



**Board of Directors
Regular Meeting Agenda**

Wednesday, March 30, 2022

1:30 p.m.

MTA Board of Directors

Saprina Rodriguez, Chair
Jim Tarbell, Vice Chair
Bruce Richard
Tess Albin-Smith
Eric Dahlhoff
Maureen Mulheren
Josefina Dueñas

Pursuant to Governor Newsom's Executive Orders N-29-20 revised on June 11, 2021, and Executive Order N-08-21 revised on June 11, 2021, and pursuant to AB 361, members of the MTA Board of Directors will participate in this meeting via teleconference or videoconference.

Teleconference

Zoom videoconference link provided to Board members and by request.
Please submit access request to sara@mendocinotransit.org or call MTA Administration at (707) 462-1422.

Topic: MTA Board Meeting

Time: March 30, 2022 01:30 PM Pacific Time (US and Canada)

Audio Call-in Option: +1 669 900 6833 (in CA)

Meeting ID: 851 0489 5761 Passcode: 291401

Please press mute on your phone or computer until public comments are open. The Chair will call for public comments during the Public Comment section of the agenda as well as during each agenda item discussion. Members of the public may also submit questions via email to sara@mendocinotransit.org and these comments will be read aloud during the public comment section of the meeting and be made part of the official record of the meeting. Comments must be submitted prior to the close of the comment period.

Please visit <https://mendocinotransit.org/board-meetings/> to view available agenda background documents.

AGENDA ITEMS

A. CALL TO ORDER

B. PUBLIC COMMENT

MTA Board of Directors welcomes participation in its meetings. Comments shall be limited to three (3) minutes per person so that everyone may be given an opportunity to be heard. To expedite matters and avoid repetition, whenever any group of persons wishes to address the MTA Board of Directors on the same subject matter, the Chair may request that a spokesperson be chosen by the group. This item is limited to matters under the jurisdiction of the Mendocino Transit Authority which are not on the posted agenda. Public criticism of the MTA Board will not be prohibited. No action shall be taken.

C. CONSENT CALENDAR

1. Approval of Minutes of February 23 Regular Board Meeting
2. Approval of Minutes of March 23 Special Board Meeting
3. Approval of Minutes of March 25 Special Board Meeting
4. Acceptance of Service Performance Report
5. Acceptance of Financial Reports – July 2021 through January 2022
6. Adoption of Resolution No. 2022-07 Authorizing Remote Teleconference Meetings of the Board of Directors of Mendocino Transit Authority for the period of March 30, 2022, through April 27, 2022, Pursuant to Brown Act Provisions.
7. Surplus Vehicle Disposal

D. ACTION & DISCUSSION

1. Unmet Needs: Solicit Public Input
2. Discussion and Possible Acceptance of 2020-2021 Draft Fiscal & Compliance Audit/Single Audit
3. Discussion and Possible Adoption of Resolution 2022-08 Approving the PG&E and Mendocino Transit Authority's Ten-Year Agreement for PG&E's EV Fleet Program.
4. Presentation, Discussion and Possible Adoption of Resolution 2022-09 For a Three-Year Contact between Carahsoft, Swiftly and Mendocino Transit Authority for CAD/AVL and GTFS Real Time for \$172,260.00

5. Discussion and Possible Adoption of Resolution 2022-10 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the following project(s): Purchase Zero Emission Cutaway Vehicle.
6. Presentation Discussion and Possible Approval of Resolution 2022-11 for Validator Contactless Payment Between Cal-ITP and Mendocino Transit Authority.
7. Discussion and Possible Approval of Resolution 2022-12 Authorizing the Federal funding under FTA section 5311 (49 U.S.C. SECTION 5311) and/or 5339 (49 U.S.C. SECTION 5339) with California Department of Transportation
8. Approval of Special Event: Point Arena Special Event Fringe Festival

E. DIRECTOR AND MANAGEMENT REPORTS

1. Matters from Management
2. Matters from Directors

F. ADJOURN

Anticipated adjournment is 3:30 p.m.

Americans with Disabilities Act (ADA) Compliance

Mendocino Transit Authority complies with AMERICANS WITH DISABILITIES ACT (ADA). Upon request, MTA will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternate formats pursuant to Government Code Section 54953.2 and Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). Anyone requiring reasonable accommodation in order to participate in the meeting should contact Sara Marquez at Mendocino Transit Authority by calling (707) 234-6458 or by email at sara@mendocinotransit.org at least 72 hours prior to the meeting.



Board of Directors Regular Meeting Minutes

Wednesday, February 23, 2022

1:30 p.m.

MTA Directors in Attendance

Bruce Richard
Jim Tarbell
Tess Albin-Smith
Maureen Mulheren
Saprina Rodriguez

MTA Directors Absent

Eric Dahlhoff
Josefina Dueñas

Staff in Attendance

Jacob King, Executive Director
Mark Harvey, CFO
Dawn White, Mobility Manager
Bob Butler, Maintenance Manager
Sara Marquez, Assistant Clerk of the Board

Staff Absent

Heather Lindsteadt, HR Director

Due to the Shelter in Place Order issued by Mendocino County Public Health on March 17, 2020, and pursuant to Governor Newsom's Executive Orders N-33-20 and N-25-20, members of the MTA Board of Directors participated in this meeting via teleconference or videoconference.

AGENDA ITEMS

A. CALL TO ORDER

Chair Rodriguez called the meeting to order at 1:31 p.m.

B. PUBLIC COMMENT

No public comments.

C. CONSENT CALENDAR

1. Approval of Minutes of January 26, 2022 Regular Board Meeting
2. Acceptance of Service Performance Report
3. Acceptance of Financial Reports – July 2021 through December 2021
4. Adoption of Resolution No. 2022-03 Authorizing Remote Teleconference Meetings of the Board of Directors of Mendocino Transit Authority for the period of February 23, 2022, through March 23, 2022 Pursuant to Brown Act Provisions.
5. Approval of Executive Director Conference Request – CALACT Spring Conference & Expo April 19-22, 2022

Upon Motion by Director **Tarbell** seconded by Director **Mulheren** the Board approved Consent Calendar items C.1 through C.5 by roll call vote. **AYES:** Tarbell, Richard, Mulheren, Chairwoman Rodriguez **NOES:**0, **ABSTAIN:** 0, **ABSENT:** Albin-Smith, Dueñas, Dahlhoff,

D. ACTION & DISCUSSION

1. Unmet Needs: Members of the public requested a bus stop in Talmage to serve the corridor there.
2. Discussion and Possible Approving Grant Application for 5310 to Continue MTA's Mobility Management Program and Authorizing MTA Executive Director, Jacob King, to apply for 5310 Grant Funding in the amount of \$300,000.

Director Albin-Smith joined the meeting at 1:36pm

Upon Motion by Director **Tarbell** seconded by Director **Albin-Smith** the Board approved Resolution 2022-04 Grant Application for 5310 to Continue MTA's Mobility Management Program and Authorizing MTA Executive Director, Jacob King, to apply for 5310 Grant Funding in the amount of \$300,000. by roll call vote. **AYES:** Tarbell, Richard, Albin-Smith, Mulheren, Chairwoman Rodriguez **NOES:**0, **ABSTAIN:** 0, **ABSENT:** Dueñas, Dahlhoff.

3. Discussion and Possible Adoption of Resolution 2022-05 Approving Federal Transit Administration Certifications and Assurances Fiscal Year 2022.

Upon Motion by Director **Tarbell** seconded by Director **Albin-Smith** the Board approved Federal Transit Administration Certifications and Assurances Fiscal Year 2022. by roll call vote. **AYES:** Tarbell, Richard, Albin-Smith, Mulheren, Chairwoman Rodriguez **NOES:**0, **ABSTAIN:** 0, **ABSENT:** Dueñas, Dahlhoff.

E. DIRECTOR AND MANAGEMENT REPORTS

1. Matters from Management

Jacob King, Executive Director, reported that he had a meeting with Route Match last week the meeting resulted in a new agreement that MTA will no longer use Route Match for Fixed Route, Route Match will continue to provide their service for Dial- A- Ride. Staff is researching other systems that will work for us and will bring back information to the board at a later board meeting.

Executive Director King also introduced to the meeting **Luis Martinez Operations Manager** and **Rebekkah Mendez HR Assistant**. Who is to be acting as HR Director because **Heather Lindsteadt, HR Director** is going to be on leave until April.

Maintenance Manager Bob Butler reported that the 2 electric vehicles for Willits are almost ready and training staff is in the process of training drivers on those vehicles. Maintenance Manager Butler also mentioned that he still working with PG& E to discuss the issues with the power to charge the vehicles.

Mark Harvey, CFO reported that he is working to complete the audit which it will be presented on the next board meeting along with the financial statements for January.

Rebekkah Mendez HR Assistant gave an update on the recruitments, which she mentioned that MTA still recruiting Transit Vehicle Cleaner, Fort Bragg, and South Coast Drivers. Rebekkah Mendez also mentioned that the recruitment/ career fair in Fort Bragg went well.

Luis Martinez Operations Manager reported that he is back in the office and has been working on restoring the routes as they were before the Pandemic, he mentioned that it has been hard putting all the pieces together, but he is working on getting them all line up.

2. Matters from Directors

Director Richard, mentioned that he was a little upset due to the confusing resolutions numbers he recommended Executive Director to make sure everything is right before it goes in, and on the other hand, he would like to recognize the performance report numbers, he mentioned that they look good.

Director Albin-Smith agreed that the performance report numbers looked better than before.

Chairwoman Rodriguez shared that she is very grateful to all members and staff of MTA for all their hard work she appreciated all of the team effort. Chairwoman Rodriguez also asked Executive Director Jacob King to put together the current list of grants for discussion on a future agenda.

F. CLOSED SESSION

Closed Session Pursuant to Government Code 54957: Public Employee Performance Evaluation – Executive Director

G. ANNOUNCEMENT OUT OF CLOSED SESSION-NO REPORT.

H. ADJOURN

Meeting adjourned at 2:27 p.m.

DRAFT



Board of Directors Special Meeting Minutes

Wednesday, March 22, 2022

1:30 p.m.

MTA Directors in Attendance

Bruce Richard
Jim Tarbell
Eric Dahlhoff
Josefina Dueñas
Maureen Mulheren
Saprina Rodriguez

MTA Directors Absent

Tess Albin-Smith

Staff in Attendance

Jacob King, Executive Director
Mark Harvey, CFO
Dawn White, Mobility Manager
Bob Butler, Maintenance Manager
Sara Marquez, Assistant Clerk of the Board

Staff Absent

Heather Lindsteadt, HR Director

Due to the Shelter in Place Order issued by Mendocino County Public Health on March 17, 2020, and pursuant to Governor Newsom's Executive Orders N-33-20 and N-25-20, members of the MTA Board of Directors participated in this meeting via teleconference or videoconference.

AGENDA ITEMS

A. CALL TO ORDER

Vice Chair Tarbell called the meeting to order at 1:34 p.m. and adjourned the meeting at 1:37p.m. due to technical difficulties

B. PUBLIC COMMENT

No public comments.

C. ACTION & DISCUSSION

1. Unmet Needs: Solicit Public Input
2. Discussion and Possible Adoption of Resolution No. 2022-06 Authorizing Remote Teleconference Meetings of the Board of Directors of Mendocino Transit Authority for the period of March 22, 2022, through March 30, 2022, Pursuant to Brown Act Provisions.

D. DIRECTOR AND MANAGEMENT REPORTS

1. Matters from Management
2. Matters from Directors

E. ADJOURN

Meeting adjourned at 1:37p.m.

Americans with Disabilities Act (ADA) Compliance

Mendocino Transit Authority complies with AMERICANS WITH DISABILITIES ACT (ADA). Upon request, MTA will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternate formats pursuant to



Board of Directors Special Meeting Minutes

Friday, March 25, 2022

4:30 p.m.

MTA Directors in Attendance

Jim Tarbell
Bruce Richard
Tess Albin-Smith
Eric Dahlhoff
Saprina Rodriguez

MTA Directors Absent

Maureen Mulheren
Josefina Dueñas

Staff in Attendance

Jacob King, Interim Executive Director
Bob Butler, Maintenance manager
Mark Harvey, CFO
Sara Marquez, Assistant Clerk of the Board

Staff Absent

Heather Lindsteadt, HR Director
Dawn White, Mobility Manager

Due to the Shelter in Place Order issued by Mendocino County Public Health on March 17, 2020, and pursuant to Governor Newsom's Executive Orders N-33-20 and N-25-20, members of the MTA Board of Directors participated in this meeting via teleconference or videoconference.

AGENDA ITEMS

A. CALL TO ORDER

Vice Chair Tarbell called the meeting to order at 4:35 p.m.

B. PUBLIC COMMENT

No public comments.

C. ACTION & DISCUSSION

1. Discussion and Possible Adoption of Resolution No 2022-06 Authorizing Remote Teleconference Meetings of the Board of Directors of Mendocino Transit Authority for the period of March 25, 2022 through March 30, 2022, Pursuant to Brown Act Provisions.

Chairwoman Rodriguez joined the meeting at 4:39 p.m.

Upon Motion by Director **Albin- Smith** seconded by Director **Richard** the Board approved Resolution 2022-06 Remote Teleconference Meetings of the Board of Directors of Mendocino Transit Authority for the period of March 25, 2022 through March 30, 2022 by roll call vote. **AYES:** Tarbell, Richard, Albin-Smith Dahlhoff, and Chairwoman Rodriguez **NOES:**0, **ABSTAIN:** 0, **ABSENT:** Mulheren, Dueñas,

D. DIRECTOR AND MANAGEMENT REPORTS

1. Matters from Management

No reports.

2. Matters from Directors

No Matters from directors

E. ADJOURN

Vice Chair Tarbell adjourned the meeting at 4:40 p.m.

**Mendocino Transit Authority
Performance Summary
FY 21/22**

RIDERSHIP-FIXED ROUTE/DAR	Oct-21	Nov-21	Dec-21	2nd QTR 21-22	2nd QTR 20-21
ADULT	2775	2668	2615	8058	5787
SENIORS	2312	2146	2261	6719	5955
DISABLED	1709	1538	1522	4769	2376
PCA	83	63	70	216	122
COLLEGE	630	625	435	1690	414
FREE	31	17	1	49	42
CHILD	93	97	106	296	245
YOUTH PASSES	0	0	0	0	0
MONTHLY PASSES	488	416	395	1299	755
TRANSFERS	471	458	426	1355	755
STAFF PASSES	58	13	34	105	20
WHEELCHAIR	537	517	377	1431	898
BIKES	155	116	111	382	278
TOTAL RIDERSHIP	8650	8041	7865	24556	16471
OPERATIONS					
TOTAL SERVICE DAYS (Mon-Fri)	30	29	29		65
VEHICLE SERVICE HOURS	2766.19	2538.47	2877.83	8182.49	4804.83
PASSENGERS PER HOUR	3.13	3.17	2.73	3.00	3.43
VEHICLE SERVICE MILES	44928	41966	50669	137563	96324.08
PASSENGER PER MILE	0.19	0.19	0.16	0.18	0.17
COSTS					
MONTHLY EXPENSES (Operating Costs)	\$422,698.90	\$393,886.21	\$486,056.65	\$1,302,641.76	\$1,014,050.85
COST PER PASSENGER	\$48.87	\$48.98	\$61.80	\$53.05	\$61.57
COST PER MILE	\$9.41	\$9.39	\$9.59	\$9.47	\$10.53
COST PER HOUR	\$152.81	\$155.17	\$168.90	\$159.20	211.0482265
REVENUE					
FIXED ROUTE/DAR FAREBOX REVENUE	\$44,401.75	\$28,115.67	\$37,070.17	\$109,587.59	\$47,720.04
ADVERTISING SALES	\$8,411.03	\$5,959.75	\$24,442.00	\$38,812.78	\$26,268.37
AG VAN LEASE	\$0.00	\$6,984.00	\$0.00	\$6,984.00	2851110%
TOTAL FAREBOX RATIO	12%	10%	13%	12%	0.10107926
OPERATING COST					
MCOG PERFORMANCE MEASURE					
DIAL-A-RIDE	1535	1438	1606	4579	3111
PASSENGERS PER HOUR /STANDARD 4.5	2.05	2.01	2.03	2.03	1.99
FAREBOX RATIO /STANDARD 10%	9.32%	11.00%	12.37%	10.90%	12.24%
OPERATING COST PER HOUR /STANDARD \$91.70	\$84.83	\$82.60	\$92.00	\$86.47	\$97.44
COST PER PASSENGER /STANDARD \$20.38	\$41.31	\$41.09	\$45.40	\$42.60	\$48.89
SHORT DISTANCE BUS ROUTES*	4353	4132	3854	12339	8911
PASSENGERS PER HOUR /STANDARD 14	4.10	4.27	3.50	3.96	3.92
FAREBOX RATIO /STANDARD 10%	15.93%	12.63%	14.87%	14.48%	10.42%
OPERATING COST PER HOUR /STANDARD \$85.19	\$191.07	\$197.14	\$211.15	\$199.79	\$196.07
COST PER PASSENGER /STANDARD \$6.09	\$42.73	\$41.94	\$55.49	\$46.72	\$50.07
LONG DISTANCE BUS ROUTES**	2762	2471	2405	7638	4449.00
PASSENGERS PER HOUR /STANDARD 3.2	2.64	2.62	2.24	2.50	1.76
FAREBOX RATIO /STANDARD 10%	9.97%	7.85%	10.38%	9.40%	8.99%
OPERATING COST PER HOUR /STANDARD \$92.18	\$165.79	\$171.07	\$185.81	\$174.22	\$164.39
COST PER PASSENGER /STANDARD \$28.80	\$62.75	\$65.36	\$82.86	\$70.32	\$93.45



FY 21-22 RIDERSHIP PERFORMANCE BY ROUTE

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2021-22 YTD	2020-21 YTD	# Change	% Change
01 - Willits Local	587	593	481	497	456	431	400	452	0	0	0	0	3897	2562	1,335	52%
03 - Ukiah - DAR	1068	971	976	961	890	1013	663	642	0	0	0	0	7184	4835	2,349	49%
04 - Fort Bragg - DAR	580	572	574	574	548	593	502	564	0	0	0	0	4507	3530	977	28%
05 - BraggAbout	498	484	461	390	409	378	308	391	0	0	0	0	3319	3836	(517)	-13%
07 - Jitney	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
08 - Ukiah Evening-Not Operating	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
09 - Ukiah Local	3096	3006	3191	3286	3087	2861	2880	2920	0	0	0	0	24327	18233	6,094	33%
20 - Willits - Ukiah	966	1085	1336	1382	1189	1089	1149	1350	0	0	0	0	9546	5035	4,511	90%
60 - Coaster	235	251	293	295	266	256	248	234	0	0	0	0	2078	1709	369	22%
64 - Ukiah to Fort Bragg-Not Operating	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
65 - Fort Bragg to Santa Rosa	557	470	466	406	405	434	406	380	0	0	0	0	3524	0	3,524	0%
65A - New Route 65-Not Operating	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
74 - Saturday Gualala-Ukiah	77	43	35	52	33	28	25	31	0	0	0	0	324	208	116	56%
75 - M-F Gualala to Ukiah	259	411	522	448	374	406	328	291	0	0	0	0	3039	1782	1,257	71%
95 - Pt. Arena to Santa Rosa	200	183	192	179	204	192	172	191	0	0	0	0	1513	427	1,086	254%
97 - Redwood Coast Regional	86	113	204	180	180	183	74	104	0	0	0	0	1124	0	1,124	0%
Monthly Totals	8209	8182	8731	8650	8041	7864	7155	7550	0	0	0	0	64382	42157	22,225	53%



FY 21-22 AVERAGE DAILY RIDERS BY ROUTE-Weekday

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2021-22 YTD
01 - Willits Local	30.90	29.50	25.24	24.95	25.58	19.96	21.50	25.74					203.37
05 - BraggAbout	26.90	23.91	22.76	21.67	23.45	21.00	18.20	21.68					179.57
07 - Jitney	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					0.00
09 - Ukiah Local	146.43	132.81	149.34	153.29	151.52	122.96	144.10	149.47					1149.92
20 - Willits - Ukiah	50.00	52.05	68.67	71.76	66.53	51.30	62.00	75.42					497.73
60 - Coaster	50.38	13.41	18.33	17.67	25.53	17.39	25.40	20.32					188.43
65 - Fort Bragg to Santa Rosa	45.59	57.73	55.77	43.38	44.33	50.65	49.57	50.60					397.62
75 - M-F Gualala to Ukiah	13.38	20.95	26.62	23.29	21.26	19.26	17.45	16.26					158.47
95 - Pt. Arena to Santa Rosa	8.73	8.27	8.55	8.95	9.33	8.35	7.19	8.55					67.92
Monthly Totals	372.31	338.63	375.28	364.96	367.53	310.87	345.41	368.04	0.00	0.00	0.00	0.00	2843.03



FY 21-22 AVERAGE DAILY RIDERS BY ROUTE-Saturdays

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2021-22 YTD
09 - Ukiah Local	66.00	73.25	78.25	79.75	75.75	68.00	57.00	65.00					563.00
65 - Fort Bragg to Santa Rosa	45.80	46.00	39.75	44.40	51.5	63.00	35.40	50.50					376.35
74 - Saturday Gualala-Ukiah	15.40	10.75	9.00	10.40	8.25	9.33	6.25	7.75					77.13
95 - Pt. Arena to Santa Rosa	4.80	3.50	8.50	3.00	4.50	5.33	4.20	6.50					40.33
Monthly Totals	132.00	133.50	135.50	137.55	140.00	145.66	102.85	129.75	0.00	0.00	0.00	0.00	1056.81



FY 21-22 AVERAGE DAILY RIDERS BY ROUTE-Sundays

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	2021-22 YTD
95 - Pt. Arena to Santa Rosa	3.25	3.40	3.50	3.50	4.75	4.33	4.20	3.75					30.68
Monthly Totals	3.25	3.40	3.50	3.50	4.75	4.33	4.20	3.75	0.00	0.00	0.00	0.00	30.68



Meeting Date: March 30th, 2022

Agenda Item: # C.5

AGENDA SUMMARY REPORT

SUBJECT:

Preliminary Unaudited Financial Statements July 2021 – January 2022

SUMMARY:

Preliminary Unaudited Financial Reports for the Months of July 2021 through January 2022 from MTA's QuickBooks accounting system including the Statement of Net Position and Statement of Revenues and Expenses.

Revenue of \$3,372,678 is 52.8% of budgeted revenue of \$6,389,846 for the year, with 58.3% of year elapsed.

Expenses of \$3,020,729 are 51.9% of budgeted expenses of \$5,819,293 for the year, with 58.3% of year elapsed.

STAFF RECOMMENDATION:

Accept Unaudited Financial Statements for July 2021 through January 2022.

ATTACHMENTS:

Statement of Net Position as of January 31st, 2022
Statement of Revenues and Expenses July 2021 – January 2022

Mendocino Transit Authority
Statement of Net Position
As of January 31st, 2022

ASSETS

Current Assets

Checking/Savings

101.900 - Cash

101.100 - Cash-Operating

Operating Cash 419,275

LCTOP Operating 164,787

Senior Operating 141,201

Payroll & Benefits Operating 210,162

Total 101.100 - Cash-Operating Total 935,426

101.200 - Cash-Capital

101.202 - Capital Wkg-MUNIS #4100 542,681

101.203 - Cap CALOES -MUNIS #4140 2,363

101.204 - Capital PTMISEA-MUNIS #4230 271,553

101.227 - Cap LCTOP-Umpqua #2776 19

Total 101.200 - Cash-Capital 816,616

Total 101.900 - Cash 1,752,042

Total 102.000 - Accounts Receivable 549,469

Other Current Assets

Total 102.300 - Grants Receivable 1,183,503

Total 102.100 - Accounts Receivable Other 103,367

Total 103.990 - Inventory 20,393

Total 104.199 - Prepaid Expenses Total 136,900

Total 104.200 - Undeposited Funds 0

Total Other Current Assets 1,444,162

Total Current Assets 3,745,672

Fixed Assets

Total 111.900 - Fixed Assets 21,114,752

Total 111.910 - Accumulated Depreciation -13,016,014

Total 115.900 - Construction in Progress 49,293

Total 121.900 - Intangible Total 15,000

Total 121.910 - Accum Amortization Total -15,000

Total Fixed Assets 8,148,031

Other Assets

Total 131.900 - Deferred Outflows of Resource 773,800

Total Other Assets 773,800

TOTAL ASSETS 12,667,503

Mendocino Transit Authority
Statement of Net Position
As of January 31st, 2022

March 30th, 2022
Agenda Item #C.5

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Total Accounts Payable 136,656

Total Credit Cards 75

Other Current Liabilities

Deferred Grant Revenue 820,227

CalPERS Loan Repayments 1,124

205.700 - Uncashed Checks 8,862

205.900 - Accruals Total

205.200 - Accrued Payroll 71,556

205.300 - Accrued Retirement 6,483

205.400 - Accrued Deferred Comp 4,247

205.500 - Accrued Vacation 143,470

205.600 - Accrued Sick Leave 76,384

Total 205.900 - Accruals Total 302,138

Total Other Current Liabilities 1,132,351

Total Current Liabilities 1,269,082

Long Term Liabilities

231.900 - Prov-Restricted Funds

231.100 - Provision for Liability 29,432

231.200 - Provision for Vehicle Damage 10,103

231.300 - Provision for Unemployment 111,922

231.400 - Provision for Cafeteria Plan 17,272

231.500 - Provision for Worker's Comp 199

Total 231.900 - Prov-Restricted Funds 168,928

235.300 - Deferred Inflows of Resource 140,738

235.910 - Pension Liabilities 2,079,339

Total Long Term Liabilities 2,389,005

Total Liabilities 3,658,087

Equity

Total 399.900 - Equity 9,273,818

Net Income -264,401

Total Equity 9,009,416

TOTAL LIABILITIES & EQUITY 12,667,503

Mendocino Transit Authority
Statement of Revenues, Expenses
July 2021-January 2022

March 30th, 2022
Agenda Item #C.5

	TOTAL		
	Jul '21 - Jan '22	Budget	% of Budget
Ordinary Income/Expense			
Income			
411.000 · OPERATING REVENUE.			
401.100 · Fares-Passengers	90,471	460,000	19.7%
413.000 · Redwood Coast Regional Center	40,081	65,000	61.7%
409.200 · Sonoma County Contract	103,367	177,200	58.3%
Total 411.000 · OPERATING REVENUE.	233,919	702,200	33.3%
420.000 · REVENUES FROM OTHER SOURCES			
413.113 · 5311 CARES Assistance	0	650,000	0.0%
406.100 · Advertising Contract	72,224	100,000	72.2%
Total 407.100 · Maintenance Revenue	14,641	49,500	29.6%
407.400 · Investment(Interest) Income	4,069	7,500	54.3%
407.500 · Other - Fuel Rebates, Etc.	9,312	4,000	232.8%
409.100 · Local Transportation Fund (LTF)	2,003,337	3,434,291	58.3%
409.110 · State Transit Assistance (STA)	382,212	455,221	84.0%
422.000 · 5310 Operating Assistance	36,459	0	n/a
413.101 · 5311 Operating Assistance	310,170	552,134	56.2%
413.110 · 5311(f) Operating Assistance	160,104	300,000	53.4%
411.100 · LCTOP Cap & Trade - Operating	0	90,000	0.0%
426.000 · Ag Van Leases	26,836	45,000	59.6%
409.101 · MCOG - SGR/Caltrans SB1	119,396	0	n/a
Total 420.000 · REVENUES FROM OTHER SOURCES	3,138,759	5,687,646	55.2%
Total Income	3,372,678	6,389,846	52.8%
Expense			
Total 501.100 · WAGES	1,671,453	2,934,832	57.0%
Total 510.000 · BENEFITS	561,752	1,456,831	38.6%
520.000 · SERVICE/USER FEES			
521.000 · Vehicle Technical Services	-218	8,500	-2.6%
521.250 · Towing	517	3,200	16.2%
521.500 · Property Maintenance Services	75	2,750	2.7%
521.700 · Contract IT Services	11,500	30,000	38.3%
503.202 · Legal Counsel	3,946	25,000	15.8%
508.100 · Purch. Trans (Willits DAR)	536	2,400	22.3%
523.000 · Marketing	8,337	8,000	104.2%
509.300 · Advertising, Legal Notices	27,806	18,000	154.5%
524.000 · Software Maintenance Fees	33,428	45,000	74.3%
524.200 · Drug & Alcohol Services	4,443	6,000	74.0%
525.000 · Facility Security System	734	1,500	48.9%
525.500 · Accident / Incident Payables	350	15,000	2.3%
503.200 · Professional & Technical Svcs	43,716	134,380	32.5%
Total 520.000 · SERVICE/USER FEES	135,169	299,730	45.1%
530.000 · MATERIALS & SUPPLIES			
504.110 · Fuel	209,296	400,000	52.3%
504.120 · Tires	3,391	35,000	9.7%
504.115 · Lubrication	7,851	25,000	31.4%
532.500 · Tools	487	1,500	32.5%
Total 504.100 · Vehicle Maint & Repair Parts	54,403	50,000	108.8%
Total 504.200 · Expensed Parts	3,567	2,500	142.7%
504.610 · Shop Supplies	1,847	20,000	9.2%
504.620 · Facilities,Maint & Repair Parts	27,466	35,000	78.5%
504.400 · Office Supplies	15,308	25,000	61.2%
509.200 · Printing (Schedules,brochures)	3,913	7,000	55.9%
536.700 · Computer Programs & Supplies	10,784	4,500	239.6%

Mendocino Transit Authority
Statement of Revenues, Expenses
July 2021-January 2022

March 30th, 2022
Agenda Item #C.5

	TOTAL		
	Jul '21 - Jan '22	Budget	% of Budget
537.000 · Safety & Emergency Supplies	3,528	1,500	235.2%
537.500 · Other Materials & Supplies	17,219	14,000	123.0%
Total 530.000 · MATERIALS & SUPPLIES	359,059	621,000	57.8%
540.000 · UTILITIES.			
541.000 · MTA Base -Water, Sewer & Waste	4,930	15,000	32.9%
541.250 · FB-Water,Sewer, Waste & Propane	3,229	6,000	53.8%
541.500 · Willits-Water, Sewer & Waste	1,418	3,000	47.3%
542.000 · PG&E-Ukiah, Fort Bragg,Willits	5,822	7,600	76.6%
543.000 · TPX- Ukiah Phones / Internet	20,267	42,000	48.3%
543.250 · Comcast-Fort Bragg Phones/Inter	774	1,100	70.3%
544.000 · Verizon-Admin / OPS Cellular	13,398	12,000	111.7%
Total 540.000 · UTILITIES.	49,837	86,700	57.5%
Total 560.000 · VEHICLE,CASUALTY & LIABILITY	207,332	360,000	57.6%
570.000 · TAXES			
571.000 · Taxes-State Bd of Equalization	252	600	42.0%
572.000 · Vehicle Licensing & Reg Fees	83	1,700	4.9%
Total 570.000 · TAXES	335	2,300	14.6%
580.000 · MISCELLANEOUS			
504.510 · Dues & Subscriptions	6,666	16,000	41.7%
502.700 · Travel	17,390	30,000	58.0%
582.250 · Board Expenses	0	500	0.0%
583.000 · Safety Program	0	1,000	0.0%
509.800 · Training	3,584	4,500	79.6%
584.500 · CDL & DOT Physical Expenses	3,819	3,500	109.1%
Total 580.000 · MISCELLANEOUS	31,459	55,500	56.7%
590.000 · LEASES & RENTALS			
591.000 · Leases & Rentals	4,333	2,400	180.6%
Total 590.000 · LEASES & RENTALS	4,333	2,400	180.6%
Total Expense	3,020,729	5,819,293	51.9%
 Net Income Before Depreciation	 351,949	 570,553	 61.7%
 Depreciation Expense	 616,350		
 Net Income After Depreciation	 -264,401		



Meeting Date: March 30, 2022

Agenda Item: C.6

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Adoption of Resolution No. 2022-07 Authorizing Remote Teleconference Meetings of the Board of Directors of Mendocino Transit Authority for the period of March 30, 2022, through April 27, 2022 Pursuant to Brown Act Provisions.

SUMMARY:

The purpose of this item is to decide if Mendocino Transit Authority Board of Directors will continue virtual meetings or return to pre pandemic in-person meetings. In accordance with AB 361 the MTA Board must consider adoption of subsequent resolutions every 30 days to continue conducting virtual meetings during a declared State of Emergency in California.

The MTA Board of Directors has adopted the following Resolutions related to AB 361:

- Resolution 2021-18 on September 30, 2021, which authorized virtual Board meetings through October 30, 2021.
- Resolution 2021-19 on October 27, 2021 which authorized virtual Board meetings through November 27, 2021.
- Resolution 2021-21 on November 18, 2021 which authorized virtual Board meetings through December 18, 2021.
- Resolution 2021-22 on December 8, 2021 which authorized virtual Board meeting through January 8, 2022.
- Resolution 2022-01 on January 6, 2022 which authorized virtual Board meeting through February 5, 2022
- Resolution 2022-02 on January 26, 2022 which authorized virtual Board meeting through February 26, 2022
- Resolution 2022-03 on February 23, 2022 which authorized virtual Board meeting through March 23, 2022
- Resolution 2022-06 on March 25, 2022 which authorized virtual Board meeting through March 30, 2022

Adopt Resolution 2022-07 Authorizing virtual Board Meetings for the period of March 30, 2022 through, April 27, 2022

ATTACHMENTS

Resolution 2022-07 Authorizing Remote Teleconference Meetings of the Board of Directors of Mendocino Transit Authority for the period of March 30, 2022 through April 27, 2022, Pursuant to Brown Act Provisions.



RESOLUTION NO. 2022-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MENDOCINO TRANSIT AUTHORITY PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2021, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF MENDOCINO TRANSIT AUTHORITY FOR THE PERIOD MARCH 30, 2022 THROUGH APRIL 27, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, MENDOCINO TRANSIT AUTHORITY is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Mendocino Transit Authority's Board of Directors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Agency's Board conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of the Board of Directors, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Agency's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person may present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-18 on September 29, 2021, finding that the requisite conditions exist for the Board of Directors of Mendocino Transit Authority to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the MTA Jurisdiction, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the MTA jurisdiction, specifically, a State of Emergency remains active related to the SARS-CoV-2 pandemic, and

WHEREAS, the Board of Directors of Mendocino Transit Authority does hereby find that the SARS-CoV-2 virus continues to impact our community, and, in-person meetings may create an environment where transmission of SARS-CoV-2 could be spread and has caused, and will continue to cause,

conditions of peril to the safety of persons within the Agency that are likely to be beyond the control of services, personnel, equipment, and facilities of the Agency, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the Board of Directors of Mendocino Transit Authority shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, Mendocino Transit Authority Board of Directors will continue to post an Agenda online, in accordance with Brown Act requirements, make the meetings available and accessible online, and allow for public participation in the meetings of the Board of Directors.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MENDOCINO TRANSIT AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the MTA jurisdiction and proclaims that a local emergency persists, and meeting in-person would create an imminent risk.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2021.

Section 4. Remote Teleconference Meetings. The MTA Executive Director and staff and Board of Directors of Mendocino Transit Authority are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) March 23, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of Mendocino Transit Authority may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of Mendocino Transit Authority this 30th day of March, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

MTA Board Chair, Saprina Rodriguez



Meeting Date: March 30 2022

Agenda Item: C.7

Surplus Vehicle List

Mendocino Transit Authority is offering 6 vehicles to our joint power members. These vehicles have been determined to be past their useful life for MTA.

0612: 2006 Ford, **VIN:** 1FDWE35L76DA89210, **License plate:** 1261060, **Mileage:** 114,912
Condition: Fair, **Seats:** 9, **Minimum bid:** \$1,000

0619: 2010 Ford, **Vin:** 1FDEE3FL3BDA02603, **License plate:** 1358287, **Mileage:** 108,231
Condition: Good, transmission problems, but drive-able, **Seats:** 9, **Minimum bid:** \$2,500

0806: 2012, **Vin:** 4DRASAAP6CJ620393, **License plate:** 1385824, **Mileage:** 200,296
Condition: Good, emission issues, **Seats:** 28, **Minimum bid:** \$2,500

0807: 2012, **Vin:** 4DRASAAP4CJ620392, **License plate:** 1385823, **Mileage:** 200,434
Condition: Good, emission issues, **Seats:** 28, **Minimum bid:** \$2,500

0903: 1997 Gillig 35 ft, **Vin:** 15GCB2018V1088849, **License plate:** 040143, **Mileage:** 239,300
Condition: Transmission cracked, **Seats:** 32, **Minimum bid:** Make offer

AG01: 2009 Ford Escape, **Vin:** 1FMCU49329KB62750, **License plate:** 1321271, **Mileage:** 100,664
Condition: Body and axle damage, **Seats:** 5, **Minimum bid:** Make offer

These vehicles will be auctioned off to the public starting May 2022, if not purchased by eligible joint power members. All six vehicles are available for inspection at MTA, located at 241 Plant Rd in Ukiah, CA 95482.

If interested, please contact Bob Butler by phone at (707) 621-1038 or email at bob@mendocinotransit.org.

Bob Butler, Maintenance Manager

Date

2021-2022 UNMET NEEDS REQUESTS

Date	City	Requestor	Service Requested
7/28/2021	Ukiah	Executive Director	Transit Center
8/25/2021	Ukiah	Director Richard	Resume services linking inland to the coast - Ukiah to North Coast in the morning and back again in the afternoon.
8/25/2021	Fort Bragg	Director Tarbell	Resume pre-pandemic service to coastal communities
12/8/2021	Fort Bragg	Director Albin-Smith	Requested weekend service in Fort Bragg on a regular basis
02/14/2022	Willits	Steven Wright William Kappelman	Bus Stop at Waugh Lane at Talmage Ave. Both Northbound and Southbound #9 Local

2020-2021 UNMET NEEDS REQUESTS

Date	City	Requestor	Service Requested
7/29/2020		Director Richard	Round Trip service from Ukiah to South Coast and round trip service from Ukiah to Fort Bragg/Mendocino
1/27/2021	Point Arena	Director Dahlhoff	Addition of local South Coast service Gualala to Manchester
1/28/2021	Potter Valley	Community Member	Addition of transit service to Potter Valley
1/28/2021	Mendocino County	MTA/MCOG Identified Need	Micro transit services for the communities of Brooktrails, Potter Valley, Hopland, Covelo and Laytonville
2/24/2021	MTA Board Meeting	Director Tarbell	Service to the towns both inland and coastal communities with possible one day per week service roundtrip (Covelo, Leggett, Westport, Comptche, etc.)
2/24/2021	MTA Board Meeting	Director Tarbell	The Woods retirement community
3/31/2021	MTA Board Meeting	Director Tarbell	Resumption of Route #60
05/12/2021	MTA Board Meeting	Chair Rodriguez	Service to Covelo and Laytonville.



Meeting Date: March 30, 2022

Agenda Item: D.2

AGENDA SUMMARY REPORT

Discussion and Possible Acceptance of Draft Fiscal & Compliance Audit/Single Audit for Fiscal Year 2020-2021.

SUMMARY:

As required by the Transit Development Act (TDA) Statutes and California Code of Regulations, PUC 99245, each transportation planning agency, transit board and county transportation commission shall ensure that all claimants to who it directs the allocation of Local Transportation Funds (LTF) shall submit to them an annual certified fiscal audit conducted by an entity other than the claimant.

2 CFR Part 200 Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

STAFF RECOMMENDATION:

Accept the Draft Fiscal Year 2020-2021 Annual Fiscal and Compliance Audits.

ATTACHMENTS:

Mendocino Transit Authority Basic Financial Statements June 30, 2021.

Mendocino Transit Authority Single Audit Report June 30, 2021.

DRAFT

3/4/2022

To be used only for management discussion purposes; engagement is incomplete; this draft is subject to final review and possible revision. **Report/Letter date is TENTATIVE-TBD**

MENDOCINO TRANSIT AUTHORITY

UKIAH, CALIFORNIA

BASIC FINANCIAL STATEMENTS

JUNE 30, 2021

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Mendocino Transit Authority
Ukiah, California

We have audited the accompanying basic financial statements of the business-type activities and the major fund of Mendocino Transit Authority as of June 30, 2021 and for the fiscal year then ended, as listed in the table of contents. These basic financial statements are the responsibility of Mendocino Transit Authority's management. Our responsibility is to express an opinion on these basic financial statements based on our audit.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's Minimum Audit Requirements for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the major fund of Mendocino Transit Authority, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Report on Summarized Comparative Information

We have previously audited Mendocino Transit Authority's 2020 financial statements, and our report dated February 24, 2021, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-6 and the required supplementary information on pages 22-23 be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated **XX/XX/XX**, on our consideration of Mendocino Transit Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Mendocino Transit Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

R. J. Ricciardi, Inc.
Certified Public Accountants

San Rafael, California

Mendocino Transit Authority
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2021

This section of Mendocino Transit Authority's (the Authority's) basic financial statements presents management's overview and analysis of the financial activities of the organization for the fiscal year ended June 30, 2021. The Authority is a Joint Powers Authority entered into by the County of Mendocino and the four incorporated cities in the County. It administers transportation programs to the public with specialized services for seniors and the disabled. We encourage the reader to consider the information presented here in conjunction with the basic financial statements as a whole.

Introduction to the Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's audited financial statements, which are comprised of the basic financial statements prepared in accordance with the accounting principles generally accepted in the United States of America.

The required financial statements include the Statement of Net Position; the Statement of Revenues, Expenses and Changes in Fund Net Position; the Statement of Cash Flows, and the Notes to Basic Financial Statements. All sections must be considered together to obtain a complete understanding of the financial picture of the Authority.

Statement of Net Position

This statement includes all assets and liabilities using the accrual basis of accounting as of the statement date. The difference between the two classifications is represented as "Net Position"; this section of the statement identifies major categories of restrictions on these assets and reflects the overall financial position of the Authority as a whole.

Statement of Revenues, Expenses and Changes in Fund Net Position

This statement presents the revenues earned and the expenses incurred during the year using the accrual basis of accounting. Under accrual basis, all increases or decreases in net position are reported as soon as the underlying event occurs, regardless of the timing of the cash flow. Consequently, revenues and/or expenditures reported during this fiscal year may result in changes to cash flows in a future period.

Statement of Cash Flows

This statement reflects inflows and outflows of cash, summarized by operating non-capital financing and related financing, capital, and investing activities. The direct method was used to prepare this information, which means that gross rather than net amounts were presented for the year's activities.

Notes to the Financial Statements

This additional information is essential to a full understanding of the data reported in the basic financial statements.

Mendocino Transit Authority
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2021

Analytical Overview

Table 1
Business-Type Net Position

	2021	2020	2019
Current assets	\$ 3,480,387	\$ 3,287,983	\$ 2,739,290
Capital assets	8,693,690	9,687,561	10,397,496
Total assets	<u>12,174,077</u>	<u>12,975,544</u>	<u>13,136,786</u>
Deferred outflows of resources	<u>773,800</u>	<u>717,349</u>	<u>705,833</u>
Current liabilities	1,353,569	2,075,312	1,054,453
Long-term liabilities	2,177,528	1,797,406	1,563,664
Total liabilities	<u>3,531,097</u>	<u>3,872,718</u>	<u>2,618,117</u>
Deferred inflows of resources	<u>140,738</u>	<u>181,311</u>	<u>148,130</u>
Net position			
Invested in capital assets	8,693,690	9,687,561	10,397,496
Unrestricted	(553,872)	(1,401,553)	(687,971)
Restricted	<u>1,136,224</u>	<u>1,352,856</u>	<u>1,366,847</u>
Total net position	<u>\$ 9,276,042</u>	<u>\$ 9,638,864</u>	<u>\$ 11,076,372</u>

The Authority's governmental net position amounted to \$9,276,042 as of June 30, 2021, a decrease of \$362,822 from 2020. This decrease in the Change in Net Position is reflected in the Statement of Revenues, Expenses and Changes in Fund Net Position. The Authority's net position as of June 30, 2021 comprised the following:

- Cash and investments of \$2,643,523 held with the Mendocino County Treasury.
- Other assets comprised accounts receivables of \$55,163, grants receivables of \$735,629, inventory items of \$20,393 and prepaid items of \$25,679.
- Capital assets of \$8,693,690, net of depreciation charges, which include all the Authority's capital assets.
- Accounts payable of \$264,313.
- Other liabilities comprise deferred revenue of \$722,871, compensated absences of \$208,106, an accrued liability for self-insurance of \$158,279 and net pension liability of \$2,177,528.
- Net position invested in capital assets of \$8,693,690, representing the Authority's investment in capital assets.
- Restricted net position totaling \$1,136,224 may only be used for specialized transportation program services.
- Unrestricted net position, the part of net position that can be used to finance day-to-day operations and capital without constraints established by debt covenants or other legal requirements or restrictions. The Authority had \$(553,872) of unrestricted net position as of June 30, 2021.

Mendocino Transit Authority
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2021

Comparative Analysis of Current and Prior Year Activities and Balances

Table 2
Changes in Net Position

	6/30/21	6/30/20	6/30/19	Increase (Decrease) between 2021-2020	
Operating revenues	\$ 412,616	\$ 709,472	\$ 957,692	\$ (296,856)	Note 1
Operating expenses	<u>6,094,696</u>	<u>6,726,939</u>	<u>6,971,989</u>	<u>(632,243)</u>	Note 2
Net operating income	<u>\$ (5,682,080)</u>	<u>\$ (6,017,467)</u>	<u>\$ (6,014,297)</u>	<u>\$ 335,387</u>	
Non-operating revenues (expenses)	<u>\$ 5,319,258</u>	<u>\$ 4,579,959</u>	<u>\$ 4,690,718</u>	<u>\$ 739,299</u>	Note 3

As Table 2 above shows, \$412,616, or 7% of the Authority's fiscal year 2021 revenue, came from operating revenues which consisted of fares, contract services, charters, advertisements, and Sonoma County participation, and \$5,319,258, or 93%, came from non-operating revenues such as local transportation funds, capital grants and planning grants.

Note 1 - The decrease in operating revenues is related to the decrease in fares impacted by the pandemic.

Note 2 - This decrease in operating expenses relates to a decrease associated with administration and transportation costs.

Note 3 - The non-operating revenues (expenses) increase was related to an increase in capital grants.

Capital Assets

As of June 30, 2021, the Authority's investment in capital assets was \$8,693,690 (net of accumulated depreciation). The Authority added (net of dispositions) \$67,521 of facilities, vehicles and equipment in fiscal year 2021. Additional information on the Authority's capital assets can be found in Note 4 in the Notes to the Basic Financial Statements.

Debt Administration

The Authority does not utilize long-term debt to fund operations or growth.

Economic Outlook and Major Initiatives

Financial planning is based on specific assumptions from recent trends, State of California economic forecasts and historical growth patterns in the communities served by the Authority.

The economic condition of the Authority as it appears on the balance sheet reflects financial stability. The Authority will continue to maintain a watchful eye over expenditures and remain committed to sound fiscal management practices to deliver the highest quality of service to the citizens of the area.

Mendocino Transit Authority
MANAGEMENT'S DISCUSSION AND ANALYSIS
June 30, 2021

Contacting the Authority's Financial Management

This set of Basic Financial Statements is intended to provide citizens, taxpayers, and creditors with a general overview of the Authority's finances. Questions about this report should be directed to Mendocino Transit Authority, 241 Plant Road, Ukiah CA 95482.

DRAFT

Mendocino Transit Authority
STATEMENTS OF NET POSITION
 Proprietary Fund - Enterprise
 June 30, 2021
 (With Comparative Totals as of June 30, 2020)

<u>ASSETS</u>	<u>2021</u>	<u>2020</u>
Current assets:		
Cash and investments	\$ 1,507,299	\$ 784,270
Restricted cash and investments	1,136,224	1,352,856
Accounts receivable	55,163	138,112
Grants receivable	735,629	919,228
Inventories	20,393	70,495
Prepaid items	25,679	23,022
Total current assets	<u>3,480,387</u>	<u>3,287,983</u>
Capital assets:		
Non-depreciable	360,782	360,782
Depreciable, net of accumulated depreciation	<u>8,332,908</u>	<u>9,326,779</u>
Total assets	<u>12,174,077</u>	<u>12,975,544</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Deferred outflows of resources	<u>773,800</u>	<u>717,349</u>
<u>LIABILITIES</u>		
Current liabilities:		
Accounts payable	264,313	320,038
Deferred revenue	722,871	1,307,029
Compensated absences	208,106	212,820
Accrued liability for self-insurance	<u>158,279</u>	<u>235,425</u>
Total current liabilities	<u>1,353,569</u>	<u>2,075,312</u>
Long-term liabilities:		
Net pension liability	<u>2,177,528</u>	<u>1,797,406</u>
Total liabilities	<u>3,531,097</u>	<u>3,872,718</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Deferred inflows of resources	<u>140,738</u>	<u>181,311</u>
<u>NET POSITION</u>		
Invested in capital assets	8,693,690	9,687,561
Restricted for specialized services	1,136,224	1,352,856
Unrestricted	<u>(553,872)</u>	<u>(1,401,553)</u>
Total net position	<u>\$ 9,276,042</u>	<u>\$ 9,638,864</u>

The accompanying notes are an integral part of these financial statements.

Mendocino Transit Authority
STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
 Proprietary Fund - Enterprise
 For the Year Ended June 30, 2021
 (With Comparative Totals for the Year Ended June 30, 2020)

	2021	2020
Operating revenues:		
Fares	\$ 191,891	\$ 414,816
Nonpublic service contract	2,356	58,757
Advertisement	106,081	112,304
Sonoma County participation	112,288	123,595
Total revenues	<u>412,616</u>	<u>709,472</u>
Operating expenses:		
Transportation	2,065,533	3,350,413
Transportation - specialized	-	36,441
Maintenance	843,152	666,028
Administrative and overhead	1,234,869	1,249,403
Capital asset	-	20,044
Other unallocated	889,750	336,752
Depreciation	1,061,392	1,067,858
Total operating expenses	<u>6,094,696</u>	<u>6,726,939</u>
Operating income (loss)	<u>(5,682,080)</u>	<u>(6,017,467)</u>
Non-operating revenues (expenses):		
Local transportation fund	2,993,124	2,993,123
Local transportation fund - specialized	26,005	26,500
State transit assistance	834,637	946,179
Operating grants	1,322,489	411,101
Planning grants	-	79,311
CalOES	26,809	21,950
Interest income	10,887	12,315
Other income	71,892	48,413
Maintenance labor	33,415	41,067
Total non-operating revenues (expenses)	<u>5,319,258</u>	<u>4,579,959</u>
Change in net position	(362,822)	(1,437,508)
Net position - beginning of period	<u>9,638,864</u>	<u>11,076,372</u>
Net position - end of period	<u><u>\$ 9,276,042</u></u>	<u><u>\$ 9,638,864</u></u>

The accompanying notes are an integral part of these financial statements.

Mendocino Transit Authority
STATEMENTS OF CASH FLOWS

Proprietary Fund - Enterprise
For the Year Ended June 30, 2021
(With Comparative Totals for the Year Ended June 30, 2020)

	2021	2020
Cash flows from operating activities:		
Receipts from customers	\$ 412,616	\$ 709,472
Payments to suppliers	(2,028,086)	(389,012)
Payments to employees	(3,396,419)	(3,909,575)
Net cash provided (used) by operating activities	(5,011,889)	(3,589,115)
Cash flows from noncapital financing activities:		
Local transportation funds	3,019,129	2,963,354
Operating grants	1,615,846	266,099
State transit assistance	834,637	946,179
Planning grants	-	79,311
Other income	71,892	48,413
Maintenance labor	33,415	41,067
Net cash provided (used) by noncapital financing activities	5,574,919	4,344,423
Cash flows from capital and related financing activities:		
Senior center capital outlay	-	-
Purchase of fixed assets	(67,520)	(357,923)
Net cash provided (used) by capital and related financing activities	(67,520)	(357,923)
Cash flows from investing activities:		
Interest earned	10,887	12,315
Net cash provided by investing activities	10,887	12,315
Net increase (decrease) in cash and cash equivalents	506,397	409,700
Cash and cash equivalents - beginning of period	2,137,126	1,727,426
Cash and cash equivalents - end of period	\$ 2,643,523	\$ 2,137,126
Reconciliation of operating income (loss) to net cash provided (used in) operating activities:		
Operating income (loss)	\$ (5,682,080)	\$ (6,017,467)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:		
Depreciation	1,061,392	1,067,858
Changes in certain assets and liabilities:		
Inventories	50,102	2,147
Prepaid costs	(2,657)	25,813
Deferred revenue	(584,158)	866,491
Accounts payable and accruals	(55,726)	195,623
Accrued liability for self insurance	(77,146)	29,712
Deferred outflows	(56,451)	(11,516)
Deferred inflows	(40,573)	33,181
Net pension liability	380,122	233,742
Compensated absences	(4,714)	(14,699)
Total adjustments	670,191	2,428,352
Net cash provided (used) by operating activities	\$ (5,011,889)	\$ (3,589,115)
Cash and investments	\$ 1,507,299	\$ 784,270
Restricted cash and investments with fiscal agent	1,136,224	1,352,856
Total cash and cash equivalents	\$ 2,643,523	\$ 2,137,126

The accompanying notes are an integral part of these financial statements.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 1 - ORGANIZATION

A. Reporting Entity

Mendocino Transit Authority (the Authority) was formed as a pilot project in January 1975, through a Joint Powers Agreement entered into by the County of Mendocino (the County) and the four incorporated cities in the County. In April 1976, the Authority began the pilot program with five 23-passenger buses and on July 1, 1979, was established as a permanent program through a new Joint Powers Agreement. The Authority also administers five senior transportation programs that can be open to the public, but with priority for seniors and handicapped. The Specialized Transportation Services and the General Public Transportation Services are accounted for as separate operating branches of the Authority due to their different fare ratio requirements and methods of providing services. The Specialized Transportation Services are provided under contracts, while the General Public Transportation is a transit operation.

In accordance with Section 6680 of Article 7 of the Transportation Development Act, the Authority has been designated Consolidated Transportation Service Agency by Mendocino Council of Governments in accordance with the action plan adopted pursuant to Section 15975 of the Government Code.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Presentation and Accounting

The activities of the Authority are accounted for as a Proprietary Fund. Proprietary Funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Proprietary fund *operating* revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities. The Authority may fund programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted net position may be available to finance program expenditures. The Authority's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

B. Use of Estimates

The basic financial statements have been prepared in conformity with U.S. generally accepted accounting principles, and as such, include amounts based on informed estimates and judgments of management with consideration given to materiality. Actual results could differ from those estimates.

C. Cash and Cash Equivalents

Cash and cash equivalents with an original maturity of 90 days or less are used in preparing the statement of cash flows because these assets are highly liquid and are expended to liquidate liabilities arising during the year.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Inventory

Inventory represents vehicle parts and various related materials that have been stated at cost determined by the first-in, first-out method. The costs of inventories are recorded as expenses when consumed rather than when purchased.

E. Prepaid Costs

Prepaid costs are calculated and adjusted at year-end to properly charge funds in the period benefited.

F. Capital Assets

Property and equipment are recorded at historical cost. Depreciation is provided on the straight-line basis over the estimated useful lives of the assets of 1 to 30 years. Depreciation expense was \$1,061,392 for the year ended June 30, 2021. All capital assets over \$1,000 and with a useful life of more than one year are capitalized.

G. Compensated Absences

Vacation: Employees accrue vacation at the rate of 1 hour for every 26 hours worked. The accrual increases to 1 hour for every 17.33 hours after four years of service, and 1 hour for every 13 hours after seven years of service. Employees become eligible for vacation benefits after they have completed six months of employment.

Sick Leave: Employees accrue sick leave at the rate of 1 hour for every 20 hours worked, and become eligible for sick leave benefits after they have completed three months of employment. Employees may receive additional pay or vacation time for sick leave accruals in excess of 96 hours, at the rate of 25% of the amount converted.

The full value of accrued vacation was \$136,869 at June 30, 2021, and 25% of the value of accrued sick leave was \$71,237 at June 30, 2021, and are recorded by the Authority as a liability. The total compensated absences liability was \$208,106 at June 30, 2021.

H. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses consist of accounts payable and payroll related accruals.

I. Net Position

The Authority reports information regarding its net position and activities according to three classes of net position: invested in capital assets, restricted and unrestricted. A description is as follows:

Invested in Capital Assets: This amount consists of capital assets net of accumulated depreciation.

Restricted: The portion of net position that is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions that the Authority cannot unilaterally alter. These principally include funds received for specialized service contracts.

Unrestricted: The portion of net position that is not restricted from use.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (concluded)

J. Vehicle Replacement Reserve

The Mendocino Council of Governments maintains vehicle and non-vehicle replacement reserve funds for the benefit of the Authority. The fund balance on June 30, 2020, was \$694,653.

K. Deferred Outflows and Inflows of Resources

Pursuant to GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, the Authority recognizes deferred outflows and inflows of resources.

In addition to assets, the Statement of Net Position will sometimes report a separate section for deferred outflows of resources. A deferred outflow of resources is defined as a consumption of net position by the government that is applicable to a future reporting period.

In addition to liabilities, the Statement of Net Position will sometimes report a separate section for deferred inflows of resources. A deferred inflow of resources is defined as an acquisition of net position by the Authority that is applicable to a future reporting period.

L. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Authority's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. Contingencies

Coronavirus Pandemic

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) began to spread among various countries, including the United States. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, multiple jurisdictions in the U.S., including California, declared a state of emergency and issued shelter-in-place orders in response to the outbreak. The immediate impact to the Authority's operations included restrictions on employees' and volunteers' ability to work, and it is anticipated that the impacts from this pandemic will continue for some time. As of the report date, the financial impact of the coronavirus outbreak cannot be measured.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 - CASH AND INVESTMENTS

Cash and investments as of June 30, 2021 consist of the following:

Specialized Services	\$ 237,857
County of Mendocino	2,101,470
Cash deposit with banks	302,996
Petty cash	<u>1,200</u>
Total	<u>\$ 2,643,523</u>

The Authority maintains a cash and investment pool with the County. The County allocates interest to the various funds based upon the average monthly cash balances.

Credit Risk, Carrying Amount and Market Value of Investments

The Authority maintains specific cash deposits with the County and participates in the external investment pool of the County. The County is restricted by state code in the types of investments it can make.

Furthermore, the County Treasurer has a written investment policy approved by the Board of Supervisors, which is more restrictive than state code as to terms of maturity and type of investment. Also, the County has an investment committee that performs regulatory oversight for its pool, as required by California Government Code Section 27134.

The County's investment policy authorizes the County to invest in obligations of the U.S. Treasury, its agencies and instrumentalities, certificates of deposit, commercial paper rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Commercial Paper Record, bankers' acceptances, repurchase agreements, and the State Treasurer's investment pool. At June 30, 2021, the Authority's cash with the County Treasurer is stated at fair value. However, the value of the pool shares in the County that may be withdrawn is determined on an amortized cost basis, which is different than the fair value of the Authority's position in the pool.

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the Authority's cash on deposit or first trust deed mortgage notes with a value of 150% of the deposit as collateral for these deposits. Under California Law this collateral is held in the Authority's name and is placed ahead of general creditors of the institution. The Authority has waived collateral requirements for the portion of deposits covered by federal depository insurance.

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Local Agency Investment Fund (LAIF) was unrated at June 30, 2021.

The investment policy of the Authority contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer that represent 5% or more of total Authority investments that are required to be disclosed.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 3 - CASH AND INVESTMENTS (concluded)

The Authority, whose investments are held by the County, is a voluntary participant in the LAIF, which is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the Authority's investment in this pool is reported in the accompanying financial statements and amounts are based upon the Authority's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Fair Value Reporting - Investments

The Authority categorizes the fair value measurements of its investments within the fair value hierarchy established by GAAP. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. These levels are determined by the Authority's investment manager based on a review of the investment class, structure and what kind of securities are held in the portfolio. The Authority's holdings are classified in Level 1 of the fair value hierarchy. The County Pool's holdings were an uncategorized input and not defined as a Level 1-3 input.

Restricted and Designated Cash and Equivalents

The Authority segregates certain cash and equivalents that have legal or Board of Director's designated restrictions as to their uses. The Authority is required under the terms of specialized service contracts to segregate and maintain certain funds. The balance of these funds at June 30, 2021 was \$1,136,224.

NOTE 4 - CAPITAL ASSETS

Capital assets as of June 30, 2021 consist of the following:

	Beginning Balance	Additions	Dispositions	Ending Balance
Land (not depreciated)	\$ 360,782	\$ -	\$ -	\$ 360,782
Construction in progress (not depreciated)	-	38,408	-	38,408
Facility	9,823,222	17,112	-	9,840,334
Staff vehicles	330,017	-	-	330,017
Radios, fare boxes, steps	1,008,868	-	-	1,008,868
Garage equipment	246,021	-	-	246,021
Shelters	526,726	-	-	526,726
Office equipment	398,068	12,001	-	410,069
Revenue vehicles	8,332,129	-	-	8,332,129
Subtotal	21,025,833	\$ 67,521	\$ -	21,093,354
Accumulated depreciation	(11,338,273)			(12,399,665)
Net book value	\$ 9,687,560			\$ 8,693,690

Depreciation expense for the year ended June 30, 2021 was \$1,061,392.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 5 - DEFINED BENEFIT PENSION PLAN

Plan Description

All qualified permanent and probationary employees are eligible to participate in the Authority's following cost-sharing multiple employer defined benefit pension plans (Plans):

- Authority Miscellaneous

The Plans are administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and Authority resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries.

Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan provisions and benefits in effect at June 30, 2021, are summarized as follows:

	<u>Authority Miscellaneous</u>	
	<u>Prior to</u> <u>January 1, 2013</u>	<u>On or after</u> <u>January 1, 2013</u>
Hire date		
Benefit formula	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 60	52 - 67
Monthly benefits, as a % of eligible compensations	2.0% to 2.418%	1.0% to 2.5%
Required employee contribution rates	7%	6.244%
Required employer contribution rates	6.7097%	6.237%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in rate. Funding contributions for the Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Authority is required to contribute the difference between the actuarially determined rate and contribution rate of employees.

For the year ended June 30, 2021, the contributions recognized as part of pension expense for each Plan were as follows:

	<u>Miscellaneous</u>
Contributions - employer	\$315,229

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 5 - DEFINED BENEFIT PENSION PLAN (continued)

As of June 30, 2021, the Authority reported net pension liabilities for its proportionate shares of the net pension liability of the Miscellaneous Plans as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	<u>\$ 2,177,528</u>

The Authority's net pension liability for the Plans is measured as the proportionate share of the net pension liability. The net pension liability of the Plans is measured as of June 30, 2020, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2019. The Authority's proportion of the net pension liability was based on a projection of the Authority's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

The Authority's proportionate share of the net pension liability for each Plan as of June 30, 2020 and 2019 was as follows:

<u>Authority's Miscellaneous Plan</u>	<u>Miscellaneous</u>
Proportion - June 30, 2019	.01754%
Proportion - June 30, 2020	.02001%
Change - Increase (Decrease)	.00247%

For the year ended June 30, 2021, the Authority recognized pension expense of \$598,327. At June 30, 2021, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 315,229	\$ -
Differences between actual and expected experience	112,215	-
Changes in assumptions	-	15,531
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	281,669	-
Difference between the employer's contributions and the employer's proportionate share of contributions.	-	125,207
Net differences between projected and actual earnings on plan investments	<u>64,687</u>	<u>-</u>
Total	<u>\$ 773,800</u>	<u>\$ 140,738</u>

The \$315,229 amount reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2022. Other amounts reported as deferred outflows of resources and deferred (inflows) of resources related to pensions will be recognized as pension expense as follows:

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 5 - DEFINED BENEFIT PENSION PLAN (continued)

Year Ended June 30

2022	\$ 102,443
2023	104,673
2024	79,691
2025	31,026

Actuarial Assumptions

The total pension liabilities in the June 30, 2019 actuarial valuations were determined using the following actuarial assumptions:

	<u>All Plans</u>
Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.15%
Mortality	Derived using CalPERS' Membership Data for all Funds. The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90% of Scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.
Post-retirement benefit increase	Contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies.

Discount Rate

The discount rate used to measure the total pension liability for PERF C was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building block approach.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 5 - DEFINED BENEFIT PENSION PLAN (concluded)

Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The expected real rates of return by asset class are as follows:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Real Return Years 1-10</u>	<u>Real Return Years 11+</u>
Global equity	50.0%	4.80%	5.98%
Fixed income	28.0%	1.00%	2.62%
Inflation assets	0.0%	0.77%	1.81%
Private equity	8.0%	6.30%	7.23%
Real assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	(0.92)%

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	<u>Miscellaneous</u>
1% Decrease	6.15%
Net Pension Liability	\$3,651,980
Current Discount Rate	7.15%
Net Pension Liability	\$2,177,528
1% Increase	8.15%
Net Pension Liability	\$959,235

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS' financial reports.

NOTE 6 - DEFINED CONTRIBUTION PLAN

Defined contributions as of June 30, 2021 consist of the following:

CalPERS 457	<u>\$ 64,584</u>
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These plans covering all employees are a defined contribution plan that is also a deferred compensation plan established under the provisions of the Internal Revenue Code Section 457. Contributions to the plan are withdrawn before tax and the Authority will match up to 3% of the annual employee salary. Vesting is 100% immediate for both the employer and employee contributions. The laws governing deferred compensation plan assets require plan assets to be held by a Trust for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under these plans are not the Authority's property, are not managed by the Authority and are not subject to claims by general creditors of the Authority, they have been excluded from these financial statements.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 7 - OPERATING LEASES

The Authority has entered into several operating leases, as lessee. The leases are primarily for office space, parking and areas for loading of passengers. Lease terms are all month-to-month at this time. None of these leases have non-cancelable lease terms, provisions for contingent rentals, purchase options, or unusual restrictions. Renewals of leases are negotiated with the lessor when appropriate.

NOTE 8 - CONTINGENCIES

The Authority receives revenue from Federal, State and Local agencies that have requirements to be followed when expending these revenues. If the requirements are not followed, the unauthorized expenditures would be a liability to be refunded to the appropriate agency. The Authority is involved in various claims and litigation arising in the ordinary course of business. Authority management, based upon the opinion of legal counsel, is of the opinion that the ultimate resolution of such matters will not have a materially adverse effect on the Authority's financial position or results of operations.

NOTE 9 - DEFERRED REVENUE

Deferred revenue at June 30, 2021 consisted of \$144,998 federal section 5311 grants. The balance of the deferred revenue consists of \$407,334 in the Low Carbon Transit Operations Program, and \$170,539 in the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTIMSEA). The total at June 30, 2021 was \$722,871.

NOTE 10 - FARE REVENUE RATIO

The Authority is required under the Transportation Development Act to maintain a fare revenue to operating expenses ratio of 10%. The calculation of the fare revenue ratio for the year ended June 30, 2021, is as follows:

Fare revenues	\$ 191,891
Operating expenses	\$ 6,094,696
Less: depreciation	1,061,392
Less: cost of specialized services	-
Less: contract and charter services, senior administration, maintenance labor and mobility management	-
Total	<u>\$ 5,033,304</u>
Fare revenue ratio	3.8%

The Authority has not met the required farebox revenue ratio. In response to the COVID-19 pandemic crisis relief measures have been put in place for transit agencies statewide. The following TDA regulations have been temporarily eliminated and noted for reference purposes only. The TDA regulations allow a grace year for the first year an operator does not meet the required farebox revenue ratio. The second year the ratio is not met is the noncompliance year. Failure to meet the ratio during these two years does not result in any penalties to the Authority. However, if the Authority does not meet the required ratio for a third year (determination year) the Authority would be subjected to reduced funding in the fourth year (penalty year). Funding for the fourth year would be reduced by the difference between the required 10 percent farebox ratio revenue amount and the actual farebox revenues received, per Section 6633.9 of the TDA. The amount of reduced TDA funding, if any, cannot be determined at this time.

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 11 - RISK MANAGEMENT

The Authority manages risk of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters by participating in the public entity risk pools described below and by retaining certain risks. The Authority maintains insurance coverage from a commercial carrier for its Garage Keepers Insurance, Commercial Property and Inland Marine coverage.

Public entity risk pools are formally organized, and separate entities established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, those entities exercise full powers and authorities within the scope of the related Joint Powers Agreements including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Each risk pool is governed by a board consisting of representatives from member municipalities.

Each board controls the operations of the respective risk pool, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on that board. Obligations and liabilities of these risk pools are not the Authority's responsibility.

Risk Coverage

The Authority is a member of the California Transit Insurance Pool (CALTIP), which covers liability and vehicle damage claims up to \$5,000,000. The Authority has a self-insured retention or deductible of \$5,000 on physical damage and \$25,000 on liability per claim. Once the Authority's self-insured retention for claims is met, CALTIP becomes responsible for payment of all claims up to \$1,000,000.

For claims above that amount, CALTIP purchases excess coverage up to \$5,000,000. During the fiscal year ended June 30, 2021, the Authority contributed \$207,610 for coverage.

The Authority is also a member of the Special District Risk Management Authority (SDRMA) Workers' Compensation Program, which covers workers' compensation claims up to \$5,000,000.

The contributions made to the risk pool equal the ratio of their respective payrolls to the total payrolls of all entities participating in the same layer of each program, in each program year. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating.

Financial statements for the risk pools may be obtained from CALTIP, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833 and SDRMA, 1112 I Street, Suite 300, Sacramento, CA 95814.

Self-Insurance

The Authority maintains liability accounts for employee benefits and self-insurance reserves. The balances of these liabilities at June 30, 2021 are as follows:

	2021
Liability	\$ 29,633
Vehicle damage	10,247
Employee benefits	95,174
Workers' compensation	199
Cafeteria plan	23,026
Total	<u>\$ 158,279</u>

Mendocino Transit Authority
NOTES TO FINANCIAL STATEMENTS
June 30, 2021

NOTE 11 - RISK MANAGEMENT (concluded)

Self-insurance for employee benefits includes unemployment insurance and an employees' cafeteria plan. Vehicle collision risks are partially self-insured by the Authority. Potential liability claims are insured by an insurance carrier, with a deductible of \$25,000 per incident. Management believes there were sufficient reserves to fund these liabilities at June 30, 2021.

Each year the Authority budgets an amount to be set aside during the year for self-insurance costs, based on actuarial estimates and availability of funds. That amount is expended and accrued to a liability account during the year. Claims are then charged against the liability account, and any balance remaining at year end is carried forward to the next fiscal year.

The Authority's actuary estimates for the ultimate unpaid losses incurred for vehicle collision and deductible on liability insurance was derived from the June 30, 2016, valuation report. The fiscal year ending June 30, 2021 estimate was \$69,838.

NOTE 12 - CONCENTRATION

The Authority receives a substantial amount of revenue from the Mendocino Council of Governments under the Transportation Development Act and State Transit Assistance. Transportation Development Act fund allocation is based on sales tax revenue. During the fiscal year ended June 30, 2021, the Authority received \$3,019,623. This amounts to 53% of total revenue for the year.

NOTE 13 - PTMISEA

In November 2006, California Voters passed a bond measure enacting the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006. Of the \$19.925 billion of state general obligation bonds authorized, \$4 billion was set aside by the State as instructed by statute as the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA). These funds are available to the California Department of Transportation for intercity rail projects and to transit operators in California for rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements or for rolling stock procurement, rehabilitation or replacement.

In FY09/10, the Authority applied for PTMISEA funds for the construction phase of the Alternative Fuel Infrastructure Project, and in FY11/12 for vehicle procurement. As of June 30, 2021, the Authority has received a total of \$4,370,369 in PTMISEA proceeds and related interest, of which qualifying expenditures totaled \$4,370,369. Qualifying expenditures must be encumbered within three years from the date of the allocation and expended within three years from the date of encumbrance.

As of June 30, 2021, PTMISEA funds received and expended were verified in the course of our audit as follows:

Balance at June 30, 2020	\$ 170,539
PTMISEA received	-
Expenditures incurred:	
Transit buses	_____ (-)
Unexpended proceeds at June 30, 2021	<u>\$ 170,539</u>

REQUIRED SUPPLEMENTAL INFORMATION

Mendocino Transit Authority
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY

As of June 30, 2021

Last 7 Years

Schedule of the Proportionate Share

of the Net Pension Liability (Measurement Date)

Proportion of the net pension liability

Proportionate share of the net pension liability

Covered - employee payroll

Proportionate share of the net pension liability as a

percentage of covered-employee payroll

Plan fiduciary net position as a percentage

of the total pension liability

	Miscellaneous Plan						
	2020	2019	2018	2017	2016	2015	2014
Proportion of the net pension liability	0.020010%	0.017540%	0.016230%	0.015404%	0.014549%	0.011889%	0.015799%
Proportionate share of the net pension liability	\$ 2,177,528	\$ 1,797,406	\$ 1,563,664	\$ 1,527,654	\$ 1,258,942	\$ 816,711	\$ 983,080
Covered - employee payroll	\$ 2,503,504	\$ 2,546,696	\$ 2,375,217	\$ 2,154,914	\$ 2,133,007	\$ 2,119,045	\$ 1,967,075
Proportionate share of the net pension liability as a percentage of covered-employee payroll	86.98%	70.58%	65.83%	70.89%	59.02%	38.54%	49.98%
Plan fiduciary net position as a percentage of the total pension liability	75.10%	75.26%	75.26%	73.31%	74.06%	78.40%	79.82%

NOTES TO SCHEDULE:

Fiscal year 2015 was the 1st year of implementation.

*Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

Mendocino Transit Authority
SCHEDULE OF CONTRIBUTIONS

As of June 30, 2021

Last 7 Years

SCHEDULE OF CONTRIBUTIONS

<u>Fiscal Year End</u>	Miscellaneous Plan						
	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution (actuarially determined)	\$ 315,229	\$ 305,721	\$ 254,376	\$ 215,248	\$ 184,327	\$ 165,348	\$ 164,914
Contributions in relation to the actuarially determined contributions	(315,229)	(305,721)	(254,376)	(215,264)	(184,327)	(165,348)	(164,914)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (16)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered-employee payroll during the fiscal year	\$ 2,214,796	\$ 2,503,504	\$ 2,546,696	\$ 2,375,217	\$ 2,154,914	\$ 2,133,007	\$ 1,919,529
Contributions as a percentage of covered-employee payroll	14.23%	12.21%	9.99%	9.06%	8.55%	7.75%	8.59%

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION:

Fiscal year 2015 was the 1st year of implementation.

*Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

REPORT ON COMPLIANCE OVER FINANCIAL
REPORTING BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
THE STATUTES, RULES, AND REGULATIONS OF THE
CALIFORNIA TRANSPORTATION DEVELOPMENT ACT
AND THE ALLOCATION INSTRUCTIONS AND RESOLUTIONS
OF THE LOCAL TRANSPORTATION COMMISSION

Board of Directors
Mendocino Transit Authority
Ukiah, California

We have audited the financial statements of the Transportation Development Act Funds of Mendocino Transit Authority as of and for the year ended June 30, 2021 and have issued a report thereon dated [DATE].

As part of obtaining reasonable assurance about whether Mendocino Transit Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Additionally, we performed tests to determine that expenditures paid by the Mendocino Transit Authority Transportation Development Act Funds were made in accordance with the allocation instructions and resolutions of the Mendocino Council of Governments and in conformance with the California Transportation Development Act. Specifically, we performed each of the specific tasks identified in the California Code of Regulations Sections 5554 and 6667 that are applicable to Mendocino Transit Authority's use of Transportation Development Act Funds. In connection with the audit, nothing came to our attention that caused us to believe that Mendocino Transit Authority failed to comply with the Statutes, Rules, and Regulations of the California Transportation Development Act and the allocation instructions and resolutions of Mendocino Council of Governments. However, providing an opinion on compliance with those provisions was not an objective of the audit and, accordingly, we do not express such an opinion.

This report is intended solely for the information and use of the Board of Directors and management of Mendocino Transit Authority, the Board of Directors and management of Mendocino Council of Governments, the California Department of Transportation, and the State Controller's Office and should not be used by anyone other than these specified parties.

R. J. Ricciardi, Inc.
Certified Public Accountants

San Rafael, California

DRAFT

3/4/2022

To be used only for management discussion purposes; engagement is incomplete; this draft is subject to final review and possible revision. **Report/Letter date is TENTATIVE-TBD**

**MENDOCINO TRANSIT AUTHORITY
UKIAH, CALIFORNIA**

SINGLE AUDIT REPORT

JUNE 30, 2021

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INDEPENDENT AUDITORS' REPORT ON
INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS

Board of Directors
Mendocino Transit Authority
Ukiah, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and the major fund of Mendocino Transit Authority which comprise the statement of net position as of June 30, 2021, and the related statement of activities for the year then ended, and the related notes to the financial statements, which collectively comprise Mendocino Transit Authority's basic financial statements, and have issued our report thereon dated [DATE].

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Mendocino Transit Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Mendocino Transit Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Mendocino Transit Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Mendocino Transit Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements; noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Mendocino Transit Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Mendocino Transit Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

R. J. Ricciardi, Inc.
Certified Public Accountants

San Rafael, California

DRAFT

INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE
UNIFORM GUIDANCE

Board of Directors
Mendocino Transit Authority
Ukiah, California

Report on Compliance for Each Major Federal Program

We have audited Mendocino Transit Authority's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Mendocino Transit Authority's major federal programs for the year ended June 30, 2021. Mendocino Transit Authority's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Mendocino Transit Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Mendocino Transit Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Mendocino Transit Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, Mendocino Transit Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of Mendocino Transit Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Mendocino Transit Authority's internal control over compliance with the type of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Mendocino Transit Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the business-type activities and the major fund of Mendocino Transit Authority as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Mendocino Transit Authority's basic financial statements. We issued our report thereon dated [DATE], which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the 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 basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

R.J. Ricciardi, Inc.
Certified Public Accountants

San Rafael, California

Mendocino Transit Authority
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2021

Federal Financial Assistance	Federal Assistance Listing Number	Grantor/ Pass-Through Entity Grant Number	Expenditures
U.S. Department of Transportation:			
Pass-through Program From:			
California State Department of Transportation:			
Division of Rail and Mass Transportation			
* Operating Assistance-5311	20.509	2660-102-0890(2)	\$ 531,772
* Cares 1 - 5311	20.509	2660-102-0890(2)	<u>557,349</u>
Subtotal			<u>1,089,121</u>
Enhanced Mobility of Seniors - 5310	20.513	2660-102-0890(2)	<u>233,368</u>
Total U.S. Department of Transportation Pass through Programs			<u>1,322,489</u>
Total Expenditures of Federal Awards			<u><u>\$ 1,322,489</u></u>

* Major Program

Mendocino Transit Authority
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
June 30, 2021

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of Mendocino Transit Authority under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the 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). Because the Schedule presents only a selected portion of the operations of Mendocino Transit Authority, it is not intended to, and does not, present the financial position, changes in net position, or cash flows of Mendocino Transit Authority.

NOTE 2 - BASIS OF PRESENTATION

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied. The accompanying Schedule is presented using the modified accrual basis of accounting for grants accounted for in the governmental fund types and the accrual basis of accounting for grants accounted for in the proprietary fund types, as described in the notes to the Mendocino Transit Authority's financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowed or are limited as to reimbursements.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance.

NOTE 4 - FEDERAL ASSISTANCE LISTING NUMBERS

The Federal assistance listing number included in the accompanying Schedule was determined based on the program name, review of the award contract, and the Office of Management and Budget's Federal assistance listing numbers.

NOTE 5 - INDIRECT COSTS

Mendocino Transit Authority elected not to use the 10% de minimis cost rate as covered in the Uniform Guidance Part 200.414 Indirect (F&A) Costs.

NOTE 6 - RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

The amounts reported in the accompanying Schedule agree or can be reconciled with amounts reported in the related federal financial assistance reports.

NOTE 7 - RELATIONSHIP TO BASIC FINANCIAL STATEMENTS

The amounts reported in the accompanying Schedule agree or can be reconciled with amounts reported in Mendocino Transit Authority's basic financial statements.

Mendocino Transit Authority
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
June 30, 2021

NOTE 8 - PASS-THROUGH ENTITIES' IDENTIFYING NUMBER

When federal awards were received from a pass-through entity, the Schedule shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, Mendocino Transit Authority determined that no identifying number is assigned for the program or Mendocino Transit Authority was unable to obtain an identifying number from the pass-through entity.

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Mendocino Transit Authority
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2021

Section I – Summary of Auditors’ Results

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
 - A. Material weakness(es) identified? No
 - B. Significant deficiencies identified that were not considered to be material weakness(es)? None reported
 - C. Noncompliance material to financial statements noted. No
3. Internal control over major programs:
 - A. Material weakness(es) identified? No
 - B. Significant deficiencies identified that were not considered to be material weakness(es)? None reported
 - C. Type of auditors’ report issued on compliance for major programs: Unmodified
 - D. Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance? No
4. Audited as Major Programs:

<u>Federal Assistance Listing Number</u>	<u>Federal Program Name or Cluster</u>	<u>Amount</u>
20.509	Section 5311 Operating Assistance and CARES	\$1,089,121
5. Dollar threshold used to distinguish between type A and type B programs: \$750,000
6. Auditee qualified as a low risk auditee? No

Section II – Financial Statement Findings

There were no financial statement findings.

Section III – Federal Award Findings and Questioned Costs

There were no federal award findings and questioned costs.

Mendocino Transit Authority
STATUS OF PRIOR YEAR FINDINGS AND RECOMMENDATIONS
For the Year Ended June 30, 2021

Recommendation

Status/Explanation

There were no prior year findings or recommendations.

DRAFT



Meeting Date: March 30, 2022

Agenda Item: D: 3

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Adoption of Resolution No. 2022-08 Authorizing the Mendocino Transit Authority to enter into an agreement with PG&E for the electrical charging infrastructure to be supplied to Fort Bragg and Ukiah Bus Facilities.

SUMMARY:

EV Fleet Program

PG&E provides and maintains infrastructure from the pole to the meter that results in a significant cost savings for MTA.

The agreement also gives MTA access to rebates, incentives and offers MTA a Special EV rate.

MTA would agree that only MTA electric vehicles will be using the electricity provided by this program.

MTA will be required to have a two (2) bus minimum at each facility, to qualify for the program.

The EV Fleet Program is a Ten (10) year commitment.

STAFF RECOMMENDATION:

1. Adopt Resolution 2022-08 Authorizing MTA to enter into an agreement with PG&E for the electrical charging infrastructure to be supplied to Fort Bragg and Ukiah Bus Facilities.

ATTACHMENTS

1. **Resolution 2022-08** Authorizing MTA to enter into an agreement with PG&E for the electrical charging infrastructure to be supplied to Fort Bragg and Ukiah Bus Facilities.
2. EV Fleet Program media.
3. The Agreement with PG&E.



**MENDOCINO TRANSIT AUTHORITY
RESOLUTION # 2022-08**

**RESOLUTION AUTHORIZING THE MENDOCINO TRANSIT AUTHORITY TO
ENTER INTO AN AGREEMENT WITH Pacific Gas & Electric for participation in
their EV Fleet Program**

WHEREAS Mendocino Transit Authority desires to accept an agreement from Pacific Gas & Electric for fiscal year 2021/22 -2031/32; and

WHEREAS, this agreement will provide for the installation of infrastructure necessary to provide electricity to the Ukiah and Fort Bragg Facilities and for rebates, incentives and a Special EV rate for the Electric Buses.

NOW THEREFORE, BE IT RESOLVED that the does hereby authorize such an agreement with the PG&E Company.

BE IT FURTHER RESOLVED that The Executive Director, is authorized to sign such an agreement.

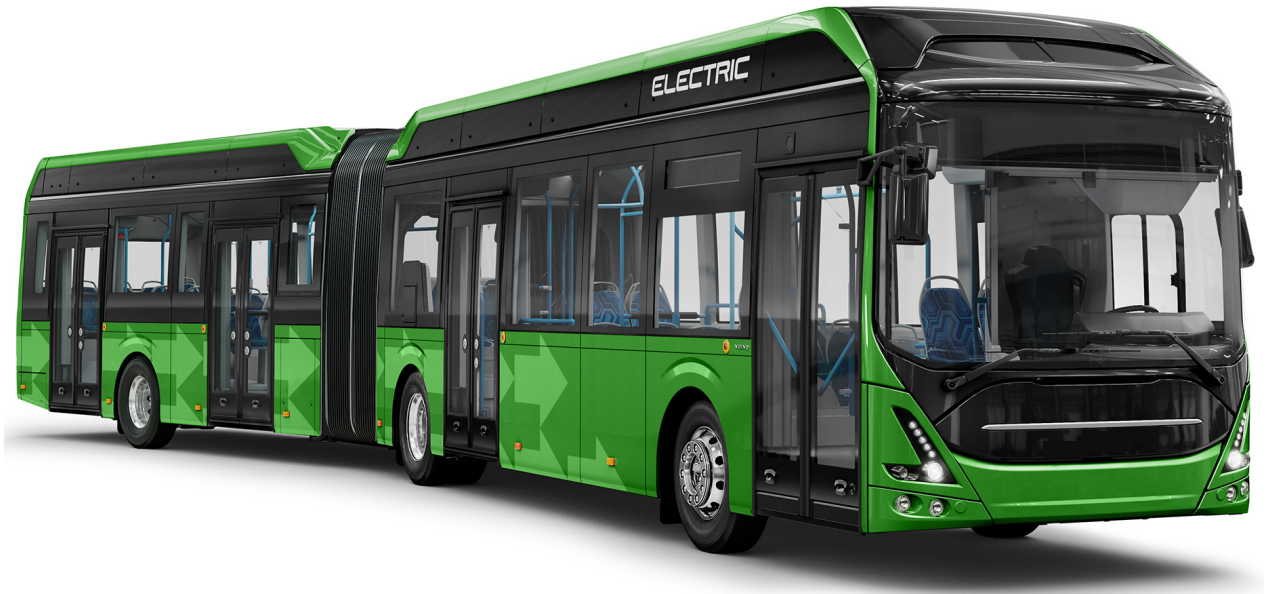
AYES:
NOES: 0
ABSENT: 0
ABSTAIN: 0

IN WITNESS WHEREOF:

SAPRINA RODRIGUEZ, CHAIRPERSON OF THE BOARD.

PG&E's EV Fleet program

Helps transit fleets easily and cost-effectively install charging infrastructure



Transit fleets can save money, eliminate tailpipe emissions, and simplify maintenance with an electric fleet.

Transit services are an important part of the evolving electrification landscape, with electric buses making city routes a cleaner and more socially responsible choice for these fleets.

California Air Resources Board's Innovative Clean Transit (ICT) mandate, which calls for all transit buses to be zero emission by 2040, has energized transit fleets' efforts to purchase more and more electric buses. Beginning in 2029, all new purchases by transit agencies must be zero-emission buses, including agencies that own, operate, or lease buses with a gross vehicle weight rating greater than 14,000 lbs.

With a combination of state and local grants, as well as partnerships with utilities like PG&E, these fleets can make this transition quicker and smoother.

Take advantage of limited funds

[Submit an interest form >>](#)

PG&E simplifies electrification by offering:



Incentives and rebates



Site planning and permitting



Construction and activation

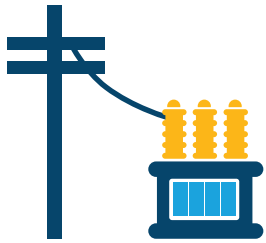


Maintenance and upgrades





Through the EV Fleet Program, PG&E will construct, own, and maintain all electrical infrastructure from the transformer to the customer's meter. Fleet operators will design, build, own, operate and maintain the electrical infrastructure from the meter to the EV charger.



Utility assets
(e.g., power lines, transformer)



Meter



Electric panel/switchgear



Charger



Plug-in
electric vehicle

To-the-meter (TTM) infrastructure

Behind-the-meter (BTM)
infrastructure

EV supply
equipment

Charger rebates

Transit fleets are eligible for rebates up to 50% of the cost of an EV charger, the total amount will depend on the power output of the charger:

- Up to 50 kW, can receive up to \$15,000
- Between 50.1-150 kW, can receive up to \$25,000
- Above 150.1 kW, can receive up to \$42,000

You can select from a variety of EV charger options from our [approved vendor list](#).

Infrastructure incentives

A transit fleet can receive between \$4,000 and \$9,000 per vehicle in incentives, up to 25 vehicles.



\$9,000
per vehicle



\$4,000
per vehicle

Business EV rate plans

PG&E offers two energy rates plans for businesses with EV charging, which help fleets save up to 40% on the cost of fuel. [Learn more here](#).

See how much you can save

Use PG&E's **EV Fleet Savings Calculator** to visualize energy cost-savings, as well as, vehicle emissions, charging schedules, LCFS revenue generation, and more, based on our fleet operations.

[EV Fleet Savings Calculator >>](#)

Eligibility requirements

- 1 Be a PG&E customer**
This includes Direct Access and retail customers, as well as customers receiving power from a Community Choice Aggregator.
- 2 Own or lease the property**
Your organization must have authority to install charging infrastructure at your site.
Note: You may need to allow a property easement
- 3 Acquire at least 2 EVs**
Your organization must acquire and deploy a minimum of two medium- or heavy-duty electric fleet vehicles by 2024.
- 4 Agree to all requirements**
Participating organizations must make a 10-year commitment to operate and maintain equipment, provide EV usage data, and agree to the [terms and conditions](#).

Talk to an EV Fleet specialist today.

[Submit an interest form >>](#)



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EV Fleet Program Terms and Conditions (“Contract”)

Definitions

As used in this Contract, the following terms have the following meanings:

Disadvantaged Community: Census tracts in PG&E’s service territory with a top quartile score according to California Environmental Protection Agency’s CalEnviroScreen 3.0, or current version.

EV Service Connection: Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as “To The Meter” (TTM) infrastructure.

EV Supply Infrastructure: Infrastructure from the meter (“but not including the meter”) to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space. Also referred to as “Behind The Meter” (BTM) infrastructure.

Electric Vehicle Supply Equipment (EVSE): Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

EVSE Package: EVSE hardware, software, and network services.

EV Service Provider (EVSP): A company that provides EV charging solutions to Customer, including but not limited to network services, billing, and customer support.

Operation and Maintenance (O&M): O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

Rate Plan: The PG&E electric rate that Customer pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at www.pge.com/tariffs.

Customer: The entity participating in the EV Fleet Program that owns, leases or manages the Premises where the EVSE Packages are installed. Customer will receive the bill for the energy delivered to the EVSE Package.

Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or “CPUC”, Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the “Term”) will commence on the date Customer’s EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Customer in writing when the EVSE Package becomes operational.

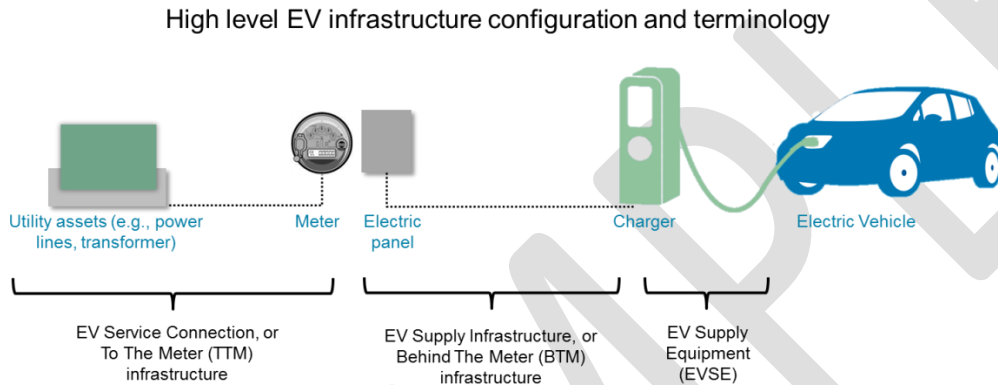
Ownership: Customer has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled Customer Owned EV Supply Infrastructure” or “PG&E Owned EV Supply Infrastructure” will apply depending on the ownership option a Customer selects. Customer should indicate their ownership option in Exhibit A. All other terms are common to both ownership options.

EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection.

EV Supply Infrastructure: Customer has two options for EV Supply Infrastructure ownership;

1. PG&E owned: PG&E constructs, owns and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. Customer owned: Customer is responsible for construction and maintenance of EV Supply Infrastructure, and receives an incentive in accordance with CPUC requirements.

EV Supply Equipment (EVSE): Customer always installs, owns, operates, and maintains the EVSE.



Selection of EVSE Package: Upon approval of application by PG&E, Customer shall select and procure one EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Customer. Customer shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Customer and approved by PG&E. Customer acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Customer agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Customer may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Customer agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Customer may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Customer provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational.

Additional Services from EVSP: Separate and apart from the application and PG&E’s obligations under the EV Fleet Program, the EVSP selected by Customer may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

EV Drivers Right to Access: Customer shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable

law. However, Customer may decide to make the EVSE available only to its employees, tenants, or lessors; under the terms of the EV Fleet Program, Customer decides whether to make the EVSE available to other 3rd parties.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Customer understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Customer understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Customer property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Customer application is evaluated, and will communicate that to Customer. If Customer does not wish to grant an easement for one or more Premises, PG&E may remove those Premises from the EV Fleet program. If Customer accepts easement requirement, Customer agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Customer, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Customer agrees to sign and return easement to PG&E within 30 days of receipt. If the Customer does not respond within 30 days, PG&E reserves the right to rescind Customer's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Customer a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Customer expense.

EVSE O&M: The Customer is required to maintain the EVSE for the Term. Customer will pay all O&M costs associated with the EVSE. Customer shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Customer shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises. Customer will immediately shut down chargers if there is a safety issue.

Billing: Customer will be the PG&E Customer and will be served according to the applicable Rate Plan. As the Customer, Customer will be responsible for paying the PG&E bill.

Compensation: Under no conditions shall Customer or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

Changing Rate Plan: Customer may change Rate Plan during the Term, but must remain on a retail PG&E rate for the duration of the Term. If Customer switches to a non-retail PG&E rate during the Term, Customer shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

Reliability: PG&E does not guarantee uninterrupted service. Customer may pursue options to ensure that any impact to Customer operations from potential loss of power is sufficiently mitigated. Customer is responsible for the cost of any supplemental solutions to improve reliability.

Expansion of EVSE Installation: Customer may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Customer must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Customer's expense and its liability.

EVSE Replacement: Customer may replace their EVSE during the Term. Customer must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements

for program. If adequate infrastructure does not exist, Customer must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Customer's expense and its liability.

Vehicle Purchase Plans: PG&E will work with Customer to understand its fleet electrification plans and may install infrastructure to support future vehicle purchases. In Exhibit A, Customer will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Customer is operating these vehicles and associated charging in accordance with its electrification plan. If Customer is not operating vehicles consistent with its electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Customer may, at any time within the Term request from PG&E projected and final costs associated with this. If Customer wishes to change its plan, Customer must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Customer.

Project Scope: Customer acknowledges that:

- Customer agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Customer project moves forward;
- If Customer withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Customer participation in the program; and
- If Customer does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Customer application and/or cancel participation in the program.

External Funding Sources: Customer understands that the total infrastructure and EVSE rebate and incentive amounts the Customer receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or otherwise, cannot exceed Customer's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Customer agrees to keep records of all infrastructure and EVSE incentives and rebates received for Customer's EV Fleet project. Customer understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or other, of the violation, including the name of the Customer, a description of the project, and details regarding the excessive rebates and incentives.

Customer Owned EV Supply Infrastructure Section

EV Supply Infrastructure Incentive: Customer qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Customer provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

Installation of EV Service Connection: PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Customer's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads, so that PG&E can provide the associated EV Service Connection design. PG&E and Customer will approve final design prior

to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

Installation of EV Supply Infrastructure: The Customer and/or its contractors shall construct the EV Supply Infrastructure and EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements; including PG&E requirements found at www.pge.com/greenbook. The Customer is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Customer receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

EV Supply Infrastructure O&M: If Customer owns the EV Supply Infrastructure, Customer is responsible for O&M of the EV Supply Infrastructure for the Term. Customer will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Customers Premises: PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customers property or operations.

End of Term: At the end of the Term, the Customer will have the following options;

1. Continue operating EVSE and EV Supply Infrastructure
 - o Customer has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
 - o If an easement was required for installation, easement remains in place.
 - o PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure
 - o Remove the EVSE and/or EV Supply Infrastructure at Customer's cost and expense.
 - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
 - o PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Customer approval of the preliminary design, PG&E will coordinate with the Customer if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E prior to any installation activities. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Customer within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Customer is

Page 5 of Error! Bookmark not defined.

responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Customer understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

EV Supply Infrastructure O&M: If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Customers Premises: PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customers property or operations.

End of Term: At the end of the Term, the Customer will have the following options;

1. Continue operating EVSE
 - o Customer has continued responsibility for O&M of EVSE.
 - o If an easement was required for installation, easement remains in place.
 - o PG&E continues to own EV Service Connection and EV Supply Infrastructure, and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE
 - o Remove the EVSE at Customer's cost and expense
 - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
 - o PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

General Terms

Permission to Use Data: Customer agrees to allow PG&E, its agents and representatives to use data gathered as part of the EV Fleet Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations: Customer understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Customer, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Customer represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Customer, and such fee title owner has the ability to grant an easement (if needed),

Changes: PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Customer with advance notice of any such changes. Customer has the option to opt out of the Program subject to section "Customer Removal or Termination" below.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Fleet Program and/or Customer's interactions with customers in connection with the EV Fleet Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Customer reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Customer or PG&E, whether intentional or unintentional.

Relocations: Should Customer request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Customer and in accordance with any EV Fleet Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Customer shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Customers participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E's ratepayers.

Customer Removal or Termination: Should Customer request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Customer shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Customer may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total \$100k and Customer leaves after 1 year it is responsible for \$90k). If the Customer wishes to assign its rights and obligations of this Contract to a new Customer prior to the expiration of the Term, the new Customer may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

Indemnification: Customer shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Customer; (ii) injury to property or other interests of PG&E, Customer, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Customers performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Customer shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Customer shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Customers physical site. PG&E agrees to work closely with Customer on any concerns that may arise related to the party who will perform work on Customers physical site.

Insurance Requirements: Customer shall procure, carry and maintain the following insurance coverage and Customer is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Customer'; b) Be endorsed to specify that the 'Customer' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Customer performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Customer. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Customer are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Customer's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Customer shall have all insurance in place before beginning any Work. Upon request, Customer shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date
3. PG&E may inspect the original policies in Section A or B or require copies, at any time. Customer/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Customer's liability under this Contract.
5. Upon request, Customer shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Customer.

Casualty: If all or any portion of the EVSE on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any such occurrence, a "**Casualty**"), Customer shall have the right to terminate this Contract by written notice to PG&E in which event this Contract shall terminate on the date that is 10 days after the date of Customer's termination notice and PG&E may elect to remove or replace the EVSE from the Premises. In the event of any Casualty which materially and adversely affects the operation of the EVSE, PG&E shall have the right to terminate this Contract by written notice to Customer within 14 days after the Casualty, in which event this Contract shall terminate on the date that is 10 days after the date of PG&E's termination notice and PG&E may elect to remove or replace the EVSE from the Premises.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Customer liable as partners, co-ventures or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Customer shall negotiate an equitable adjustment in the provisions of this



Clean Energy Transportation
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVChargeNetwork@pge.com

If to Customer:

(Company Name)
(Street Address)
(City, zip)
(Name)

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

Company Name

Signature

Print Name

Title

Date

PACIFIC GAS AND ELECTRIC COMPANY

Signature

Print Name

Title

Date

EXHIBIT A

PROJECT SCOPE

Project Deployment Summary

Vehicle Summary

Description	2020	2021	2022	2023	2024	Total
# and Type of Vehicles						

Charger Summary

Description	2020	2021	2022	2023	2024	Total
Anticipated Load (kW)						

EVSE Power Output Constraints

If a load management system will be implemented, it must act to maintain total aggregate charging load below **a specific** kW. Before design is completed, the customer will also need to provide a letter describing the load management system selected.

Service Description	
Main Service Size (Amps)	
Voltage	
Phase	



Meeting Date:

March 30 2022

Agenda Item:

D.4

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Adoption of Resolution 2022-09
For a Three-Year Contact between Carahsoft, Swiftly and Mendocino Transit Authority for CAD/AVL and GTFS Real Time for \$172,260.00

SUMMARY:

On August 31, 2021 Caltrans finalized the California Minimum General Transit Feed Specification (GTFS) Guidelines. A GTFS Realtime feed lets transit agencies provide consumers with real-time information about disruptions to their service (lines not operating, important delays, etc.) location of their vehicles, and expected arrival times. Due to the rapid pace of technology many transit providers in California are often not compliant with General Transit Feed Specifications (GTFS) as outlined by Caltrans.

Swiftly's Transitime product, Real-Time Passenger Predictions, leverages the real-time and historical movements of vehicles to predict arrival times faster and more accurately than existing systems on the market. Once configured with the static GTFS, on-board cellular routers, and tablets installed with Onboard App, Real-Time Passenger Predictions uses real-time GPS data alongside historical system speeds, travel times, reliability, and more to ultimately generate highly accurate arrival predictions for passengers. These predictions are re-calculated with every GPS update, ensuring that passengers and internal staff are consistently receiving the most up-to-date prediction information.

Swiftly's Live Operations Module is currently used by dispatching teams across the world to effectively monitor their networks in real-time. Live Operations includes a user-friendly map of the service area, a list view to facilitate issue prioritization, and a ladder view to identify service gaps. Vehicles are color-coded in a helpful legend based on their on-time performance status ("early", "late", or "on-time"), depending on how the viewer is monitoring the network. Users can also view vehicles that are not in service, which are color-coded to easily be spotted within all the different Live Operations views. Live Operations displays vehicle ID, direction, location, Run Trip ID, and date/time of the last GPS location of the vehicle. Swiftly's GPS Playback allows a user to enter any date and time frame to replay route or specific vehicle movements on a map. GPS Playback presents information clearly and legibly, with distinct route lines and stops to support staff at every level in accessing historical data they need with minimal training. Within GPS Playback, users can validate operator adherence to planned detours or investigate customer feedback in just a few clicks.

STAFF RECOMMENDATION:

Adoption of Resolution 2022-09 Directing staff to proceed with the procurement of Swiftly and the Executive Director to sign this three-year Contract.



MENDOCINO TRANSIT AUTHORITY
RESOLUTION # 2022-09

WHEREAS certain Computer Systems are required for the efficient operation of the Mendocino Transit Authority, and:

WHEREAS to enter into a three year contract with Carahsoft Technology Corp for Swiftly Inc for the Mendocino Transit Authority and:

WHEREAS Jacob King, Executive Director, is hereby authorized to purchase and perform any and all such acts, including execution of any and all documents to carry out the purposes and intent of the foregoing resolutions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mendocino Transit Authority as follows: The Executive Director, is authorized to sign such an agreement.

Resolution moved by Director____ and seconded by Director____ and adopted this 30th day of March 2022 by the following roll call vote:

AYES:

NOES: 0

ABSENT: 0

ABSTAIN: 0

IN WITNESS WHEREOF:

SAPRINA RODRIGUEZ, CHAIRPERSON OF THE BOARD.



Meeting Date: March 30, 2022

Agenda Item: D.5

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Adoption of Resolution #2022-10 for FY 21-22 LCTOP Application to Purchase Zero Emission Bus to Replace Old Gas-Powered Bus (Capital)

SUMMARY:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862.

The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

This program is administered by the California Department of Transportation (Caltrans) in coordination with Air Resource Board (ARB) and the State Controller's Office (SCO). Caltrans is responsible to ensure that the statutory requirements of the program are met in terms of project eligibility, greenhouse reduction, disadvantaged community benefit, and other requirements of the law.

MTA will apply for the following:

FY 20-21 Capital	\$227,237.00	Purchase of All Electric Bus
-------------------------	---------------------	-------------------------------------

The total estimated project cost is \$295,237.00 with the remaining balance being paid with a HVIP voucher.

RECOMMENDATION:

Adopt Resolution #2022-10 for FY 21-22 LCTOP Application to Purchase Zero Emission Bus to Replace Old Gas-Powered Bus (Capital)



**FY 2021-2022 LCTOP
Authorized Agent**

***AS THE* Jacob King, Executive Director**

(Chief Executive Officer/Director/President/Secretary)

***OF THE* Mendocino Transit Authority**

(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Jacob King, Executive Director

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Jacob King

(Print Name)

Executive Director

(Title)

(Signature)

Approved this 30 day of March, 2022



FY 2021-2022 LCTOP
Certifications and Assurances

Lead Agency: Mendocino Transit Authority

Project Title: Purchase zero-emission electric bus to replace old gas-powered bus.

Prepared by: Jacob King

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.



8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. **The Lead Agency must submit the following LCTOP reports:**
 - a. **Annual Project Activity Reports October 28th each year.**
 - b. **A Close Out Report within six months of project completion.**
 - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
 - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
 - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and



- b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7,



the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

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

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Jacob King

(Print Authorized Agent)

Executive Director

(Title)

03/30/2022

(Date)

(Signature)



RESOLUTION # 2022-10

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT(S):

Purchase zero-emission electric bus to replace old gas-powered bus.
\$227,237.00

WHEREAS, the Mendocino Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Mendocino Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Jacob King, Executive Director.

WHEREAS, the Mendocino Transit Authority wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mendocino Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Jacob King, Executive Director be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mendocino Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2021-2022 LCTOP funds:

(Continued to next page)



List project(s), including the following information

Project Name: Purchase zero-emission electric bus to replace old gas-powered bus.

Amount of LCTOP funds requested: \$227,237.00

Short description of project: MTA is replacing an older gas-powered bus with a zero-emission bus.

Benefit to a Priority Populations: This all-electric bus will reduce health harms disproportionately located with in low-income neighborhoods.

Amount to benefit Priority Populations: \$227,237.00

Contributing Sponsors (if applicable): MCOG

AGENCY BOARD DESIGNEE:

BY: _____



Meeting Date: March 30 2022

Agenda Item: D.6

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Approval of Resolution 2022-11 Authorizing the Executive Director to procure equipment and participate in the CAL-ITP Fare Modernization & Integration Project

SUMMARY:

Mendocino Transit Authority has been working with Caltrans and their consultant, the Rebel Group, on the Fare Modernization & Integration Project. This project is a regional effort to simplify fare structures and modernize fare collection. The primary focus of the project is to improve the customer experience for transit riders by offering a contactless fare payment, reliable and accurate bus information, and fare capping. At the December 2021 meeting, the Board received a presentation from Lilly Shoup and Lauren Gilbert (The Rebel Group, CAL-ITP) where they gave an overview of the benefits, implementation plan, and timeline. At that time, the State was in the middle of a competitive Request for Proposals process for Payment Acceptance Devices (PADs) and Transit Processor Services, the two building blocks needed to implement contactless fare collection. On March 2, 2022, Caltrans announced that Master Service Agreements (MSAs) for these items are now available through the California Department of General Services (DGS). Now that the MSAs are available, members of the FNG can begin the procurement process. Based on the updated timeline, MTA anticipates implementing contactless fare collection in June 2022. For the initial six months the fare per ride utilizing the tap on tap off will be set at \$1.00 to entice passengers to use the system. Cash and Passes will still be accepted at current fare rates.

At this time, staff is seeking direction from the Board on whether or not to proceed with procuring the necessary hardware and software to implement the contactless fare collection system. MTA intends to use COVID stimulus funds to cover the initial procurement and implementation costs. Zachary Karson (The Rebel Group, CAL-ITP) will be available at the Board Meeting to answer any questions.

STAFF RECOMMENDATION:

1. Approve Resolution 2022-11 Directing staff to proceed with the procurement of the Payment Acceptance Devices and Transit Processor Services to implement the contactless fare collection system.
2. Or Direct staff to continue researching the Fare Modernization and Integration Project.



March 30, 2022
Agenda Item D.6

**MENDOCINO TRANSIT AUTHORITY
RESOLUTION # 2022-11**

WHEREAS purchasing certain equipment and services is required for the efficient operation of the business, and:

WHEREAS MTA desires to purchase Payment Acceptance Devices (PADs) and Transit Processor Services from CAL-ITP.

WHEREAS The Executive Director, is hereby authorized to purchase and perform any and all such acts, including execution of any and all documents to carry out the purposes and intent of the foregoing resolutions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mendocino Transit Authority as follows: The Executive Director, is authorized to sign such an agreement.

Resolution moved by Director____ and seconded by Director____ and adopted this 30th day of March 2022 by the following roll call vote:

AYES:
NOES: 0
ABSENT: 0
ABSTAIN: 0

IN WITNESS WHEREOF:

SAPRINA RODRIGUEZ, CHAIRPERSON OF THE BOARD.



Meeting Date: March 30 2022

Agenda Item: D.7

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Approval of Resolution 2022-12 Authorizing the Executive Director to apply for and administer the Federal funding under FTA section 5311 (49 U.S.C. SECTION 5311) and/or 5339 (49 U.S.C. SECTION 5339) with California Department of Transportation

SUMMARY:

The Federal Transit Administration (FTA) Section 5311 formula funding program is authorized by 49 United States Code (U.S.C) Section 5311. The 5311 program provides supplemental funding for public transit service in non-urbanized areas which have populations of fewer than 50,000 residents, as quantified by the United States Census Bureau.

The FTA apportions formula funds to each state on an annual basis. The California Department of Transportation, Division of Rail and Mass Transportation (DRMT) is the designated grantee for California. The DRMT Rural Transit and Intercity Bus Branch manages the 5311 and 5311(f) programs.

The Grants for Buses and Bus Facilities program (49 U.S.C. 5339) makes Federal resources available to States and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

All three Grant opportunities are combined onto one resolution beginning this year.

STAFF RECOMMENDATION:

Adopt Approval of Resolution 2022-12 Authorizing the Executive Director to apply for and administer the Federal funding under FTA section 5311 (49 U.S.C. SECTION 5311) and/or 5339 (49 U.S.C. SECTION 5339) with California Department of Transportation.



**Authorizing Resolution for FTA Funds
State of California
Division of Rail and Mass Transportation**

RESOLUTION NO. 2022-12

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) and/or 5339 (49 U.S.C. SECTION 5339) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1G**), and Section 5339 of the Federal Transit Act (**FTA C 5100.1**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 and Section 5339 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, *The Mendocino Transit Authority* desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in *Mendocino and Sonoma Counties*; and

WHEREAS, the *Mendocino Transit Authority* has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the *Mendocino Transit Authority Board of Directors* does hereby Authorize the *Executive Director*, to file and execute applications on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1G**), as amended, and pursuant to Section 5339 of the Federal Transit Act (**FTA C 5100.1**), as amended.

That *Executive Director* is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That *Executive Director* is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 and/or Section 5339 projects.

That *Executive Director* is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 and or Section 5339 project(s).

PASSED AND ADOPTED by the *Mendocino Transit Authority Board of Directors* of the *County of Mendocino*, State of California, at a regular meeting of said Commission or Board Meeting held on the 30th day of March 2022 by the following vote:



AYES:
NOES:
ABSENT:

(Please Print)

Name: _____

Signature: _____

Title: _____

Date: _____



Meeting Date: March 30, 2022

Agenda Item: D.8

AGENDA SUMMARY REPORT

Point Arena Merchant 's Assoc. (PAMA) and the Point Arena Lighthouse (non-profit) are requesting a bus for their special event "Almost Fringe Festival"

SUMMARY:

The Point Arena Merchants Association together with the Point Arena Lighthouse Keepers are holding the 4th annual "Almost Fringe Festival" on April 23.

They would like to arrange with MTA for a shuttle bus between the Lighthouse and the City Pier, stopping in downtown Point Arena. They would like the shuttle to run from 11am to 6pm.

STAFF RECOMMENDATION:

Staff recommends adding the Point Arena "Almost Fringe Festival" to the Special Events Calendar.

ATTACHMENTS:

Almost Fringe Festival Flyer with attached letter from Director Dahloff.

MTA Board,

The Point Arena Merchants Association together with the Point Arena Lighthouse Keepers are holding the 4th annual "Almost Fringe Festival" on April 23.

They would like to arrange with MTA for a shuttle bus between the Lighthouse and the City Pier, stopping in downtown Point Arena. They would like the shuttle to run from 11am to 6pm.

This event ties together the non-profit Lighthouse, the City Pier and local businesses. More information about the event is attached.

The contact person is Kersten Tanner
707-882-2966 ktanner@mcn.org
Point Arena Merchants Association
PO Box 274
Point Arena, CA 95468

Thank-you for your consideration
Eric Dahlhoff

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The 4th Annual Almost Fringe Festival!

Join the characters of Point Arena in celebration of all things creative in their own backyard! From traditional to cutting edge, artsy to agrarian, and everything in between!

The Almost Fringe Festival movement got its start in Edinburgh, Scotland. While Point Arena is a long

way from Edinburgh, it's no less stunning in natural beauty and artistry from this creative community!

COME AND VISIT



Where Kites are King

Kicking off the Almost Fringe festivities is the Wind & Whales Celebration at the Point Arena Lighthouse with the Berkeley Kite Wrangles! With an abundance of space and stunning coastal views, this is an ideal spot to fly a kite...or whale watch. Not only will whale experts be on hand to answer questions, but The Lighthouse Gift Store will have sales on whale related items and other gift ideas! Get those kites ready!

COME PLAY

Getting Crafty

A pop-up arts & crafts market will take place at Druids Hall with a host of crafty vendors displaying their creations, plus check out art openings at the Coast Highway Art Collective, Think Visual and The Pier Chowder House. There is no shortage of creative and crafty individuals, and now is the perfect time to discover a new favorite artist!



DISCOVER



BEYOND BOOKS

Learning comes in all forms, and at the Point Arena Library, experience Black-Out poetry, music, artworks, plus fun for the kids with *Action Network* including face painting, bubbles and art projects. Check out all the activities happening at the Point Arena Library from Noon - 2 PM.

LEARN MORE

PERFORMING ARTS

What would an Almost Fringe Festival be without music and other performance arts?! Not the same. Fortunately, there is plenty of opportunity to catch live music in multiple locations, as well as dancers and other performing artists entertaining all throughout Main Street. And don't miss the high school drama club performance - today's HS drama king or queen could be tomorrow's Academy Award winner!



HAVE FUN

ARTFUL FOOD

Enjoy food from local restaurants and food vendors, many of which are offering specials, including the newest eatery - Gama, with their amazing Bento Boxes. Check out all



the restaurants, including those with art displays and even some featuring the performance art of Karaoke! Join the fun and sing us a song!

SAVOR

Enjoy a Preview Clip before Your Trip!



Point Arena: A Natural View



Point Arena's 4th Annual Almost Fringe Festival 2022

Saturday, April 23 ~ 10:00 – 6:00

Come enjoy the arts and our unique community at this fun festival celebrating all things creative from traditional to cutting edge and artsy to agrarian. Loosely based on the International Fringe Art Movement, there will be live music, art and photography shows, a crafts fair, performance art, participatory creative events and activities for kids, as well as amazing local cuisine.

This year's festival kicks off at 10:00 with the Wind & Whale Celebration at the Lighthouse and gentle Yoga in the park, led by Sutra Yoga's owner Emily McConnell. At the Lighthouse see the Giant Kites flown by the Berkeley Kite Wranglers, and watch the migrating whales while learning about them from whale experts Scott and Tree Mercer. They will have displays of baleen whale artifacts and answer questions about the marine mammals. The Light Station Store will be offering sale prices on whale related gifts and other items.

From 10:00 and 5:00 the library is encouraging everyone to tap into their inner creative muse and express themselves. Create music on a Theremini, blackout a printed page to create poetry, paint expressionist art to music, or chalk up the pavement with wild designs! Stop by and meet our creative new librarian, Mellisa Hannum.

Across the street at Centennial Plaza there will be a variety of performances. At 1:00 enjoy excerpts from a Point Arena High School upcoming play, Clue. At 2:00 experience a sound healing bath and mini-healing sessions, at 3:00 watch the talented Folklorico Dancers, followed by Soap Box Poetry at 3:30 which is open to all poets and spoken word artists. Action Network will be at the park behind Outback involving kids in art projects, bubble blowing, face painting and more from 12:00 – 2:00. Arena Theater will be showing a National Theater Live Telecast of 'Book of Dust' at 1:00.

The Zen House is hosting a Fringe Motorcycle Gathering at 1:00, which begins with a Fringe Motorcycle Parade led by motorcycle collector Peter Richardson on his very collectable 1974 Ducati Super Sport. Immediately following the Fringe Motorcycle Parade, enjoy the Zen Motorcycle Display "Ducati Bevel Twins of the 70's" while engaging in informal discussions with special guests Quail Motorcycle Gathering Judge, Will Guyan (Former editor of BMW's On The Level) and motorcycle collectors Peter Richardson and Garry Willy.

Live Music will be playing at Coast Highway Art Collective, Think Visual, Arena Market and Café, with wandering minstrels up and down Main Street, and a grand finale with Buckridge Racket Club from 4:30 – 6:30 at the pier. Will there be jugglers and clowns on Main street? Bring your family and smiling face and come find out!

Coast Highway Art Collective will be open from 10:00 to 6:00 with a celebratory opening reception of art by member and guest artists for this fun and sometimes bizarre festival. There will be live music by Barbara Johannes on the accordion from noon to 2:00 and Tom Merline and Keith Abrams from 2:00 to 4:00. Think Visual will have plenty of art, and music by the Think Jazz Combo in the afternoon.

Arena Market and Café is celebrating the Almost Fringe Festival with gift basket give a ways, food samples all day, and wine tasting from 3:00 – 5:00. Members will receive an additional 5% discount and music will fill the market with Wildheart playing from 1:30 – 3:00 followed by Tim Mueller from 3:00 – 5:00.

In the parking lot next door to the Arena Market you'll find a Farmer's Market, a Plant Exchange and Seed Give Away, food vendors, as well as a Live Art Painting Demonstration by renowned muralist, Art Goddess Lauren Sinnott.

Other fabulous food offerings will be available to satisfy the festival goer's appetite. You'll find Point Arena's newest eatery Gama serving Bento Boxes to go from 11:00-6:00, followed by Small Plates and Karaoke from 5:00 – 9:00. Center Street Market will have a special boba drink and sandwiches, while The Good Food clubs serves up locally sourced yumminess in their parking lot. Delicious fringy pastries will be found at Franny's Cup and Saucer.

Don't miss the Crafts Fair at the Druids Hall from 11:00 to 5:00 with familiar returning artists like Nicolette Kaliebe with her hand painted purses, bags, and Siobohn's scarves, Marla Skibbens with her inspirational glass jewelry, Albion Farmers Market soaps and shampoos, and Bill and Barbara Pettigrew with handmade knives and beaded necklaces. There will be succulents and abalone jewelry, gifts for kids, and more!

Overflow parking will be at the wharf where the Pier Chowder House will exhibit photos by two brothers. A yet to be announced mystery art and landscape interactive event is being planned and there will be roller skating and the musical finale. We plan to have a shuttle this year running between the lighthouse, Main St and the wharf where there will be plenty of parking.

Complete the Fringe-EE Day by heading down to the pier for the sunset. After grooving to the tunes of the Buckridge Racket Club from 4:30 to 6:30, move uptown to Gama for small plates and get your karaoke on until 9:00. Visit PointArena.net for more details and a complete schedule of events.