

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, January 14, 2025 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 851 9835 3576

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 2024	County Supervisor – District 3
Nancy Ogren	County Supervisor – District 4
Ed Valenzuela	County Supervisor – District 2
Vacant (Alternate)	County Supervisor – District 1

Representatives of the League of Local Agencies

Matthew Bryan	Councilmember, City of Dunsmuir
Cliff Munson	Councilmember, City of Etna
Pat Vela	Councilmember, City of Montague
Mercedes Garcia (Alternate)	Councilmember, Town of Fort Jones

The agenda items are as follows:

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

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Siskiyou County Local Transportation Commission

REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director melissa@siskiyoucoltc.org

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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 December 12, 2024, to January 2, 2025, 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)
- F. SB 125 TIRCP/General Fund (Fund: 2546)
- G. SB 125 Greenhouse Gas Reduction Fund (Fund: 2547)
- H. SB 125 Public Transit Account (Fund: 2548)

Regular Informational Items

I. <u>Commission Staff Report</u> - Monthly report from Executive Director on activities, reporting, and other projects.

Consent Agenda Action Items

- J. Approval of the Minutes of the Regular Meeting held on December 17, 2024.
- K. <u>Approve addendum to the contract with Charles W Pillon, C.P.A.</u>, increasing the FY 2024/2025 compensation by \$ 3,500 and the total contract to a not-toexceed of \$ 51,000.



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- L. <u>State Transit Assistance Transit Operator's Certification</u> Authorize the Executive Director to execute the 2025-2026 State Transit Assistance Program Eligibility certification.
- 5) <u>Discussion/Action Election of Chair and Vice Chair for 2025</u> Discussion and action regarding the Chair and Vice Chair for 2025.
- 6) <u>Discussion/Action 2025 Meeting Schedule</u> Discussion and action regarding the Commission's 2025 meeting schedule including establishing dates and start time.
- 7) Other Business
 - A. <u>Executive Director Other Updates</u>
 - 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, February 11, 2025
- 8) Adjourn Meeting



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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, January 14, 2025 – 10:30 a.m. Pacific Time (US and Canada)

Zoom Attendees:

 Conference Call In Number:
 +1.669.444.9171 US

 Meeting ID:
 851 9835 3576

I declare a copy of this agenda was posted at the Siskiyou County Transit Center at 190 Greenhorn Road, Yreka, CA 96097, on January 10, 2025, by 5:00 p.m.

A printed agenda packet will be available for public review by 5:00 p.m. on January 10, 2025, 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 and Expenditures

Agenda Item 4A, 4B, 4C, 4D, 4E, 4F, 4G, and 4H Dates: December 13, 2024 through January 2, 2025

Fund: Description	Reve	nues	Expenses		
Fund: 2505 - Local Transportation Admin (Item 4A)					
AT&T/MCI	\$	-	\$	5.17	
PACIFIC POWER	\$	-	\$	122.41	
VERIZON WIRELESS	\$	-	\$	52.57	
CAL ORE COMMUNICATIONS	\$	-	\$	37.37	
PILLON, CHARLES W.	\$	-	\$	7,818.75	
HAROLD'S CLEANING COMPANY	\$	-	\$	49.96	
CUMMINS, MELISSA	\$	-	\$	44.00	
YREKA TRANSFER LLC	\$	-	\$	5.14	
CITY OF YREKA	\$	-	\$	10.38	
10/22 CALCARD M CUMMINS 24/25	\$	90.06	\$	-	
HR Payroll 2024 BW 26 0	\$	-	\$	8,350.07	
LTC OCT 2024 INV PAYMENT REIMBURSE	\$	-	\$	61.79	
WORK PERF CUMMINS FY24/25 SB125 ATP	\$	14,500.52	\$	-	
HUE & CRY SECURITY SYSTEMS INC	\$	-	\$	23.66	
HR Payroll 2024 BW 25 0	\$	-	\$	7,879.30	
Fund: 2505 - Local Transportation Admin (Item 4A) Total	\$	14,590.58	\$	24,460.57	
Fund: 2506 - Overall Work Program (Item 4B)					
ALTA PLANNING + DESIGN INC	\$	-	\$	13,048.11	
DEUTSCH, BRUCE R.			\$	59.23	
KENNY & NORINE, A LAW CORPORATION	\$	-	\$	661.50	
TAVALERO, SUSAN			\$	37.39	
CAL ORE COMMUNICATIONS	\$	-	\$	-	
CUMMINS, MELISSA			\$	732.63	
10/22 CALCARD M CUMMINS 24/25			\$	90.06	
WORK PERF CUMMINS FY24/25 SB125 ATP			\$	13,074.99	
Fund: 2506 - Overall Work Program (Item 4B) Total	\$	-	\$	27,703.91	
Fund: 2536 - Local Transportation Funds (Item 4C)					
STATE OCT (DEC) 2024 ALLOC 1/4% LTF	\$	149,968.00	\$	-	
Fund: 2536 - Local Transportation Funds (Item 4C) Total	\$	149,968.00	\$	-	
Fund: 2537 - Regional Surface Transportation Block Grant (Ite	m 4D)				
None					
Fund: 2537 - Regional Surface Transportation Block Grant (Item	4D) Total				
Fund: 2538 - State Transit Assistance (Item 4E)					
None					
Fund: 2538 - State Transit Assistance (Item 4E) Total					
Funds 2540 - OR 405 TIDOR/Concerct Fund					
Fund: 2546 - SB 125 TIRCP/General Fund None					
Fund: 2546 - SB 125 TIRCP/General Fund Total					
Funde 2647 CP 426 Creanbourse Cas Deduction Fund					
Fund: 2547 - SB 125 Greenhouse Gas Reduction Fund					
None					

Report of Revenues and Expenditures

Agenda Item 4A, 4B, 4C, 4D, 4E, 4F, 4G, and 4H Dates: December 13, 2024 through January 2, 2025

Description	Revenu	les	Exp	enses
- SB 125 Greenhouse Gas Reduction Fund Total				
18 - Public Transit Account				
WORK PERF CUMMINS FY24/25 SB125 ATP	\$	-	\$	224.57
- Public Transit Account Total	\$	-	\$	224.57
(blank)				
al				
	\$	164,558.58	\$	52,389.05
	- SB 125 Greenhouse Gas Reduction Fund Total 18 - Public Transit Account WORK PERF CUMMINS FY24/25 SB125 ATP - Public Transit Account Total	- SB 125 Greenhouse Gas Reduction Fund Total 48 - Public Transit Account WORK PERF CUMMINS FY24/25 SB125 ATP \$ - Public Transit Account Total (blank) al	- SB 125 Greenhouse Gas Reduction Fund Total 48 - Public Transit Account WORK PERF CUMMINS FY24/25 SB125 ATP \$ - - Public Transit Account Total \$ - (blank) al	- SB 125 Greenhouse Gas Reduction Fund Total 48 - Public Transit Account WORK PERF CUMMINS FY24/25 SB125 ATP \$ - \$ - Public Transit Account Total \$ - \$ (blank) al



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To: Siskiyou County Local Transportation Commission

Agenda Item: 4I

Date: January 14, 2025

Subject: Report on Activities by Commission Staff through January 3, 2025

Past Action

The Commission has requested staff provide a summary of activities since the last meeting.

A detailed list of recent activities and accomplishments is included as an attachment.

Upcoming Items

- Draft request for proposals for the following projects:
 - Draft scope of work for Regional Transportation Plan update
 - Draft scope of work for STAGE website development.
 - o Draft scope of work for STAGE operational improvements/transit model review RFP.
 - o Draft scope of work for Zero Emissions Vehicle Strategy Plan.
 - Begin draft Overall Work Program for FY 2025/2026.
- Draft Unmet Transit Needs Advertisements and coordinate advertising for FY 25/26 Public Hearing.
- FY 2025/2026 budget preparation
- SSTAC recruitments

Discussion

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

Recommended Action

None. This is an information item only.

Attachments (1)

- Detailed summary of activities for the period of December 13, 2024, and January 3, 2025.

Commission Staff Report Summary of Activities for Period 12/12/2024 to 1/03/2025

Non-Billable LTC Work

Finalize and submit letter of commendation to Caltrans.

WE 601 - Administration

Develop 12/17/2024 SCLTC Agenda

Review agenda, post agenda, print agenda for public review binder.

Setup for LTC meeting including loading agendas on Commissioner tablets.

Process various fiscal items related to Commission business.

Work with County Clerk for upcoming appointees by the City Selection Committee.

December meeting follow-up including processing Commissioner claims, posting minutes to the website, sending executed documents to various stakeholders.

Prepared revised compliance statement and submitted to CIIC.

Processed documents for Board Chair's signature.

Prep work for January 2025 LTC/STA meetings.

WE 601 - Administration (TDA Audits)

Submitted FY 2023/2024 audits to various state agencies.

Submitted local agency audit to state.

Draft addendum for external auditors contract.

WE 602 - OWP Development/Monitoring

Prepare draft OWPA with new MFTA information and submitted to Caltrans.

WE 603 - Coordination & Public Engagement

Attended Statewide RTPA OWP Meeting (FY 2025/2026)

Attended Karuk Regional Transportation Consortium stakeholder meeting.

Coordinate with local stakeholders regarding road closures resulting from winter weather and how to improve communication with visitors to the region.

Work with website consultant and County IT regarding website access issues.

Continue to work on resolving access issues.

WE 604.1 - Regional Transportation Systems Planning

Prepare and submit PPM agreement to secure funding from CTC.

WE 604.2 - Pavement Management System

Reviewed PPM Agreement, Drafted Attachment A

Commission Staff Report Summary of Activities for Period 12/12/2024 to 1/03/2025

WE 605.1 - Multimodal & Public Transit Planning

Create promotional items on SCLTC Facebook for the North State Bus to Rail Plan Attend meeting regarding the North State Express project.

WE 605.2 - ATP

Revise ATP invoice for resubmitting to Caltrans. Submitted revised ATP Invoice to Caltrans for review. Reviewed draft of the Active Transportation Plan final plan. Create Facebook event for ATP virtual workshop in January 2025. Provide comments to consultant on draft of the Active Transportation Plan final plan. Research CEQA filing process for ATP final plan adoption.

Siskiyou Transportation Agency/STAGE

Develop 12/17/2024 STA Agenda STAGE/Fixed assets disposal. STA weekly supervisors meeting. Submit letter to CalTIP regarding delegate and alternate appointments.

WE 604.3 - RTIP

Monthly coordination meeting w/D2 Local Assistance.

WE 606 - SCE&PP

Draft RFP for Evacuation and Preparedness Plan Finalized RFP for Evacuation and Preparedness Plan and posted on website. (Released 01/03/2025)



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To: Siskiyou County Local Transportation Commission

Agenda Item: 4J

- Date: January 14, 2025
- Subject: Approval of Minutes for Previous SCLTC Meetings

Past Action

Not applicable.

Background

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

- Regular Meeting – December 17, 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 December 17, 2024.



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

Minutes of the Siskiyou County Local Transportation Commission

Date: December 17, 2024

The Siskiyou County Local Transportation Commission meeting of December 17, 2024, was called to order by Commissioner Deutsch at 10:34 a.m. at the Siskiyou County Transit Center conference room located at 190 Greenhorn Road, Yreka, California.

Commissioners in attendance included:

Bruce Deutsch Ed Valenzuela Nancy Ogren Susan Tavalero

Commissioners absent from the meeting:

Michael Kobseff 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 10:34 a.m.

Commissioners present included Deutsch, Ogren, Tavalero and Valenzuela.

- 2) Pledge of Allegiance
- 3) Presentation from the Public None
- Consent Agenda Items
 <u>Fiscal Reporting Informational Only</u> Reports of Expenditures and Revenues
 from November 11, 2024, to December 11, 2024, for:



REGIONAL TRANSPORTATION PLANNING AGENCY

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

- A. Local Transportation Commission (Fund: 2505)
- B. Regional Transportation Planning (Fund: 2506)
- C. Local Transportation Funds (Fund: 2536)
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- E. State Transit Assistance (Fund: 2538)
- F. SB 125 TIRCP/General Fund (Fund: 2546)
- G. SB 125 Greenhouse Gas Reduction Fund (Fund: 2547)
- H. SB 125 Public Transit Account (Fund: 2548)

Regular Informational Items

I. <u>Commission Staff Report</u> - Monthly report from Executive Director on activities, reporting, and other projects.

Consent Agenda Action Items

- J. Approval of the Minutes of the Regular Meeting held on November 19, 2024.
- K. <u>Amended State Transit Assistance Claim FY 2023/2024</u> Approve the Final Amended State Transit Claim for FY 2023/2024 for STAGE.

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

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

Motion passed unanimously.

5) <u>Discussion/Direction/Action</u> – Discussion regarding the audited financial statements for FY 2023/2024, acceptance of the statements, and authorize the Executive Director to submit them to Caltrans and the State Controller's Office.

Ms. Cummins provided an overview of the audit process and annual requirements. She also reviewed each of the audit findings included in the audits for the period ending June 30, 2024, and discussed how those findings are being resolved in future years.

A motion was made by Commissioner Valenzuela and seconded by Commissioner Tavalero to accept the audits and authorize the Executive Director to file them with Caltrans and the State Controller's Office.



REGIONAL TRANSPORTATION PLANNING AGENCY

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

Motion passed unanimously.

6) <u>Discussion/Action</u> – Discussion and possible action regarding a request to increase the allocation of Regional Surface Transportation Block Grant funding to the Collier Interpretive and Information Center (CIIC) by \$ 1,876 for a total not-toexceed allocation of \$ 27,706.

Ms. Cummins provided an overview of previous actions taken by the Commission related to the Collier Rest Area Walking Path Interpretive Signs Project. She also provided an overview of other challenges that forced delays to the project. After the site visit was conducted the contractor notified CIIC they would need equipment to complete the installation.

The current fund balance of RSTP funds is \$ 12,874.10.

Commissioner Ogren also provided an update on CIIC's efforts to increase revenue sources, including evaluating a revised contract with Caltrans for expanded use of the rest area. They have also had recent discussions with the Siskiyou County Economic Development Council.

A motion was made by Commissioner Deutsch and seconded by Commissioner Ogren to authorize additional funding of \$ 1,876, for a total not-to-exceed of \$ 27,706, to the Collier Interpretive and In-formation Center for the Collier Rest Area Walking Path Interpretive Signs Project.

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

Motion passed unanimously.

 <u>Discussion/Action</u> – Discussion and direction regarding letter to Caltrans District 2 and the Project Management Team regarding the 2024 Interstate 5 construction project between Weed and Dunsmuir.



REGIONAL TRANSPORTATION PLANNING AGENCY

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Ms. Cummins provided a brief overview of the request. Commissioner Valenzuela added that as elected officials they typically don't receive good feedback. Other Commissioners added positive comments regarding their personal experience during the construction season.

A motion was made by Commissioner Valenzuela and seconded by Commissioner Tavalero to authorize the Chair to execute the letter.

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

Motion passed unanimously.

8) Other Business

A. Executive Director – Other Updates

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

- The Master Fund Transfer Agreement has been finalized through Caltrans.
- The Request for Proposal for an update to the Coordinated Public Transit Human Services Transportation Plan was issued on November 27, 2024.
- The Mt Shasta Ski Park Shuttle Services RFP responses are due by Friday, December 20th.
- Ms. Cummins attended a focus meeting with Caltrans last week regarding the McCloud Intersection Safety Project. She has asked Caltrans to present to the Commission and the McCloud Community Services District on the proposed alternatives before they make any final decisions.
- B. Other Business

None

- C. Next Regular Meeting Tuesday, January 14, 2024, at 10:30 a.m. PST
- 9) Adjourn Chair Deutsch adjourned the meeting at 10:52 a.m.



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: 4K

Date: January 14, 2025

Subject: First Addendum to Contract for Services with Charles W Pillon, C.P.A. increasing the FY 2024/2025 compensation by \$ 3,500, and the total contract not to exceed to \$ 51,000.

Past Action

On August 8, 2023, the Commission approved the contract for services with Charles W Pillon, C.P.A., for auditing services for FY 2023/2024, FY 2024/2025, and FY 2025/2026.

Background

Mr. Pillon issued an engagement letter on May 1, 2023, to provide auditing services for various funds under the Commission's jurisdiction.

As a result of changes within the County Auditor's office, as well as changes within the Commission's staffing structure, Mr. Pillon has spent more hours than initially estimated finalizing the required audits for FY 2023/2024. This work was completed during FY 2024/2025.

Part of the TDA requirements include a triennial performance audit, which must be completed and submitted by the end of FY 2024/2025. This work still needs to be completed, but there are no funds remaining in the current fiscal year contract.

The budget has been reviewed and there are sufficient funds within the current allocations to cover this request.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Approve the First Addendum to the contract for services with Charles W Pillon, C.P.A. increasing the FY 2024/2025 compensation by \$ 3,500, and the total compensation payable under the contract to \$ 51,000.

Attachments (1)

- First Addendum and Contract for Services with Charles W Pillon, C.P.A.

FIRST ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS FIRST ADDENDUM is to that Contract for Services entered into on <u>August</u> <u>8, 2023</u>, and as amended on January 14, 2025, by and between the Siskiyou County Local Transportation Commission ("Commission") and Charles W Pillon, C.P.A. ("Contractor") and is entered into on the date when it has been both approved by the Commission and signed by all parties to it.

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, due to changes in responsible parties at the Siskiyou County Auditor's office and at the Commission the contractor expects to expend more hours than estimated when submitting the annual fees for services identified in the Audit Engagement Letter dated May 1, 2023 ("Exhibit A").

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 4.1 of the Contract, Compensation, shall be amended to add an additional Three Thousand Five Hundred Dollars (\$ 3,500.00) for FY 2024/2025, to increase the total compensation payable under the Contract to an amount not to exceed Fifty One Thousand Dollars and no cents (\$ 51,000.00) for the term of the Contract.

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

(SIGNATURES ON FOLLOWING PAGE)

FIRST ADDENDUM TO CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

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: Charles W Pillon, C.P.A.

Date:1/3/2025

(Larles W Pillon Charles W Pillon, C.P.A.

Signed by:

SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

Date:____

Michael N Kobseff, Chair

APPROVED AS TO LEGAL FORM:

Date: 1/3/2025

Signed by:

John Kenny John Kenny, Legal Counsel

ACCOUNTING: Fund / Org / Account: 2505-303020-723000

If not to exceed, include amount not to exceed: \$51,000.00

Fiscal Year	Encumbrance #	Not-to-Exceed
FY 2023/2024	E2400323	\$ 17,000
FY 2024/2025	E2500098	\$ 19,500
FY 2025/2026		\$ 14,500

PROVISION OF AUDITOR SERVICES FOR

SISKIYOU COUNTY FY 2023/24 to 2025/26

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

The prime Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- (1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- (3) does not have a proposed debarment pending; and
- (4) has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the <u>Owner</u> and duly authorized representative of the firm of <u>Charles W.</u> <u>Pillon, CPA</u> whose a d d r e s s is <u>4685 Pleasant Hills Dr., Anderson CA 96007</u>, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant to solicit or secure this Agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employee or retain the services of any firm or person in connection with carrying out the Agreement, nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal Funds, and is subject to applicable State and Federal laws, both criminal and civil.

	DocuSigned by:
8/1/2023	Charles Pillon
(Date)	7BØSIGHADDAS)

SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION CONTRACT FOR SERVICES

This Contract made this	<u>8th</u> day of <u>August</u> , 2023 between:
COUNTY:	Siskiyou County Local Transportation Commission (SCLTC) 190 Greenhorn Road Yreka, California 96097
And CONTRACTOR:	Charles W. Pillon, C.P.A. 4685 Pleasant Hills Dr. Anderson, CA 96007

ARTICLE 1. TERM OF CONTRACT

1.1 <u>Contract Term</u>: This Contract shall become effective on <u>July 1, 2023</u> and shall terminate on <u>June 30, 2026</u>, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.1 <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

3.1 <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 Siskiyou County Local Transportation Commission or their designee.

32 <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.

33 <u>Employment of Assistants</u>: Contractor may, at the Contractor's own expense, employ such Full Agenda Page 20

assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. SCLTC may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- **4.1** <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 A, the total not to exceed amount of (\$17,000) Seventeen Thousand Five Hundred and no/100 for Fiscal Year 2023/24, the not to exceed amount of (\$16,000) Sixteen Thousand and no/100 for Fiscal Year 2024/25, and the not to exceed amount of (\$14,500) Fourteen Thousand Five Hundred and no/100 for Fiscal Year 2024/25, and the not to exceed amount of (\$14,500) Fourteen Thousand Five Hundred and no/100 for Fiscal Year 2025/26. The total contract not to exceed amount is (\$47,500) Forty-Seven Thousand Five Hundred and no/100.
- 4.2 <u>Invoices</u>: Contractor shall submit detailed invoices for all services being rendered.
- **4.3** <u>Date for Payment of Compensation</u>: SCLTC will endeavor to make payment within 45 days of receipt of invoices from the Contractor to the SCLTC, and approval and acceptance of the work by the SCLTC.
- **4.4** <u>Expenses</u>: Contractor shall be responsible for all costs and expenses incident to the performance of services for SCLTC, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. SCLTC shall not be responsible for any expense incurred by Contractor in performing services for SCLTC except as stated in paragraph 4.01.
- **4.5** <u>Out-of-Pocket Expenses:</u> SCLTC agrees to reimburse Contractor for out-of-pocket expenses and milage as set forth in Exhibit A, provided that the Contractor invoices SCLTC for such expenses with original receipts for travel reimbursement. Mileage will be reimbursed at the standard IRS rate for the year in which the travel occurred.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- **5.1** <u>Contractor Qualifications</u>: Contractor warrants that Contractor has the necessary licenses, experience, and technical skills to provide services under this Contract.
- **52** <u>Contract Management</u>: Contractor shall report to the Executive Director or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- **53** <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.
- 54 <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.

- 5.5 <u>Indemnification</u>: Intentionally omitted.
- 56 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and affect a commercial and general liability 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 subcontractors, and that no other insurance effected by SCLTC or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A: VII rating or as may otherwise be acceptable to SCLTC. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to SCLTC. The SCLTC will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to SCLTC.
- 5.7 <u>Certificate of Insurance and Endorsements</u>: Intentionally removed.
- **58** <u>Public Employees Retirement System (CalPERS)</u>: Intentionally removed.
- **59** <u>IRS/FTB Indemnity Assignment</u>: Intentionally removed.
- **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 (\$500,000) Five Hundred Thousand Dollars, or as determined in writing by County'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.
- **5.12** <u>Records</u>: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the report will remain property of the 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.</u>
- **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 the 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.
- **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.

520 <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 THE SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

6.1 <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

- 7.1 <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
- 7.2 <u>Termination by Commission for Default of Contractor</u>: Should Contractor default in the performance of this Contract or materially breach any of its provisions, SCLTC, at SCLTC's option, may terminate this Contract by giving written notification to Contractor.
- **7.3** <u>Termination for Convenience of SCLTC</u>: SCLTC may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.4 <u>Termination of Funding</u>: SCLTC may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

81 <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.

82 <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.

- **83** <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.
- **84** <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.
- **85** <u>Conformance to Applicable Laws</u>: Contractor shall comply with the standard of care regarding all applicable federal, state and county 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.
- **86** <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.
- **87** <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.
- **88** <u>Reduction of Consideration</u>: Contractor agrees that the 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 the 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.
- **89** <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 and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may

have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

- **810** <u>Time is of the Essence</u>: Time is of the essence in the performance of this Contract.
- **811** <u>Materiality</u>: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- **812** <u>Authority and Capacity</u>: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- **813** <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.
- **814** <u>Cumulation 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.
- **815** <u>No Reliance On Representations</u>: Each party hereby represents and warrants that it is not. relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts

CONTRACTOR: Charles W. Pillon, CPA DocuSigned by:

8/1/2023 Date:

ades Pillon

arlesolWF.4Pillan, Owner

License No.: __CA41838_ (Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>68-0307559</u>

SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION

DocuSigned by: 8/23/2023 852DA1B9F1C44B4.. Nancy Ogren, Chair (Date)

APPROVED AS TO LEGAL FORM:

DocuSigned by: 8/1/2023 John Kenny 4EC3506628784E2... Kenny and Norine (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund 2505 Organization 303020 Account 723000

If not to exceed, include amount not to exceed \$47,500

FY 2023/2024	\$17,000
FY 2024/2025	\$16,000
FY 2025/2026	\$14,500

Charles W. Pillon, C.P.A.

CERTIFIED PUBLIC ACCOUNTANT 4685 Pleasant Hills Dr Anderson, CA 96007 Telephone (530) 949-4177 Email: charlie@charlespilloncpa.com

Audit Engagement Letter—Yellow Book

May 1, 2023

Board of Commissioners and Executive Director Siskiyou County Local Transportation Commission 190 Greenhorn Road Yreka, CA 96097

I am pleased to confirm our understanding of the services I am to provide to the Siskiyou County Local Transportation Commission for the "County's" budget years ended June 30, 2024, 2025, and 2026.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Siskiyou County Local Transportation Commission, a component unit of the County of Siskiyou, California, as of and for the fiscal years ended June 30, 2023, 2024, and 2025, and the Local Transportation Funds of the Cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt. Shasta, Tulelake, Weed, and Yreka. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Siskiyou County Local Transportation Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to the Siskiyou County Local Transportation Commission's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis
- 2. Budgetary Comparison Schedules

I have also been engaged to report on supplementary information other than RSI that accompanies the Siskiyou County Local Transportation Commission's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and I will provide an opinion on it in relation to the financial statements as a whole in a report combined with my auditor's report on the financial statements:

- 1. Schedule of Allocations and Disbursements Local Transportation Fund
- 2. Schedule of Allocations and Disbursements State Transit Assistance Fund

The objectives of my audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes my opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that,

individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

I will perform the triennial performance audit of the Siskiyou County Local Transportation Commission in accordance with the applicable sections of the California Public Utilities Code for the period ended June 15, 2024.

I will also prepare the annual Transportation Planning Agencies Financial Transactions Report for the years ended June 30, 2023, 2024, and 2025.

Auditor's Responsibilities for the Audit of the Financial Statements

I will conduct my audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Siskiyou County Local Transportation Commission and other procedures I consider necessary to enable me to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, I exercise professional judgment and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by me, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

In connection with this engagement, I may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, I cannot guarantee or warrant that emails from me will be properly delivered and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by me in connection with the performance of this engagement. In that regard, you agree that I shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. I will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Audit Procedures – Internal Control

I will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinions. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the Siskiyou County Local Transportation Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

I will also assist in preparing the financial statements and related notes of the Siskiyou County Local Transportation Commission in conformity with accounting principles generally accepted in the United States of America based on information provided by you. In addition, I will also prepare and file the annual State Controller's required Transportation Planning Agencies Financial Transactions Report for the same fiscal years under audit based on the most recent available trial balance information, even if it has not been subject to audit. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement and reporting services previously defined, as well as requested consulting services. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services I provide by designating an individual, Melissa Cummins, Interim Executive Director, (or the permanent Executive Director replacement) with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

My audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to me and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing me with (1) access to all information of

which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that I report.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, I am not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations, and schedules, I request and will locate any documents selected by me for testing. I will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. I will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work I have to do to complete the engagement within the established deadlines, resulting in an increase in fees over my original fee estimate.

I will provide copies of my reports to the Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Charles W. Pillon, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Charles W. Pillon, CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a regulator. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Charles Pillon is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. I expect to begin my audit within three to four months following yearend and to issue my reports no later than six months after year-end, unless an extension is received from the California Department of Transportation. My audit engagement ends on delivery of my audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed **<u>\$17,000</u>**, **<u>\$16,000</u>**, and **<u>\$14,500</u>** for the Siskiyou County Local Transportation Commission's fiscal years ended June 30, 2023, 2024, and 2025 respectively. These not-to-exceed fees will be for the "County's" budget years ended June 30, 2024, 2025, and 2026. **Note:** the fees are higher in the 2nd year due to the triennial performance audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Reporting

I will issue a written report upon completion of my audit of the Siskiyou County Local Transportation Commission's financial statements. My report will be addressed to the Board of Commissioners and Executive Director of the Siskiyou County Local Transportation Commission. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances, it may be necessary for me to modify my opinions, add a separate section, or add an emphasis-of-matter or othermatter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in my professional judgment prevent me from completing the audit or forming an opinion on the financial statements, I retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The

report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal

control and compliance. The report will also state that the report is not suitable for any other purpose. If during my audit I become aware that The Siskiyou County Local Transportation Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or

contractual requirements.

You have requested that I provide you with a copy of my most recent external peer review report and any subsequent reports received during the contract period. Accordingly, my year-ended May 31, 2022 peer review report accompanies this letter.

I appreciate the opportunity to be of service to the Siskiyou County Local Transportation Commission, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me, either by mail or electronically.

Very truly yours,

Charles W Pillon, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Siskiyou County Local Transportation Commission.

DocuSigned by:
Management signature: <u>Joy Hall</u>
012743DB881F46A
Title: Executive Director
Date:
Governance signature: <u>M</u> . Com
852DA1B9F1C44B4
Title: Board Chair
Date:8/23/2023



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: 4L

Date: January 14, 2025

Subject: Authorize Executive Director to execute the 2025-2026 State Transit Assistance Program Eligibility certification.

Past Action

On December 6, 2023, the 2024-2025 State Transit Assistance Program Eligibility certification was completed and submitted to the State Controller's Office certifying the County of Siskiyou as the only operator within the region eligible for State Transit Assistance funding.

Background

Public Utilities Code (PUC) section 99243(b) requires that each transportation planning agency, county transportation commission report to the State Controller's Office (SCO) the transit operators within their jurisdictions that are STA-eligible operators for the purposes of the State Transit Assistance (STA) program.

An STA-eligible operator is defined as an entity that:

- is a public transportation operator (PUC section 99210);
- operates a public transportation system (PUC section 99211); and
- is eligible to claim local transportation funds under either Article 4 (PUC section 99260 et seq.), Article 8 (PUC section 99400 et seq.), or both articles (PUC section 99312.2[b][2]).

Siskiyou Transit and General Express (STAGE), previously operated by the County of Siskiyou, is currently the only eligible transit operator in the region.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Authorize the Executive Director to execute the 2025-2026 State Transit Assistance Program Eligibility certification.

Attachments (2)

- 2025-26 State Transit Assistance Program Eligibility Certification
- 2023-24 List of Transit Operators Siskiyou County Local Transportation Commission

2025-26 STATE TRANSIT ASSISTANCE PROGRAM ELIGIBILITY

Public Utilities Code section 99243(b) requires that each transportation planning agency, county transportation commission, and the San Diego Metropolitan Transit Development Board report to the State Controller's Office (SCO) transit operators within their jurisdictions that were "STA-eligible operators" for the purposes of the State Transit Assistance (STA) program during fiscal year 2023-24. This information shall be provided to SCO within seven months after the end of each fiscal year.

Certification:

On behalf of the agency identified below (transportation planning agency, county transportation commission, or San Diego Metropolitan Transit Development Board), I am authorized and hereby certify that the information regarding transit operators listed on the following page(s) is true and accurate to the best of my knowledge and belief.

Signature	Date
Melissa Cummins	(530) 709.5060
Name (Print)	Telephone #
Transportation Commission Executive Director	melissa@siskiyoucoltc.org
Title	Email
Siskiyou County Local Transportation Commission	ı

Agency Name

Please complete, sign, and submit the certification and list by January 31, 2025.

Scan and email the certification and list to LGRsupport@sco.ca.gov, or submit the certification and list by mail to:

Local Government Reporting Unit – TPA/TO Reports Local Government Programs and Services Division California State Controller's Office P.O. Box 942850 Sacramento, CA 94250

	Transit Operators	ELIGIBLE for State Transit Assistance Funds as Direct Recipient Under PUC 99314 (Revenue Based) (Check all that apply)				NOT ELIGIBLE for State Transit Assistance Funds	Comments	
Under Siskiyou County Local Transportation Commission		County	Public		Eligible to Claim Local		as Direct Recipient Under	(Incorrect transit operator name, not under our jurisdiction, merged, no longer in existence, etc.)
			'Operator' (PUC 99210)	Operator' System'		Article 8 (PUC 99400 et seq.)	PUC 99314 (Revenue Based)	
1	Siskiyou County	Siskiyou	<u>م</u>	×	X	X		



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: 5

Date: January 14, 2025

Subject: Election of Chair and Vice Chair for 2025

Past Action

After the beginning of each new calendar year the Commission elects a Chair and Vice Chair for the new year.

Background

Pursuant to Article 8 of the bylaws of the Siskiyou County Local Transportation Commission, the election of the Chair and Vice Chair shall be held annually at the first meeting after January 1st.

Officers shall serve a one-year term. The positions of Chair and Vice Chair shall alternate each election, between representatives from the County and representatives from the nine cities.

For 2024 the Chair was a city representative. Commissioner Kobseff was Vice Chair for 2024.

Discussion

If necessary, as requested by the Commission.

Recommended Action

- Appointment of Chair for 2025
- Appointment of Vice Chair for 2025

Attachments (0)



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: January 14, 2025

Subject: 2025 Meeting Schedule

Past Action

On December 11, 2023, the Commission adopted the meeting schedule for 2024 with a new meeting start time of 10:00 a.m.

On February 27, 2024, the Commission voted to modify the start time of the meetings to 10:30 a.m.

Background

Each year the Commission sets the meeting schedule, including date and time, for the new calendar year.

Staff are recommending modifying the frequency of meetings to each even-numbered month for 2025. This will reduce the amount of time spent preparing agendas, setting up meetings, and drafting up minutes thus allowing staff use of this time to work on other projects and activities.

A review of deadlines throughout the year would align with this proposed meeting schedule, including budget adoption, RTIP adoption, and other agenda items.

The Commission meetings also conflict with the Board of Supervisors scheduled meeting in July, August, November and December. The proposed meeting schedule will eliminate the conflict in July and November.

Discussion

If necessary, as requested by the Commission.

Recommended Action

Direction and action regarding the 2025 SCLTC meeting schedule and start time.

Attachments (1)

- Calendar of proposed meeting dates

2025 Proposed Meeting Schedule

January								
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			June	9		
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*No meeting in March.

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28	29	30	31					

Board of Supervisors Meetings

Proposed LTC/STA Meetings

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REGIONAL TRANSPORTATION PLANNING AGENCY

Melissa Cummins, Executive Director melissa@siskiyoucoltc.org

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

To: Siskiyou County Local Transportation Commission

Agenda Item: 7 (A/B/C)

- Date: January 14, 2025
- 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, February 11, 2025

Recommendation Action

Adjourn Meeting of the Siskiyou County Local Transportation Commission