



**Board of Directors
Regular Meeting Agenda**

Wednesday, August 27, 2025

1:30 p.m.

1:30 p.m.

MTA Board of Directors

Tess Albin-Smith, Interim Chair

Jim Tarbell, Vice Chair

George West

Dan Doyle

Susan Sher

Maureen Mulheren

Matthew Alaniz

Fort Bragg
Diana Stuart Fort Bragg Division
190 East Spruce
Conference Room

Teleconference with:
Ukiah
Ukiah Valley Conference Center
200 South School Street

Point Arena City Hall
451 School St.
Point Arena, Ca 95468

Teleconference

A Zoom videoconference link has been provided to Board members and is available by request.

Please submit an access request to sara@mendocinotransit.org or call MTA Administration at (707) 462-1422.

Topic: MTA Regular Board Meeting

Time: August 27, 2025, 01:30 PM Pacific Time (US and Canada)

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 before 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 June 25, 2025, Regular Board Meeting

Action: Approve June 25, 2025, Meeting Minutes

2. Acceptance of Preliminary Unaudited Financial Statements

Action: Approve Preliminary Unaudited Financial Statements

D. ACTION & DISCUSSION

1. Unmet Needs

Action: Solicit Public Input

2. Presentation from Mendocino County Tobacco Prevention Coalition. Presented by Larry Olson

3. Discussion and Possible Acceptance of 24/25 Fiscal Year Single Audit

4. Discussion and Possible Approval of Resolution 2025-10 Transit and Intercity Rail Capital Program Master Agreement

5. Discussion and Possible Adoption of Resolution No. 2025-11 Authorizing Application to State of Good Repair for FY 25-26, State of Good Repair.

6. Discussion and Possible Approval of West America Bank, Savings Bank of Mendocino County and Umpqua Bank Signatories.

E. DIRECTOR AND MANAGEMENT REPORTS

1. Matters from Management

2. Matters from MCOG

3. Matters from Directors

F. ADJOURN

Anticipated adjournment is 3:30 p.m.

Americans with Disabilities Act (ADA) Compliance

Mendocino Transit Authority complies with the 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 under 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 to participate in the meeting should contact Sara Marquez at Mendocino Transit Authority by calling (707) 234-6456 or by email at sara@mendocinotransit.org at least 72 hours before the meeting.



**Board of Directors
Regular Meeting Minutes**

Wednesday, June 25, 2025,

1:30 p.m.

MTA Directors in Attendance

Tess Albin-Smith- Interim Chair
Jim Tarbell, Vice Chair
Susan Sher
Dan Doyle
George West
Matthew Alaniz

MTA Directors Absent

Maureen Mulheren

Staff in Attendance

Jacob King, Executive Director
Luis Martinez, Operations Manager
Mark Harvey, CFO
Bret Byrd, Maintenance Manager
Sara Marquez, Assistant Clerk of the Board

Staff Absent

Dawn White, Mobility Manager

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

AGENDA ITEMS

A. CALL TO ORDER– Tess Albin-Smith- Interim Chair called the meeting to order at 1:30 pm

B. PUBLIC COMMENT- None

C. CONSENT CALENDAR

1. Approval of Minutes of May 28, 2025, Regular Board Meeting
Action: Approve May 28, 2025, Meeting Minutes
2. Acceptance of Preliminary Unaudited Financial Statements
Action: Approve Preliminary Unaudited Financial Statements
3. Acceptance of Service Performance Report
Action: Approve Service Performance Report
4. Acceptance of the Board Meeting Schedule
Action: Approve Board Schedule
5. Acceptance of the Special Events Calendar
Action: Approve Special Events Calendar

Upon Motion by Director **West** seconded by Director, **Tarbell** the Board accepted the Consent Calendar C1- C5 by roll call vote: **AYES:** Albin- Smith, Doyle, Sher, West, Tarbell, and Alaniz. **NOES: 0**, **ABSTAIN: 0**, **ABSENT:** Mulheren.

D. ACTION & DISCUSSION

1. Unmet Needs
Action: Solicit Public Input

Director Albin-Smith shares a personal story about her husband taking MTA Route 65 to get to UCSF in Santa Rosa. He often misses the SMART train connection because the bus bypasses the station, goes to the airport, and only returns after the train has already left. He would prefer to be dropped off earlier, near the SMART station, but that isn't a regular stop. As a result, he ends up using other transit options like Golden Gate Transit. Director Albin-Smith suggests a potential solution involving a slight route adjustment.

In response, Executive Director King acknowledged the issue and mentioned that many agencies changed their schedules during COVID, causing poor coordination. They suggest that now may be a good time to bring together regional transit agencies (via MTC) to find a solution, possibly by adjusting Route 65 to better serve the SMART train stop without major changes.

2. Acceptance of MTA Triennial Audit Report April 2025
Action: Accept the Triennial Audit Report

Kathy Chambers from Moore and Associates gave a presentation for the Triennial Audit Report.

Kathy Chamber reported that out of the two compliance findings, one has already been resolved and the other will be implemented before the next triennial audit. As for the two functional recommendations, they may need additional funding and might not be fully completed by the next audit. However, the next auditor will primarily look for evidence of progress or a clear decision on whether to proceed with them. Specifically, if the modernization of the maintenance facility isn't completed, it's acceptable as long as there's documentation showing the issue has been addressed in some form.

Upon Motion by Director **Sher** seconded by Director, **Alaniz** the Board accepted the Triennial Report 22/23 – 23/24 by roll call vote: **AYES:** Albin- Smith, Doyle, Sher, West, Tarbell, and Alaniz. **NOES: 0**, ABSTAIN: 0, ABSENT: Mulheren.

3. Public Hearing: FY 2025 Workforce Report

Action: Accept the Workforce Report

Upon Motion by Director **Tarbell** seconded by Director, **Sher** the Board accepted the Workforce Report by roll call vote: **AYES:** Albin- Smith, Doyle, Sher, West, Tarbell, and Alaniz. **NOES: 0**, ABSTAIN: 0, ABSENT: Mulheren.

4. FY 25/26 Final Operating Budget Resolution 2025-08

Action: Approve Final Operating Budget Resolution 2025-08

Upon Motion by Director **West** seconded by Director, **Alaniz** the Board approved Final Operating Budget Resolution 2025-08 by roll call vote: **AYES:** Albin- Smith, Doyle, Sher, West, Tarbell, and Alaniz. **NOES: 0**, ABSTAIN: 0, ABSENT: Mulheren.

5. FY 25/26 Final Capital Budget Resolution 2025-09

Action: Approve Final Capital Budget Resolution 2025-09

Upon Motion by Director **Alaniz** seconded by Director, **Sher** the Board approved Final Operating Budget Resolution 2025-09 by roll call vote: **AYES:** Albin- Smith, Doyle, Sher, West, Tarbell, and Alaniz. **NOES: 0**, ABSTAIN: 0, ABSENT: Mulheren.

6. Election of Chair to serve from July 1, 2025 to June 30, 2027

Action: Elect a Chair to the Board.

At the Regular Board Meeting held on June 25, 2025, the Board of Directors nominated Director Tess Albin-Smith to serve as Chair of the Board for the term beginning July 1, 2025, and ending June 30, 2027.

Upon Motion by Director **Tarbell** seconded by Director, **Doyle** the Board approved Director Albin- Smith to serve as Board Chair by roll call vote: **AYES:** Albin- Smith, Doyle, Sher,

West, Tarbell, and Alaniz. **NOES: 0**, ABSTAIN: 0, ABSENT: Mulheren.

Director Albin-Smith formally accepted the nomination, and the Board approved the appointment in accordance with its bylaws and procedures.

E. DIRECTOR AND MANAGEMENT REPORTS

1. Matters from Management

Mark Harvey, CFO reported that the Single Audit was not ready for the current board meeting and will be presented at the next board meeting. In the meantime, the CFO is focusing on year-end financial tasks, including handling complex journal entries and properly separating accounts payable and payroll between the two fiscal years, with the year ending in five days. Additionally, the CFO is continuing to collaborate with Jacob on fundraising efforts and making budget adjustments as needed.

Luis Martinez, Operations Manager, highlighted several upcoming events for the Fourth of July week, including **Frontier Days**, the **Salmon Barbecue in Fort Bragg**, and the **Fireworks display in Point Arena**. Due to a **shortage of drivers** during this busy period, it's **all hands on deck**. The manager expressed appreciation to the drivers for their increased participation in these community events and noted that **staff have been generally receptive and willing to go the extra mile**. Continued support and engagement from the team is valued and encouraged.

Bret Byrd, Maintenance Manager, shared that he will be traveling to Ohio on July 7th for a final inspection and sign-off of three Endura cutaway vehicles. This trip is part of the final steps to ensure that previously identified issues have been addressed. Byrd expressed excitement about the trip and the progress toward acquiring the new vehicles.

Saskia Rymer Burnett -Caltrans District 1 - Eureka

Saskia provided several updates from Caltrans:

- The FTA 5310 Call for Projects was released on June 30, with applications due by September 3. An information session to assist agencies with the application process will be held in July, date TBD. This has already been shared with SSTAC and local transit agencies.
- FTA formula funding for FY 2025 appears solid, with full apportionments in place.
- LCTOP funds for FY 2024–25 is already set, but, as in past years, there's some

uncertainty in timing. Funds are expected to be distributed in late summer.

- District Transit Plans are underway. These two-year plans aim to identify transit needs along the state highway system and comply with SB 960 by integrating transit into Caltrans SHOPP projects. The stakeholder engagement phase is about to begin, involving MTA, HTA, and other District 1 agencies.
- A draft of the Director's Policy on Transit will soon be released for public comment. MTA will receive an invitation to provide feedback in the coming weeks.

2. **Matters From MCOG.** – No Report.

3. **Matters from Directors**

Alaniz shared that this year will be the 99th year celebrating Frontier Days in Willits and thanked MTA, who will be participating in the parade.

Albin-Smith shared that the Fourth of July festivities, including the world's largest salmon barbecue on July 5th, are major community events. The salmon is brought in from Alaska, and the event serves around 5,000 people, with Director Albin-Smith personally involved in ticket sales.

She also noted an important and highly controversial Mill Site Review Workshop happening tomorrow at 5:30 PM at Cotton Auditorium, due to the scale and significance of the topic.

F. **ADJOURN**

The meeting adjourned at 3:20 p.m.

Americans with Disabilities Act (ADA) Compliance

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Meeting Date: August 27th, 2025

Agenda Item: #C.2

AGENDA SUMMARY REPORT

SUBJECT:

Preliminary Unaudited Financial Statements July 2024 – June 2025

SUMMARY:

Preliminary Unaudited Financial Reports for the Months of July 2024 through June 2025 from MTA's QuickBooks accounting system including the Statement of Net Position and Statement of Revenues and Expenses.

Revenue of \$7,564,384 is 94.2% of budgeted revenue of \$8,032,366 for the year, with 100% of year elapsed.

Expenses of \$7,594,415 are 95.7% of budgeted expenses of \$7,933,591 for the year, with 100% of year elapsed.

Mendocino County has not closed FY 2023-2024 as of this date, and changes to these preliminary Financial Reports may occur.

STAFF RECOMMENDATION:

Accept Unaudited Financial Statements for July 2024 through June 2025.

ATTACHMENTS:

Statement of Net Position as of June 30th, 2025.

Statement of Revenues and Expenses July 2024 – June 2025.

Mendocino Transit Authority
Statement of Net Position
As of June 30th, 2025

ASSETS

Current Assets

Checking/Savings

101.900 · Cash

101.100 · Cash-Operating

Operating Cash 928,826

Senior Operating 459,285

Payroll & Benefits Operating 489,932

Total 101.100 · Cash-Operating Total 1,878,043

101.200 · Cash-Capital

101.202 · Capital Wkg-MUNIS #4100 1,087,794

101.123 · Capital LCTOP-MUNIS #2110 894,088

101.203 · Cap CALOES -MUNIS #4140 2,518

101.204 · Capital PTMISEA-MUNIS #4230 3,196

Total 101.200 · Cash-Capital 1,987,597

Total 101.900 · Cash 3,865,640

Total 102.000 · Accounts Receivable 1,370,599

Other Current Assets

Total 102.300 · Grants Receivable 1,075,765

Total 102.100 · Accounts Receivable Other 45,000

Total 103.990 · Inventory 68,254

104.199 · Prepaid Expenses Total

104.101 · Prepaid Expenses 15,004

104.102 · Prepaid Insurance 61,891

104.103 · Prepaid Workers Comp 56,809

Total 104.199 · Prepaid Expenses Total 133,704

Total 104.200 · Undeposited Funds 5,870

Total Other Current Assets 1,328,593

Total Current Assets 6,564,832

Fixed Assets

Total 111.900 · Fixed Assets 22,353,730

Total 111.910 · Accumulated Depreciation -15,863,580

Total 115.900 · Construction in Progress 1,038,586

Total 121.900 · Intangible Total 15,000

Total 121.910 · Accum Amortization Total -15,000

Total 122.900 · Right to Use - Willits Lease Net 34,526

Total Fixed Assets 7,563,262

Other Assets

Total 131.900 · Deferred Outflows of Resource 1,742,997

Total Other Assets 1,742,997

TOTAL ASSETS 15,871,091

Mendocino Transit Authority
Statement of Net Position
As of June 30th, 2025

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

Total Accounts Payable	175,922
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Credit Cards

201.300 · Umpqua Credit Card	12,544
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Total Credit Cards	12,544
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Other Current Liabilities

202.100 - Deferred Grant Revenue	1,460,967
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204.100 · MCOG FY22/23 LTF Repayment	729,675
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205.700 · Uncashed Checks	9,422
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205.900 · Accruals Total

201.101 · Accrued Expenses	51,923
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203.150 · Garnishments Payable	116
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205.200 · Accrued Payroll	145,671
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205.500 · Accrued Vacation	222,858
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205.600 · Accrued Sick Leave	121,432
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Total 205.900 · Accruals Total	542,001
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206.900 · Lease Liabilities

206.000 · Lease Liability - Willits Lease	35,959.00
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Total 206.900 · Lease Liabilities	35,959.00
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Total Other Current Liabilities	2,778,025
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Total Current Liabilities	2,966,491
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Long Term Liabilities

231.900 · Prov-Restricted Funds

231.100 · Provision for Liability	18,415
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231.200 · Provision for Vehicle Damage	3,001
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231.300 · Provision for Unemployment	174,776
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231.400 · Provision for Cafeteria Plan	14,878
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Total 231.900 · Prov-Restricted Funds	211,070
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235.300 · Deferred Inflows of Resource	129,567
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235.910 · Pension Liabilities	3,263,279
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Total Long Term Liabilities	3,603,916
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Total Liabilities	6,570,407
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Equity

Total 399.900 · Equity	9,982,802
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Net Income	-682,117
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Total Equity	9,300,684
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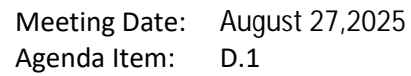
TOTAL LIABILITIES & EQUITY	15,871,091
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Mendocino Transit Authority
Statement of Revenues, Expenses
July 2024 - June 2025

	TOTAL		
	Actual	Budget	% of Budget
Ordinary Income/Expense			
Income			
411.000 · OPERATING REVENUE.			
401.110 Fixed Route Farebox Revenue	291,021	275,000	105.8%
401.111 Dial-A-Ride Farebox Revenue	62,762	85,000	73.8%
402.100 Redwood Coast Regional Center	90,338	65,000	139.0%
409.200 · Sonoma County Contract	180,000	180,000	100.0%
Total 411.000 · OPERATING REVENUE.	624,122	605,000	103.2%
420.000 · REVENUES FROM OTHER SOURCES			
406.100 · Advertising Contract	103,959	125,000	83.2%
407.100 · Maintenance Revenue	27,954	30,500	91.7%
407.400 · Investment(Interest) Income	46,065	7,500	614.2%
407.500 · Other - Fuel Rebates, Etc.	2,256	14,000	16.1%
409.100 · Local Transportation Fund (LTF)	3,446,637	2,721,637	126.6%
409.109 · LTF - Senior Centers - income	624,499	518,407	120.5%
510.100 · LTF - Senior Centers - expense	-573,500	-518,407	110.6%
407.115 · Senior Center Administration	26,500	26,500	100.0%
409.110 · State Transit Assistance (STA)	1,197,778	1,197,778	100.0%
422.000 · 5310 Operating Assistance	150,000	150,000	100.0%
413.101 · 5311 Operating Assistance	738,115	738,115	100.0%
490.100 MCOG FY22/23 LTF Repayment	0	725,000	0.0%
409.120 · State - SB125 Operating	850,000	725,000	117.2%
409.103 · Local Operating 4090	0	293,485	0.0%
413.110 · 5311(f) Operating Assistance	300,000	300,000	100.0%
413.113 · 5311 CARES Assistance	0	251,056	0.0%
413.113 · 5311(f) CARES Assistance	0	121,795	0.0%
Total 420.000 · REVENUES FROM OTHER SOURCES	6,940,263	7,427,366	93.4%
Total Income	7,564,384	8,032,366	94.2%
Expense			
Total 501.100 · WAGES	4,050,909	3,870,899	104.7%
Total 510.000 · BENEFITS	1,574,094	1,956,767	80.4%
520.000 · SERVICE/USER FEES			
521.000 · Vehicle Technical Services	5,383	10,000	53.8%
521.250 · Towing	0	3,000	0.0%
521.500 · Property Maintenance Services	846	3,500	24.2%
521.700 · Contract IT Services	24,474	40,000	61.2%
503.202 · Legal Counsel	56,397	60,000	94.0%
508.100 · Purch. Trans (Willits DAR)	0	2,400	0.0%
523.000 · Marketing	6,781	12,000	56.5%
509.300 · Advertising, Legal Notices	44,486	48,000	92.7%
524.000 · Software Maintenance Fees	138,560	60,000	230.9%
524.200 · Drug & Alcohol Services	7,824	8,000	97.8%
525.000 · Facility Security System	2,633	2,500	105.3%
525.500 · Accident / Incident Payables	0	25,000	0.0%
503.200 · Professional & Technical Svcs	232,644	275,000	84.6%
Total 520.000 · SERVICE/USER FEES	520,028	549,400	94.7%
530.000 · MATERIALS & SUPPLIES			
504.110 · Fuel	488,121	550,000	88.7%
504.120 · Tires	35,790	45,000	79.5%
504.115 · Lubrication	29,687	20,000	148.4%
532.500 · Tools	3,020	4,000	75.5%
504.100 · Vehicle Maint & Repair Parts	153,983	110,000	140.0%
504.200 · Expensed Parts	410	3,125	13.1%

Mendocino Transit Authority
Statement of Revenues, Expenses
July 2024 - June 2025

	TOTAL		
	Actual	Budget	% of Budget
504.610 · Shop Supplies	9,318	20,000	46.6%
504.620 · Facilities,Maint & Repair Parts	26,904	45,000	59.8%
504.400 · Office Supplies	20,209	35,000	57.7%
509.200 · Printing (Schedules,brochures)	4,790	20,000	23.9%
537.000 · Safety & Emergency Supplies	9,039	20,000	45.2%
537.500 · Other Materials & Supplies	41,509	25,000	166.0%
Total 530.000 · MATERIALS & SUPPLIES	822,778	897,125	91.7%
540.000 · UTILITIES.			
541.000 · MTA Base -Water, Sewer & Waste	10,143	15,000	67.6%
541.250 · FB-Water,Sewer, Waste & Propane	4,685	7,000	66.9%
541.500 · Willits-Water, Sewer & Waste	2,385	4,000	59.6%
542.000 · PG&E-Ukiah, Fort Bragg,Willitts	34,374	35,000	98.2%
543.000 · TPX- Ukiah Phones / Internet	51,909	50,000	103.8%
543.250 · Comcast-Fort Bragg Phones/Inter	3,343	1,750	191.0%
544.000 · Verizon-Admin / OPS Cellular	39,429	35,000	112.7%
Total 540.000 · UTILITIES.	146,268	147,750	99.0%
Total 560.000 · VEHICLE,CASUALTY & LIABILITY	403,066	400,000	100.8%
570.000 · TAXES			
571.000 · Taxes-State Bd of Equalization	245	650	37.7%
572.000 · Vehicle Licensing & Reg Fees	529	2,000	26.5%
Total 570.000 · TAXES	774	2,650	29.2%
580.000 · MISCELLANEOUS			
504.510 · Dues & Subscriptions	10,660	20,000	53.3%
502.700 · Travel	37,299	25,000	149.2%
582.250 · Board Expenses	3,685	7,000	52.6%
583.000 · Safety Program	2,593	3,000	86.4%
509.800 · Training	5,235	20,000	26.2%
584.500 · CDL & DOT Physical Expenses	8,462	7,000	120.9%
509.100 - Other Miscellaneous	-701	15,000	-4.7%
Total 580.000 · MISCELLANEOUS	67,233	97,000	69.3%
590.000 · LEASES & RENTALS			
591.000 · Leases & Rentals	9,265	12,000	77.2%
Total 590.000 · LEASES & RENTALS	9,265	12,000	77.2%
Total Expense	7,594,415	7,933,591	95.7%
 Net Ordinary Income Before Depreciation	 -30,031	 98,775	
 Depreciation Expense	 -1,204,521	 1,120,000	
 Net Ordinary Income After Depreciation	 -1,234,552	 -1,021,225	
 409.101 · MCOG - SGR/Caltrans SB125 (CAPITAL)	 552,435		
 Net Income - Balance Sheet	 -682,117		

[illegible]



2023-2024 UNMET NEEDS REQUESTS

[illegible]



Meeting Date: August 27, 2025

Agenda Item: D.2

AGENDA SUMMARY REPORT

Discussion and Possible Direction to Enhance No Smoking Signage at the Bus Stops.

SUMMARY:

The MTA received a request from the Mendocino County Tobacco Prevention Coalition

Tobacco Prevention Program develops and implements culturally responsive community strategies to create a healthier Mendocino County through building awareness of tobacco and nicotine products, supporting freedom from nicotine addiction, gathering and amplifying public support for actions and policies that address the impact of commercial tobacco and nicotine on our community, and empowering local leadership.

Presentation by Larry Olson

This request is for enhanced signage at the bus stops.

The MTA currently prohibits smoking at bus stops.

STAFF RECOMMENDATION:

Direct staff to implement better signage at the MTA bus stops.

ATTACHMENTS:

None



Meeting Date: August 27, 2025

Agenda Item: D.3

AGENDA SUMMARY REPORT

Discussion and Possible Acceptance of Single Audit for Fiscal Year 2024-2025.

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 2024-2025 Single Audit Report June 30, 2025.

ATTACHMENTS:

Mendocino Transit Authority Single Audit Report June 30, 2025.

DRAFT

6/27/2025

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, 2024

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DRAFT

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, 2024, 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 March 18, 2025.

Report on 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 opinions 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 or significant deficiencies may exist that have not been identified.

Report on 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.

O'Connor & Company

O'Connor & Company

Novato, California
March 18, 2025

DRAFT

INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE AND REPORT ON
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Mendocino Transit Authority
Ukiah, California

Report on Compliance for Each Major Federal Program

Opinion on 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, 2024. 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.

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, 2024.

Basis for Opinion on Each Major Federal Program

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). Our responsibilities under those standards and Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Mendocino Transit Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Mendocino Transit Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Mendocino Transit Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Mendocino Transit Authority's compliance based on our audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Mendocino Transit Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Mendocino Transit Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Mendocino Transit Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 Mendocino Transit Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 a 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 Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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 the Mendocino Transit Authority as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise Mendocino Transit Authority's basic financial statements. We issued our report thereon dated March 18, 2025, 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.

O'Connor & Company
O'Connor & Company

Novato, California

June XX, 2025 (Except for our report on the Schedule of Expenditures of Federal Awards, for which the date is March 18, 2025)

Mendocino Transit Authority
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2024

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	64BA22-02099	\$ 732,129
*Operating Assistance-5311	20.509	64CA23-02221	300,000
*ARPA - Emergency relief operating assistance	20.509	64T021-01861	251,057
*ARPA	20.509	64M021-01907	<u>166,801</u>
Subtotal			<u>1,449,987</u>
Enhanced Mobility of Seniors - 5310 Transit Services Program Cluster	20.513	64AM21-01983	<u>115,465</u>
*5399 Bus and Facilities Formula Federal Transit Cluster	20.526	64GC20-01513	<u>768,695</u>
Total U.S. Department of Transportation Pass-through Programs			<u>2,334,147</u>
Total Expenditures of Federal Awards			<u>\$ 2,334,147</u>

* Major Program

Mendocino Transit Authority
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
June 30, 2024

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (SEFA) includes the federal grant activity of Mendocino Transit Authority under programs of the federal government for the year ended June 30, 2024. The information in the SEFA 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 SEFA 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 ACCOUNTING

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 SEFA 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 SEFA 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 (FALN)

The FALN number included in the accompanying SEFA was determined based on the program name, review of the award contract, and the Office of Management and Budget's Catalog of Federal Assistance Listings.

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

NOTE 7 - RELATIONSHIP TO BASIC FINANCIAL STATEMENTS

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

NOTE 8 - PASS-THROUGH ENTITIES' IDENTIFYING NUMBER

When federal awards are received from a pass-through entity, the SEFA 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.

Mendocino Transit Authority
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2024

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. Non-compliance 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>FALN</u>	<u>Federal Program Name or Cluster</u>	<u>Amount</u>
20.509	Formula Grants for Rural Areas and Tribal Transit Program	\$1,449,987
20.526	Federal Transit Cluster	\$768,695
5. The dollar threshold used to distinguish between type A and type B programs: \$750,000
6. Auditee is 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, 2024

Recommendation

Status/Explanation

There were no prior year findings or recommendations.

DRAFT



Meeting Date: August 27, 2025

Agenda Item: D.4

AGENDA SUMMARY REPORT

Discussion and Possible Approval of Resolution 2025-10 Transit and Intercity Rail Capital Program Master Agreement

SUMMARY:

To Fund Mendocino Transit Authority Contactless Payment Routers

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by Senate Bill 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. Through the six cycles of TIRCP funding, the California State Transportation Agency (CalSTA) has awarded more than \$10 billion in funding to 132 projects throughout the state. The legislation of these bills is established in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill 398 (Chapter 135) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account for new programming.

STAFF RECOMMENDATION:

Approval of Resolution 2025-10

ATTACHMENTS:

Mendocino Transit Authority , Caltrans TIRCP Master Agreement Draft

California State Transportation Agency
Transit and Intercity Rail Capital Program

Grant Recipient:

Mendocino Transportation Authority

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation
Division of Local Assistance
1120 N Street, Room 3300
P.O. Box 942874, MS-39
Sacramento, California 94274-0001

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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Effective Date of this Agreement: May 25th, 2025 or upon final signature,
whichever is later

Termination Date of this Agreement: May 25th, 2035

Recipient: Mendocino Transit Authority

Application Funding: The Greenhouse Gas Reduction Fund, Senate Bill 1 Fund, and General Fund are the applicable funding sources covered by this Agreement and will be identified in each specific Program Supplement, adopting the terms of this Agreement.

RECITALS

1. WHEREAS, The Global Warming Solutions Act of 2006, codified at Cal. Health & Safety C. § 38500 et seq. (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. The Act required California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.

2. WHEREAS, the Cap-and-Trade Program is a key element in California's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.

3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the

GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of the Act.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).

5. WHEREAS, TIRCP is funded pursuant to Public Resources Code section 75220 et seq. and Health and Safety Code section 39719 et seq.

6. WHEREAS, as directed by Cal. Pub. Resources C. §§ 75223, 75224, CalSTA has established and updated TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.

7. WHEREAS, Recipient submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.

8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.

9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

ARTICLE I - DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) codified at Cal. Health & Safety C. §§ 38500 et seq.

1.2 "Agreement" shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 "Award Agreement" shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.4 "California Department of Transportation" or "Caltrans" or "Department" or "State" means the State of California, acting by and through its Department of Transportation of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 "California Transportation Commission" or "CTC" shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 "Effective Date" means the date set forth on page 4 of this Agreement.

1.7 "Greenhouse Gas Reduction Funds" or "GGRF" shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California's transit systems and intercity, commuter, and urban rail systems.

1.8 "Senate Bill 1" or "SB 1" shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California's transit systems and intercity, commuter, and urban rail systems.

1.9 "General Fund" shall mean the funds subject to Chapters 21, 69, and 240, Statutes of 2021, authorizing the State to fund capital improvements and investments for California's transit systems and intercity, commuter, and urban rail systems.

1.10 "Overall Funding Plan" has the meaning set forth in Article II, Section 2(A)(5)(c).

1.11 "Program Guidelines" shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.12 "Program Supplement" shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include

expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.13 "Program Supplement Last Expenditure Date" and refers to the last date for Recipient to incur valid Project costs or credits.

1.14 "Program Supplement Termination" shall occur when the Recipient's obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

1.15 "Project" shall mean the project identified in Recipient's application.

1.16 "Project Closeout Report" shall have the meaning set forth in Article II, Section 3(B).

1.17 "Project Financial Plan" shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.18 "Progress Payment Invoice" shall have the meaning set forth in Article II, Section 3A.

1.19 "Project Schedule" has the meaning set forth in Article II, Section 2(A)(5)(b).

1.20 "Scope of Work" has the meaning set forth in Article II, Section 2(A)(5)(a).

1.21 "Secretary" shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.22 "State" shall mean the State of California.

1.23 "TIRCP Projects" shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION

Section 1. TIRCP Projects and Project Management

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of **GGRF, SB 1, and/or General Funds** (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State's Project Administrator:	Recipient's Project Administrator:
Department of Transportation	Mendocino Transit Authority
Yesenia Ochoa	Jacob King
Branch Chief	Executive Director
Capital Projects North Branch	(707)234-6444
Phone: (916)654-9493	jacob@mendocinotransit.org
Email: Yesenia.Ochoa@dot.ca.gov	

Section 2. Program Supplement

A. General

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.

2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.

3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.

4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.

5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.

a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.

b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to **GGRF, SB 1 and/or General Funds** allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the

applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the **GGRF, SB 1 and/or General Funds** is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings and Project Completion*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

3. Program supplements will indicate the Project or Component proration of funding match.
4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

D. Scope of Work

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.
2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the **GGRF, SBI, and General Funds** are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.
3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

E. Program Supplement Amendments

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

Section 3. Allowable Costs and Payments

A. Allowable Costs and Progress Payment Invoice

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable

costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.

2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from **GGRF, SB 1 and/or General Funds** (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the **GGRF, SB 1 and/or General Funds** source.

B. Final Invoice

The Program Supplement Last Expenditure Date(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180th) day following the Project Last Expenditure Date.

ARTICLE III – GENERAL PROVISIONS

Section 1. Funding

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

Section 2. Audits and Reports

A. Cost Principles

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.
2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.
3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.
4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. Record Retention

1. Recipient 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 Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing

the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by 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 Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and 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 Agreement and Program Supplement 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 to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, 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 State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. *Reporting Requirements*

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information;

a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB);

a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and

e. The project duration as compared to the project schedule in the project application.

Section 3. Special Requirements

A. California Transportation Commission Resolutions

1. Recipient shall adhere to applicable CTC policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of **GGRF, SB 1 and/or General Funds**. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to **GGRF, SB 1 and/or General Funds**, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

B. Recipient Resolution

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. *Termination*

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend **GGRF, SB 1, and/or General Funds** monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination

date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to

continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair

market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of

State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. *Disputes*

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2

of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Commented [A1]: Removal requested by Joe Carrol 6/3/2024. It is repeated on the next line and is not necessary.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, 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 Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an

exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. Miscellaneous Provisions

A. *Successor Acts*

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Local Assistance

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Local Assistance, TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

Mendocino Transit Authority

241 Plant Road

Ukiah, CA 95482

Attention: Jacob King

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

1. Recipient hereby represents and warrants to the Department that:

a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreement have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any write, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreement have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to

equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

The Agreement have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Mendocino Transportation Authority

BY: _____

Marlon Flournoy
Deputy Director, Planning and
Modal Programs

BY: _____

Jacob King
Executive Director

DATE: _____

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY: _____

Deputy Attorney

DATE: _____

APPENDIX A
TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION

(INSERT GUIDELINES AND DEPARTMENT DELEGATION)

APPENDIX B
RECIPIENT'S RESOLUTION
(INSERT AGENCY BOARD RESOLUTION)



**RESOLUTION NO. 2025-10
MENDOCINO TRANSIT AUTHORITY
AUTHORIZATION FOR THE EXECUTION OF A
MASTER AGREEMENT,
BASELINE AGREEMENT AND
PROGRAM SUPPLEMENTS FOR
STATE-FUNDED TRANSIT PROJECTS**

WHEREAS, the Mendocino Transit Authority may receive state funding from the California Department of Transportation (Caltrans) now or sometime in the future for transit projects; and

WHEREAS, Caltrans utilizes Master Agreements for State-Funded Transit Projects, along with associated Baseline Agreements and Program Supplements for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the Mendocino Transit Authority wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director or their designee; and

NOW, THEREFORE, BE IT HERE 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 this agreement and applicable statutes, regulations, and guidelines for all state-funded transit projects; and

Resolution 2025-10 Master Agreement State-Funded Transit Projects August 27, 2025

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Executive Director or their designee be authorized to execute the Master Agreement, all Award Agreements, and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

Adoption of this Resolution was moved by Director _____ and seconded by Director _____ at a regular meeting of the MTA Board of Directors on August 27, 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____

Tess Albin-Smith, Interim Chair

Jacob King, Executive Director



Meeting Date: August 27, 2025
Agenda Item: D.5

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Adoption of Resolution No. 2025-11 Authorizing Application to State of Good Repair for FY 25-26, State of Good Repair.

SUMMARY:

The State of Good Repair (SGR) program is a transit capital funding program created by the Road Repair and Accountability Act of 2017, also known as Senate Bill (SB) 1. This funding source is derived from a fee on vehicle registrations. SGR is a capital program and cannot be used for operations or project development as a stand-alone project. Eligible uses of SGR funds include:

- Transit capital projects to maintain, repair or modernize a transit operator's existing transit fleet or facilities,
- Design, acquisition, and construction of new vehicles or facilities that improve existing transit services, and
- Services that complement local efforts for repair and improvement of local transportation infrastructure.

The deadline for submission of the FY 2025/26 SGR Project List is September 1, 2025. The estimated SGR funds available for this fiscal year to MTA total \$168,496 as identified in an August 2025 estimate from the State Controller. These funds are allocated quarterly. Up to four years of funding can be accrued for a project. Once the project is started, four years are allowed for expenditure. This year, MTA proposes to use FY 2025/26 SGR funds for the Repair of three Gillig Coaches currently in MTA's fleet with major repair needs .

Approval of this request would allow MTA staff to work with MCOG on applying for the project description and programing the 25-26 SGR funds needed to complete the project as outlined above.

STAFF RECOMMENDATION:

Action: Adopt Resolution No. 2025-11 Authorizing the Executive Director to Apply for State of Good Repair funding for FY 25-26 State of Good Repair Grant

ATTACHMENTS:

Resolution No. 2025-11

**MENDOCINO TRANSIT AUTHORITY
RESOLUTION #2025-11**

**APPROVING THE PROJECT LIST FOR FY 2025-26
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

WHEREAS, SGR funds are allocated by the Mendocino Council of Governments (MCOG); and

WHEREAS, these funds will be used for projects on the attached list; and

WHEREAS, in order to qualify for these funds, the MTA is required to submit a proposed project list to the MCOG on an annual basis; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Mendocino Transit Authority hereby approves the SB1 State of Good Repair Project List for FY 2025-26; and

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 document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Executive Director of MTA is hereby authorized to submit a request for Scheduled Allocation of the SB1 State of Good Repair Funds and to execute the related grant applications, forms and agreements.

Adoption of this Resolution was moved by Director_____, seconded by Director_____, and carried on this 27th day of August 2025 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Tess Albin-Smith, Chair



Meeting Date: August 27, 2025

Agenda Item: D.6

AGENDA SUMMARY REPORT

SUBJECT:

Discussion and Possible Approval of West America Bank, Savings Bank of Mendocino County and Umpqua Bank Signatories.

SUMMARY:

Due to the recent changes in the officers on the Mendocino Transit Authority Board of Directors, it is necessary to update the authorized signatories with our banks. The MTA uses the West America Bank to deposit our South Coast Route 75 and 95 passenger fares. The MTA uses the Saving Bank of Mendocino County to deposit our North Coast Route 5, 60, 65 and Dial-A-Ride passenger fares. The MTA uses the Umpqua Bank to deposit our Inland Route 1, 7, 9, 20 and Dial-A-Ride passenger fares and MTA payroll. Each bank will accept a copy of MTA minutes appointing the signatories.

The following individuals are authorized on behalf of Mendocino Transit Authority to open/close/withdraw and perform maintenance on account(s) for Mendocino Transit Authority:

1. Executive Director - Jacob King
2. Chief Financial Officer - Mark Harvey

These individuals are authorized to sign checks drawn on Mendocino Transit Authority account(s):

1. Chair - Tess Albin-Smith
2. Vice Chair - Jim Tarbell
3. Executive Director - Jacob King
4. Maintenance Manager - Bret Byrd
5. Operations Manager-Luis Martinez

Staff recommends approval of the updated signatories on the Bank Accounts.



SERVING MENDOCINO COUNTY SINCE 1976

August 27, 2025

Update Accounts
West America Bank

Re: Account # 204-16073-3

The following individuals are authorized on behalf of Mendocino Transit Authority to open close withdraw and perform maintenance on account(s) for Mendocino Transit Authority:

1. Executive Director - Jacob King
2. Chief Financial Officer - Mark Harvey

These individuals are authorized to sign checks drawn on Mendocino Transit Authority account(s):

1. Chair - Tess Albin-Smith
2. Vice Chair - Jim Tarbell
3. Executive Director - Jacob King
4. Maintenance Manager - Bret Byrd
5. Operations Manager - Luis Martinez

Sincerely,

Tess Albin-Smith
Chairperson of the Board

Jacob King
Executive Director



SERVING MENDOCINO COUNTY SINCE 1976

August 27, 2025

Update Accounts
Savings Bank of Mendocino County

Re: Account # 2467

The following individuals are authorized on behalf of Mendocino Transit Authority to open close withdraw and perform maintenance on account(s) for Mendocino Transit Authority:

1. Executive Director - Jacob King
2. Chief Financial Officer - Mark Harvey

These individuals are authorized to sign checks drawn on Mendocino Transit Authority account(s):

1. Chair - Tess Albin-Smith
2. Vice Chair - Jim Tarbell
3. Executive Director - Jacob King
4. Maintenance Manager - Bret Byrd
5. Operations Manager - Luis Martinez

Sincerely,

Tess Albin-Smith
Chairperson of the Board

Jacob King
Executive Director



SERVING MENDOCINO COUNTY SINCE 1976

August 27, 2025

Update Accounts
Umpqua Bank

Re: Account # 2534, 2776, 4715, 5909, 6154 & 7578

The following individuals are authorized on behalf of Mendocino Transit Authority to open close withdraw and perform maintenance on account(s) for Mendocino Transit Authority:

1. Executive Director - Jacob King
2. Chief Financial Officer - Mark Harvey

These individuals are authorized to sign checks drawn on Mendocino Transit Authority account(s):

1. Interim Chair - Tess Albin-Smith
2. Vice Chair - Jim Tarbell
3. Executive Director - Jacob King
4. Maintenance Manager - Bret Byrd
5. Operations Manager - Luis Martinez

Sincerely,

Tess Albin-Smith
Interim Chairperson of the Board

Jacob King
Executive Director