



MEETING NOTICE & AGENDA

DATE: Thursday, September 18, 2025

TIME: 4:00 P.M.

PLACE: Board of Supervisors Chambers
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. Consent Calendar

All matters listed under the Consent Calendar are considered routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be removed from the Consent Calendar for discussion or specific action.

- A. Minutes from the Regular Meeting of August 21, 2025. (Attachment)
- B. Disbursement List for August 2025. (Attachment)
- C. Monthly Performance Report for August 2025. (Attachment)

IV. Reports

- A. **Assignment Agreement for Receipt of Affordable Housing and Sustainable Communities Grant Funds.** (Attachment)

RECOMMENDATION: 1) Authorize the Executive Director to execute an Assignment Agreement with Sutter Community Affordable Housing to accept \$8.5 mil. in grant funding for the NextGen Transit Facility awarded pursuant to the Affordable Housing and Sustainable Communities (AHSC) program.
2) Authorize the Executive Director to certify and execute any additional documents necessary for disbursement of the AHSC grant funding.

- B. **Feather River Air Quality Management District Blue Sky Grant Application for 2026.** (Attachment)

RECOMMENDATION: Authorize submittal of a FRAQMD Blue Sky grant application for \$103,000 to continue the Discount Monthly Bus Pass Program for area youth, seniors, and eligible persons with disabilities, through the end of the calendar year 2026, as proposed or amended.

C. Reimbursement Agreement with the Sacramento Area Council of Governments for Provision of Financial Audits. (Attachment)

RECOMMENDATION: Authorize the Executive Director to enter into an agreement to reimburse the Sacramento Area Council of Governments (SACOG) a total amount not to exceed \$100,620.00 for costs associated with the performance of required annual independent financial audits of the Yuba-Sutter Transit Authority for fiscal years 2025 through 2027, as proposed or amended.

D. Project & Program Updates.

1. Lincoln/Roseville Service Planning
2. Cap-and-Trade and SB 125 Funding Agreement
3. TDA Triennial Performance Audit
4. 50th Anniversary Event

RECOMMENDATION: Information only.

V. Correspondence / Information

VI. Other Business

VII. Adjournment

THE NEXT REGULAR MEETING IS SCHEDULED FOR THURSDAY, OCTOBER 16, 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

**YUBA-SUTTER TRANSIT AUTHORITY
MEETING MINUTES
AUGUST 21, 2025**

I. Call to Order & Roll Call (4:01 p.m.)

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

Absent: None

II. Public Hearings

A. Federal Transit Administration (FTA) Sections 5307, 5311, and 5339 Grant Application for FY 2026.

Executive Director Mauk stated that the Federal Transit Administration requires that a formal public hearing be held annually prior to the submission of federal grant applications. Director Kirchner opened the public hearing at 4:03 pm. There was no public comment. Director Kirchner closed the public hearing at 4:03 pm.

Director Bains made a motion to authorize the submittal of FY 2026 federal funding applications as proposed. Director Bradford seconded the motion and it carried unanimously.

III. Presentations

A. Yuba-Sutter NextGen Transit Facility Preliminary Design Presentation.

Mauk introduced presenter Bruce Farrell, Associate Principal with AECOM, who presented the current plans and a status update on the proposed Yuba-Sutter NextGen Transit Facility, supported by Michael Kay, Senior Environmental Planner and Project Manager, and Robert Mayers Communications Advisory Services lead for WSP, USA.

Mr. Farrell presented highlights of the project including larger administration and operations facilities, a modern maintenance facility for repairing, fueling and storage of vehicles, zero emission vehicle infrastructure, and a mobility hub for public use and enhanced mobility options.

Mr. Farrell discussed federal and state environmental approvals needed for the project and the planned submission of applications for applicable exemptions/exclusions.

Director House inquired whether adequate space was included in the current design for bus movements and Mr. Farrell stated that the site layout provides ample space for this kind of maneuvering to take place.

IV. Public Business from the Floor

None.

V. Consent Calendar

Director Bains made a motion to approve the consent calendar. Director Buttacavoli seconded the motion, and it was carried unanimously.

VI. Reports

A. Projects for the Sacramento Metropolitan Transportation Improvement Program (MTIP).

Executive Director Matthew Mauk stated that both the short-term five-year and long-range capital plans have been updated to account for the expansion of demand response services, the introduction of zero emission buses and the initial development and potential expansion of the new operations and maintenance facility in the coming years.

Mauk explained that projects for which federal funds will be requested in the next five years must be identified in a locally adopted plan before inclusion in MTIP. The inclusion of a project does not commit the board nor does the exclusion of a project prohibit its later addition, as these plans can be amended as needed and all projects must be approved by separate board action.

Mauk stated that the long-term plan reflects expected fleet replacement needs understanding that some buses have remained in service longer than usual. Due to the displacement of operations during the Caltrans Binney Junction project, and both the time and significant capital outlay required to complete our new facility project, staff have begun a productive dialogue with CARB regarding the justification for a waiver of the ZEB purchase requirement for at least calendar year 2026.

Director Bradford made a motion to approve Yuba-Sutter Transit's 5-year MTIP Program of Projects and Long-Range Capital Improvement Plan as proposed. Director Flores seconded the motion, and it was carried unanimously.

B. FY 2025 Annual Performance Report.

Mauk stated that systemwide ridership continued to improve over the course of the 2025 fiscal year. Local fixed route services were up 3.8%, Dial-A-Ride was up 3.3% with a notable 12.3% improvement in productivity, and commuter ridership was up over 33%. The close of FY 2025 completes a four-year cumulative increase of 75% in annual system wide ridership since the depths of the pandemic. Compared to pre pandemic, the ridership in FY 2025 represents about 84% of FY 2020 which was the first year impacted by the pandemic and just over 65% of 2019 which was the last full year prior to the pandemic.

Mauk stated that analysis of the six months since the extension of local fixed route service later in the evening reflects an increase of 1.5% in ridership.

Director Bradford asked if the July performance report has anything on the Mobility on Demand service. Mauk referred the question to the following project update.

C. Project and Program Updates.

1. Mobility on Demand (MOD) Service Implementation

Mauk reported that after two full months of service, ridership increased 88% from June to July but that productivity remains low. Significant adjustments were recently made to the software to improve reach and ride availability, namely, extending the two zones so that they overlap and include the area around the North Beale Transit Center.

2. 50th Anniversary Events

Mauk reported that this year represents the 50th anniversary for Yuba-Sutter Transit. Staff are working on putting together an open-house event on a Saturday evening in October to celebrate. If there are any conflicts with dates in October, please let us know.

VII. Correspondence / Information

- A. July 30, 2025, Richardson and Company, LLC., Planning and Performance of the Audit of the Yuba-Sutter Transit Authority Fiscal Year 2025 Financial Statements.

Mauk referenced the letter from Richardson and Company CPA firm regarding performing of the annual independent financial audit in September.

- B. August 5, 2025, Federal Transit Administration (FTA) Fiscal Year 2025 Triennial Review of the Yuba-Sutter Transit Authority, Final Report.

Mauk referenced the letter to the Chair and the attached Final Report on the FY 2025 FTA Triennial Review reflecting a completely clean review, zero deficiencies found in any of the twenty-three federal compliance review areas.

Mauk thanked the staff and the contractor for their hard work, not only preparing for the review, but in their efforts to maintain compliance with all the various federal regulations on a day-to-day basis.

Mauk added that this is a rare accomplishment and that he received a congratulations email from the FTA Region IX Administrator and a message from the former Executive Director confirming this was the first completely clean review in the agency's history.

Director Kirchner stated that he and the rest of the board want to pass on kudos to the staff.

VIII. Other Business

None

IX. Adjournment

The meeting was adjourned at 4:33 p.m.

The next regular meeting is scheduled for Thursday, September 18, 2025, at 4:00 p.m. in the Yuba County Board of Supervisors Chambers, unless otherwise noticed.

**AGENDA ITEM III - B
YUBA-SUTTER TRANSIT
DISBURSEMENT LIST
MONTH OF AUGUST 2025**

CHECK NO.	AMOUNT	VENDOR	PURPOSE
EFT	\$ 10,507.26	CALPERS HEALTH	HEALTH INSURANCE
EFT	\$ 5,525.48	CALPERS RETIREMENT	RETIREMENT PAYMENT (EMPLOYER SHARE)
EFT	\$ 854.00	CALPERS 457 PLAN	EMPLOYER CONTRIBUTION
EFT	\$ 875.53	CYPRESS DENTAL ADMINISTRATORS	DENTAL & VSP INSURANCE - AUGUST 2025
EFT	\$ 56,023.14	PAYROLL	PAYROLL - JULY 2025
EFT	\$ 1,121.89	PRINCIPAL MUTUAL LIFE INSURANCE	L/D/LTD INSURANCE - AUGUST 2025
EFT	\$ 273.19	COMCAST BUSINESS	INTERNET SERVICES - AUGUST 2026
EFT	\$ 2,626.77	CARDMEMBER SERVICES	CREDIT CARD: SUBSCRIPTIONS, TRAVEL, PRINTING, SUPPLIES, DOMAIN NAME
EFT	\$ 46.83	CALIFORNIA WATER SERVICE	FIRE SUPPRESSION - AUGUST 2025
EFT	\$ 490.45	CALIFORNIA WATER SERVICE	WATER: 7/12/2025 - 8/12/2025
EFT	\$ 400.00	FRANCOTYP-POSTALIA, INC	POSTAGE RESET 8/21/2025
EFT	\$ 6,570.43	PG&E	ELECTRIC 7/11/2025 - 8/10/2025
EFT	\$ 78.80	PG&E	PARKING LOT LIGHTS - AUGUST 2025
EFT	\$ 54.17	PG&E	GAS - JULY 2025
EFT	\$ 350.73	MACQUARIE EQUIPMENT CAPITAL INC	COPY MACHINE LEASE - JULY 2025
EFT	\$ 7,070.91	RAMOS OIL COMPANY	BUS FUEL - GAS 7/21/2025 - 7/31/2025
EFT	\$ 5,440.68	RAMOS OIL COMPANY	BUS FUEL - GAS 8/01/2025 - 8/10/2025
EFT	\$ 954.45	CALIFORNIA FIRE AND ALARM INC	5 YEAR FIRE INSPECTION AT 1430 MELODY RD
EFT	\$ 10,941.95	THE LE FLORE GROUP	NGTF CONSULTING - JULY 2025
EFT	\$ 251.50	UTILITY MANAGEMENT SERVICES	SEWER - AUGUST 2025
EFT	\$ 136.02	PRIMEPAY	PAYROLL FEES - JULY 2025
EFT	\$ 1,500.00	VIA TRANSPORTATION INC	VEHICLE FEE - JULY 2025
EFT	\$ 308.22	ELAVON	MERCHANT SERVICE FEE - AUGUST 2025
19323	\$ 49.70	ADAM HANSEN	MILEAGE REIMBURSEMENT - Q3 & Q4 FY 2025
19323	\$ 581.76	ADAM HANSEN	TRAVEL REIMBURSEMENT - N. STATE TRANSIT SYMPOSIUM
19324	\$ 310.88	ADVANCED DOCUMENTS CONCEPTS	COPY MACHINE CHARGES - JULY 2025
19325	\$ 175.00	ALL SEASONS TREE & TURF CARE	LANDSCAPING & WEED CONTROL - JULY 2025
19326	\$ 44.75	BIDWELL WATER COMPANY	WATER SERVICE 6/11/2025 - 7/23/2025
19327	\$ 3,844.11	CONNECT CARD REGIONAL SERVICE CENTER	CONNECT CARD SALES - JULY 2025
19328	\$ 270.00	DEPARTMENT OF MOTOR VEHICLES	REPLACEMENT LICENSE PLATES FOR 10 VEHICLES
19329	\$ 24,419.27	HUNT & SONS INC	BUS FUEL - DYED DIESEL
19330	\$ 137.16	OLIVEHURST PUBLIC UTILITY DISTRICT	WATER & SEWER SERVICE AT 1430 MELODY RD
19331	\$ 301.05	QUILL CORPORATION	OFFICE SUPPLIES: CARDSTOCK, COPY PAPER, ENVELOPES, LABELS & TAB DIVIDERS
19332	\$ 1,100.00	RC JANITORIAL	JANITORIAL SERVICES - JULY 2025
19333	\$ 1,000.72	SC FUELS	DEF FLUID
19334	\$ 1,000.00	SCOTTDALIE INSURANCE COMPANY	DEDUCTIBLE FOR DENNNIS COBB
19335	\$ 670.00	STREAMLINE	WEBSITE SERVICES - AUGUST 2025
19336	\$ 2,300.02	T-MOBILE	WIFI SERVICES FOR BUSES: APR - JUN 2025 ACCT 965513060
19336	\$ 905.20	T-MOBILE	WIFI SERVICES FOR BUSES: JULY 2025 ACCT 965513060
19337	\$ 1,785.64	T-MOBILE	WIFI SERVICES FOR BUSES: APR - JUN 2025 ACCT 998605885
19337	\$ 702.23	T-MOBILE	WIFI SERVICES FOR BUSES: JULY 2025 ACCT 998605885
19338	\$ 5,098.89	TEHAMA TIRE SERVICE INC	TUBES/TIRES
19339	\$ 2,150.00	ALLIANT NETWORKING SERVICES INC	IT SERVICES - SEPTEMBER 2025
19340	\$ 26,411.98	ALLSTAR WRAPS LLC	WRAP ON 2 FR BUSES & 4 CB BUSES
19341	\$ 1,600.00	APEX PRESSURE WASHING	CLEAN & PRESSURE WASH SHELTERS
19342	\$ 398.00	APPEAL DEMOCRAT	NOTICE OF PUBLIC HEARING - FTA FUNDING PUBLISHED 7/24/2025
19343	\$ 23,288.48	HUNT & SONS INC	BUS FUEL - DYED DIESEL
19344	\$ 68.58	OLIVEHURST PUBLIC UTILITY DISTRICT	WATER & SEWER SERVICE AT 1430 MELODY RD - JULY 2025
19345	\$ 5,260.00	PROSIO COMMUNICATIONS	MARKETING SERVICES - JULY 2025
19346	\$ 1,851.55	QuEST	MAINTENANCE OF BUS STOPS/SHELTERS - 7/25
19347	\$ 603.43	QUILL CORPORATION	JANITORIAL SUPPLIES: TRASH BAGS, PAPER TOWELS, TOILET PAPER, SOAP
19348	\$ 348.75	RICH, FUIDGE, BORDSEN & GALYEAN INC	LEGAL SERVICES - 7/31/2025 - 8/14/2025
19349	\$ 1,246.00	SC FUELS	DEF FLUID
19350	\$ 60.00	SHELBY'S PEST CONTROL	PEST CONTROL SERVICES - AUGUST 2025
19351	\$ 5,588.11	TEHAMA TIRE SERVICE INC	TUBES/TIRES
19352	\$ 590.00	TELELINK BUSINESS TELEPHONE SYSTEMS	TELEPHONE SERVICE - AUGUST 2025
	\$ 226,563.66		

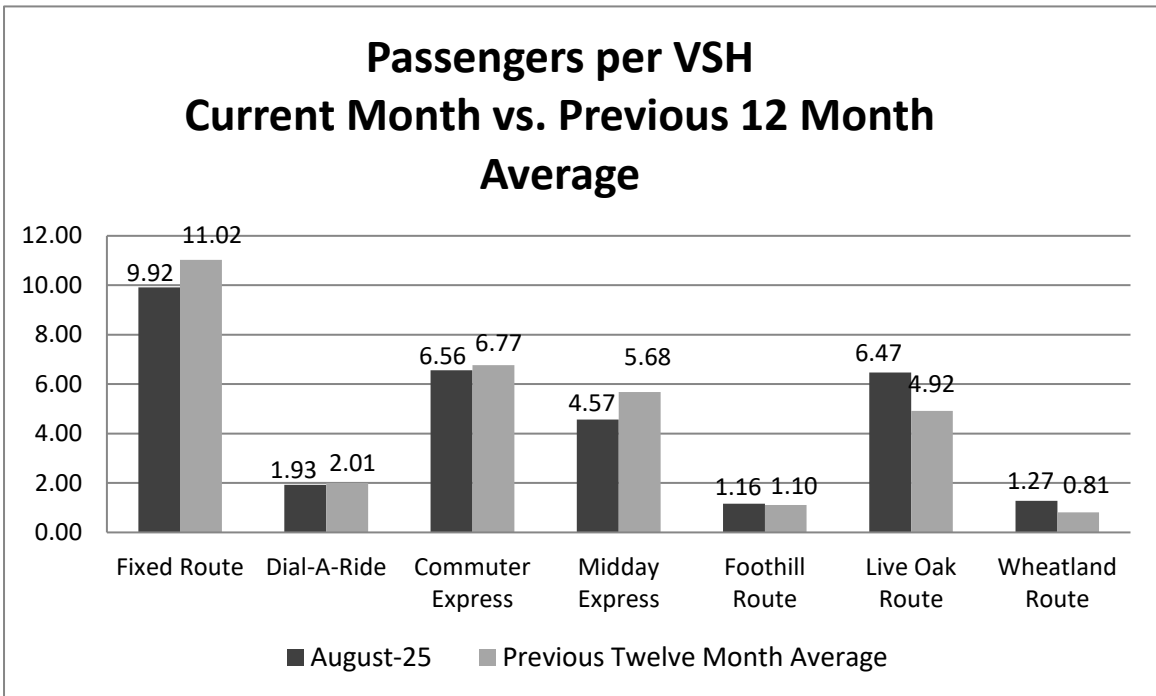
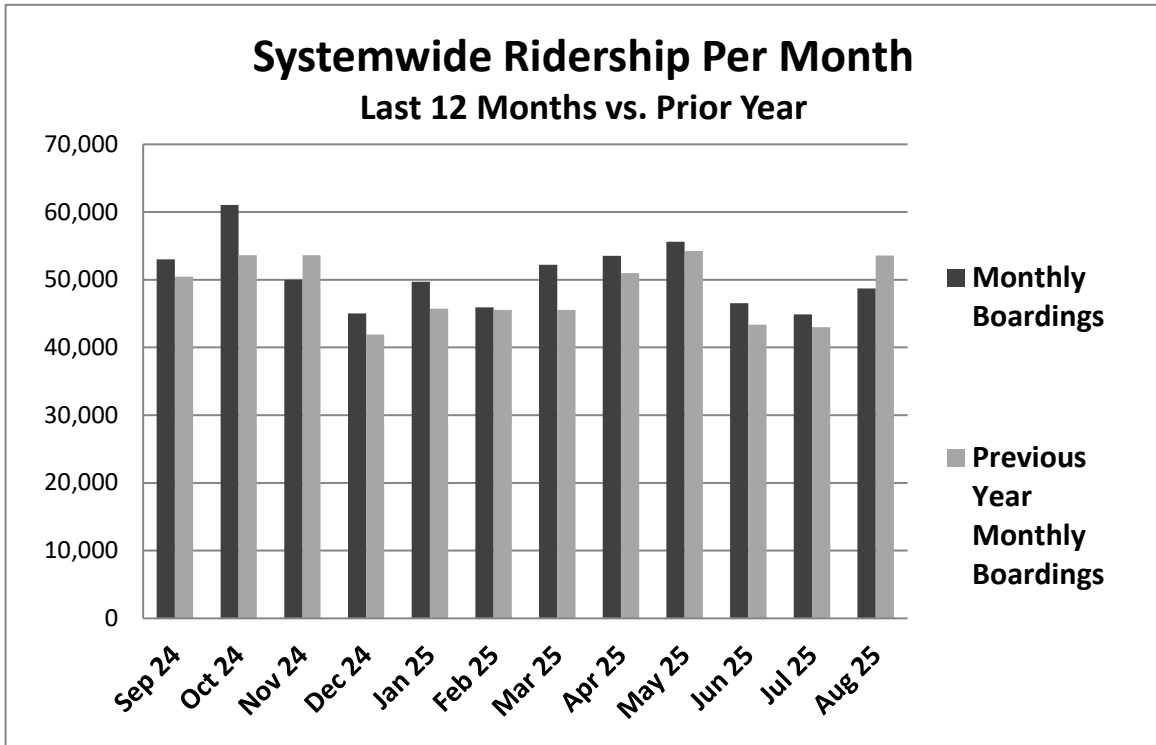
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TRANSFERS**

AGENDA ITEM III- C

AUGUST 2025 PERFORMANCE REPORT

	August-25	Previous Twelve Month Average	Fiscal YTD	Previous Fiscal YTD
Ridership:				
Fixed Route	40,879	42,858	77,039	80,215
Dial-A-Ride	2,233	2,819	4,542	5,612
Commuter Express	4,380	4,040	9,489	8,617
Midday Express	561	978	1,209	1,022
Foothill Route	95	95	218	188
Live Oak Route	528	385	1,025	820
Wheatland Route	64	41	127	99
Total Ridership:	48,740	51,216	93,649	96,573
Vehicle Service Hours:				
Fixed Route	4,122.08	3,888.34	8,298.72	7,692.95
Dial-A-Ride	1,159.68	1,404.79	2,365.20	3,175.36
Commuter Express	667.27	597.22	1,359.37	1,334.74
Midday Express	122.84	172.35	252.15	233.97
Foothill Route	81.99	85.79	182.94	170.92
Live Oak Route	81.64	78.36	164.29	161.06
Wheatland Route	50.29	49.96	102.09	110.23
Total VSH's:	6,285.79	6,276.81	12,724.76	12,879.23
Passengers Per Hour:				
Fixed Route	9.92	11.02	9.28	10.43
Dial-A-Ride	1.93	2.01	1.92	1.77
Commuter Express	6.56	6.77	6.98	6.46
Midday Express	4.57	5.68	4.79	4.37
Foothill Route	1.16	1.10	1.19	1.10
Live Oak Route	6.47	4.92	6.24	5.09
Wheatland Route	1.27	0.81	1.24	0.90
Total Passengers Per VSH:	7.75	8.16	7.36	7.50

AUGUST 2025 PERFORMANCE REPORT



AGENDA ITEM IV – A
STAFF REPORT

**ASSIGNMENT AGREEMENT FOR RECEIPT OF
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT FUNDS**

- RECOMMENDATION: 1) Authorize the Executive Director to execute an Assignment Agreement with Sutter Community Affordable Housing to accept \$8.5 mil. in grant funding for the NextGen Transit Facility awarded pursuant to the Affordable Housing and Sustainable Communities (AHSC) program.
- 2) Authorize the Executive Director to certify and execute any additional documents necessary for disbursement of the AHSC grant funding.

Background

Sutter Community Affordable Housing has been awarded funding by the California Department of Housing and Community Development's Affordable Housing and Sustainable Communities (AHSC) program to construct the 133-unit Richland Village project to be located at 470 Bernard Drive in Yuba City. Part of the AHSC award includes 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 for the project's proposed location, Yuba-Sutter Transit staff worked with the Assignor to secure additional AHSC funding to support design and construction of the NextGen Transit Facility.

Yuba-Sutter Transit was not a direct applicant for the AHSC program funds. However, the program requires partners to execute agreements with the primary applicant in order to utilize any funds awarded for their projects. With Board approval, Yuba-Sutter Transit entered into a cooperative agreement with the Assignor prior to submission of the grant application in 2021, which resulted in the award of \$8.5 million for the NextGen Transit Facility-related improvements.

Discussion

As proposed, the attached Assignment Agreement (Agreement) establishes the terms for receipt of the AHSC grant funds with Sutter Community Affordable Housing acting as the "Assignor." The Agreement allots pass-through STI funds in the amount of \$7,000,000 and TRA funds in the amount of \$1,500,000 specifically for delivery of certain mobility hub, vehicle charging, and solar power elements of the NextGen Facility as the responsibility of Yuba-Sutter Transit.

Under the terms of the draft Agreement, Yuba-Sutter Transit as the Assignee, "*acknowledges that it has received a copy of the Housing and Community Development Disbursement Agreement and that the funds are disbursed to Assignor pursuant to the HCD Disbursement Agreement on a reimbursement basis for costs incurred.*" As the referenced Disbursement Agreement includes important delivery milestones, and these have not yet been received, the requested action is for Board authorization to execute the Agreement when the final Disbursement Agreement is received and accepted by Yuba-Sutter Transit. This pre-authorization

is necessary to avoid potential delays in closing on the Assignor's project while the grant agreements are finalized.

The attached draft Agreement has been reviewed by legal counsel and approved as to form. Staff is now recommending Board authorization to execute the Agreement assigning \$8.5 mil. of AHSC grant funds to the NextGen Transit Facility project and committing Yuba-Sutter Transit to deliver said project elements, pending receipt and acceptance of the final Disbursement Agreement. In addition, staff is recommending Board authorization to certify and execute any additional documents that may become necessary to facilitate receipt of these funds.

Staff will be prepared to discuss the request in detail at the meeting.

Fiscal Impact

If approved, the grant represents a total contribution of \$8.5 million toward development costs of the NextGen Transit Facility.

Attachment(s)

Draft Sutter Community Affordable Housing HCD Assignment Agreement

ASSIGNMENT AGREEMENT
(“HCD Funds”)

THIS AGREEMENT (the “Agreement”) is made this ___ day of August 2025, between the Yuba-Sutter Transit Authority, (the “Assignee”) and Sutter Community Affordable Housing (“Assignor”).

RECITALS

A. Assignor has been awarded funding by the State of California Department of Housing and Community Development (“HCD”) from the Affordable Housing and Sustainable Communities Program established by HCD in accordance with California Public Resources Code commencing with Section 75200 (the “AHSC Program”). The funds awarded by HCD to the Assignor pursuant to the AHSC Program are referred to herein as the “HCD Funds.” Use of the HCD Funds is governed by that certain Standard Agreement by and between HCD and the Assignor pertaining to HCD’s award of the HCD Funds (the “HCD Standard Agreement”). Assignor is the sole member of the managing general partner of Richland Village LP, a California limited partnership (the “Partnership”). Pursuant to the HCD Standard Agreement, HCD and Assignor will enter into a Disbursement Agreement pertaining to the HCD Funds (the “HCD Disbursement Agreement”) and the Partnership will enter into a Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing executed by Partnership in favor of HCD (the “HCD Restrictive Covenant”). Collectively, the HCD Standard Agreement, the HCD Disbursement Agreement and the HCD Restrictive Covenant are referred to herein as the “HCD Documents.” The HCD Documents state that the HCD Funds intended to pay for the Sustainable Transit Infrastructure (the “STI Funds”) and for the Transportation-Related Amenities (the “TRA Funds”) will be disbursed to Assignor.

B. As a condition of receipt of the HCD funds, Assignor will construct, or cause to be constructed, the 133-unit Richland Village to be located on a Sutter County Assessor Parcel Number 053-470-098 (470 Bernard Drive, Yuba City, CA 95991), (the “Project”). The Partnership will be the owner of the of the Project.

C. Assignor and Assignee are parties to that certain Cooperative Agreement executed by Assignee on May 24, 2021 and Assignor on June 1, 2021, whereby Assignor agreed to (i) provide \$7,000,000 of STI Funds, if received, to Assignee and Assignee agreed to utilize the STI Funds for the purpose of funding development costs of the Next Generation Transit Center (the “NGTC”) that are eligible under the STI Funds portion of the AHSC Program; and (ii) provide \$1,500,000 for the purpose of funding development costs of the NGTC that are eligible under the TRA Funds portion of the AHSC Program. The Cooperative Agreement is attached hereto as Exhibit A and incorporated by this reference.

D. Assignor now wishes to assign a portion of the STI Funds in the amount of \$7,000,000 (the “YSTA STI Funds”) and a portion of the TRA Funds in the amount of \$1,500,000 (the “YSTA TRA Funds”) to Assignee and disburse such funds to Assignee for development of the NGTC.

E. Assignee wishes to accept such assignment of YSTA STI Funds and YSTA TRA Funds and consent to the retention of the balance of the STI Funds (the “SCAH STI Funds”) and the balance of the TRA Funds (the ”SCAH TRA Funds”) by Assignor pursuant to the terms hereof.

NOW, THEREFORE, Assignor and Assignee agree as follows:

Section 1 – ASSIGNMENT. Assignor assigns and Assignee accepts such assignment of the YSTA STI Funds and the YSTA TRA Funds, subject to the following terms and conditions:

(a) Assignee agrees to utilize the YSTA STI Funds and the YSTA TRA Funds for development of the NGTC pursuant to the terms of the HCD Standard Agreement. Assignee specifically acknowledges that it has received a copy of the HCD Standard Agreement and that the HCD Standard Agreement includes a schedule for development and completion of the NGTC that must be maintained to remain in compliance with the AHSC Program and the HCD Standard Agreement. The HCD Standard Agreement is attached hereto as Exhibit B.

(b) Assignee acknowledges that it has received a copy of the HCD Disbursement Agreement and that the YSTA STI Funds and the YSTA TRA Funds are disbursed to Assignor pursuant to the HCD Disbursement Agreement on a reimbursement basis for costs incurred. Assignee agrees to provide any and all materials within its control required by the HCD Disbursement Agreement for disbursement of the YSTA STI funds and the YSTA TRA Funds to Assignor. Within thirty (30) days of receipt, Assignor shall prepare a disbursement request and submit such disbursement request to HCD pursuant to the terms of the HCD Disbursement Agreement. Within ten (10) days of receipt by Assignor of a disbursement of YSTA STI Funds and YSTA TRA Funds, Assignor shall deliver such YSTA STI Funds and YSTA TRA Funds to Assignee. Notwithstanding anything to the contrary contained herein, Assignee shall provide to Assignor all materials required for the final disbursement of YSTA STI Funds and YSTA TRA Funds no later than one hundred twenty (120) days prior to the deadline for disbursement of all STI Funds and TRA Funds contained in the HCD Standard Agreement, which is April 30, 2028, subject to any extensions granted by HCD.

Section 2 – CONSENT TO ASSIGNOR’S USE OF STI FUNDS and TRA FUNDS. Assignee agrees and consents to the retention by Assignor of the SCAH STI Funds and the SCAH TRA Funds as described in Recital E above.

Section 3 – ASSIGNEE’S DEFAULT. Failure of Assignee to complete the NGTC described in Section 1(a) above pursuant to the terms of this Agreement will constitute a default under this Agreement.

Section 4 – ASSIGNOR’S DEFAULT. Failure of Assignor to provide the YSTA STI Funds and YSTA TRA Funds pursuant to Section 1(b) above will constitute a default under this Agreement.

Section 5 – REMEDIES FOR DEFAULT. Upon the occurrence, and during the continuance, of a default, the non-defaulting party may choose in its sole discretion to proceed with any or all of the following remedies in any order or combination:

- (a) Bring an action in equitable relief (i) seeking the specific performance by defaulting party of the terms and conditions of this Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
- (b) Bring an action for return of any STI Funds and any TRA Funds allocated to the defaulting party that the defaulting party has not used pursuant to the terms of this Agreement or the HCD Documents;
- (c) Terminate this Agreement; or
- (d) Pursue any other remedy allowed at law or in equity.

Section 6 – TERM OF THIS AGREEMENT. This Agreement shall commence on the date set forth above and remain in full force and effect until the expiration of the HCD Standard Agreement, which is November 30, 2042, subject to any extensions granted by HCD. Notwithstanding the foregoing, the obligations of Assignor and Assignee pursuant to Section 12 below shall survive the termination or expiration of this Agreement.

Section 7 – GOVERNING LAW. This Agreement shall be interpreted under and governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued in the Placer County Superior Court.

Section 8 – NO WAIVER. Any waiver by either the Assignor or Assignee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the Assignor or Assignee to take, or any delay or failure by Assignor or Assignee to take action on any default or to pursue any remedy allowed under this Agreement or applicable law. Consent by Assignor or Assignee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for Assignor's or Assignee's written consent to future waivers.

Section 9 - NOTICES. All notices, requests, and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three (3) days after deposit with certified mail, return receipt requested, and addressed as follows:

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

Assignor: Sutter Community Affordable Housing
1455 Butte House Road
Yuba City, CA 95993
Attn: Gus Becerra, Secretary/Treasurer
g.becerra@regionalha.org
(530) 671-0220 ext. 113

Section 10 – BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties.

Section 11 – RELATIONSHIP OF PARTIES. The relationship of Assignor and Assignee under this Agreement shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Neither party shall have authority to act as an agent of the other or to bind the other party to any obligation.

Section 12 – INDEMNITY.

- (a) Indemnification by Assignor. Assignor agrees to protect, indemnify, defend and hold harmless Assignee and its affiliates, directors, officers, partners, members, agents and employees (each, an “Assignee Indemnified Party”) from and against any and all liability, costs and expenses, including, but not limited to, reasonable attorneys’ fees and costs, penalties, fines, loss or damage of any kind or nature and from any suits, claims or demands directly arising out of the failure by Assignor or the Partnership to comply with the terms of the HCD Documents and/or meet its obligations under this agreement. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Assignee believes is covered by this indemnity, Assignee shall give Assignor written notice of the matter and an opportunity to defend it, at Assignor’s sole cost and expense, with legal counsel reasonably satisfactory to Assignee. Notwithstanding anything to the contrary contained herein, in no event shall any Assignee Indemnified Party be indemnified hereunder for any for any matter resulting from such party’s gross negligence or willful misconduct.
- (b) Indemnification by Assignee. Assignee agrees to protect, indemnify, defend and hold harmless Assignor, the Partnership and its affiliates, directors, officers, partners, members, agents and employees (each, an “Assignor Indemnified Party”) from and against any and all liability, costs and expenses, including, but not limited to, reasonable attorneys’ fees and costs, penalties, fines, loss or damage of any kind or nature and from any suits, claims or demands directly arising out the failure by Assignee to meet its obligations under this agreement. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Assignor believes is covered by this indemnity, Assignor shall give Assignee written notice of the matter and an opportunity to defend it, at Assignee’s sole cost and expense, with legal counsel reasonably satisfactory to Assignor. Notwithstanding anything to the contrary contained herein, in no event shall any Assignor Indemnified Party be indemnified hereunder for any for any matter resulting from such party’s gross negligence or willful misconduct.

Section 13 – AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing and shall be effective only if executed by both Assignor and Assignee.

Section 14 – TIME. Time is of the essence in this Agreement.

Section 15 – INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

Section 16 – SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

Section 17 – EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

ASSIGNOR:

SUTTER COMMUNITY AFFORDABLE HOUSING

By: _____
GUS BECERRA, SECRETARY/TREASURER

ASSIGNEE:

YUBA-SUTTER TRANSIT AUTHORITY

By: _____
MATT MAUK, TRANSIT MANAGER

DRAFT

EXHIBIT A

**COOPERATIVE AGREEMENT
BETWEEN THE YUBA-SUTTER TRANSIT AUTHORITY
AND SUTTER COMMUNITY AFFORDABLE HOUSING
FOR THE AFFORDABLE HOUSING AND SUSTAINABLE
COMMUNITIES PROGRAM**

DRAFT

COOPERATIVE AGREEMENT
BETWEEN THE YUBA-SUTTER TRANSIT AUTHORITY
AND SUTTER COMMUNITY AFFORDABLE HOUSING
FOR THE AFFORDABLE HOUSING AND SUSTAINABLE
COMMUNITIES PROGRAM

This Cooperative Agreement (AGREEMENT) is entered into as of the 24th day of May 2021, between the Yuba-Sutter Transit Authority (AUTHORITY) and Sutter Community Affordable Housing (DEVELOPER) each of which is referred to herein individually as "Party" and jointly as "Parties."

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, DEVELOPER is applying for AHSC Funds in response to the NOFA to provide funding for development of the Richland Village Housing project (PROJECT) in the City of Yuba City. The PROJECT is to be described in more detail in the Final Application (APPLICATION) to be submitted to the AHSC Program by DEVELOPER on or by June 8, 2021; and

WHEREAS, The DEVELOPER is seeking an award from the AHSC Program in an aggregate amount of \$30,000,000 for development of the PROJECT, which includes a request for \$7,000,000 for the purpose of funding development costs of the Next Generation Transit Center (CENTER) that are eligible under the Sustainable Transportation Infrastructure (STI) portion of the AHSC Program. The DEVELOPER is also seeking in the same request an award for \$1,500,000 for the purpose of funding development costs of the Next Generation Transit Center (CENTER) that are eligible under the Transportation Related Amenities (TRA) portion of the AHSC Program; and

WHEREAS, the AUTHORITY and DEVELOPER wish to cooperate on the submittal of the APPLICATION to allow the AUTHORITY to receive this AHSC Program funding for the CENTER; 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 DEVELOPER to enter into this AGREEMENT under the specific AHSC Program Threshold Requirement stated in Section 106 (a) (12) of the Fiscal Year 2019-20 AHSC Program Guidelines dated February 24, 2021; 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 June 8, 2021, as follows:

1. The AUTHORITY is the sole provider of public transportation service for the bi-county area since 1975 now operating a network of six local fixed routes; local paratransit service for seniors and persons with disabilities; three rural routes; and a high level of intercity commuter express service to downtown Sacramento.
2. The AUTHORITY has completed and/or participated in numerous minor construction projects especially over the last 15 years including the development of on and off-street transit centers, commuter park and ride lots, and the enhancement of numerous local bus stops. These projects typically included some combination of one or more of the following: establishing/ securing right-of-way; facility design and engineering; construction of the necessary parking areas and concrete curbs, gutters, and sidewalks; and, the installation of lighting, landscaping, bus stop shelters, bus stop benches, bike lockers and security surveillance systems, as necessary.
3. Under the direction of the current Transit Manager, the AUTHORITY has completed two major transit facility projects. The first was the \$2 million purchase and remodel of a former Seven-Up Bottling Company plant for a maintenance, operations, and administration facility in 1996. The second was the \$3 million complete remodel and expansion of that same property to its ultimate capacity in 2011. This project resulted in new parking areas; a new two-lane fuel island; expanded maintenance, operations and training capacity; and new or enhanced security and access controls.

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 \$7,000,000 for the purpose of funding development costs of the CENTER that are eligible under the STI portion of the AHSC Program and \$1,500,000 for the purpose of funding development costs of the CENTER that are eligible under the TRA portion of the AHSC Program, the AUTHORITY will have sole responsibility to develop the CENTER in accordance with the agreed upon schedule of performance and any specific award requirements related to the development of the CENTER.

II. DEVELOPER Responsibilities

If a grant award is received from the AHSC Program, the DEVELOPER 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 DEVELOPER 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 DEVELOPER 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 CENTER. 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 CENTER, 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 Developer's Board of Directors.

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. Notwithstanding the foregoing, the Parties acknowledge that DEVELOPER intends to form a limited partnership for the development and operation of the PROJECT (the "Partnership"), and the Parties hereby

agree that DEVELOPER may assign its interest or obligations under this AGREEMENT to said Partnership, provided the managing general partner of such limited partnership is controlled by DEVELOPER.

- 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: Keith Martin, Transit Manager
keith@yubasuttertransit.com
(530) 634-6880

DEVELOPER:

Sutter Community Affordable Housing
1455 Butte House Road, Yuba City, CA 95993
Attn: Gus Becerra, Secretary/Treasurer
g.becerra@regionalha.org
530-671-0220 ext. 113

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: Keith Martin, Transit Manager

Date: 5-24-21

Sutter Community Affordable Housing


By: Brynda Stranix, President

Date: 6/1/2021

EXHIBIT B

HCD STANDARD AGREEMENT

DRAFT

AGENDA ITEM IV – B
STAFF REPORT

**FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT (FRAQMD)
BLUE SKY GRANT APPLICATION FOR 2026**

RECOMMENDATION: Authorize submittal of a FRAQMD Blue Sky grant application for \$103,000 to continue the Discount Monthly Bus Pass Program for area youth, seniors, and eligible persons with disabilities, through the end of the calendar year 2026, as proposed or amended.

Background

The Feather River Air Quality Management District (FRAQMD) is now accepting proposals for the FY 2026 cycle of its Blue Sky grant program. Authorized under Assembly Bill 2766 (Sher, 1990), the grant program is funded with a portion of the annual vehicle registration fees (\$4) from the Department of Motor Vehicles on vehicles registered in Yuba and Sutter Counties. The Blue Sky program provides incentive funding to support a wide variety of air pollution reduction activities. Approximately \$110,000 will be available for allocation in this grant cycle, slightly less than what was made available in 2025. Applications are due October 17th with an award decision expected in December.

Yuba-Sutter Transit has received FRAQMD funding for many projects over the years including discount bus pass programs, rolling stock purchases, park and ride expansions, bus stop benches and amenities, vehicle bike racks and bike lockers, a vanpool subsidy program, and a Downtown Trolley demonstration service. In the five years prior to the FY 2021 cycle, Yuba-Sutter Transit received an average of \$144,420 annually for multiple projects. Due to the COVID-19 pandemic, Yuba-Sutter Transit did not apply for FRAQMD funding from the FY 2022 cycle as the funding from the FY 2021 cycle was ultimately combined with surplus funding from an earlier cycle through two grant amendments to extend the Discount Monthly Pass Program through March 2023.

Yuba-Sutter Transit has continued to target recent grant applications exclusively toward the extension of the Discount Monthly Pass Program for youth, seniors, and persons with disabilities. Yuba-Sutter Transit received \$98,000 under the FY 2024 Blue Sky grant cycle to extend the program for a 12-month performance period, and \$75,000 in the 2025 cycle to continue the program through the end of the calendar year 2025. Of note, just over 10,000 discounted passes were sold during the 12-month performance period beginning April 2024 through March 2025, which exceeded the 2024 grant subsidy amount awarded. This required the use of other suitable grant funds from the state's Low Carbon Transit Operations Program to cover the funding shortfall.

Discussion

Given the long-term success and demonstrated benefits of the combined Discount Monthly Pass Program, staff is again recommending a Blue Sky grant application be submitted for continuation of this program through calendar year 2026. Discount monthly passes are currently priced at \$20 each. With the same \$10 proposed FRAQMD-funded discount, each discount monthly pass would continue to be sold to eligible customers for \$10. Based on a modest 3-percent assumed increase in annual pass sales, staff is projecting the sale of approximately 10,300 discount passes for the proposed 12-month extension of the program. For reference, local fixed route ridership increased 4% in FY 2025 as it continues to rebound from the pandemic.

All other program expenses would again be provided by Yuba-Sutter Transit as an in-kind match. Due to the size of the recommended request relative to the total amount of funding available, this is the only project being

recommended for Board consideration during this cycle. In addition, staff may be asked to consider options for reduced funding levels as the program will likely be over-subscribed. Alternative options for reducing the FRAQMD grant amount include extending the discount pass program for a shorter period or reducing the subsidy amount per pass thereby increasing the out-of-pocket cost for each pass by an equal amount. The latter is not recommended as this would likely have a significant impact on pass sales and ridership.

Staff will be prepared at the meeting to discuss the FRAQMD grant program and the proposed project in detail.

Fiscal Impact

To maintain the current subsidy of \$10 for each discount pass, on the projected sale of 10,300 discount passes, staff is recommending a grant request of \$103,000 from FRAQMD to continue the program through calendar year 2026.

AGENDA ITEM IV – C
STAFF REPORT

**REIMBURSEMENT AGREEMENT WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS
FOR PROVISION OF FINANCIAL AUDITS**

RECOMMENDATION: Authorize the Executive Director to enter into an agreement to reimburse the Sacramento Area Council of Governments (SACOG) a total amount not to exceed \$100,620.00 for costs associated with the performance of required annual independent financial audits of the Yuba-Sutter Transit Authority for fiscal years 2025 through 2027, as proposed or amended.

Background

SACOG contracted with the accounting firm of Richardson & Company, LLP (Auditor) on June 19, 2025, to perform annual financial audits and prepare the associated written reports on behalf of select small transit agencies in the Sacramento region. Annual independent financial audits are required of all claimants in accordance with the provisions of the State Transportation Development Act (TDA). Starting with the fiscal year (FY) 2025 audits, SACOG is now requiring claimants to reimburse SACOG for the portion of TDA audit costs to be paid by SACOG to the Auditor for performing their audit services.

Discussion

With the requested action, staff is recommending authorization for the Executive Director to enter into the attached Reimbursement Agreement (Agreement), as proposed or amended, between SACOG and Yuba-Sutter Transit which provides reimbursement to SACOG for three (3) fiscal years of financial auditing services required under the TDA. The expiration date of the Agreement is June 30, 2028, unless extended by written agreement between the parties.

Staff will be prepared at the meeting to discuss the matter in detail.

Fiscal Impact

The proposed Agreement specifies that Yuba-Sutter Transit reimburse SACOG a total amount not to exceed \$100,620.00 for services to be performed by the Auditor for fiscal years 2025, 2026, and 2027.

Attachment(s)

Draft Reimbursement Agreement Between SACOG and Yuba-Sutter Transit Authority, Contract #: CT250048

**REIMBURSEMENT AGREEMENT
BETWEEN
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
And
YUBA-SUTTER TRANSIT AUTHORITY**

**For
Transportation Development Act (TDA) Audits**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into effective _____, by and between the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS** ("SACOG"), and **YUBA-SUTTER TRANSIT AUTHORITY** ("YSTA" or "Transit Authority").

Recitals

- A. **WHEREAS**, SACOG entered into an agreement, SACOG Contract #CT250046, with Richardson & Company, LLP ("Auditor") on June 19, 2025 to provide Transportation Development Act (TDA) and Compliance Audits for Eligible Agencies, Claimants, and select transit districts ("Services"); and
- B. **WHEREAS**, Transit Authority desires to receive services from Auditor and agrees to reimburse SACOG for the portion of TDA Audit costs for the Transit District's Financial and Single Audits.

NOW, THEREFORE, SACOG and Transit Authority agree as follows:

- 1. **Recitals.** The above recitals are incorporated into this Agreement.
- 2. **Purpose.** The purpose of this Agreement is for Transit Authority to reimburse SACOG for the portion of TDA Audit costs to be paid by SACOG to Auditor on behalf of the Transit Authority for Auditor's performance of audit services. The Services are described in **Exhibit A** attached hereto and incorporated herein.
- 3. **Reimbursement.** Transit Authority shall reimburse SACOG a total amount not to exceed **One Hundred Thousand Six Hundred Twenty Dollars (\$100,620.00)** for Services performed by Auditor.
- 4. **Invoice & Payment.** Upon receipt of an invoice for Services, SACOG will issue an invoice to Transit Authority for the total amount invoiced by Auditor. Transit Authority shall reimburse SACOG the amount invoiced within 30 days of the date of the invoice.
- 5. **Notices.** Any notice, delivery, or other communication under this Agreement must be in writing and will be considered properly given when delivered by postal mail or electronic mail to the following persons:

SACOG: Caroline Payne, Associate Analyst
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

Phone: 916-340-6232
Email: cpayne@sacog.org

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

With a Copy To: Rich, Fuidge, Bordsen, & Galyean, Inc.
Attn: Brant J. Bordsen
1129 D Street
Marysville, CA 95901

If sent by U.S. mail, notice will be considered to have been given 48 hours after it has been deposited in the United States Mail, addressed as set forth above, with postage prepaid. If sent by overnight delivery service, notice will be considered to have been given 24 hours after it has been deposited with the overnight delivery service. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.
7. **No Waiver.** No failure of a party to insist upon strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy consequent upon a breach, shall constitute a waiver of any such breach of such covenant, term or condition.
8. **No Third-Party Beneficiary.** The parties agree that this Agreement is made solely for the benefit of SACOG and Transit District, and no third person or entity shall be deemed to have any rights or remedies hereunder.
9. **Time of Performance.** Services are to be performed by Auditor for fiscal years 2024/2025, 2025/2026, and 2026/2027. The expiration date of this Agreement is **June 30, 2028**, unless extended by written agreement between the parties.

SACOG's contract with the Auditor and this Agreement may be extended, by written amendments, for an additional two (2) year term, as indicated in **Exhibit A**.

10. **Amendments.** All amendments or modifications to the Agreement shall be in writing and executed by all parties.
11. **California Law.** The laws of the State of California shall govern and control the terms and conditions of this Agreement.
12. **Institution of Legal Actions.** In addition to any other legal rights or remedies, any party may institute legal action to cure, correct, or remedy any default, to recover damages for

any default, or to obtain any other remedy consistent with the purpose of this Agreement. If any-party commences any legal action against another party arising out of this Agreement or the performance thereof, the prevailing party may recover its reasonable litigation expenses, including, but not limited to, reasonable attorneys' fees and costs.

13. Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

14. Signing Authority. Each person signing this Agreement on behalf of a party hereby certifies, represents and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

(Signature Page to Follow)

DRAFT

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF
THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to SACOG

RECOMMENDED BY:

CAROLINE PAYNE
Associate Analyst

YUBA-SUTTER TRANSIT AUTHORITY

MATTHEW MAUK
Executive Director

APPROVED AS TO FORM:

BRANT BORDSEN
Rich, Fudge, Bordsen, Galyean, Inc.
Legal Counsel to YSTA

EXHIBIT A

Audit will be performed in accordance with the Basic Audit Program and Reporting Guidelines for California Special Districts prescribed by the State Controller pursuant to Section 26909 of the Government Code and shall include a determination of compliance with the Act and the administrative rules and regulations. In the financial statements, of the transportation planning agency, county transportation commission and metropolitan transit development board, the local transportation fund, the state transit assistance fund, and other revenues or funds of any city, county or other agency shall not be commingled.

Auditor will maintain all fiscal and accounting records and other supporting for a minimum of four (4) years following the close of the fiscal year of expenditure and shall ensure records are available for inspection and audit by the State Controller.

Audits will be conducted annually and in accordance with TDA Guidelines, including the following California requirements:

- Section 99245 of Public Utilities Code.
- Title 21, Section 6661 of the California Code of Regulations requires annual fiscal and compliance audits of all claimants of TDA monies.
- Title 21, Section 6751 of the California Code of Regulations requires an annual audit of the State Transit Assistance Fund.
- Title 21, Section 6661 of the California Code of Regulations requires an annual fiscal audit of the Local Transportation Fund.
- provisions of Title 2 of the Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and applicable TDA Guidelines, Audits of State, Local Governments and Non-Profits

Auditor will perform all technical and other analyses to complete the scope of work.

Auditor will receive general direction from SACOG's TDA Project Manager and the Claimant's designee.

Auditor will examine the financial statements and records of each agency and prepare an annual audit of the financial transactions and records in accordance with the applicable laws and regulations and contracts that have been entered into by the agency.

Auditor will provide the following audit services:

Transit Districts (Full Financial Audits, Including SGR, SB 125 and LCTOP):

- Yuba-Sutter Transit Authority (YSTA)

Task 1: Financial and Single audits for Smaller agencies (Paratransit Inc., Yuba Sutter Transit Authority and Unitrans)

Auditor will:

- Submit a pre-work program to each agency.

- Perform an audit of the agency’s general fund and special revenue funds. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States.
- Perform an audit and provide all required reports (and opinions) in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This audit shall also include the audit activities required to meet the audit requirements of the funds, as applicable.
- Render their auditors’ report on the basic financial statements which will include both the government-wide financial statements and Fund Financial Statements. The Auditor will also apply limited audit procedures to the Management’s Discussion and Analysis (MD&A) and Required Supplementary Information.

Deliverables	Completion*	FY
<ul style="list-style-type: none"> • Agency Audits management letter. The management letter should include a summation statement of audit findings and recommendations affecting the financial statements, internal control, accounting systems, compliance determination, and any other material matters. The management letter must also include a review and update of the findings from the prior year. 	12/30/25	24/25
	12/30/26	25/26
	12/30/27	26/27
<ul style="list-style-type: none"> • Final management letters and printed financial statements with the auditors’ opinion. Each Agency determines the number of copies. 		
<ul style="list-style-type: none"> • One (1) electronic (PDF) version of the management letters and final financial statements including the auditors’ opinion and SACOG Compliance and Fiduciary for LTF. State Transit Assistance Fund including and State of Good Repair, and Transit and Intercity Rail Capital Program and Zero Emission Transit Capital Program (SB125 funds) 		

*TDA allows a 120-day extension to complete the audits. If needed, Auditor will request an extension in writing.

Budget:

	FY 24/25	FY 25/26	FY 26/27	Total 3-Year Cost
Task 1 - Yuba-Sutter Transit Authority				
Financial Audit	\$ 26,690	\$ 27,460	\$ 28,400	\$ 82,550
Single Audit	\$ 5,700	\$ 6,070	\$ 6,300	\$ 18,070
YSTA Total	\$ 32,390	\$ 33,530	\$ 34,700	\$ 100,620
Total Contract Budget				\$100,620

Optional Extension Years: Costs for optional extension years shall not exceed the amounts included below.

	FY 27/28	FY 28/29	Total 5-Year Cost
Task 1 - Yuba-Sutter Transit Authority			
Financial Audit	\$29,550	\$30,850	\$ 142,950
Single Audit	\$6,550	\$6,800	\$ 31,420
YSTA Total	\$ 36,100	\$ 37,650	\$ 174,370
Total Contract Budget			\$174,370

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