



MEETING NOTICE & AGENDA

DATE: Thursday, May 22, 2025 (Meeting continued from May 15, 2025)

TIME: 4:00 P.M.

PLACE: Wheatland Room
Yuba County Government Center
915 8th Street
Marysville, California

I. Call to Order & Roll Call

Bains (Vice-Chair), Bradford, Buttacavoli, Cole, Flores, House, Hudson and Kirchner (Chair)

II. Public Business from the Floor

Members of the public may address the Authority on items of interest that are within the Authority's jurisdiction and are not on the agenda for this meeting. Public comment regarding agenda items will be permitted as each agenda item is considered by the Board.

III. Reports

A. Cooperative Agreement for the Affordable Housing and Sustainable Communities (AHSC) Grant Program. (Attachment)

RECOMMENDATION: 1) Authorize the Executive Director to execute a Cooperative Agreement with the City of Live Oak and/or the Developer to support a grant application to the Affordable Housing and Sustainable Communities (AHSC) program for the proposed Larkin Grove Apartments located in the City of Live Oak.

2) Authorize the Executive Director to certify and execute any additional documents necessary to support the AHSC application.

IV. Correspondence / Information

V. Other Business

VI. Adjournment

THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, JUNE 19, 2025, AT 4:00 P.M. IN THE BOARD OF SUPERVISORS CHAMBERS, YUBA COUNTY GOVERNMENT CENTER

If you need assistance to attend the Yuba-Sutter Transit Board Meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Board, please contact the Yuba-Sutter Transit office at (530) 634-6880 or by email at info@yubasuttertransit.com at least 72 hours in advance so such aids or services can be arranged.

AGENDA ITEM III – A
STAFF REPORT

**COOPERATIVE AGREEMENT FOR THE AFFORDABLE HOUSING
AND SUSTAINABLE COMMUNITIES (AHSC) GRANT PROGRAM**

- RECOMMENDATION: 1) Authorize the Executive Director to execute a Cooperative Agreement with the City of Live Oak and/or the Developer to support a grant application to the Affordable Housing and Sustainable Communities (AHSC) program for the proposed Larkin Grove Apartments located in the City of Live Oak.
- 2) Authorize the Executive Director to certify and execute any additional documents necessary to support the AHSC application.

Background

Pacific West Communities, Inc (Developer) is submitting a grant application to the California Department of Housing and Community Development's Affordable Housing and Sustainable Communities (AHSC) program to construct the proposed Larkin Grove Apartments project located on Larkin Rd. in the City of Live Oak. Part of the AHSC application sets aside funding for Sustainable Transportation Infrastructure (STI) and Transportation Related Amenities (TRA) intended to provide mobility benefits to future residents of the development. AHSC grant applications are awarded points based on related greenhouse gas (GHG) emissions savings expected from the combined project elements. As the sole public transit provider, Yuba-Sutter Transit staff worked with project partners to identify deliverable transit system investments that would help create a competitive application and that are mutually beneficial.

Yuba-Sutter Transit will not be a direct applicant for the AHSC program funds. However, the program requires potential partners to execute an agreement with the primary applicant in order to utilize any funds awarded for their projects. Yuba-Sutter Transit entered into a similar agreement with the Regional Housing Authority in 2023 on an AHSC grant for the Richland Village project in Yuba City which resulted in the award of \$8.5 million for design and construction of the NextGen Transit Facility.

Discussion

This item was continued from the regular May 15, 2025, meeting of the Yuba-Sutter Transit Board of Directors pending additional legal counsel review and potential action by the Live Oak City Counsel at its regular meeting scheduled for Wednesday, May 21, 2025.

As proposed, the attached Cooperative Agreement (Agreement) establishes the terms of the partnership between Yuba-Sutter Transit, the City of Live Oak and/or the developer necessary to support an AHSC grant application for the Larkin Grove Apartments project. As drafted, the AHSC application includes a contribution of up to \$2 million from the overall grant award toward the following STI/TRA projects which would be the responsibility of Yuba-Sutter Transit:

- Software fees during the pilot stage of microtransit services in the amount of \$88,900.
- Microtransit operating assistance in the amount of \$1,442,226.

AHSC grant applications are due in late May and an award decision is expected in late 2025. If successful, applicants are expected to then execute a formal grant agreement which will start the clock on a five-year expenditure period. If no grant funding is obtained, the Agreement would automatically be voided.

The Agreement has been reviewed by legal counsel and is scheduled to be heard by the Live Oak City Council on May 21, 2025. Staff is recommending Board authorization to execute the attached Agreement committing Yuba-Sutter Transit to deliver the above referenced projects, if the AHSC grant is awarded. In addition, staff is recommending Board authorization to certify and execute any additional documents necessary to support the application.

Staff will be prepared to report on the related action by the Live Oak City Council and to discuss the request in detail at the meeting.

Fiscal Impact

If awarded, the grant will include a contribution of up to \$2 million toward microtransit software fees and operating assistance.

COOPERATIVE AGREEMENT
BETWEEN THE YUBA-SUTTER TRANSIT AUTHORITY
AND THE CITY OF LIVE OAK FOR THE AFFORDABLE
HOUSING AND SUSTAINABLE COMMUNITIES
PROGRAM

This Cooperative Agreement (AGREEMENT) is entered into as of the 19th day of May 2025, between the Yuba-Sutter Transit Authority (AUTHORITY), Pacific West Communities, Inc., an Idaho Corporation (Developer) and the City of Live Oak (City) each of which is referred to herein jointly as "Applicants."

RECITALS

WHEREAS, The State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability dated February 26, 2021 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program; and

WHEREAS, Applicants are applying for AHSC Funds in response to the NOFA to provide funding for development of the Larkin Grove Apartments (PROJECT) in the City of Live Oak. The PROJECT is to be described in more detail in the Final Application (APPLICATION) to be submitted to the AHSC Program by APPLICANTS on or May 28, 2025; and

WHEREAS, The APPLICANTS is seeking an award from the AHSC Program in an aggregate amount of up to \$50,000,000 for development of the PROJECT, which includes a request for (A) up to \$2,000,000 for the purpose of funding costs of the Micro Transit Upgrades that are eligible under the Sustainable Transportation Infrastructure (STI) portion of the AHSC Program (B) up to \$5,000,000 for funding of bicycle and pedestrian infrastructure to be implemented by the City of Live Oak and (C) up to \$35,000,000 for funding of the Affordable Housing Development to be developed by Pacific West Communities, Inc.; and

WHEREAS, the AUTHORITY and APPLICANTS wish to cooperate on the submittal of the APPLICATION to allow the AUTHORITY to receive this AHSC Program funding for the MICRO TRANSIT UPGRADES; and

WHEREAS, the AUTHORITY is not a direct applicant for the AHSC funds, but, as set forth herein, if and only if the APPLICATION is funded, will utilize; and

WHEREAS, as the AUTHORITY is not a direct applicant of the funds, the AHSC Program requires the AUTHORITY and APPLICANTS to enter into this AGREEMENT under the specific AHSC Program Threshold Requirement stated in Section 103 (f) (3) of the AHSC Program Guidelines dated Feb. 24, 2025; and

WHEREAS, Section 106 (a) (12) of the AHSC Program Guidelines requires applicants to provide evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years

preceding the application due date. This section of the Guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed by a Locality or Transportation Agency non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the APPLICATION for which funding is sought; and

WHEREAS, the AUTHORITY, as a non-applicant, can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size to the PROJECT which have been completed during the ten (10) years preceding May 28, 2025, as follows:

1. The AUTHORITY is the sole provider of public transportation service for the bi-county area since 1975. Since its inception, the AUTHORITY has administered and/or operated a suite of demand-response transportation services to the public including a local Dial-A-Rideservice for seniors and persons with disabilities, ADA required complementary paratransit services, and deviated rural/intercity shuttle services.
2. The AUTHORITY has completed and/or participated in numerous passenger facing technology implementation projects especially over the last 10 years including the provision of real-time bus location applications, an electronic fare payment system, web-based trip planning tools, and on-board Wi-Fi

NOW, THEREFORE, the Parties to this AGREEMENT agree as follows:

I. AUTHORITY Responsibilities

If a grant award is received from the AHSC Program in the amount of up to \$2,000,000 for the purpose of funding development costs of the MICRO TRANSIT UPGRADES that are eligible under the STI portion of the AHSC Program, the AUTHORITY will have sole responsibility to develop the MICRO TRANSIT UPGRADES in accordance with the agreed upon schedule of performance and any specific award requirements related to the development of the MICRO TRANSIT UPGRADES.

II. APPLICANTS Responsibilities

If a grant award is received from the AHSC Program, the APPLICANTS will have sole responsibility to complete the PROJECT in accordance with the terms of the AHSC award documents.

III. Joint Responsibilities

All Parties will provide the other Party with copies of the notice of completion, and other documents related to their respective work that the other Party may reasonably request, including quarterly progress reports on the Party's work.

The AUTHORITY and APPLICANTS each acknowledge and agree that the inability or failure by any Party to fully and timely meet each Party's respective responsibilities as required by the AHSC award documents may affect the timing and right of the other Party to receive disbursement of AHSC funds.

IV. Implementation Agreements

In the event a grant award is received from the AHSC Program, the AUTHORITY and the APPLICANTS recognize that each Party will need additional assurances from the other (including assurances for the PROJECT's lenders and investors) regarding the specific grant award before commencement of construction of the PROJECT and the MICRO TRANSIT UPGRADES. The Parties agree to cooperate in amending this AGREEMENT and/or entering into Implementation Agreements or other documents necessary to provide reasonable assurances and indemnifications related to the development of the MICRO TRANSIT UPGRADES, and disbursement of grant funds. The Parties recognize that any such amendments to this AGREEMENT or execution of additional agreements may require approval of the AUTHORITY's Board of Directors and the Applicants council.

V. Miscellaneous

- A. Waiver. No waiver of any default or breach of any covenant of this AGREEMENT by any Party will be implied from any omission by any Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
- B. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this AGREEMENT: (i) A Party fails to perform any of its obligations under this AGREEMENT and does not cure or set forth a plan of action to cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party; or (ii) A Party purports to revoke this AGREEMENT or this AGREEMENT becomes ineffective for any reason. Upon an Event of Default, any Party may terminate this Agreement as to the defaulting Party by giving notice to the other Party.
- C. Termination. This AGREEMENT shall terminate upon the earlier of: (i) failure to receive an AHSC award, or (ii) mutual written agreement of the Parties hereto to terminate the AGREEMENT or (iii) termination pursuant to paragraph V B, above.
- D. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this AGREEMENT without the written consent of the other Party.
- E. Governing Law. This AGREEMENT is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California and any action shall be venued in the County of Sutter.
- F. Amendments. This AGREEMENT may only be amended in writing and must be executed by both Parties.
- G. Disputes. If a question arises regarding interpretation of this AGREEMENT or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the alleged breaching Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues

raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties, to the extent possible, that litigation be avoided as a method of dispute resolution.

- H. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this AGREEMENT, the prevailing Party or Parties in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
- I. Warranty of Authority to Execute Agreement. Each Party to this AGREEMENT represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a Party to this AGREEMENT.
- J. Severability. If any portion of this AGREEMENT, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this AGREEMENT, or the application thereof, will remain in full force and effect.
- K. Counterparts. This AGREEMENT may be executed in counterparts.
- L. Entire Agreement. This AGREEMENT constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.
- M. Notices. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered by express delivery service, return receipt requested, or delivered personally, to the principal offices of the Parties as follows:

AUTHORITY:

Yuba-Sutter Transit Authority
2100 B Street, Marysville, CA 95901
Attn: Matthew Mauk, Executive Director
matt@yubasuttertransit.com
(530) 634-6880

APPLICANTS:

City of Live Oak
Laura Stewart
Associate Planner, City of Live Oak
9955 Live Oak Bl, Live Oak, CA 95953
Direct: 530-797-3026
lstewart@liveoakcity.org

Pacific West Communities, Inc.
Caleb Roope
President & CEO
Pacific West Communities, Inc.
430 E. State Street, Suite 100
Eagle, Idaho 83616
208-461-0022
calebr@tpchousing.com

Each of the undersigned hereby executes this AGREEMENT in the spaces provided below to evidence their respective agreement to the terms of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT as of the date first noted above.

Yuba-Sutter Transit Authority

By: Matthew Mauk, Executive Director

Date: _____

City of Live Oak

By:

Date: _____

Pacific West Communities, Inc.

By:

Date: _____