bicycle/ pedestrian plans, Safe Routes to School Plans, safety studies, Capital Improvement Programs, General Plan Circulation Elements, and the Regional Transportation Plan.

Alta can leverage research conducted for the Walk Bike Ride Mt. Shasta Mobility Plan to save time reviewing existing reports. Alta will prepare a report summarizing key takeaways from each planning document and highlighting relevance for the Siskiyou Countywide Active Transportation Plan.

TASK 2.2 ASSUMPTIONS

• SCLTC Staff will provide Alta with an initial list of up to 10 relevant planning documents for review.

TASK 2.2 DELIVERABLES

• Draft and Final Plan Review Report

Task 2.3 Collision Data and Analysis

Alta will gather bicycle, pedestrian, and motor-vehicle collision data from TIMS. If provided, Alta can also review supplemental data from sheriff's departments, hospital records, and traffic operations centers specifically for severe crashes that could affect prioritization, but have not been processed through key collision databases, for up to eight hours. The datasets will be used to identify key collision trends, and to map severity-weighted densities for all, bike, and pedestrian collisions along the study corridors. Where possible, the density calculations will employ network distances rather than euclidean distances to mitigate bleeding effects that commonly impact density-estimation procedures on roadway networks. This information will be used to inform development of plan goals and benchmarking as part of Task 4.3.

TASK 2.3 DELIVERABLES

• Draft and Final Collision Analysis and Maps (included in Task 2.1 Existing Conditions Report)

Task 2.4 Equity Data and Analysis

Alta will conduct a vulnerability analysis using a datadriven approach, by census tracts, that identifies concentrations of historically disadvantaged or vulnerable populations using public health and demographic indicators. Special attention will be paid to demographic groups who are likely to face mobility restrictions including populations that are older, low income, without vehicle access, and ethnic minorities. This information can help guide prioritization of facilities so that multimodal improvements can benefit those who could most benefit from additional travel options and improve access to life-enhancing services and community centers. Demographic vulnerability will be determined by resources such as CalEnviroScreen, existing plans, and other local neighborhood-level data resources.

TASK 2.4 DELIVERABLES

• Draft and Final Equity Analysis and Maps (included in Task 2.1 Existing Conditions Report)

Task 3 Outreach Effort

Alta will collaborate with SORA to distribute outreach efforts across the county to each of the incorporated communities in the region (Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, and Yreka) and the unincorporated areas of Siskiyou County.

Task 3.1 Technical Advisory Committee Meetings

Alta will form a Technical Advisory Committee (TAC) of identified stakeholders and industry experts to meet quarterly to guide the plan development.

TASK 3.1 ASSUMPTIONS

- SCLTC staff will help coordinate the Technical Advisory Committee and provide an initial list of stakeholders with contact information.
- SORA will attend up to eight hours of TAC meetings, as needed.

TASK 3.1 DELIVERABLES

 Technical Advisory Committee Meeting Agenda, Facilitation, Meeting Summary (quarterly, up to four meetings)

Task 3.2 Community Workshops

Alta, under the direction of SCLTC and supported by SORA, will coordinate and facilitate a series of community workshops. Alta will develop a flier and other advertisement materials and plan. The consultant will develop all workshop materials, including maps, comment cards, sign-in sheets, PowerPoint presentations, and infographics. Alta will moderate the community workshop activities. SORA will plan the workshop logistics and lead workshop promotion and recruitment. Workshops will include targeted outreach to invite individuals from the following groups:

- Local active transportation advocacy groups
- Human services agencies and other government agencies
- Elderly and disabled advocacy groups
- Low-income residents
- Labor groups and community-based organizations

Alta will host three community workshops in various parts of the region and at varying times to gain community input on new trails and bikeways facilities. The initial workshop will present the objectives of the plan, the second will review the findings, and the third will present the draft plan. These workshops will include outreach to disabled stakeholders to understand their challenges and identify barriers that exist in each of the incorporated communities. Workshops will include childcare and an interpreter and will be formatted for visually and hearing-impaired participants.

• The first community workshop will introduce the active transportation plan project, with interactive exercises to help the public prioritize projects to include in the plan. These meetings will narrow down the most important topics and issues the communities feel are pertinent, prioritize the projects, and provide opportunity to offer any recommendations they may have. Social equity will be emphasized with input from the community.

Outreach Strategies

Alta's planning team routinely conducts outreach, using internal practices that provide efficient yet tailored strategies for communities. Our Engagement Service Area, led by Project Manager Katie Selin, coordinates on company-wide lessons learned and maintains effective and efficient practices.



Community Workshops



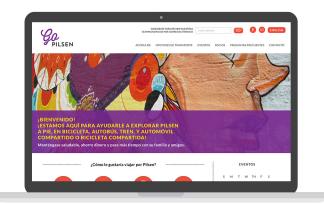
Walk Audits



Demonstration Projects

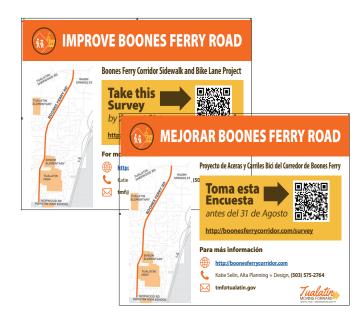


Interviews, Focus Groups, and Coordination Meetings



Digital Engagement

- » Project Websites
- » Online Community Survey



Clear, Multilingual Promotional Materials (lawn signs for Tualatin Boone Ferry Road Sidewalk and Bike Lane bond project)

- The second community workshop will present progress made since the first workshop. By this point, Alta will share a more polished priority project list and a well-defined set of needs the community and stakeholders have identified. Large format exhibits of the projects identified or refined in the first public meeting are to be displayed at the second community workshop.
- The third community workshop and draft phase of the project will present the draft Siskiyou Countywide Active Transportation Plan to the community. This meeting is intended to give the community a chance to review the plan and discuss it with project managers and other members of the public.

TASK 3.2 ASSUMPTIONS

• SCLTC staff will provide Alta with a preliminary stakeholders contact list.

TASK 3.2 DELIVERABLES

- Draft and Final Meeting Fliers and Social Media graphics
- Community meeting agendas, meeting materials, attendance sheets, facilitation
- Summary of events and feedback in results memorandum

Task 3.3 Community Opinion Survey

To facilitate participation, Alta will create an online community opinion survey that will be administered with questions to gauge the community's thoughts on existing conditions, needs, and desires. The digital survey will be distributed through the website, social media (including paid ads), local newspaper ads, radio, and other project promotion. SORA will lead project promotion across the County. A paper survey will also be distributed at community workshops, community activity/bike safety events, and schools to reach community members without access to or knowledge of social media and the project website. All printed and digital material will be available in English and Spanish, and will be formatted for visually and hearing-impaired participants.

TASK 3.3 DELIVERABLES

• Draft and Final Survey (print and digital, English and Spanish)

Task 3.4 Walk Audits

Alta and SORA will hold ten walk audits in each incorporated community and at least one in unincorporated Siskiyou County. The walk audits will include a mapping exercise and to get first hand knowledge of existing roadway conditions and local issues. The walk audits allow participants to explore the space with their senses, so that they can start to attune themselves to both the assets and challenges of that space. It is also an opportunity to tap into the residents' lived, on-the- ground knowledge of the community. Alta has hosted walk audits in hundreds of communities around the country, including in over 40 communities across rural Oregon as a part of the Oregon Safe Routes to School Program technical assistance.

TASK 3.4 DELIVERABLES

• Promotion Materials, Walk Audit Plan, Walk Audit Photos, Summary Reports

Task 3.5 Website and Social Media Page

Alta will create a highly visual, engaging project content to share through the existing County Website. We will focus on providing information the public needs and is interested in, similar to our approach for the Walk Bike Ride Mt. Shasta Mobility Plan (https:// walkbikeridemtshasta.com/). The website will be used to provide the public and interested stakeholders updated project information and contact information. The website will include project background information, schedule information, public input opportunities, documents, and contact information.

Alta will also create social media posts to be used on the County Facebook page for plan announcements and to share documents. This task also includes graphic design for these social media outlets.

TASK 3.5 DELIVERABLES

• Draft and final website and social media content

Task 3.6 Attend Community Events

The SORA team will attend eight current community events to gather public input and promote the project. Events could include city council meetings, farmers markets, school events, and neighborhood gatherings. SORA will also invite other aligned groups to table on behalf of the project or share information with their members. We will document their efforts in the Community Engagement Summary Report and with monthly project updates (included in Task 1.4).

TASK 3.6 DELIVERABLES

• Draft and final event plan, which outlines the schedule and purpose of each event the team will attend.

Task 3.7: Coordination Meetings with School District

Alta and SORA will engage representatives of Siskiyou County's school districts, as school communities are critical active transportation plan stakeholders. SORA

Full Agenda Page 35 ALTA PLANNING + DESIGN, INC. Document ID: 935626020940beef84bf6e842eadcbaeef36a25c1a9467819287a76b390234ee

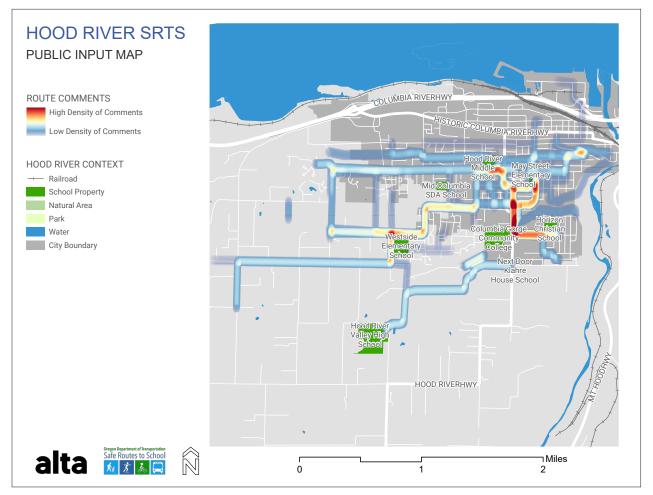


Figure 1: Public Engagement Heat Map Summary from Hood River Safe Routes to School Plan.

will reach out to these individuals for direct invitation to community meetings or for one-on-one interviews to identify current unmet active transportation needs and to develop strategies to meet these needs. SORA will coordinate and facilitate meetings or interviews with up to five Siskiyou County school district staff members. The consultant team will create agendas and meeting summaries for these meetings or interviews. SORA will also pilot Safe Routes to School messaging and communications through district wide communications with at least one school district.

TASK 3.7 DELIVERABLES

- School District interview questions
- School District policy recommendations
- School District communication campaign pilot materials

Task 3.8 Community Engagement Summary Report

At the conclusion of our engagement efforts, we will compile a summary report that documents the

number and type of events, number of participants, survey analysis charts, infographics, key takeaways from feedback, and information about how that feedback was addressed or incorporated into project recommendations. Alta displays feedback with heat maps, as illustrated in Figure 1 (above), so people can see the engagement results, which leads to a stronger understanding of the prioritization process.

TASK 3.8 DELIVERABLES

• Draft and Final Community Engagement Summary Report

Task 4 Plan Development and Implementation

The core of the plan will be focused on identifying and developing recommended projects for future implementation that together build a holistic and comprehensive active transportation network across Siskiyou County. Special attention will be given to pedestrian routes that are used to access schools, goods and services, and other important community destinations for children, the elderly, and people with disabilities. The outcome will be a plan with prioritized locations and specific improvements for streets, sidewalks, and intersections that support all users. This task will provide the SCLTC with a list of projects, a method to prioritize projects, and identification of funding sources to support future projects.

Task 4.1 Inventory and Analysis

Alta will conduct a thorough assessment of the issues and needs in the Siskiyou region, including examining key land uses such as schools, employment centers, parks, and transit; summarizing existing facilities; and analyzing crash data, transit data, and census data.

Our team will also assess infrastructure gaps and needs based on the existing conditions documented in Task 2 and public comments collected in Task 3. This assessment will quantify factors that impact walking and bicycling activity and will locate network gaps as potential projects, with a focus on areas in proximity to schools, employment centers, parks, and transit. This analysis will consider roadways and trails within Siskiyou County.

Alta will use data about existing multimodal infrastructure to develop an understanding of how well destinations and areas of demand are connected for people who want to walk and bike for both transportation and recreation, as well as how networks connect regionally. Alta will use these analyses to identify:

- Gaps in existing bicycle networks, intersection crossing needs, and other conflict points
- Gaps in pedestrian networks, such as sidewalk gaps, crossing needs in areas of pedestrian activities or at crossings of streets and other public rights-of-way
- New trail opportunities along waterways, other infrastructure rights-of-way, or adjacent to public street rights-of-way

Alta will produce maps, tables, and a narrative that describes gaps and needs and will synthesize this information into critical needs and gaps that can be addressed by Siskiyou County. Information from the public outreach process will also be integrated into this process. The gaps identified in this task will be vetted through site visits conducted as part of Task 4.2.

Task 4.2 Conduct Region-Wide Fieldwork

Alta will review existing facilities through two days of fieldwork, in addition to 10 walk audits, to gain a better understanding of where facilities are needed to achieve connectivity within the region. Alta will assess neighborhood context and access to pertinent areas such as employment centers, social services, veteran services, medical services, schools, and parks. Tactics will include surveying intersections, measuring candidate streets, locations with significant crashes, and locations brought to attention by the Technical Advisory Committee and the general public.

Optional Task

Optional Task 4.2.1 Infrastructure Data Collection via Field Inventory

The Siskiyou Countywide Active Transportation Plan can include a field inventory to fill in data gaps and augment existing infrastructure data. The inventory could be completed by utilizing the Survey123 app created by ESRI. Fieldwork could be completed by County staff or volunteers, and the Alta team will supply the field collection app, training materials, technical support during the effort, data review, and a summary of findings.

The Alta team will develop a proposed schema for data collection for review by the project team covering desired infrastructure elements. Upon approval, Alta will develop the Survey123 application, which will be provided to the project team for review prior to data collection. We will conduct a 30-minute training for County staff or volunteers describing the Survey123 application, data collection protocols, and basic troubleshooting. During data collection, the Alta team will be available for ongoing technical support, problem solving, and quality control.

After the inventory has been completed, the Alta team will produce summary maps and findings for reporting. Additionally, the final data product will be documented via a data dictionary and provided as part of the final plan deliverables.

TASK 4.2 DELIVERABLES

- Fieldwork schedule and route
- Notes and photos from two fieldwork days
- Optional Task 4.2.1 Component Deliverables:
 - » Draft and final curb ramp data collection schema
 - » Survey123 data collection application
 - » 30-minute training on data collection, training video recording, and one-page data collection guide
 - » Draft and final summary maps and findings
 - » Geodatabases containing infrastructure inventory and accompanying data dictionary

Task 4.3 Develop Principles, Goals, Policies, and Actions

Full Agenda Page 37 ALTA PLANNING + DESIGN, INC. Document ID: 935626020940beef84bf6e842eadcbaeef36a25c1a9467819287a76b390234ee Based on our review of existing plans, community feedback, and input from the project team, Alta will create a vision, principles, goals, policies, and actions and present them to the Technical Advisory Committee for review and comment. This work will explicitly tie into the County and community General Plans and will include guidelines for new development.

The vision will be a broad and inspirational statement that presents the desired impact on multimodal travel in the future. Principles, goals, policies, and action statements will be developed to support the vision statement. Alta will develop a memorandum that will be the foundation of this section of the plan. Alta will revise the memorandum based on one set of internally consistent client comments and include final changes in the draft study.

TASK 4.3 DELIVERABLES

» Draft and Final Goals and Vision Memorandum

Task 4.4 Develop Regional Active **Transportation Plan Network**

Based on the existing conditions and needs analysis, community outreach, and staff direction, Alta will develop pedestrian and bicycle improvement recommendations. An active transportation system will be developed with a variety of users in mind (school children, commuters, elderly and disabled adults, and recreational users), and emphasize local non-motorized connections. During development, Alta will research ownership and identify right-of-way constraints. The Alta team will prepare maps depicting existing, funded, and proposed projects. We will also produce a project list. Each listed project will include the project name,

proposed facility type, segment endpoints, segment length, and planning-level cost estimates.

Recommendations will be categorized by facility type and may include:

- Local and regional bikeways (e.g., Class I/II/III/IV facilities)
- Pedestrian spot improvements (e.g., sidewalk infill, crossing enhancements)
- Non-motorized support facilities (e.g., short- and longterm bike parking, wayfinding, and trailheads)
- "Quick-Build" projects that provide safe, low-cost transportation alternatives in a short time period
- · Bicycle amenities, such as bike parking and bike repair
- Landscaping recommendations
- Future studies (e.g., trail feasibility studies, bike share feasibility studies, signal timing enhancements, and other improvements requiring further analysis)

TASK 4.4 DELIVERABLES

» Draft and Final Project List and Maps depicting existing, funded, and proposed projects.

Task 4.5 Project Prioritization Methodology

Alta will provide the County with a clear path forward for prioritization and implementation for providing the most benefit to the most residents following plan adoption. To this end, Alta will develop a project prioritization matrix to rank the proposed projects.





Alta will work with the County to develop prioritization criteria and methodology. This example summarized the approach Alta used in coordination with the City of Mt. Shasta for their Mobility Plan.

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Siskiyou County Active Transportation Plan Document ID: 935626020940beef84bf6e842eadcbaeef36a25c1a9467819287a76b390234ee Alta will review any previously used criteria with SCLTC staff. Based on this review, previous criteria or a modified set of evaluation criteria will be used to measure the relative importance of each recommended improvement. Stakeholders will also be given meaningful opportunities in defining the parameters for the analysis by identifying what opportunities—such as transit, schools, parks, or jobs—they would like to have access to. Typical project evaluation criteria include:

- **Public support**. The project provides a significant improvement to a community-identified challenge area.
- **Safety.** The project addresses safety concerns such as reported collisions or areas of high risk.
- **Connectivity.** The project improves overall network connectivity or provides access to key destinations.
- **Transit support.** The project provides an improved connection to transit.
- **Quality.** The project type is appropriate for the context, providing low-stress travel for people walking and biking.
- **Feasibility.** The extent of the project constraints including need for right-of-way acquisition, impacts on traffic operations, cost, and other factors.

Alta will work with the County to finalize the criteria and evaluation method and apply these to the proposed projects. As part of this task and using the cost estimates developed during Task 4.6, Alta will also identify projects that will require additional review and studies (e.g., feasibility, traffic study, or right-ofway needs). This will help the County identify both priorities and appropriate methods for implementation, including relevant funding sources. The implementation strategy will include general development guidelines for conditioning future development to implement projects identified in this plan as the opportunity arises.

TASK 4.5 DELIVERABLES

- Draft and final prioritization methodology
- Draft and final prioritized project list

Task 4.6 Identify Financial Needs

The plan will identify the financial needs for future projects (planning-level cost estimates will be prepared) and programs by listing anticipated cost, revenue sources, and potential grant funding.

Based on the draft network developed as part of Task 4.4, Alta will develop planning-level cost estimates for the network improvements. Alta will use the latest unit costs used in Siskiyou County and nearby communities and provide a table of cost estimates by improvement type.

TASK 4.6 DELIVERABLES

Draft and Final Project Cost Estimates



Alta is a leader in educational and promotional campaigns, including group rides, customized events, and skills clinics. The example above is from the City of Eureka, CA. Alta designed and implemented education and outreach campaign focused on pedestrian safety. Based on local crash data, the campaign featured calls to action in both English and Spanish to encourage the desired safety behaviors.

Task 4.7 Educational and Promotional Campaigns

Alta will identify opportunities to improve safety through the implementation of educational programs and promotional events. We will outline strategies to coordinate events at schools, including Safe Routes to School educational programs and Smart Cycling skills clinics for adults, veterans, disabled, and senior citizens.

TASK 4.7 DELIVERABLES

• Draft and Final Program Recommendations Active Transportation Plan Chapter or Memorandum

Task 4.8 Create an Implementation Strategy

Alta will compile a description of steps necessary to implement the plan and the reporting process that will be used to keep the adopting agency and regional partners informed of the progress being made in implementing the plan, including maintenance considerations.

Alta will review and identify potential funding sources for future implementation of the active transportation plan. We will summarize these funding sources as an implementation chapter in the plan or provide them as a separate memorandum, as needed.

TASK 4.8 DELIVERABLES

• Draft and Final Implementation Strategy Active Transportation Plan Chapter or Memorandum

Task 5. Final Plan

Task 5.1 Draft Plan

Alta will develop an attractive, reader-friendly, graphicrich active transportation plan for Siskiyou County. This process will bring together narrative, photos, tables, and maps produced over the course of the project. Alta will submit the fully formatted administrative draft to the County for review. Alta will revise the administrative draft one time based on one round of consolidated, consistent comment sets from the County to create the public draft. This version will be posted for review by the public, and Alta will work with the community to provide opportunities to provide feedback on the draft.

Alta will compile the comments received from the public into a matrix with a proposed disposition for each comment. Similar comments will be grouped for easier review. Alta will meet with SCLTC staff to review this matrix and revise the disposition matrix.

TASK 5.1 DELIVERABLES

- » Administrative Draft Siskiyou Countywide Active Transportation Plan
- » Public Draft Siskiyou Countywide Active Transportation Plan
- » Public Comment Matrix

Task 5.2 Final Plan

After completing the review of the public draft plan comments, Alta will develop a final draft plan for the County and Technical Advisory Committee to review. Alta will present the final draft plan to the County Commissioner and make minor modifications as needed to finalize for adoption in Task 5.3.

TASK 5.2 DELIVERABLES

• Final Siskiyou Countywide Active Transportation Plan

Task 5.3 Resolution

• Alta will present the final plan to the County Commission for resolution approval.

TASK 5.3 DELIVERABLES

- County Commission Presentation
- Resolution language (if needed)



Alta is the leading firm in creating action-oriented plans with realistic, implementable recommendations.

Project Budget Siskiyou County, CA Active Transportation Plan

					Alta Pla	inning + Des	sign, Inc.					SORA			
TASK		Principal-in- Charge	Project Manager	Civic Analytics	Planner	Planner	Engineer	Graphic Design	Web Development	Project Coordinator	Executive Director	Chief Operating Officer	Siskiyou Stewardship Corps	Total Task	Total Task Fee
		Jeff Knowles	Katie Selin	Grace Young	Philip Longenecker	Amelia Adams	Max Scheideman	Marguerite Schumm	Zane Taylor	Kirsten Clausen	Justi Hansen	Renee Casterline	Bryson Schreder	Hours	
	2023 Hourly Rate*	\$278.10	\$154.50	\$154.50	\$123.60	\$133.90	\$169.95	\$169.95	\$169.95	\$113.30	\$90.00	\$90.00	\$90.00		
1 Project Adminstration		13	49	0	24	0	0	0	0	17	25	10	0	138	\$19,228
1.1 Execute Contract														0	\$C
1.2 Kick-Off Meeting		2	4		4					2	2			14	\$2,075
1.3 Coordination Meetings		5	30		20						20			75	\$10,298
1.4 Invoicing and Reporting		6	15							15	3	10		49	\$6,856
2 Existing Conditions and Analysis		12	20	84	70	20	0	25	0	0	0	0	0	231	\$34,984
2.1 Existing Conditions		6	10	40	40			25						121	\$18,586
2.2 Review Existing Reports/Maps/Studies		2	5			20								27	\$4,007
2.3 Collision Data and Analysis		2		20	30									52	\$7,354
2.4 Equity Data and Analysis		2	5	24										31	\$5,037
3 Outreach Effort		13	116	15	105	35	0	30	40	0	73	97	60	584	\$74,116
3.1 Technical Advisory Committee Meetings		8	15		10						10			43	\$6,678
3.2 Community Workshops			36		36			30			10	20	20	152	\$19,610
3.3 Community Opinion Survey		1	5	15		15			5		5	5	5	56	\$7,576
3.4 Walk Audits			36		36						10	30		112	\$13,612
3.5 Website and Social Media Page		2	5			20			35		20			82	\$11,755
3.6 Attend Community Events		-	5		5	20			00		20	25	30	65	\$6,341
3.7 Coordination Meetings with School District			2		3						8	7	00	20	\$2,030
3.8 Engagement Summary Report		2	12		15						10	, 10	5	54	\$6,514
4 Plan Development and Implementation		16	75	8	105	15	35	0	0	0	10	15	15	294	\$41,808
4.1 Inventory and Analysis		1	5	8	20			-	-	-				34	\$4,759
4.2 Conduct Region-wide Fieldwork		·	20	C C	30		10							60	\$8,498
4.3 Develop Principles, Goals, Policies and Actions		1	10		00	15	10							26	\$3,832
4.4 Develop Regional Active Transportation Network		6	15		30	10	10							61	\$9,394
4.5 Project Prioritization Methodology		3	6		15		10							24	\$3,615
4.6 Identify Financial Needs		2	8		15		15							25	\$4,341
4.7 Educational and Promotional Campaigns		2	6				15				10	15	15	46	\$4,527
1 0		3	5		10						10	15	15	18	
4.8 Create an Implementation Strategy 5 Final Plan		3 11	42	14	56	55	0	48	0	0	0	0	0	226	\$2,843
5.1 Draft Plan		5			36 40		U		0	U	U	U	0	_	\$34,155
		5	30	10		40		40						165	\$24,669
5.2 Final Plan 5.3 Resolution		4 2	8 4	Λ	16	15		8						51 10	\$7,694 \$1,792
Staff Hours		65	202	121	360	125	35	103	40	17	108	122	75	1473	
			302			125			40 ¢c 700				75	1473	\$204,290.70
Labor Total Direct Expenses: Printing, Noticing, Travel		\$18,077	\$46,659	\$18,695	\$44,496	\$16,738	\$5,948	\$17,505	\$6,798	\$1,926	\$9,720	\$10,980	\$6,750		\$204,290.70 \$5,000.00
Project Total					· -										\$209,290.70
Optional Task 4.2.1: Data Collection via Field Inver	tory	2	10) 20	15				15					62	\$9,594

GENERAL NOTES:

* This fee proposal is valid for 90 days from the date submitted.

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

* Hourly rates will be adjusted if work is continued into subsequent year(s).

Exhibit B



REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director melissa@siskiyoucoltc.org

190 Greenhorn Road Yreka, California 96097 Phone: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 6

Date: October 8, 2024

Subject: Master Fund Transfer Agreement between the Commission and the State of California

Past Action

On August 5, 2014, the Commission adopted Resolution No. 14-13 authorizing the Executive Director to execute the Master Fund Transfer Agreement for the period of January 1, 2015, to December 31, 2024.

Background

The Master Fund Transfer Agreement (MFTA) is a contract between the Commission and the state that facilitates the payment of federal or state planning funds that are passed through from Caltrans to regional agencies such as the SCLTC. Our existing MFTA is scheduled to expire December 31, 2024.

This year Caltrans conducted a comprehensive review of the MFTA, including providing the document to all agencies for review. The Executive Director reviewed the draft document and provided comments during the review period.

If adopted by the Commission, the resolution authorizing the Executive Director to execute the MFTA will be supplied to Caltrans' Office of Regional and Community Planning. They will draft the final MFTA and return to the Executive Director for execution.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Adopt Resolution authorizing the Executive Director to execute the Master Fund Transfer Agreement for the period of January 1, 2025, to December 31, 2024.

Attachments (2)

- Resolution authorizing the Executive Director to execute the Master Fund Transfer Agreement for the period of January 1, 2025, to December 31, 2024.
- Master Fund Transfer Agreement for the period of January 1, 2025, to December 31, 2024.

Siskiyou County Local Transportation Commission

Resolution No.

RESOLUTION OF THE SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTION OF THE MASTER FUND TRANSFER AGREEMENT (MFTA) FOR THE PERIOD OF

JANUARY 1, 2025, TO DECEMBER 31, 2034

WHEREAS, SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION has been designated by the State of California as the RTPA for the County of Siskiyou; and

WHEREAS, SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION receives federal and state funding administered by the California Department of Transportation, Office of Regional and Community Planning; and

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

WHEREAS, SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION is an eligible recipient of federal, state, and local funding; and

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

WHEREAS, SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION intends to delegate the authority to execute any agreements and amendments to the Executive Director;

NOW, THEREFORE, BE IT RESOLVED THAT THE SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION HEREBY:

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

SIGNATURES FOLLOW ON NEXT PAGE

PASSED AND ADOPTED this 8th day of October 2024 by the Siskiyou County Local Transportation Commission by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Bruce Deutsch, Chairperson

ATTEST:

Melissa Cummins Executive Director

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION PLANNING

MASTER FUND TRANSFER AGREEMENT

Recipient: «AGENCY» a Regional Transportation Planning Agency (RTPA)

Effective Date of this Agreement: January 1, 2025

Termination Date of this Agreement: December 31, 2034

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

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

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

RECITALS

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

<<Agency>> MFTA No. Page 2 of 18

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

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

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

ARTICLE 1-PROGRAM ADMINISTRATION

Section 1. Overall Work Program and Overall Work Program Agreement

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

OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.

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

30. All work performed after the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.

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

Section 2. Quarterly Progress and Expenditure Reports

A. RTPA agrees to submit to STATE, no later than thirty (30) calendar days after the close of each of the first three quarters, Quarterly Progress and Expenditure Reports that include

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

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

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

ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT

Section 1. Requests for Reimbursement

- A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:
 - 1. RTPA shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by RTPA consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be allowed if based upon actual costs expended and supported by RTPA's

accounting system. RTPA must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date but must also have paid those expenses.

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

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

- B. In order to receive reimbursements, RTPA agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B3, a detailed financial management system report from the RTPA accounting system which denotes those reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.
- C. STATE agrees to make reimbursements to RTPA, in conformance with State and Federal regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a

signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B) that includes all required information, as applicable, (conforming to the format in section B) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to RTPA unapproved for correction as soon as errors are discovered.

D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 2 CFR 200.305.

Section 2. Travel and Per Diem Reimbursement

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

Section 3. Final Request for Reimbursement and OWP Closeout Documentation

- A. RTPA shall electronically submit an OWP/annual OWPA closeout documentation package and OWP final products to STATE no later than August 31st of each fiscal year. The closeout package shall conform to the format provided in APPENDIX C.
- B. The closeout package must be attached to a transmittal letter, typed on RTPA letterhead. Failure to submit these documents by August 31st of each fiscal year may result in STATE withholding future apportionments and/or allocations to RTPA. STATE election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE ability to initiate subsequent withholdings.
- C. Upon receipt of the required closeout documentation and OWP final products, STATE will issue a reconciliation letter to RTPA stating the amount of funds available to be carried over to the subsequent year's OWP. RTPA may carry over an amount no greater than 25% of the prior year's RPA allocation. RTPA may amend some or all of these funds into the OWPA only upon signature of the reconciliation letter by the RTPA executive director or his or her appointee, and submittal of the signed letter to STATE. Any funds that are identified in the reconciliation letter, but not programmed by May 1 each year in which the letter is issued, will be forfeited.

Section 4. Funding Contingencies

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

ARTICLE III - AUDITS AND REPORTS

Section 1. Cost Principles

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

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

- A. Prior to RTPA seeking reimbursement of indirect costs, RTPA must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).
- B. Prior to RTPA seeking reimbursement of subrecipient indirect costs, and when subrecipient cognizant federal agency, as defined in 2 CFR part 200, is USDOT and/or STATE, RTPA agrees and will require subrecipient to comply with section 2A.

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

Section 3. Record Retention/Audits

- A. RTPA, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. RTPA shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books, records and supporting documents connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection, copying, and audit by representatives of STATE, the California State Auditor, or the Federal Government upon request. Copies will be made and furnished by RTPA upon request at no cost to STATE or its agents. Scanned original documents in electronic form are suitable to meet this requirement.
- B. RTPA shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- C. For the purpose of determining compliance with Government Code 8546.7, in connection with the performance of RTPA contracts and/or agreements with third parties, RTPA, RTPA sub-recipients, contractors, and subcontractors which are funded in whole or in part with funds administered through this MFTA, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for five (5) years from the date of final payment to RTPA or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.
- D. Where applicable, RTPA agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Chapter 10 or any successor thereto.
- E. RTPA agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under RTPA single audit prepared in compliance with 2 CFR Part 200, subpart F. RTPA is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.
- F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of RTPA pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.
- G. RTPA agrees to furnish documentation to STATE supporting this requirement that all its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA do contain provisions requiring adherence to this section in its entirety, as applicable.
- H. Neither the pendency of a dispute nor its consideration by STATE will excuse RTPA from full and timely performance in accordance with the terms of this MFTA, the OWP, and the annual OWPA.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1. Federal Certifications and Assurances

- A. If RTPA receives RPA funds or RPA and CPG funds, RTPA shall comply with the "Transportation Planning Process Self-Certification" requirements in accordance with 23 CFR 450.334 and the Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58) and the successors thereto. This certification is provided annually by FHWA and FTA. It may include, but is not limited to:
 - I. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 part 450;
 - In nonattainment and maintenance areas, sections 174 and 176 (c) and
 (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and
 40 CFR part 93;
 - III. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1 and 49 CFR Part 21;
 - IV. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - V. Section 1101 (b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - VI. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - VIII. The Older Americans Act, as amended (42 U.S.C. 6101, prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - IX. Section 324 of title 23 U.S.C. regarding the. prohibition of discrimination based on gender; and
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B. If awarded FTA planning funds, RTPA shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in the *Federal Register*, and found online at https://www.transit.dot.gov

The Federal Certification may include, but is not limited to the following areas under "Assurances Required of Each Applicant:"

- 1. Standard Assurances
- 2. Standard Assurances: Additional Assurance for Construction Projects
- 3. Procurement
- 4. Suspension and Debarment
- 5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding
- 6. American Rescue Plan Act Funding
- C. RTPA shall comply with the "California Department of Transportation Debarment and Suspension Certification" as required by U.S. DOT regulations on governmentwide Debarment and Suspension (non-procurement), 49 CFR 29.100.
- D. Copies of these annual Certifications and Assurances shall be included by RTPA in each final OWP.
- E. RTPA shall comply, and shall require its contractors, subcontractors, and subrecipients receiving funds or entering into agreements funded in whole or in part with funds administered through this MFTA to comply, with these Certifications.
- F. RTPA agrees to furnish documentation to STATE to support this requirement that all its agreements with contractors, subrecipients and subcontractors funded in whole or in part with funds administered through this MFTA, do contain provisions requiring adherence to this section in its entirety, as applicable.

Section 2. Disadvantaged Business Enterprise (DBE) Requirements

A. As mandated by 49 CFR Part 26, RTPA shall require that its contractors, subcontractors, and subrecipients do not discriminate on the basis of race, color, national origin, or sex in the award, administration, and performance of any FHWA/FTA fund-assisted contract or in the administration of RTPA DBE program.

- B. RTPA DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference into this MFTA. Implementation of this program is a legal obligation and any failure by RTPA to adhere to its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq. and 49 CFR Part 26.13(a).
- C. As required by 49 CFR part 26, the contract language in APPENDIX D relating to DBE requirements must be incorporated into all contracts funded in whole or in part with federal funds authorized in this Agreement.

Section 3. Non-Discrimination Clause

- A. In the performance of work undertaken pursuant to this MFTA, the RTPA and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall the discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. RTPA shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. RTPA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Section 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.
- C. RTPA shall permit access by representatives of the Civil Rights Department and STATE upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or STATE shall require to ascertain compliance with this clause.

- D. RTPA and RTPA's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- E. RTPA shall include the non-discrimination and compliance provisions hereof in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include a nondiscrimination and compliance provisions of this clause in all contracts and subcontracts the enter into to perform work under this MFTA.
- F. RTPA shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term "Contractor" appears therein, it shall mean RTPA.

Section 4. Federal Lobbying Activities Certification

- A. RTPA certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of RTPA, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a State or Federal contract, grant, loan, or cooperative agreement, RTPA shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with those form instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. RTPA also agrees by signing this MFTA that RTPA shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by any fund sources listed on Page 1 of this MFTA and which exceed \$100,000 and that all

such subrecipients shall certify and disclose accordingly.

ARTICLE V - GENERAL PROVISIONS

Section 1. Contract Award

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

Section 2. Contract Amendment

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

Section 3. Adjudication of Disputes by Way of Administrative Proceedings

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

RTPA agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, RTPA shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this Agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the RTPA. The RTPA shall have an opportunity to challenge the DC PLANNING determination but must make that challenge in writing, within ten (10) working days to the STATE Contract Officer or his/her designee. If the challenge is not made by RTPA within the ten (10) day period, the DC PLANNING decision shall become the final decision of the STATE. If such a challenge is made, The DC PLANNING and RTPA shall submit written, factual information and data in support of their respective positions to STATE Contract Officer within a timeframe established by the RTPA at the time of challenge. The decision of the STATE Contract Officer within a timeframe established by the RTPA at the time of challenge.

dispute, unless RTPA commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Section 4. Intercept Clause

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

Section 5. Parties of Agreement

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

Section 6. Hold Harmless and Indemnification Clause

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

other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its officers, employees, agents contractors, subrecipients or subcontractors under this MFTA.

Section 7. Default

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

Section 8. Termination

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

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**

«AGENCY»

By: _____ Contract Officer

Date:_____

By: ______ Executive Director

Date:_____

By: ______ Attorney

Date:

APPENDICES

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



REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director melissa@siskiyoucoltc.org

190 Greenhorn Road Yreka, California 96097 Phone: 530.709.5060

To: Siskiyou County Local Transportation Commission

Agenda Item: 7

Date: October 8, 2024

Subject: Siskiyou Transportation Agency Joint Powers Agreement

Past Action

On February 27, 2024, County Administrator Angela Davis appeared before the Commission to discuss the formation of a joint powers agency creating the Siskiyou Transportation Agency. The Commission gave direction to staff to proceed with the necessary steps to form the JPA.

On March 12, 2024, the County Administrator presented a similar item to the Board of Supervisors. The Board also gave direction to staff to proceed with the necessary steps to form the JPA.

Background

Once direction was provided by both the Commission and the Board of Supervisors staff began work on the draft joint powers agreement. The draft document went through multiple levels of review both internally and with STAGE's liability coverage provider (CaITIP) for insurance language. The final approval of the document was received from the County Administrator on July 31, 2024.

On August 7, 2024, the Executive Director met with local agency representatives to provide an overview of the document and answer questions. The final draft of the document was updated as a result of comments received from one agency's attorney and a subsequent final document was sent to all agencies on August 19, 2024.

The Executive Director has attended local agency meetings upon request to answer questions from City Council members.

As of the date of the agenda posting the following agencies have taken action:

Approval Date
09/05/2024
08/26/2024
10/03/2024
09/09/2024
08/26/2024

The following agencies are still scheduled to consider the item:

Agency	<u>Scheduled for:</u>
Dorris	Scheduled for further discussion on 10/07/2024
Fort Jones	10/14/2024
Weed	10/10/2024
Yreka	10/15/2024



REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director melissa@siskiyoucoltc.org

190 Greenhorn Road Yreka, California 96097 Phone: 530.709.5060

The JPA item is tentatively scheduled for the Board of Supervisors meeting on November 12, 2024.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Authorize the Chair to execute the Siskiyou Transportation Agency Joint Powers Agreement once approved by all local agencies.

Attachments (2)

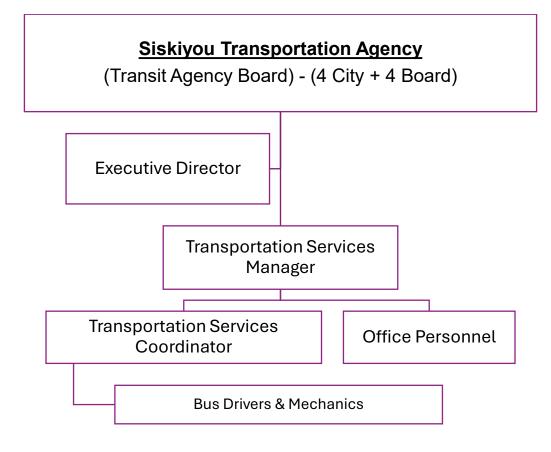
- SCLTC versus STA JPA Organizational Chart and Responsibilities
- Siskiyou Transportation Agency Joint Powers Agreement

Siskiyou County Local Transportation Commission (Regional Transportation Planning Agency) (4 City + 4 Board) Executive Director

Responsible for:

- Regional Transportation Planning
- Preparation of Regional Transportation Improvement Program (every two years) plus ongoing monitoring and coordination with local partners.
- Prepare budgets for Local Transportation Funds, State Transit Assistance, and Regional Surface Transportation Program.
- Development and ongoing updates to the Regional Transportation Plan
- Administer state and federal programs that provide funding to various transportation stakeholders (i.e., local transportation funds, State Transit Assistance, State of Good Repair).
- Implement requirements of the Transportation Development Act.
- Coordination with local and state representatives on projects within the region.
- Unmet transit needs annual process.
- Prepare and submit annual TDA audits for SCLTC and each local agency receiving TDA funds.
- Participate in various statewide transportation planning stakeholder groups

(i.e., North State Super Region, Rural Counties Task Force)



Responsible for:

- Governing body responsible for oversight of STAGE Operations.
- Approve transit agency annual budget, amendments, fixed asset purchases, grant applications, etc.
- Provide directions to staff on significant changes related to operations, staffing requests, contracts or budgets.
- Implementing unmet needs changes as directed by SCLTC.
- Comply with TDA requirements, including providing required information to the SCLTC for efficiency review.

SISKIYOU TRANSPORTATION AGENCY

Joint Powers Agreement

This Agreement is made and entered into this ______ day of September, 2024, by and among the COUNTY OF SISKIYOU, and the CITY OF YREKA, CITY OF DORRIS, CITY OF DUNSMUIR, CITY OF ETNA, TOWN OF FORT JONES, CITY OF MONTAGUE, CITY OF MT. SHASTA, CITY OF TULELAKE, CITY OF WEED, and the SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION, herein referred to as "MEMBERS" or "MEMBER".

RECITALS

WHEREAS, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code Section 6500 et seq., two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties; and

WHEREAS, under California law, each MEMBER is responsible for providing transportation in compliance with the Transportation Development Act; and

WHEREAS, it is the desire of the MEMBERS to create a public agency that will perform the functions set forth in the Transportation Development Act,

NOW, THEREFORE, the MEMBERS agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1. "Agreement" shall mean this Joint Exercise of Powers Agreement, as the name now exists or as it may from time to time be amended by any supplemental agreement entered into pursuant to the provisions hereof.
- 1.2. "Agency" shall mean the Siskiyou Transportation Agency, a Joint Powers Agency hereby established and created by the Agreement.
- 1.3. "Board of Directors" or "Board" shall mean the governing body of the Agency.
- 1.4. "Fiscal Year" shall mean that period of twelve months commencing on July first of any year.
- 1.5. "Government Code" shall mean the California Government Code.
- 1.6. "Joint Powers Law" or "Act" shall mean Article I, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

1.7. "MEMBER" or "MEMBERS" shall mean any entity which has executed this Agreement and become a member of the Agency.

ARTICLE 2

CREATION AND PURPOSE OF THE AGENCY

- 2.1. Creation of Public Agency. Pursuant to this act, there is hereby created a public agency to be known as the "Siskiyou Transportation Agency" hereinafter referred to as the "Agency." The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code; two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties. It is the intent of the MEMBERS that the Agency shall be a public agency separate and apart from any MEMBER.
- 2.2. Purpose. The purpose of the Agreement is to create a public agency to exercise the common power of directing and coordinating actions relating to transportation in Siskiyou County and the City of Yreka, City of Dorris, City of Dunsmuir, City of Etna, Town of Fort Jones, City of Montague, City of Mt Shasta, City of Tulelake, City of Weed, and the County of Siskiyou and the Siskiyou County Local Transportation Commission.

ARTICLE 3

LIMITATION AND LIABILITY

3.1. To the extent permitted under State law, and specifically pursuant to the provisions of Government Code Section 6508.1, the debts, liabilities, and obligations of the Agency shall be its own and shall not constitute debts, liabilities, and obligations of any of the MEMBERS.

ARTICLE 4

POWERS OF THE AGENCY

- 4.1. The Agency shall have all of the powers common to the MEMBERS and all additional powers set forth in the joint powers of law of the State of California and is hereby expressly authorized to perform all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:
 - a) To supervise and oversee the performance of transportation service operations;
 - b) To make and enter into contracts and expend revenues, leases and other agreements, including contracts with federal, state, and other governmental agencies;

- c) To act on behalf of the MEMBERS to specify the level of service to be provided, the operating plan to implement the service, how the service is to be coordinated with the public transportation within the respective areas, and to act as claimant as defined in the Transportation Development Act;
- d) To acquire, accept, and utilize sufficient revenues to retire debt and to fulfill the financial obligations of the Agency from any source including Transportation Development Act funds, State Transit Assistance Funds, Federal Transportation Act funds, and state or federal grants;
- e) To incur debts, liabilities, and obligations, which do not constitute a debt, liability, or obligation of the MEMBERS;
- f) To employ agents, employees, consultants, advisors, independent contractors, and other staff;
- g) To acquire, hold, or dispose of property by eminent domain, lease, lease purchase, or sale;
- h) To acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
- i) To sue and be sued in its own name, except that the Agency shall not sue its own Board of Directors;
- j) To invest, in accordance with the provisions of Section 6509.5 of the Government Code, money in the treasury of the Agency that is not required for immediate necessities of the Agency;
- k) To raise transportation fare revenues or adjust fares for transit services;
- To pay expenses reasonably and necessarily incurred in the conduct of business, including travel expenses to attend meetings and conferences relating to the business of the Board to the extent budgeted; and
- m) All other services which are necessary for the Agency to provide public transportation services.

MEMBERS, OFFICERS, AND TERMS OF THE BOARD OF DIRECTORS

5.1. Members and Alternate Members. The Agency shall be administered by a Board of Directors, initially consisting of the Commission members and alternates of the Siskiyou County Local Transportation Commission. The Agency Board of Directors and alternates shall be the same individuals as each MEMBER entity appoints to serve on the Siskiyou County Local Transportation Commission and alternates thereof. The Board shall be named the "Siskiyou Transportation Agency Board of Directors."

- 5.2. Alternate Members. Alternates shall be the same individuals as each entity appoints to serve on the Siskiyou County Local Transportation Commission. Any alternate must have the same qualification as the individual originally appointed.
- 5.3. Officers. At the second regular meeting of each calendar year, the Board of Directors shall elect from its membership a Chair and Vice Chair of the Board, to serve for one-year terms. In the absence of the Chair, the Vice Chair shall preside over and conduct all meetings of the Board.
- 5.4. Terms of Office. Each member of the Board of Directors shall serve the same term as their respective term on the Siskiyou County Local Transportation Commission; provided, however, Board members of the respective governmental MEMBERS, shall cease to serve upon termination of that public office, unless so otherwise re-Appointed by that governmental MEMBER. Vacancies shall be filled pursuant to the applicable procedures set forth in the Agency Bylaws.

POWERS OF THE BOARD OF DIRECTORS

- 6.1. The Board of Directors shall have the following powers and functions:
 - a) The Board shall exercise all powers and conduct all business of the Agency, whether directly or by delegation to the Executive Director or other committees as may be established by the Board and subject to such restrictions and limitations as are set forth herein.
 - b) The Board shall have the authority to appoint or employ necessary staff in accordance with Article 9.
 - c) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Agency. The budget, at a minimum, shall include staff administration costs, capital costs, apportionments, and operating costs for transportation services. Adoption of the budget may not be delegated.
 - d) The Board shall approve the execution of each contract or agreement to be entered into by the name of the Agency.
 - e) The Board shall negotiate, prepare, and contract for transportation services and the claims for funds to be submitted to the Siskiyou County Local Transportation Commission in accordance with the Transportation Development Act and its regulations.
 - f) Within 120 days after the close of the fiscal year, the Agency will prepare and submit to the MEMBERS an annual report on its operation of the transportation services for the fiscal year.

- g) The Board shall receive and act upon periodic reports and audits of the funds of the Agency, as required by Articles 10 and 11 of this Agreement.
- h) The Board shall have such other powers and duties reasonably necessary to carry out the purposes of the Agency.

MEETINGS OF THE BOARD OF DIRECTORS

- 7.1. Initial Meeting. No later than Sixty (60) days following the effective date of this Agreement and the establishment of the Agency, the initial meeting of the Board of Directors shall be called and convened. For the purpose of calling such a meeting, the Executive Director shall prepare the initial agenda for the Board of Directors and shall call and post such notices as are required by the Brown Act. Any MEMBER requesting an item on the agenda for the initial meeting shall provide the request no later than Twenty (20) days following the effective date of this Agreement.
- 7.2. Meetings. At a minimum the Board shall meet annually.
- 7.3. Brown Act. All meetings of the Board shall be called, noticed, held, and conducted in accordance with the provisions of Government Code Section 54950, et seq.
- 7.4. Minutes and Records. The Executive Director of the Agency shall provide for the keeping of minutes of regular and special meetings of the Board and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.
- 7.5. Quorum. A majority of the members of the Board shall constitute a quorum to conduct a meeting. A vote of a majority of the members of the Board is necessary to take action.

ARTICLE 8

COMMITTEES

- 8.1. The Board of Directors may establish committees, as it deems appropriate, to conduct the business of the Agency. Members of the committees shall be appointed by the Board, to serve one-year terms, subject to reappointment by the Board. Each committee shall be composed of at least three members and shall have those duties as determined by the Board or as otherwise set forth in the Bylaws. The members of each committee shall annually select one of their members to chair the committee. Each committee shall annually prepare and submit a report to the Board of Directors as to the activities and programs provided by or overseen by the committee.
- 8.2. All committee meetings shall be called, noticed, held, and conducted in accordance with the provision of Government Code Section 54950, et seq., the Brown Act.

STAFF

- 9.1. Executive Director. The Siskiyou County Local Transportation Commission Executive Director shall be the Executive Director of the Agency.
- 9.2. Legal Counsel. The Siskiyou County Counsel's Office shall provide legal services to the Agency.
- 9.3. Treasurer. The Treasurer of the County of Siskiyou shall be the treasurer of the Agency.
- 9.4. Auditor. The Auditor of the County of Siskiyou shall be the auditor of the Agency.
- 9.5. Administrative and Staffing Support. The County of Siskiyou shall provide administrative and staffing support to the Agency. Employees will be eligible for all benefits, optional or required by law, as employees of the County of Siskiyou.
- 9.6. Clerk. The Clerk of the County of Siskiyou shall be the designated officer for the acceptance service of process in civil proceedings and filing of Agreement termination notices.

ARTICLE 10

ACCOUNTS AND RECORDS

- 10.1. Annual Budget. The Agency shall annually adopt by resolution an operating budget pursuant to Article 6 of this Agreement.
- 10.2. Funds and Accounts. The Auditor shall establish and maintain such funds and accounts in compliance with Government Code 29534. Accounting records of the Agency shall be available for inspection by each MEMBER at all reasonable times. Support staff shall prepare fund and account balances in conjunction with the Auditor's accounting records for the Agency. The Agency shall adhere to the standard of strict accountability for funds as set forth in Government Code Section 6505.
- 10.3. Annual Audit. Pursuant to Government Code Section 6505, the Agency shall either make or contract with a certified public accountant to perform an annual fiscal audit of all accounts and records of the Agency, conforming in all respects with the requirements of that section. The annual audit may be performed in conjunction with the annual audit requirements of the Siskiyou County Local Transportation Commission. A report of the audit shall be filed as a public record with the Auditor within twelve months of the end of the fiscal year under examination pursuant to Government Code 6505. The costs of the audit shall be considered an administrative cost of the Agency.

RESPONSIBILITIES FOR FUNDS AND PROPERTY

- 11.1. Auditor. The Auditor shall be responsible for disbursement of the Agency's funds in compliance with Government Code Section 6505.5. The Auditor shall draw warrants to pay demands against the Agency, making such payments from Agency funds, as approved by the Board of Directors or their designated representative.
- 11.2. Treasurer's Duties. Pursuant to Government Code 6505.5, the Treasurer shall receive and Acknowledge receipt for all funds of the Agency and place them in the Treasury to the credit of the Agency.
- 11 .3. Reports to the Agency. Pursuant to Government Code 6505.5 (e), at the request of the Board, the Auditor and Treasurer shall verify and report in writing to the agency and to the contracting MEMBERS to the Agreement, the amount of money that is held for the Agency, the amount of receipts since the last report, and the amount paid out since the last report.
- 11.4. Property. Pursuant to Government Code Section 6505.1, the Executive Director, and such other persons as the Board of Directors may designate, shall have charge of, handle, and have access to the property of the Agency. Property and Rolling Stock as identified in Attachment A, attached hereto as part of the Agreement, shall be transferred to the Agency within 90 days of execution of the Agreement. It is recognized by each MEMBER that said rolling stock was purchased by County from various transit grants with the intended use being for transit services.
- 11.5. Outstanding Revenues or Expenditures. The Agency shall be responsible for all expenditures and receive all revenues generated prior to the formation of the Agency. The Agency shall receive all future dividends authorized by the CalTIP Board of Directors.
- 11.6. Bonds. Pursuant to Government Code 6505.1, the Agency shall secure and pay for a fidelity bond or bonds in an amount or amounts and in the form specified by the Board covering all officers and staff of the Agency and all officers and staff that are authorized to have charge of, handle, and have access to property of the Agency.

ARTICLE 12

WITHDRAWAL, DISSOLUTION, OR TERMINATION

AND DISTRIBUTION OF ASSETS

12.1. Withdrawal from the Agency. It is anticipated that each MEMBER hereto shall participate in the Agency until purposes set forth in this Agreement are accomplished. The withdrawal of either MEMBER, either voluntary or involuntary, shall cause the Agreement to be terminated according to the following conditions:

- a) In the case of voluntary withdrawal following a properly noticed public hearing, written notice shall be given to the Agency, one hundred twenty (120) days prior to the effective date of withdrawal; and
- b) Termination of the Agency shall not relieve the Agency of its debts or other liabilities prior to the effective date of the MEMBER'S notice of withdrawal. All debts, liabilities, and obligations incurred by the Agency shall be honored prior to apportionment and or distribution of remaining funds, including but not limited to contracts for transit services.
- 12.2. Dissolution of Agency. Upon dissolution of the Agency, there shall be a partial or complete distribution of assets and liabilities as follows:
 - a) Upon termination of the Agency, all funds including the proceeds of the sale of property, in the possession of the Agency after payment of all costs, expenses, and charges validly incurred under this Agreement, shall be returned to the MEMBERS in proportion to their contribution as shall be determined by the Board.
- 12.3. Distribution of Assets. The assets listed in Attachment A shall be returned to each MEMBER. Additional assets acquired by the Agency shall be distributed to the MEMBERS in proportion to their contribution as shall be determined by the Board in compliance with the Transportation Development Act. The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the MEMBERS at the time of dissolution after the discharge of all enforceable liabilities.
- 12.4. Surplus Revenues. Upon termination of the Agency, all funds including the proceeds of the sale of property, in the possession of the Agency after payment of all costs, expenses, and charges validly incurred under this Agreement, shall be returned to the MEMBERS in proportion to their contribution as shall be determined by the Board.

INSURANCE AND LIABILITY OF THE BOARD OF DIRECTORS,

OFFICERS, AND EMPLOYEES

- 13.1. Insurance. The Board of Directors shall maintain liability insurance or equivalent, including but not limited to owned and non-owned auto liability coverage, with limits of not less than five million dollars (\$5,000,000), that applies to bodily injury, property damage, personal injury, and public officials' error and omissions.
- 13.2. Indemnification. The following indemnification requirements apply to this Agreement:
 - a) The MEMBERS shall indemnify and hold each other harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the Members, their employees, or agents, including all claims relating to the injury or death of any person or

damage to any property arising out of the performance of this Agreement. It is understood that the duty of either Members to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Members acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

b) The Siskiyou Transportation Agency shall indemnify and hold County harmless against any and all liability imposed or claimed, including all claims relating to the injury or death of any person or damage to any property, and attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of County's assistants, employees or agents, contractors, engaged in the operation of the Siskiyou Transportation Agency pursuant to this Agreement. It is understood that the duty of the Siskiyou Transportation Agency to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether any applicable insurance policies shall have been determined to apply. By execution of this Agreement, the Siskiyou Transportation Agency and the County acknowledge and agree to the provisions of this Section and that it is a material element of consideration of this Agreement.

ARTICLE 14

BYLAWS

14.1. Bylaws. The Board of Directors is hereby authorized to adopt, and from time to time amend, such bylaws as they deem appropriate to govern the transaction of the business of the Agency and the conduct of the officers and employees of the Agency.

ARTICLE 15

AMENDMENTS

- 15.1. Amendments. This Agreement may only be amended by the adoption of a Resolution by each MEMBER. Within thirty (30) days of the effective date of said amendment, the amendment shall be filed with the office of the Secretary of State. The notice shall contain the following:
 - a) The name of each MEMBER to the Agreement;
 - b) The date upon which the amendment to the Agreement is effective; and
 - c) A description of the amendment made to the agreement.

MISCELLANEOUS

- 16.1. Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.
- 16.2. Consent or Approval. Wherever any consent or approval is required within this Agreement, the same shall not be unreasonably withheld.
- 16.3. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.
- 16.4. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable, for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 16.5. The MEMBERS shall not assign any rights or obligations under this Agreement without the written consent of all other MEMBERS.

ARTICLE 17

TERM

17.1. This Agreement shall become effective upon adoption of the MEMBERS and shall remain in full force and effect until it is terminated by the unanimous consent of the MEMBERS hereto and upon the proper discharge of all legal obligations incurred or undertaken by the Agency.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

MEMBER: City of Yreka

Date: _____

Corey R. Middleton, Mayor, City of Yreka

Date:	
	Abner Weed, Mayor, City of Dorris
MEMBER: City of Dunsmuir	
Date:	
	Michael Clarno, Mayor, City of Dunsmuir
MEMBER: City of Etna	
Date:	
	Cliff Munson, Mayor, City of Etna
MEMBER: Town of Fort Jones	
Date:	
	Mercedes Garcia, Mayor, Town of Fort Jones
MEMBER: City of Montague	
Date:	
	Takeshi Murakami, Mayor, City of Montague
MEMBER: City of Mt Shasta	
Date:	
	John Stackfleth, Mayor, City of Mt Shasta

MEMBER: City of Tulelake	
Date:	Tom Cordonier, Mayor, City of Tulelake
MEMBER: City of Weed	
Date:	Darrell Parham, Mayor, City of Weed
MEMBER: Siskiyou County Local Transp	ortation Commission
Date:	Bruce Deutsch, Chair
MEMBER: County of Siskiyou	
Date:	Michael N. Kobseff, Chair
	Board of Supervisors County of Siskiyou State of California
ATTEST:	
Laura Bynum Clerk, Board of Supervisors	
Ву:	
Deputy	

Attachment A Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Туре
13135	5/18/2021	Bus Shield Protection Kit	Equipment
14332	4/9/2007	HD-40x Four Post Lift Extra Long	Equipment
14650	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14651	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14652	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14653	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14654	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14655	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14656	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14657	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14658	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14659	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14660	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14661	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14662	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14663	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14664	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14665	6/30/2010	Odyssey Fare Box with spare parts	Equipment
14666	6/30/2010	Data System for Electronic Fare Boxes	Equipment
14667	6/30/2010	Portable Data Unit for Electronic Fare Boxes	Equipment
14668	6/30/2010	Odyssey Test Simulator - Maintenance	Equipment
14695	9/28/2010	Print Encode Machine (for farebox system)	Equipment
14920	6/18/2013	Benecor FT2000 Tote Enclousure & Accessories	Equipment
15021	12/28/2017	Print Encode Machine (for farebox system)	Equipment
15133	5/18/2021	Bus Shield Protection Kit	Equipment
15134	5/18/2021	Bus Shield Protection Kit	Equipment
15136	5/18/2021	Bus Shield Protection Kit	Equipment
15137	5/18/2021	Bus Shield Protection Kit	Equipment
15236	6/30/2023	Graco LLV3900 HP Auto 17U805 2 Gun with Lazerguide	Equipment

Attachment A Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Туре
15237	6/30/2023	Graco Linedriver Ride On System	Equipment
Facility	12/1/2015	**STAGE Transit Admin Building	Facility
14981	12/31/2015	Workstations	Furnishings
414981	12/20/2016	Workstation - 6th Station Upgrade	Furnishings
922077	10/3/2013	Gillig '35 Bus (#31)	Rolling Stock
922078	10/3/2013	Gillig '35 Bus (#32)	Rolling Stock
922079	10/3/2013	Gillig '35 Bus (#33)	Rolling Stock
922080	10/3/2013	Gillig '35 Bus (#34)	Rolling Stock
922081	10/3/2013	Gillig '35 Bus (#35)	Rolling Stock
922790	6/30/2018	2018 Starcraft Allstar Bus (#37)	Rolling Stock
922791	6/30/2018	2018 Starcraft Allstar Bus (#36)	Rolling Stock
922792	6/30/2018	2018 Starcraft Allstar Bus (#38)	Rolling Stock
9921989	5/23/2018	Engine Replacement Bus # 3030	Rolling Stock
94401	5/1/1988	88 Chevy Cab & Chassis	Rolling Stock
98105	1/10/1994	1994 Ford F250 (Yellow)	Rolling Stock
98972	4/26/1995	1995 Jeep Cherokee (Tan)	Rolling Stock
920597	1/4/2007	2007 Ford Explorer (4x4 Gold)	Rolling Stock
922896	12/3/2018	2017 Glaval Ford Transit	Rolling Stock
923252	1/26/2021	2021 Glaval Bus	Rolling Stock
15022	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15023	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15024	12/27/2017	13' Sierra Low Dome Transit Shelter	Shelters
15025	10/13/2017	13' Sierra Low Dome Transit Shelter	Shelters
15026	10/13/2017	13' Sierra Low Dome Transit Shelter	Shelters
15027	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15028	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15029	11/3/2015	13' Sierra Low Dome Transit Shelter	Shelters
15038	1/24/2019	Transit Shelter 13' Sierra Low Dome & Installation	Shelters
15039	1/24/2019	Transit Shelter 13' Sierra Low Dome	Shelters

Attachment A Siskiyou Transportation Agency Property and Rolling Stock

ROA Tag #	Purchase Date	Item Description	Туре	
15040	1/24/2019	Transit Shelter 13' Sierra Low Dome	Shelters	
15054	12/3/2019	Tolar 13' Sierra Low Dome Transit Shelter (Raley's)	Shelters	
15055	12/3/2019	Tolar 13' Sierra Low Dome Transit Shelter (Fairchild)	Shelters	
15150	9/13/2022	13' Sierra Low Dome Transit Shelter	Shelters	
922178	3/30/2015	*Ford F150 Pickup (#3006) (50% Ownership)	Rolling Stock	
922168	3/30/2015	*Blazer 6x10 Cargo Utility Trailer (50% Ownership)	Rolling Stock	
15291	11/7/2023	Gasboy DEF Dispenser	Equipment	

*Airports (Fund 5230) own 50% of these assets. General Services and STA agree to negotiate on a transfer of these assets upon STAGE procuring necessary replacements.

** Transit Center ownership split is: STAGE 87% (Fund 5660), Siskiyou County Local Transportation Commission (less than 1%) (Fund 2505), Solid Waste 8.3% (Fund 5350), and Flood Control 3.8% (Fund 2501).



Siskiyou County Local Transportation Commission

REGIONAL TRANSPORTATION PLANNING AGENCY

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To: Siskiyou County Local Transportation Commission

Agenda Item: 8(A/B/C)

- Date: October 8, 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, November 19, 2024, at 10:30 a.m.

Recommendation Action

Adjourn meeting.