

CALAVERAS COUNCIL OF GOVERNMENTS

AMANDA FOLENDORF
BOARD OF SUPERVISORS
GARY TOFANELLI - VICE CHAIR
BOARD OF SUPERVISORS
MICHAEL CHIMENTE
CITY COUNCIL MEMBER
SCOTT BEHIEL
CITY COUNCIL MEMBER
TREVOR WITKE
CITIZEN MEMBER
TIM MUETTERTIES - CHAIR
CITIZEN MEMBER
PAT BETTINGER
CITIZEN MEMBER



MELISSA RAGGIO
EXECUTIVE DIRECTOR
ANNE DELL'ORTO
ADMINISTRATIVE SERVICES OFFICER
TYLER PELLAND
TRANSPORTATION PLANNER
ABIGAYLE STEFFES
ADMINISTRATIVE ASSISTANT
MONICA STREETER
LEGAL COUNSEL

October 7, 2026
5:30 PM
Regular Meeting - Agenda

THIS MEETING WILL BE HELD IN THE BOARD OF SUPERVISORS CHAMBERS
891 MOUNTAIN RANCH RD. SAN ANDREAS, CA 95249

To view or participate in the meeting online, please use the following link:

<https://us06web.zoom.us/j/84123317640?pwd=L8Yw7B3RwatkcnKRgKBXke76HA8lvg.1>

To provide public comment by phone, dial 1 (669) 444-9171 or 1 (253) 205-0468; Access Code 841 2331 7640; Passcode: 961639. Please mute your phones once connected.

If you would like additional information or have questions on how to view or participate in the meeting online, please contact Anne Dell'Orto at adellorto@calacog.org or at (209) 754-2094 or visit the CCOG website at: www.calacog.org/virtual-meeting-information/.

THE CALAVERAS TRANSIT AGENCY WILL CONVENE IMMEDIATELY FOLLOWING THE CALAVERAS COUNCIL OF GOVERNMENTS MEETING OR AS DEEMED CONVENIENT BY THE PRESIDING OFFICER.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

1. Report Out of Closed Session
The Council held a Closed Session on September 2, 2026 Pursuant to Government Code section 54957

CONSENT AGENDA

Consent Agenda Items are expected to be routine and non-controversial, and will be acted upon by the Council at one time without discussion. Any Council Member, Staff Member, or interested parties, may request that an item be removed from the Consent Agenda for further discussion.

2. Approval of the Calaveras Council of Governments Regular Meeting Minutes for September 2, 2026
3. Resolution No. FY 27-4 Authorizing the Executive Director to Execute Certifications & Assurances and the Authorization Form for the Low Carbon Transit Operations Program (LCTOP) FY 2025/26 Projects

4. Resolution No. FY 27-5 Approving an Allocation to the County Public Works Department for FY 2025/26 Excess Local Transportation Funds (LTF) for Streets and Roads in the Amount of \$287,594.76
5. Resolution No. FY 27-6 Approving FY 2025/26 Excess Local Transportation Funds (LTF) for Streets and Roads Allocation in the Amount of \$25,008.24 for the City of Angels
6. Minute Order Authorizing the Executive Director to Execute a No Cost Time Extension with Fehr & Peers for the Travel Demand Model Update
8. Correspondence
 - a. CCOG Citizen Member Recruitment Flyer

REGULAR AGENDA

9. Public Comment – Five (5) minutes per person. Comments shall be limited to items that are within the subject matter jurisdiction of the Council and not on the posted Agenda; Government Code Section 54954.3(a).
10. Resolution No. FY 27-7 Adopting a Proclamation Recognizing Alvin Broglio for His Service as a City of Angels Camp representative on the Calaveras Council of Governments
11. Caltrans Report-Verbal Report, No Supplemental Materials Included
12. Local Agency Reports (if present) -Verbal Reports, No Supplemental Materials Included
13. Minute Order Approving the Award of a Professional Services Agreement with Michael Baker International to conduct Triennial Performance Audits for Calaveras Council of Governments and Calaveras Transit Agency.
14. Resolutions Approving Allocation Instructions of FY 2026/27 Local Transportation Funds (LTF)
15. Resolution No. FY 27-10 Approving Allocation Instructions for FY 2026/27 Regional Surface Transportation Program (RSTP) Totaling \$11,416 to Fund the FY 2026/27 Overall Work Program Amendment No. 1
16. Council Report-Verbal Report, No Supplemental Materials Included
17. Staff Reports-Verbal Report, No Supplemental Materials Included
18. **ADJOURNMENT** - The next scheduled meeting of the CCOG is **November 4, 2026 5:30 P.M.**

If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact Anne Dell'Orto at 209-754-2094 for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting, should telephone or otherwise contact CCOG as soon as possible.

CALAVERAS COUNCIL OF GOVERNMENTS

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TRANSPORTATION PLANNER
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ADMINISTRATIVE ASSISTANT
MONICA STREETER
LEGAL COUNSEL

September 2, 2026
5:30 PM
Regular Meeting Minutes

TEL: (209) 754-2094

To view or participate in the meeting online, please use the following link:

<https://us06web.zoom.us/j/84123317640?pwd=L8Yw7B3RwatkcnKRgKBXke76HA8lvg.1>

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CALL TO ORDER

Attendee Name	Title	Status
Amanda Folendorf	Board of Supervisors	Present
Michael Chimente	City Council Member	Absent
Gary Tofanelli	Board of Supervisors	Present
Pat Bettinger	Citizen Member	Present
Scott Behiel	City Council Member	Present
Trevor Wittke	Citizen Member	Present
Tim Muettert	Citizen Member	Present

Meeting was called to order at 5:34 P.M. by Chairperson Tim Muettert.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Approval of the Calaveras Council of Governments Regular Meeting Minutes for June 3, 2026

RESULT: PASSED [UNANIMOUS]

MOVER: Scott Behiel, City Council Member
SECONDER: Pat Bettinger, Citizen Member
AYES: Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muetterties
ABSENT: Michael Chimento

2. FY 2025/26 Year End Financials and Budget to Actuals

RESULT: **PASSED [UNANIMOUS]**
MOVER: Scott Behiel, City Council Member
SECONDER: Pat Bettinger, Citizen Member
AYES: Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muetterties
ABSENT: Michael Chimento

3. FY 2025/26 Overall Work Program (OWP) Quarterly Report

RESULT: **PASSED [UNANIMOUS]**
MOVER: Scott Behiel, City Council Member
SECONDER: Pat Bettinger, Citizen Member
AYES: Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muetterties
ABSENT: Michael Chimento

4. Resolution No. FY 27-1 Approving FY 2026/27 State of Good Repair (SGR) Project List

RESULT: **PASSED [UNANIMOUS]**
MOVER: Scott Behiel, City Council Member
SECONDER: Pat Bettinger, Citizen Member
AYES: Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muetterties
ABSENT: Michael Chimento

5. Resolution No. FY 27-2 Adopting the Unmet Transit Needs Determination and Findings Report for Fiscal Year 2026/27

RESULT: **PASSED [UNANIMOUS]**
MOVER: Scott Behiel, City Council Member
SECONDER: Pat Bettinger, Citizen Member
AYES: Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muetterties
ABSENT: Michael Chimento

6. Correspondence
a. CCOG Citizen Member Recruitment Flyer
b. CCOG Richardson & Company Disclosure Letter

c. Longevity & Lifestyle Conference Flyer

RESULT:	PASSED [UNANIMOUS]
MOVER:	Scott Behiel, City Council Member
SECONDER:	Pat Bettinger, Citizen Member
AYES:	Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muetterties
ABSENT:	Michael Chimento

REGULAR AGENDA

7. Public Comment – Five (5) minutes per person. Comments shall be limited to items that are within the subject matter jurisdiction of the Council and not on the posted Agenda; Government Code Section 54954.3(a).

No public comment.

8. Caltrans Report-Verbal Report, No Supplemental Materials Included

Caleb Brock, Caltrans D10, provided information on current programs and funding opportunities. Council questions and comments.

9. City and County Reports

- a. Capital Improvement Program (CIP) Quarterly Report-City of Angels Projects
- b. Capital Improvement Program (CIP) Quarterly Report-Calaveras County Projects
- c. Capital Improvement Program (CIP) Quarterly Report-Calaveras Council of Governments

Micah Martin, County Public Works, provided an update on County CIP projects.
Michael Hodson, City of Angels Camp, provided an update on City CIP projects.
Melissa Raggio, Calaveras Council of Governments, provided an update on CCOG CIP projects.
No council discussion.

10. Minute Order Approving the Reprogramming of Congestion Mitigation Air Quality (CMAQ) Funds

Melissa Raggio, Executive Director, presented the item.
No council discussion.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Trevor Wittke, Citizen Member
SECONDER:	Gary Tofanelli, Board of Supervisors
AYES:	Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muetterties
ABSENT:	Michael Chimento

11. Discussion and Direction Regarding Excess Local Transportation Fund (LTF) Funding

Melissa Raggio, Executive Director, presented the item.
Council questions and comments.

12. Consideration of Grant Application for FY 2027/28 Caltrans Sustainable Communities and Strategic Partnerships Transportation Planning Grants Program

Melissa Raggio presented the item.

No council discussion.

13. Minute Order Approving the FY 2026/27 Operations Budget Amendment No. 1

Melissa Raggio presented the item.
No council discussion.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Bettinger, Citizen Member
SECONDER:	Amanda Folendorf, Board of Supervisors
AYES:	Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muettert
ABSENT:	Michael Chimento

14. Resolution No. FY 27-3 Approving the FY 2026/27 Overall Work Program (OWP) Amendment No. 1 and Overall Work Program Agreement (OWPA) with Caltrans

Melissa Raggio presented the item.
No council discussion.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Trevor Wittke, Citizen Member
SECONDER:	Pat Bettinger, Citizen Member
AYES:	Amanda Folendorf, Gary Tofanelli, Pat Bettinger, Scott Behiel, Trevor Wittke, Tim Muettert
ABSENT:	Michael Chimento

15. Council Report-Verbal Report, No Supplemental Materials Included

The Council expressed appreciation for the coordination with Tuolumne County.

16. Staff Reports-Verbal Report, No Supplemental Materials Included

Melissa Raggio, Executive Director, welcomed the new CCOG Transportation Planner.

17. Closed Session:

a. Public Employee Performance Evaluation pursuant to Government Code section 54957

Title: Executive Director

18. **ADJOURNMENT** - The next scheduled meeting of the CCOG is October 7, 2026 5:30 P.M.

Meeting was adjourned at 6:30 P.M. by Chairperson Tim Muettert.



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Melissa Raggio, Executive Director	Board Meeting Date October 7, 2026	Agenda Number 3
Resolution No. FY 27-4 Authorizing the Executive Director to Execute Certifications & Assurances and the Authorization Form for the Low Carbon Transit Operations Program (LCTOP) FY 2025/26 Projects		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Resolution PowerPoint Presentation Included? No		

Recommendation:

Staff recommends the Council approve Resolution FY27-4 authorizing the Executive Director to execute the Certifications and Assurances and Authorized Agent Form required to participate in the Low Carbon Transit Operation Program (LCTOP).

Background:

The LCTOP was established by California Senate Bill 862 to provide funding, on a formula basis, for operational or capital expansion projects to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. The funds are derived from California's Cap-and-Trade Program and are the result of quarterly auctions of emission credits for greenhouse gas emitters regulated under AB 32, California's Global Warming Solutions Act of 2006.

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

Discussion:

The State Controller's Office provides Low Carbon Transit Operations Program (LCTOP) allocation estimates each year to the Regional Transportation Planning Agency (RTPA). For fiscal year 2025/26 allocation, Caltrans transitioned the program from a calendar-year revenue tracking model to a state fiscal-year timeline. To prevent funding gaps for transit operators during this transition, Caltrans divided the FY 2025/26 funding into two separate cycles: Cycle A (based on early calendar-year revenues) and Cycle B (incorporating later Cap-and-Trade auction revenues).

At the May 7, 2026 Council meeting, the Board approved FY 2025/26 Cycle A allocation of \$76,128, identifying new bus shelters as the eligible project. In August 2026, the State Controller's Office provided the FY 2025/26 Cycle B eligibility list identifying \$48,775 available for allocation by Calaveras Council of Governments (see attached).

One of the required elements of this program is a resolution from the governing board authorizing an agency official to execute all necessary documents and enter into an agreement with the California Department of Transportation for these funds.

FY 2025/26 LCTOP Cycle B funds will be used to fund three (3) new bus shelters, one in Angels Camp, one in San Andreas, and one in Valley Springs. Staff will submit the project applications to Caltrans.

Staff recommends that the Council approve Resolution FY27-4 authorizing the Executive Director to execute all documents for the Low Carbon Transit Operations Program (LCTOP) with Caltrans.

Fiscal Impact:

The LCTOP funding can be carried over to multiple years and does not require a local match.

ATTACHMENT(S):

[RESO FY 27-4 LCTOP PROJECT CERTS & ASSURANCES.pdf](#)

[LCTOP letter and allocation.pdf](#)

[FY-25-26_AR_Signature_Pages.pdf](#)

**Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
October 7, 2026**

RESOLUTION NO: FY27-4

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CERTIFICATIONS &
ASSURANCES AND THE AUTHORIZATION FORM FOR THE LOW CARBON TRANSIT OPERATIONS
PROGRAM (LCTOP) FY 2025/26 PROJECTS**

WHEREAS, the Calaveras Council of Governments, is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

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

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

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

WHEREAS, Senate Bill 535 and Assembly Bill 1550 require that Greenhouse Gas Reduction Funds be invested in and benefit Disadvantaged Communities (DAC) and low-income communities; and

WHEREAS, low-income communities have been identified within Calaveras Transit's service area and therefore 5% of the available funds must be allocated to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low income communities; and

WHEREAS, the Calaveras Council of Governments wishes to delegate authorization to execute program documents and any amendments thereto to the Executive Director; and

NOW, THEREFORE, BE IT RESOLVED by the Calaveras Council of Governments that the fund recipient agrees to comply with all conditions and requirements set forth in the attached Certifications and Assurances, the Authorized Agent documents, and the applicable statutes, regulation and guidelines for all LCTOP funded transit projects; and

BE IT FURTHER RESOLVED that project nominations and allocation requests be submitted to the Department for new bus shelters utilizing FY 2025/26 LCTOP funds in the amount of \$48,775 and

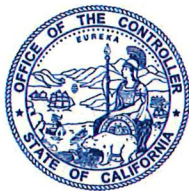
BE IT FINALLY RESOLVED that the Executive Director, as Authorized Agent for the LCTOP Program, is authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'orto, Clerk to the Council
Calaveras Council of Governments

Tim Muetterties, Chair
Calaveras Council of Governments



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

August 31, 2026

County Auditors
Transportation Planning Agencies
County Transportation Commissions
San Diego Metropolitan Transit System

SUBJECT: Low Carbon Transit Operations Program

Pursuant to Health and Safety Code section 39719(b)(1)(B), the State Controller's Office shall allocate five percent of the annual proceeds from the Greenhouse Gas Reduction Fund to the Low Carbon Transit Operations Program. The allocation is made according to the requirements of the Low Carbon Transit Operations Program and pursuant to the distribution formula in sections 99312(b) or (c), 99313, and 99314 of the Public Utilities Code. Enclosed is a schedule that provides the amounts available for the final two quarters of the Fiscal Year 2025-26 Low Carbon Transit Operations Program.

Please contact Lucas Rasmussen by telephone at (916) 323-1374 or email at LRasmussen@sco.ca.gov with any questions or for additional information. Thank you.

Sincerely,

Evelyn Calderon-Yee
Yee

Digitally signed by Evelyn
Calderon-Yee
Date: 2026.08.31 14:57:07 -07'00'

Evelyn Calderon-Yee
Bureau Chief, Bureau of Payments

Enclosure:

Low Carbon Transit Operations Program Eligible Allocation Summary

STATE CONTROLLER'S OFFICE
LOW CARBON TRANSIT OPERATIONS PROGRAM
FISCAL YEAR 2025-26 - ELIGIBLE ALLOCATION SUMMARY - CYCLE B
AUGUST 31, 2026

Regional Entity	PUC 99313 Allocation	PUC 99314 Allocation	Total Allocation
	A	B	C = (A + B)
Metropolitan Transportation Commission	\$ 8,248,986	\$ 22,797,030	\$ 31,046,016
Sacramento Area Council of Governments	2,171,367	737,317	2,908,684
San Diego Association of Governments	1,025,118	253,422	1,278,540
San Diego Metropolitan Transit System	2,519,841	1,043,386	3,563,227
Tahoe Regional Planning Agency	118,697	6,723	125,420
Alpine County Transportation Commission	1,268	96	1,364
Amador County Transportation Commission	42,623	1,524	44,147
Butte County Association of Governments	223,578	12,128	235,706
Calaveras County Local Transportation Commission	48,182	593	48,775
Colusa County Local Transportation Commission	23,730	1,052	24,782
Del Norte County Local Transportation Commission	28,597	1,528	30,125
El Dorado County Local Transportation Commission	191,234	12,923	204,157
Fresno County Council of Governments	1,117,276	198,936	1,316,212
Glenn County Local Transportation Commission	31,641	889	32,530
Humboldt County Association of Governments	144,169	24,471	168,640
Imperial County Transportation Commission	200,926	18,545	219,471
Inyo County Local Transportation Commission	20,254	0	20,254
Kern Council of Governments	995,435	60,449	1,055,884
Kings County Association of Governments	165,929	6,613	172,542
Lake County/City Council of Governments	72,457	3,726	76,183
Lassen County Local Transportation Commission	30,937	1,396	32,333
Los Angeles County Metropolitan Transportation Authority	10,640,846	14,092,618	24,733,464
Madera County Local Transportation Commission	175,177	5,688	180,865
Mariposa County Local Transportation Commission	18,226	545	18,771
Mendocino Council of Governments	96,776	7,153	103,929
Merced County Association of Governments	315,752	14,818	330,570
Modoc County Local Transportation Commission	9,148	804	9,952
Mono County Local Transportation Commission	13,665	21,093	34,758
Transportation Agency for Monterey County	472,777	146,663	619,440
Nevada County Local Transportation Commission	108,117	5,169	113,286
Orange County Transportation Authority	3,421,067	1,230,759	4,651,826
Placer County Transportation Planning Agency	349,496	49,350	398,846
Plumas County Local Transportation Commission	20,346	3,189	23,535
Riverside County Transportation Commission	2,688,694	433,079	3,121,773
Council of San Benito County Governments	71,991	1,131	73,122
San Bernardino County Transportation Authority	2,378,183	502,255	2,880,438
San Joaquin Council of Governments	868,194	192,744	1,060,938
San Luis Obispo Area Council of Governments	300,946	20,950	321,896
Santa Barbara County Association of Governments	481,721	121,924	603,645
Santa Cruz County Transportation Commission	284,110	260,543	544,653
Shasta Regional Transportation Agency	194,141	10,141	204,282
Sierra County Local Transportation Commission	3,415	133	3,548
Siskiyou County Local Transportation Commission	46,661	2,026	48,687
Stanislaus Council of Governments	598,757	33,892	632,649
Tehama County Transportation Commission	69,842	1,453	71,295
Trinity County Transportation Commission	17,113	569	17,682
Tulare County Association of Governments	524,898	54,584	579,482
Tuolumne County Transportation Council	58,562	1,518	60,080
Ventura County Transportation Commission	893,134	146,462	1,039,596
State Totals	\$ 42,544,000	\$ 42,544,000	\$ 85,088,000

FY 2025-2026 LCTOP Authorized Agent

AS THE Board Chair, Tim Muetterties
(Chief Executive Officer/Director/President/Secretary)

OF THE Calaveras Transit Agency
(Name of County/City/Transit Organization)

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

Melissa Raggio, Executive Director OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Tim Muetterties Board Chair
(Print Name) (Title)

(Signature)

Approved this 7 day of October, 2026

FY 2025-2026 LCTOP Certifications and Assurances

Lead Agency: Calaveras Transit Agency

Project Title: Bus Shelters

Prepared by: Anne Dell'Orto

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

A. General

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

B. Project Administration

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

FY 2025-2026 LCTOP

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

C. Reporting

1. **The Lead Agency must submit the following LCTOP reports:**
 - a. **Annual Project Activity Reports October 30th each year.**
 - b. **A Close Out Report within six months of project completion.**
 - c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
 - d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
 - e. **Jobs Reporting as defined by CARB Funding Guidelines.**
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

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

FY 2025-2026 LCTOP

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

A. Record Retention

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

FY 2025-2026 LCTOP

the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

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

F. Special Situations

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

I certify all these conditions will be met.

Melissa Raggio

(Print Authorized Agent)

Executive Director

(Title)

(Signature)

(Date)



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Anne Dell'Orto, Administrative Services Officer	Board Meeting Date October 7, 2026	Agenda Number 4
Resolution No. FY 27-5 Approving an Allocation to the County Public Works Department for FY 2025/26 Excess Local Transportation Funds (LTF) for Streets and Roads in the Amount of \$287,594.76		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Resolution PowerPoint Presentation Included? No		

Recommendation:

Staff recommends the approval of Resolution FY 27-5 authorizing the allocation of FY 2025/26 Excess Local Transportation Funds (LTF) in the amount of \$287,594.76 to the County for Streets and Roads purposes.

Background:

A primary responsibility of the Calaveras Council of Governments is administering the Transportation Development Act (TDA). The TDA includes two fund sources: Local Transportation Funds (LTF) and State Transit Assistance (STA). Annually after all allocation instructions approved by the Council have been met and year end revenues collected, CCOG identifies the Excess LTF revenue available to claim by Member Agencies for Streets and Roads or Bike and Pedestrian projects. The City and County are apportioned their share of excess LTF based upon population after TDA administration and off the top allocations including Transit. Traditionally, after all claims have been met, and no unmet transit needs have been deemed reasonable to meet, the balance of LTF at the end of the fiscal year (excess LTF) is available to the County and the City of Angels to claim.

CCOG Staff identified \$312,603 in FY 2025/26 Excess LTF available to the City and County for Streets and Roads or Bike and Pedestrian claims. The available amounts were presented to the Technical Advisory Committee (TAC) on August 19, 2026.

County of Calaveras	92%	\$287,594.76
City of Angels	8%	\$25,008.24

Discussion:

The County submitted a claim in the amount of \$287,594.76 to the Technical Advisory Committee (TAC) at the September 16, 2026 meeting. The Claim was reviewed and recommended to the full Council.

Fiscal Impact:

The amount of \$312,603 in LTF has been received by CCOG and is available to claim.

ATTACHMENT(S):

[RESO FY 27-5 EXCESS LTF TO COUNTY.pdf](#)

[County Excess LTF.pdf](#)

**Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
October 7, 2026**

RESOLUTION NO: FY27-5

**RESOLUTION APPROVING AN ALLOCATION TO THE COUNTY OF CALAVERAS FOR FY 2025/26
EXCESS LOCAL TRANSPORTATION FUNDS (LTF) IN THE AMOUNT OF \$287,594.76**

WHEREAS, the Calaveras Council of Governments (CCOG) is designated by the State of California as the Regional Transportation Planning Agency serving the Calaveras County region; and

WHEREAS, given this designation, the Council is responsible for administering the Local Transportation Fund established pursuant to Government Code Section 29530 and to make annual allocations and apportionments therefrom; and

WHEREAS, the allocation to the County of Calaveras shall be in proportion to the latest population estimate provided by the Department of Finance; and

WHEREAS, the Department of Finance has determined that the population of the County of Calaveras is 41,165, and the population of the incorporated area of the County of Calaveras (City of Angels Camp) is 3,513, or 8 percent; and

WHEREAS, the CCOG has held an annual unmet transit needs hearing pursuant to Public Utilities Code Section 99401 and has complied with requirements thereof; and

WHEREAS, sufficient funds have been allocated for planning and administrative purposes and for the 2% bicycle and pedestrian set aside as required by Public Utilities Code Section 99233.3 and 99234; and

WHEREAS, pursuant to Public Utilities Code Section 99400(a), the County of Calaveras is eligible to receive an allocation of excess Local Transportation Funds for streets and roads purposes, as there are no unmet transit needs that are reasonable to meet.

NOW THEREFORE BE IT RESOLVED by the Calaveras Council of Governments that the following apportionment for the County of Calaveras for streets and roads purposes pursuant to Public Utilities Code Section 99400(a) is as follows:

County of Calaveras	92%	\$287,594.76
----------------------------	------------	---------------------

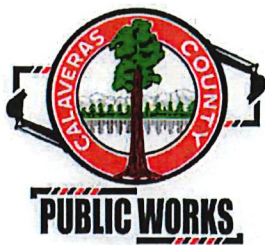
The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on 7th day of October 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'orto, Clerk to the Council
Calaveras Council of Governments

Tim Muettert, Chair
Calaveras Council of Governments



CALAVERAS COUNTY DEPARTMENT OF PUBLIC WORKS

Micah Martin, Director

September 14, 2026

Calaveras Council of Governments
Attention: Melissa Raggio
P.O. Box 280
San Andreas, CA 95249

Subject: FY 2025-26 Local Transportation Fund (LTF) Claim

Dear Ms. Raggio:

Along with this letter, I am sending you the Department of Public Works' FY 2025-26 LTF claim. Once approved, please send me a copy of the signed, approved claim form.

If you have any questions or concerns, please contact me at 754-6790 or jahonnold@calaverascounty.gov

Sincerely,

Jessica Honnold
Department Analyst
Calaveras County Public Works Department

Transportation Development Act Claim Forms

Local Transportation Fund (LTF) Claim – Streets & Roads, Bicycle & Pedestrian

Form 2

LOCAL TRANSPORTATION FUND (LTF) CLAIM**STREETS & ROADS PURPOSES****BICYCLE AND PEDESTRIAN PURPOSES**

TO: CALAVERAS COUNCIL OF GOVERNMENTS

P.O. BOX 280

SAN ANDREAS, CA 95249

FROM: CLAIMANT: Calaveras County Department of Public Works

ADDRESS: 891 Mountain Ranch Road

San Andreas, CA 95249

CONTACT PERSON: Jessica Honnold, Department Analyst

Phone: 209-754-6790 Email: jahonnold@calaverascounty.gov

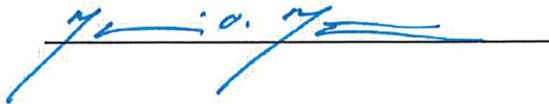
The Calaveras County Department of Public Works hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulation commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2025/26, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Calaveras County Treasurer:

Street and Road Purposes (PUC 99400a)	\$ 287,594.76
Bicycle and Pedestrian Purposes (PUC 99400a)	\$
TOTAL	\$ 287,594.76

It is understood by this claimant that payment of the claim is subject to approval by CCOG, based on the availability of funds for distribution and the provision that claimed monies will be used only for those purposes for which the claim is approved and in accordance with the terms of the allocation instructions. When approved by CCOG, this claim will be transmitted to the County Auditor-Controller of the County of Calaveras for payment.

APPROVED:CALAVERAS COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)BY: 

TITLE: _____

TITLE: Director of Public Works

DATE: _____

DATE: 9/14/2024

PROJECT DESCRIPTION AND FINANCIAL PLAN

**STREETS AND ROADS
BICYCLE AND PEDESTRIAN**

Briefly describe the project for which you are applying for funds for Bicycle / Pedestrian and streets and roads purposes. Also, identify all funding sources related to the project. The total project cost and total funding source(s) listed below should balance for each project.

Include a location map for the project as appropriate.

Claimant: Calaveras County

Fiscal Year: 2025/26

Brief Project Description	Project Cost	Source of Funding & Amount
Capital Improvement Program & Public Works Streets and Roads Operation	\$287,594.76	Excess LTF - \$287,594.76

STATEMENT OF CONFORMANCE

The Statement of Conformance must be completed and signed by the submitting claimant's Department Head or his/her designee.

The County of Calaveras hereby certifies that the Transportation Development Act claim for the fiscal year 2025/26

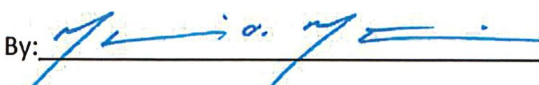
In the amount of \$ 287,594.76 (LTF) and

In the amount of \$ _____ (STA) for

A total amount of \$ 287,594.76 conforms with the requirements of the Transportation Development Act and applicable rules and regulations as specified in Attachment A.

All unexpended funds allocated in the prior fiscal year in the amount of \$ 0 are included in this claim.

CERTIFIED

By: 

Date: 9/14/2022

**STATEMENT OF CONFORMANCE ATTACHMENT A
CONFORMANCE REQUIREMENTS FOR TDA CLAIMANTS
Standard Assurances**

By providing the required information and marking each applicable box below, the authorized official certifies compliance with all of the required TDA Certifications. (All claimants complete Part I; Transit Claimants complete Part II as well).

PART I. All TDA Claimants

- ☒ **180 Day Certified Fiscal Audit**
Claimant assures that it has submitted a satisfactory independent fiscal audit, with required certification, to CCOG and to the State Controller not more than 180 days after the end of the prior fiscal year. *(Refer to PUC Section 99245, CCR Section 6664)*
- ☒ **Conformance with the Regional Transportation Plan**
Claimant certifies that all of the purposes for claim expenditures are in conformance with the Calaveras County Regional Transportation Plan. *(Refer to CCR 6754(a))*
- ☒ **Deferred Revenues and Fund Balances**
Claimants must first program all deferred revenues and fund balances before determining the amount of LTF and STA funding necessary to fund transportation projects in the upcoming year.
- ☒ **Consistency with Bicycle Plan *(required for bicycle claims only)***
Claimant certifies that all of the purposes for claim expenditures are in conformance with the City/Town or County bicycle plan.

PART II. All Transit Claimants Must Also Complete the Following:

- ☐ **90 Day Annual State Controller Report**
Claimant assures that it has submitted this report to the State Controller in conformance with the uniform system of accounts and records not more than 120 days after end of the prior fiscal year. *(Refer to PUC Section 99243, CCR Section 6665)*
- ☐ **Elderly/Disabled**
Assurance that the transit operator in question is in compliance with PUC Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.
- ☐ **Farebox Recovery Ratio Requirements**
Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under PUC Section 99268 (including all subparts), 99270.1, and 99270.2, and under the adopted performance criteria for FY 12/13 and FY 13/14, adopted by the CCOG Board on April 4, 2012, whichever is appropriate. *(Refer to PUC Section 99268, CCR Section 6633.2)*

Transportation Development Act Claim Forms
Statement of Conformance
Form 5

- ☐ **CHP Terminal Inspection**
Claimant certifies that it has been certified by the Department of the California Highway Patrol within the last 13 months to be compliance with Section 1808.1 of the Vehicle Code. This section requires operators to participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles. *(Refer to PUC Section 99251)*
- ☐ **Implementation of Productivity Improvements**
Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244.
- ☐ **Triennial Performance Audit**
Claimant assures that it has submitted this report to CCOG on a triennial basis per the CCOG set schedule by June 30th of the year following the last year covered by the audit. *(Refer to PUC Section 99248, CCR Section 6664.5)*
- ☐ **Vehicle Staffing *(required for Article 4 claims only)***
Claimant certifies that it does not routinely staff a public transit vehicle designed to be operated by one person with two or more persons. *(Refer to PUC Section 99264)*
- ☐ **Operating Budget *(required for Article 4 claims only)***
Claimant certifies that its operating budget is not more than 15% greater than its previous year budget unless supported by documentation that substantiates such change. *(Refer to PUC Section 99266)*
- ☐ **Extension of Service *(required for Article 4 claims only)***
Claimant who receives an allocation of LTF funds for extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CCR Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.
- ☐ **Retirement System *(required for Article 4 claims only)***
Claimant certifies that
- (1) The current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or
 - (2) The operator is implementing a plan approved by CCOG which will fully fund the retirement system for such officers and employees within 40 years; or
 - (3) The operator has a private pension plan which sets aside and invests, on a current bases, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.
- ☐ **Part-Time Employees *(required for STA claims only)***
Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of its employing part-time drivers or contracting with such common carriers. *(Refer to PUC Section 99314.5(c))*

Transportation Development Act Claim Forms
Statement of Conformance

Form 5

☐ **Full Use of Federal Funds (required for STA claims only)**

Claimant certifies that it is making full use of federal funds available under the Federal Transit Act.
 (Refer to CCR 6754(a))

☐ **Efficiency Standards (required for transit operator claimants claiming STA for operating purposes)**

This calculation requirement is temporarily suspended until FY 2014/15 (SB 565, Chapter 341).

Operator certifies that it meets one of the following two efficiency standards (PUC Sec. 99314.6):

- (a) The operator's total operating cost per revenue vehicle hour in the latest year for which audited data are available does not exceed the sum of the preceding year's total operating cost per revenue vehicle hour and an amount equal to the product of the percentage change in the Consumer Price Index for the same period multiplied by the preceding year's total operating cost per revenue vehicle hours (Section 99314.6(a)(1)).
- (b) The operator's average total operating cost per revenue vehicle hour in the latest three years for which audited data are available does not exceed the sum of the average of the total operating cost per revenue vehicle hour in the three years preceding the latest year for which audited data are available and an amount equal to the produce of the average percentage change in the Consumer Price Index for the same period multiplied by the average total operating cost per revenue vehicle hour in the same three years. (Section 99314.6(a)(2)).

Operating costs and revenue vehicle hours may be adjusted to account for factors such as cost increases in fuel, insurance, startup of new services that are beyond the change in the Consumer Price Index. Transit operators or claimants who cannot meet these efficiency criteria may claim STA funds for transit capital purposes under PUC Article 6.5 Section 99314.6(a).



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Anne Dell'Orto, Administrative Services Officer	Board Meeting Date October 7, 2026	Agenda Number 5
Resolution No. FY 27-6 Approving FY 2025/26 Excess Local Transportation Funds (LTF) for Streets and Roads Allocation in the Amount of \$25,008.24 for the City of Angels		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Resolution PowerPoint Presentation Included? No		

Recommendation:

Staff recommends the approval of Resolution No. FY27-6 authorizing the allocation of FY 2025/26 Excess Local Transportation Funds (LTF) in the amount of \$25,008.24 to the City of Angels for Streets and Roads purposes.

Background:

A primary responsibility of the Calaveras Council of Governments is administering the Transportation Development Act (TDA). The TDA includes two fund sources: Local Transportation Funds (LTF) and State Transit Assistance (STA). Annually, after all allocation instructions approved by the Council have been met and year end revenues collected, CCOG identifies the Excess LTF revenue available to claim by Member Agencies for Streets and Roads or Bike and Pedestrian projects. The City and County are apportioned their share of excess LTF based upon population after TDA administration and off the top allocations. Traditionally, after all claims have been met, and no unmet transit needs have been deemed reasonable to meet, the balance of LTF at the end of the fiscal year (excess LTF) is available to the County and the City of Angels to claim.

At the August 19, 2026 Technical Advisory Committee (TAC) Staff identified \$312,603 in FY 2025/26 Excess LTF available to the City and County for Streets and Roads or Bike and Pedestrian claims.

County of Calaveras	92%	\$287,594.76
City of Angels	8%	\$25,008.24

Discussion:

The City of Angels has submitted a claim to the Technical Advisory Committee (TAC) at the September 16, 2026 meeting. The Claim was reviewed and is recommended to the full Council.

Fiscal Impact:

Allocation instructions are consistent with current policy.

ATTACHMENT(S):

[RESO FY 27-6 EXCESS LTF TO CITY.pdf](#)

[City Excess LTF.pdf](#)

**Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
October 7, 2026**

RESOLUTION NO: FY27-6

**RESOLUTION APPROVING AN ALLOCATION TO THE CITY OF ANGELS FOR FY 2025/26 EXCESS
LOCAL TRANSPORTATION FUNDS (LTF) IN THE AMOUNT OF \$25,008.24**

WHEREAS, the Calaveras Council of Governments (CCOG) is designated by the State of California as the Regional Transportation Planning Agency serving the Calaveras County region; and

WHEREAS, given this designation, the Council is responsible for administering the Local Transportation Fund established pursuant to Government Code Section 29530 and to make annual allocations and apportionments therefrom; and

WHEREAS, the allocation to the City of Angels shall be in proportion to the latest population estimate provided by the Department of Finance; and

WHEREAS, the Department of Finance has determined that the population of the County of Calaveras is 41,165 and the population of the incorporated area of the County of Calaveras (City of Angels) is 3,513 or 8 percent; and

WHEREAS, the CCOG has held an annual unmet transit needs hearing pursuant to Public Utilities Code Section 99401 and has complied with requirements thereof; and

WHEREAS, sufficient funds have been allocated for planning and administrative purposes and for the 2% bicycle and pedestrian set aside as required by Public Utilities Code Section 99233.3 and 99234; and

WHEREAS, pursuant to Public Utilities Code Section 99400(a), the City of Angels is eligible to receive an allocation of excess Local Transportation Funds for streets and roads purposes, as there are no unmet transit needs that are reasonable to meet.

NOW THEREFORE BE IT RESOLVED by the Calaveras Council of Governments that the following apportionment for the City of Angels for streets and roads purposes pursuant to Public Utilities Code Section 99400(a) is as follows:

City of Angels	8%	\$25,008.24
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The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on 7th day of October 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'orto, Clerk to the Council
Calaveras Council of Governments

Tim Muetterties, Chair
Calaveras Council of Governments

LOCAL TRANSPORTATION FUND (LTF) CLAIM

STREETS & ROADS PURPOSES

BICYCLE AND PEDESTRIAN PURPOSES

TO: CALAVERAS COUNCIL OF GOVERNMENTS

P.O. BOX 280

SAN ANDREAS, CA 95249

FROM: CLAIMANT: City of Angels

ADDRESS: P.O. Box 667

Angels Camp, CA 95222

CONTACT PERSON: Michelle Gonzalez

Phone: 209-736-2185 Email: michellegonzalez@angelscamp.gov

The City of Angels hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulation commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2025/26, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Calaveras County Treasurer:

Street and Road Purposes (PUC 99400a)	\$ <u>25,008.24</u>
Bicycle and Pedestrian Purposes (PUC 99400a)	\$ <u> </u>
TOTAL	\$ <u>25,008.24</u>

It is understood by this claimant that payment of the claim is subject to approval by CCOG, based on the availability of funds for distribution and the provision that claimed monies will be used only for those purposes for which the claim is approved and in accordance with the terms of the allocation instructions. When approved by CCOG, this claim will be transmitted to the County Auditor-Controller of the County of Calaveras for payment.

APPROVED:

CALAVERAS COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

BY: Michelle Gonzalez

TITLE: _____

TITLE: Finance Director

DATE: _____

DATE: 9/25/2026

PROJECT DESCRIPTION AND FINANCIAL PLAN

**STREETS AND ROADS
BICYCLE AND PEDESTRIAN**

Briefly describe the project for which you are applying for funds for Bicycle / Pedestrian and streets and roads purposes. Also, identify all funding sources related to the project. The total project cost and total funding source(s) listed below should balance for each project.

Include a location map for the project as appropriate.

Claimant: City of Angels

Fiscal Year: 2025/26

Brief Project Description	Project Cost	Source of Funding & Amount
Road Maintenance and Repair Projects	\$25,008.24	Excess LTF - \$25,008.24

STATEMENT OF CONFORMANCE

The Statement of Conformance must be completed and signed by the submitting claimant's Department Head or his/her designee.

The City of Angels hereby certifies that the Transportation Development Act claim
for the fiscal year 2025/26

In the amount of \$ 25,008.24 (LTF) and

In the amount of \$ _____ (STA) for

A total amount of \$ 25,008.24 conforms with the requirements of the
Transportation Development Act and applicable rules and regulations as specified in Attachment A.

All unexpended funds allocated in the prior fiscal year in the amount of \$ 0 are
included in this claim.

CERTIFIED

By: Michelle Gonzalez

Date: 9/25/26

**STATEMENT OF CONFORMANCE ATTACHMENT A
CONFORMANCE REQUIREMENTS FOR TDA CLAIMANTS
Standard Assurances**

By providing the required information and marking each applicable box below, the authorized official certifies compliance with all of the required TDA Certifications. (All claimants complete Part I; Transit Claimants complete Part II as well).

PART I. All TDA Claimants

- ☒ **180 Day Certified Fiscal Audit**
Claimant assures that it has submitted a satisfactory independent fiscal audit, with required certification, to CCOG and to the State Controller not more than 180 days after the end of the prior fiscal year. *(Refer to PUC Section 99245, CCR Section 6664)*
- ☒ **Conformance with the Regional Transportation Plan**
Claimant certifies that all of the purposes for claim expenditures are in conformance with the Calaveras County Regional Transportation Plan. *(Refer to CCR 6754(a))*
- ☒ **Deferred Revenues and Fund Balances**
Claimants must first program all deferred revenues and fund balances before determining the amount of LTF and STA funding necessary to fund transportation projects in the upcoming year.
- ☒ **Consistency with Bicycle Plan *(required for bicycle claims only)***
Claimant certifies that all of the purposes for claim expenditures are in conformance with the City/Town or County bicycle plan.

PART II. All Transit Claimants Must Also Complete the Following:

- ☐ **90 Day Annual State Controller Report**
Claimant assures that it has submitted this report to the State Controller in conformance with the uniform system of accounts and records not more than 120 days after end of the prior fiscal year. *(Refer to PUC Section 99243, CCR Section 6665)*
- ☐ **Elderly/Disabled**
Assurance that the transit operator in question is in compliance with PUC Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.
- ☐ **Farebox Recovery Ratio Requirements**
Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under PUC Section 99268 (including all subparts), 99270.1, and 99270.2, and under the adopted performance criteria for FY 12/13 and FY 13/14, adopted by the CCOG Board on April 4, 2012, whichever is appropriate. *(Refer to PUC Section 99268, CCR Section 6633.2)*

- ☐ **CHP Terminal Inspection**
Claimant certifies that it has been certified by the Department of the California Highway Patrol within the last 13 months to be compliance with Section 1808.1 of the Vehicle Code. This section requires operators to participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles. *(Refer to PUC Section 99251)*
- ☐ **Implementation of Productivity Improvements**
Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to PUC Section 99244.
- ☐ **Triennial Performance Audit**
Claimant assures that it has submitted this report to CCOG on a triennial basis per the CCOG set schedule by June 30th of the year following the last year covered by the audit. *(Refer to PUC Section 99248, CCR Section 6664.5)*
- ☐ **Vehicle Staffing *(required for Article 4 claims only)***
Claimant certifies that it does not routinely staff a public transit vehicle designed to be operated by one person with two or more persons. *(Refer to PUC Section 99264)*
- ☐ **Operating Budget *(required for Article 4 claims only)***
Claimant certifies that its operating budget is not more than 15% greater than its previous year budget unless supported by documentation that substantiates such change. *(Refer to PUC Section 99266)*
- ☐ **Extension of Service *(required for Article 4 claims only)***
Claimant who receives an allocation of LTF funds for extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CCR Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.
- ☐ **Retirement System *(required for Article 4 claims only)***
Claimant certifies that
- (1) The current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or
 - (2) The operator is implementing a plan approved by CCOG which will fully fund the retirement system for such officers and employees within 40 years; or
 - (3) The operator has a private pension plan which sets aside and invests, on a current bases, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.
- ☐ **Part-Time Employees *(required for STA claims only)***
Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of its employing part-time drivers or contracting with such common carriers. *(Refer to PUC Section 99314.5(c))*

☐ **Full Use of Federal Funds (required for STA claims only)**

Claimant certifies that it is making full use of federal funds available under the Federal Transit Act.
(Refer to CCR 6754(a))

☐ **Efficiency Standards (required for transit operator claimants claiming STA for operating purposes)**

This calculation requirement is temporarily suspended until FY 2014/15 (SB 565, Chapter 341).

Operator certifies that it meets one of the following two efficiency standards (PUC Sec. 99314.6):

- (a) The operator's total operating cost per revenue vehicle hour in the latest year for which audited data are available does not exceed the sum of the preceding year's total operating cost per revenue vehicle hour and an amount equal to the product of the percentage change in the Consumer Price Index for the same period multiplied by the preceding year's total operating cost per revenue vehicle hours (Section 99314.6(a)(1)).
- (b) The operator's average total operating cost per revenue vehicle hour in the latest three years for which audited data are available does not exceed the sum of the average of the total operating cost per revenue vehicle hour in the three years preceding the latest year for which audited data are available and an amount equal to the produce of the average percentage change in the Consumer Price Index for the same period multiplied by the average total operating cost per revenue vehicle hour in the same three years. (Section 99314.6(a)(2)).

Operating costs and revenue vehicle hours may be adjusted to account for factors such as cost increases in fuel, insurance, startup of new services that are beyond the change in the Consumer Price Index. Transit operators or claimants who cannot meet these efficiency criteria may claim STA funds for transit capital purposes under PUC Article 6.5 Section 99314.6(a).



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Melissa Raggio, Executive Director	Board Meeting Date October 7, 2026	Agenda Number 6
Minute Order Authorizing the Executive Director to Execute a No Cost Time Extension with Fehr & Peers for the Travel Demand Model Update		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Minute Order PowerPoint Presentation Included? No		

Recommendation:

Staff recommends the Council authorize the Executive Director to execute a no cost time extension with Fehr & Peers for the Calaveras County Travel Demand Model Update for a not-to-exceed amount of \$213,820.

Background:

A Request for Proposals (RFP) was released on October 10, 2025 for consultant services to develop the Travel Demand Model update for Calaveras County. Six proposal were received by the due date of November 14, 2025. The proposals were evaluated against the criteria listed in the RFP by CCOG, City and County staff. Based on this review staff recommends a contract award to Fehr & Peers. Fehr & Peers has more than 30 years of experience working on projects in Calaveras County and the City of Angels. Fehr & Peers has partnered extensively with Caltrans, CARB, MPOs, and local jurisdictions across Northern California on transportation studies and regional modeling efforts.

Discussion:

Staff is requesting a three (3) month no cost extension to the Professional Services Agreement with Fehr and Peers. Attached is the updated TDM schedule. The grant expiration date with Caltrans is June 30, 2028.

Fiscal Impact:

There is no change to the Not to Exceed contract amount of \$213,820.

ATTACHMENT(S):

[CCOG M.O. Extension Fehr&Peers.pdf](#)

[Contract Amendment 1 Fehr Peers.pdf](#)

[CCOG_TDM_Update_Project_Schedule_Updated_Sep 2026.pdf](#)



CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
October 7, 2026

Minute Order to Authorize the Executive Director to Execute a No Cost Time Extension with Fehr & Peers.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

Tim Muetterties, Chair
Calaveras Council of Governments

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
CCOG AND FEHR & PEERS FOR THE DEVELOPMENT OF THE TRAVEL DEMAND
MODEL**

THIS AMENDMENT NO. 1 amends the Agreement for Professional Services for The Development Of The Travel Demand Model between Calaveras Council of Governments ("CCOG") and Fehr & Peers ("Contractor"), dated October 7, 2026, for a no-cost time extension.

WHEREAS, CCOG and Contractor wish to amend the Time of Performance section in the original Agreement executed on December 3, 2025 to extend the contract completion date to June 30, 2027, with no increase to the not to exceed amount of \$213,820.00.

NOW, THEREFORE, be it mutually agreed that the Professional Services Agreement between CCOG and Contractor is hereby amended as set forth herein. All terms and conditions of the cited Agreement shall remain in full force and effect, except as specifically modified by the following:

1. In Section II entitled "Time of Performance", the last sentence is to be revised to extend the time of contract completion to June 30, 2027.

IN WITNESS WHEREOF, this Amendment NO. 1 is made effective as of the date herein above appearing.

**CALAVERAS COUNCIL OF
GOVERNMENTS (CCOG)**

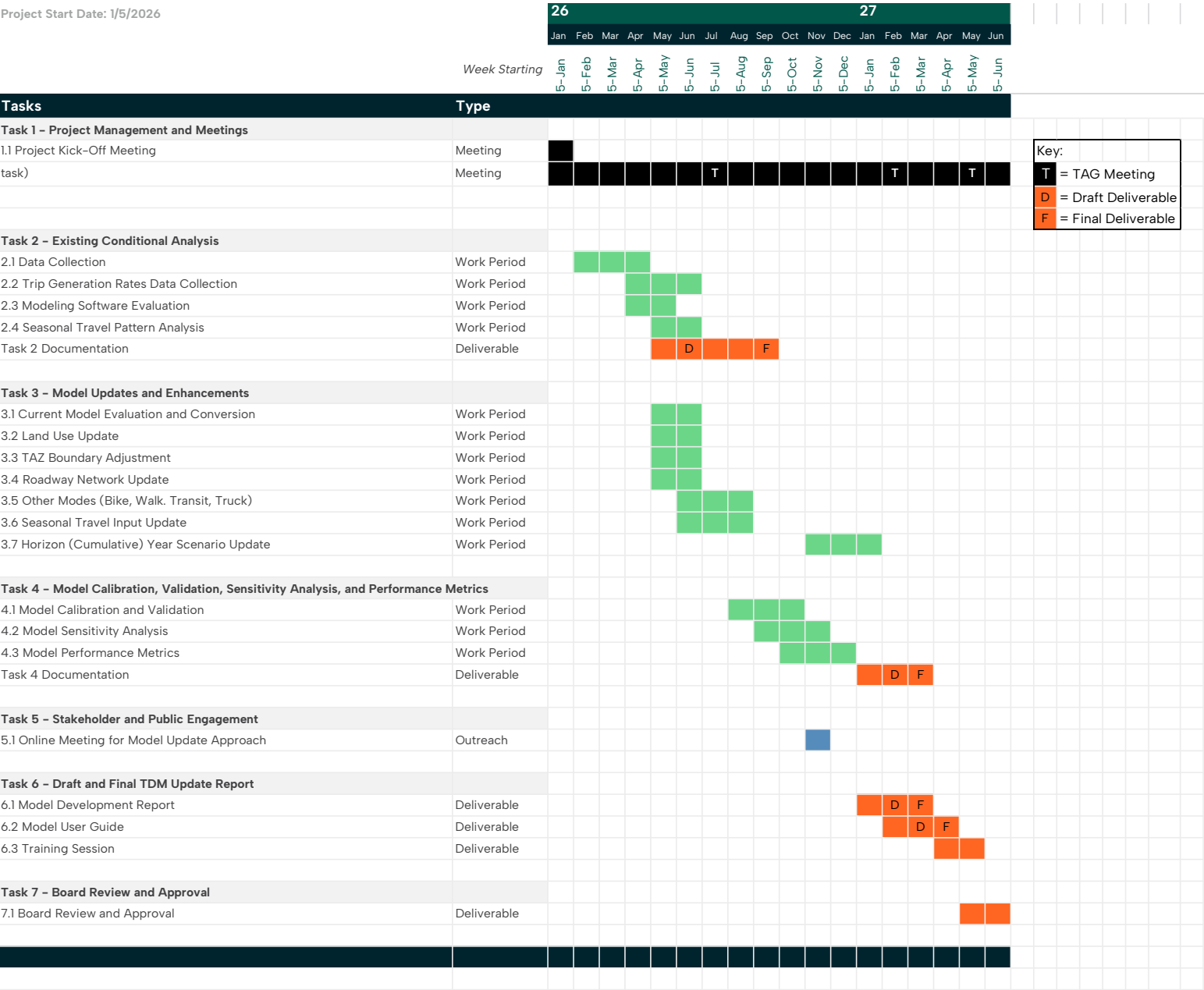
**FEHR & PEERS
(CONTRACTOR)**

By: _____
Melissa Raggio
Executive Director

By: _____
Ron Milan
Principal In-Charge

Project Schedule for Calaveras COG TDM Update – New

Project Start Date: 1/5/2026





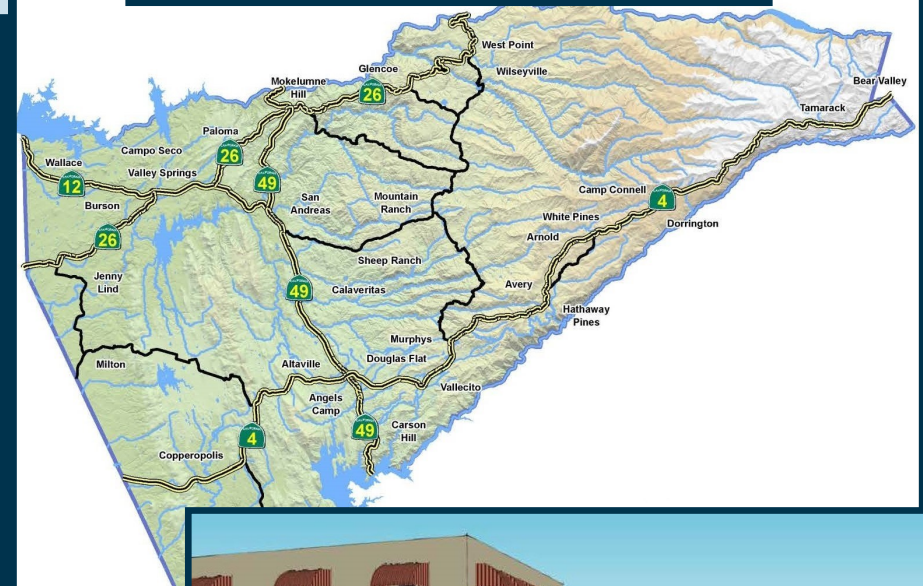
Board Member Recruitment

For Calaveras Council of Governments



The Calaveras Council of Governments (CCOG) is the Regional Transportation Planning Agency for Calaveras County. The CCOG Board also serves as the Calaveras Transit Agency Board

Currently we have openings on the
Council for:
One (1) Citizen Member



Applications Due: November 13th, 2026

Application form and additional information is available on the CCOG website at: www.calacog.org. You may also contact Melissa Raggio, Executive Director, at mraggio@calacog.org for more information.



Calaveras Council of Governments
P.O. Box 280
444 E. Saint Charles St., Suite A
San Andreas, CA 95249
(209) 754-2094
www.calacog.org

We welcome your application!



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Melissa Raggio, Executive Director	Board Meeting Date October 7, 2026	Agenda Number 10
Resolution No. FY 27-7 Adopting a Proclamation Recognizing Alvin Broglio for His Service as a City of Angels Camp representative on the Calaveras Council of Governments		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Resolution PowerPoint Presentation Included? No		

Recommendation:

Staff recommends the Council adopt a Proclamation recognizing the service of Alvin Broglio on the Calaveras Council of Governments (CCOG).

Discussion:

Alvin Broglio was appointed to the Calaveras Council of Governments in January 2019 where he served as a member of the Council from 2019-2023. In those five (5) years Mr. Broglio was appointed to serve as Vice Chair in 2022 and 2023 by his colleagues.

Fiscal Impact:

There is no fiscal impact.

ATTACHMENT(S):

[RESO FY 27-7 PROCLAMATION RECOGNIZING A.BROGLIO.pdf](#)

**Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
October 7, 2026**

RESOLUTION NO: FY27-7

**PROCLAMATION RECOGNIZING THE DEDICATION AND COMMITMENT OF MR. ALVIN BROGLIO
SERVING AS COUNCIL MEMBER TO THE CALAVERAS COUNCIL OF GOVERNMENTS**

WHEREAS, Alvin Broglio has served on the Calaveras Council of Governments for five (5) years, including two (2) years serving as Vice Chair; and

WHEREAS, Mr. Broglio faithfully served the City and County and consistently worked towards the long-term betterment of Calaveras County and its residents throughout his term; and

WHEREAS, throughout his service on the Calaveras Council of Governments, Mr. Broglio provided continued support and commitment to regional transportation priorities and projects, most notable the State Route 4 Wagon Trail project, helping advance the project in receiving funding and ultimately delivery; and

WHEREAS, Mr. Broglio's service reflects a commitment to advancing regional priorities and supporting transportation and community projects that contribute to the long-term quality of life and economic vitality of Calaveras County; and

WHEREAS, during his five (5) years of service as a City Council representative on the Calaveras Council of Governments, Mr. Broglio contributed to regional collaboration and decision-making and earned the respect of his fellow Council Members, CCOG Staff, and the community.

NOW, BE IT PROCLAIMED by the Calaveras Council of Governments, County of Calaveras, State of California, hereby recognizes and expresses its sincere appreciation to Alvin Broglio for his years of dedicated service, leadership, and commitment to the City, the County, and the regional transportation interests of Calaveras County.

PASSED AND ADOPTED The foregoing proclamation was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on 7th day of October 2026.

RESULT:

MOVER:

SECONDER:

AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

Tim Muettert, Chair
Calaveras Council of Governments



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Melissa Raggio, Executive Director	Board Meeting Date October 7, 2026	Agenda Number 13
Minute Order Approving the Award of a Professional Services Agreement with Michael Baker International to conduct Triennial Performance Audits for Calaveras Council of Governments and Calaveras Transit Agency.		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Minute Order PowerPoint Presentation Included? No		

Recommendation:

Staff recommends the Council approve a Minute Order authorizing the Executive Director to award and execute a professional services agreement between the Calaveras Council of Governments and Michael Baker International to conduct Triennial Performance Audits of the CCOG and public transit system, Calaveras Transit Agency, for FY 2023/24 through 2025/26 for a not to exceed amount of \$38,945.

Background:

The Calaveras Council of Governments is statutorily required by Section 99246 of the California Public Utilities Code to designate entities other than itself, a county transportation commission, a transit development board, or an operator to make a performance audit of its activities and the activities of each operator to whom it allocated funds under the Transportation Development Act (TDA). The purpose of this audit is to provide the CCOG an independent, objective and comprehensive review of the economy, efficiency and effectiveness of the CCOG's functions as the Regional Transportation Planning Agency for Calaveras County and of the Calaveras Transit system operations over the previous three fiscal years. The audits must be conducted during FY 2026/27 and will be conducted in accordance with the relevant sections of the TDA, the "Performance Audit Guidebook for Transit Operators and Regional Transportation Entities" issued by the California Department of Transportation.

Discussion:

The Calaveras Council of Governments (CCOG) released a Request for Proposals (RFP) on July 24, 2026 for a consulting firm or team to conduct Triennial Performance Audits of the CCOG and Calaveras Transit Agency for FY 2023/24 through FY 2025/26. Two proposals were received by the due date of September 4, 2026. A review panel made up of CCOG Staff met on September 14, 2026 to evaluate and score the proposals in terms of the technical criteria listed in the RFP. Based on this review, Michael Baker international was the top ranked

proposal and is recommended for award of the contract.

The project is scheduled for completion by June 30, 2027. A copy of the draft contract is included as Attachment A.

Fiscal Impact:

The contract amount of \$38,945 will be funded through Local Transportation Funds, as budgeted in the CCOG FY 2026/27 OWP.

ATTACHMENT(S):

[CCOG M.O. Services Agreement Triennial Performance Audits.pdf](#)

[Michael Baker International Contract.pdf](#)



CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
October 7, 2026

A Motion was made to authorize the Executive Director to award and execute a Professional Services Agreement with Michael Baker International to conduct Triennial Performance Audits of the CCOG and public transit system, Calaveras Transit Agency, for FY 2023/24 through FY 2025/26 for a not to exceed amount of \$38,945.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council
Calaveras Council of Governments

Tim Muettert, Chair
Calaveras Council of Governments

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

CCOG AND MICHAEL BAKER INTERNATIONAL, INC.

**FOR THE TRIENNIAL PERFORMANCE AUDITS FOR CALAVERAS COUNCIL OF GOVERNMENTS
AND CALAVERAS TRANSIT AGENCY**

CALAVERAS COUNTY, CALIFORNIA

THIS AGREEMENT was made and entered into effective October 7, 2026, by and between CALAVERAS COUNCIL OF GOVERNMENTS, a California joint powers agency, hereinafter referred to as the CCOG, and Michael Baker International, Inc., hereinafter referred to as the CONTRACTOR.

I. WORK TO BE DONE:

The project involves conducting Transportation Development Act (TDA) Triennial Performance Audits of the Calaveras Council of Governments and Calaveras Transit Agency for Fiscal Years 2023/24, 2024/25, and 2025/26. The scope of work shall include the specific tasks to be performed, work products, milestones and a schedule of completion for the project, as described in the Scope of Work, Attachment "A", appended hereto and incorporated herein by this reference. All such work shall be performed in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines.

II. TIME OF PERFORMANCE:

The CONTRACTOR shall commence work immediately and shall complete the performance of its obligations under the Scope of Work (Attachment "A") within the time allowed, unless an extension of time is granted in writing by the CCOG. The CONTRACTOR shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. The completion date shall be equitably extended for any delay not caused by the CONTRACTOR, including delays arising from CCOG, claimants, other agencies, or other third parties, or from causes beyond the CONTRACTOR's reasonable control. All work shall be completed and documents, plans and other deliverables provided to CCOG no later than June 30, 2027.

III. PAYMENT FOR SERVICES:

A. For the services described herein, the CONTRACTOR shall be compensated on a flat fee basis as described in the Attachment "B", Fee Schedule, for a total fee not-to-exceed Thirty-Eight Thousand Nine Hundred Forty-Five Dollars (\$38,945). Said amount shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance of work under this Agreement, including all costs of labor, travel, and per diem. In no event shall CCOG be liable for any payments or costs for work in excess of this amount, less any retention for administrative costs. In no instance shall CCOG be liable for any unauthorized or ineligible costs. In the event any costs or payments are determined to be unauthorized or ineligible, CONTRACTOR shall immediately reimbursement CCOG such amounts.

B. Invoices shall be submitted by the CONTRACTOR at monthly intervals and payment to the CONTRACTOR shall be made within thirty (30) days after the CCOG receives and approves said invoices. The CONTRACTOR, shall maintain accounting records and any other evidences pertaining to the work performed and costs incurred on the project and shall, upon prior written notice make the records available to the CCOG, or their duly authorized representatives during the AGREEMENT period and for a period of four (4) years from the date of final payment. The CONTRACTOR will maintain all communication records with claimants and submit as evidence to the CCOG upon invoice of additional estimated fees due to inadequate claimant response times and/or efficiency.

IV. COVENANT AGAINST CONTINGENT FEES:

The consultant warrants that she/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that she/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the MPO/RTPA shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

V. STANDARD OF CARE; LICENSES:

All work, documents, and products shall be in conformity with applicable State and Federal regulations and shall be consistent with the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR'S field of expertise. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONTRACTOR represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

VI. ENTIRE AGREEMENT; CHANGES IN SERVICES:

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No substantial change in the character or extent of the services to be performed by the CONTRACTOR shall be made except by an amendment to this Agreement, in writing and in advance of changes in services, between the CCOG and the CONTRACTOR. Said written amendment to the Agreement shall set forth the proposed changes of services, adjustment of time, and adjustment of the cost to be paid by the CCOG to the CONTRACTOR, if any.

VII. TERMINATION OR ABANDONMENT:

A. The CCOG reserves the right, by giving advance written notice to the CONTRACTOR, to terminate this AGREEMENT or to suspend or abandon all or a portion of the project and all work connected therewith.

B. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the CCOG, the CCOG shall pay the CONTRACTOR only for services rendered or expenses incurred under this AGREEMENT through the date of termination, suspension or abandonment. The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage or portion of work actually completed.

C. In the event CCOG believes the CONTRACTOR to be in material default of any obligation under this AGREEMENT, CCOG shall provide the CONTRACTOR written notice specifying the alleged material default, and the CONTRACTOR shall have ten (10) days from receipt of such notice to cure. CCOG shall not terminate this AGREEMENT for such default if the CONTRACTOR cures within that period or, for defaults not reasonably curable within ten (10) days, commences cure within that period and thereafter diligently pursues it to completion.

VIII. PROJECT MANAGERS; NOTICES:

CCOG's Project Manager for this Agreement is the Executive Director of the CCOG or her designee, unless CCOG otherwise informs CONTRACTOR. CONTRACTOR Project Manager for this

Agreement is Rick Williams. No substitution or change of CONTRACTORS Project Manager is permitted without the prior written approval of CCOG.

Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid addressed to:

Melissa Raggio, Executive Director
Calaveras Council of Governments
P.O. Box 280
444 E. Saint Charles Street, Suite A
San Andreas, CA 95249

Phone: (209) 754-2094
Fax: (209) 754-2096

Rick J Williams, Project Manager
Michael Baker International, Inc.
3100 Zinfandel Drive, Suite 125
Rancho Cordova, CA 95670

Phone: (916) 517-4488
Fax: (916) 361-1574

IX. INDEPENDENT CONTRACTOR:

The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act as and be independent contractors as to CCOG. Except as specified in Attachment "A" (Scope of Work) or otherwise expressly delegated by the Chair of CCOG, CONTRACTOR, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CCOG to any decision or course of action, and shall not represent to any person or business that they have such power. CONTRACTOR has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting CONTRACTOR in the performance of services under this Agreement. CONTRACTOR shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

X. INDEMNITY AND INSURANCE:

The CONTRACTOR agrees to indemnify and hold harmless the CCOG, its directors, officers, employees, and representatives, from and against any and all third-party claims, actions, demands, costs, damages, liabilities, or losses (collectively "Losses") to property or persons, including wrongful death, to the extent such Losses arise from or are caused by the negligent acts, errors, or omissions or reckless or willful misconduct of the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall pay all reasonable costs that may be incurred by CCOG in enforcing this indemnity, including reasonable attorney's fees. The provisions of this Section XI shall survive the expiration, termination, or assignment of this Agreement.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT, a policy of commercial liability insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Occurrence Form #CG 0001, issued by an admitted insurance company acceptable to CCOG, and naming the CCOG, its Directors, Officers, Agents, Employees, and Representatives as additional insureds in amounts not less than:

1. \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
2. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least \$2,000,000.

The above referenced policy of commercial liability insurance shall contain a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured and a provision requiring that written notice be given CCOG at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be cancelled before completion of said work, CCOG may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts of money due CONTRACTOR.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of automobile liability insurance, in a form at least as broad as ISO Commercial Automobile Liability Form #CA 0001, Code 1 (any auto), issued by an insurance company acceptable to CCOG in the minimum amount of \$1,000,000 bodily injury/property damage per accident.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during his performance of this AGREEMENT a policy of Worker's Compensation, including \$1,000,000 of employer's liability insurance, issued by an insurance company acceptable to CCOG for the protection of CONTRACTOR'S employees, including executive, managerial, and supervisory employees, engaged in any work required by this AGREEMENT.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of professional liability insurance, issued by an insurance company acceptable to CCOG in the minimum amount of \$1,000,000 per claim.

Before the CONTRACTOR shall commence work under this AGREEMENT and before any subcontractor shall commence work under any subcontract executed pursuant to this AGREEMENT, CONTRACTOR shall deposit an original Certificate of Insurance, on a standard ACCORD form, evidencing each policy of insurance required by this AGREEMENT with CCOG and also containing the following:

1. Thirty (30) days prior written notice to CCOG of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate of Insurance; and
2. The following statement with respect to the Commercial General Liability policy: "CCOG and its directors, officers, employees, agents, and representatives, are made additional insureds, but only insofar as performance under this Agreement is concerned.

XI. GENERAL COMPLIANCE WITH LAWS:

The CONTRACTOR shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT.

XII. SUBLETTING AND PERSONNEL ASSIGNMENTS:

The CONTRACTOR acknowledges and agrees that the subletting or transfer of any portion of the services covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited.

XIII. NONDISCRIMINATION

During the performance of the work covered by this AGREEMENT, the CONTRACTOR shall comply with applicable provisions of the Civil Rights Act of 1964.

The prospective contractor's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the State of California, that the bidder/proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990(a-f) and Title 2, California Code of Regulations, Section 8113.

XIV. GOVERNMENT CODE SECTION 7550:

The CONTRACTOR acknowledges his/her/its obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

XV. SUCCESSORS AND ASSIGNS:

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

XVI. SEVERABILITY:

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

NO THIRD-PARTY BENEFICIARIES: Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against the CONTRACTOR with regard to the Agreement, Services or Deliverables.

XVII. HEADINGS:

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

XVIII. AUTHORITY:

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

XIX. COUNTERPARTS:

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

XX. GOVERNING LAW; FORUM:

This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Calaveras County.

XXI. WAIVER:

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of CCOG to enforce at any time the provisions of this Agreement or to require at any time performance by the CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of CCOG to enforce these provisions.

XXII. ATTORNEYS' FEES AND COSTS:

Except as authorized by any applicable prompt payment statute, the Parties shall be responsible for payment of their own respective attorneys' fees and/or costs relative to any dispute between the Parties arising out of or relating to the Services, Agreement, and/or Project.

XXIII. GENERAL TERMS AND CONDITIONS:

CONTRACTOR agrees to comply with the General Terms and Conditions attached hereto as Attachment "C" and incorporated herein by this reference.

WAIVER OF CONSEQUESNTIAL DAMAGES: To the fullest extent permitted by law, the Parties expressly agree that neither Party shall be liable to the other for any special, incidental, indirect, exemplary, or consequential loss, damage, expense, or cost (including, without limitation, loss of use, revenue, income, profit, financing, business, and/or reputation) arising out of or relating in any way to the Agreement, Services, or Project.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, the Parties expressly agree that the CONTRACTOR's total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense, or cost of whatsoever kind or nature arising out of or relating in any way to the Services, Agreement, or Project shall not exceed the net sum actually paid to the CONTRACTOR under this Agreement.

FORCE MAJEURE: CONTRACTOR shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of CCOG or a third-party engaged by CCOG, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of CONTRACTOR (each, a "Force Majeure Event").

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

**CALAVERAS COUNCIL OF
GOVERNMENTS ("CCOG")**

By _____
Melissa Raggio
Executive Director

**MICHAEL BAKER INTERNATIONAL
("Contractor")**

By _____
Richard Beck
Vice President/Office Executive

ATTEST:

Anne Dell'Orto
Clerk to the Calaveras Council of Governments
County of Calaveras, State of California

Attachment “A”

SCOPE OF WORK

The audit will also assess CTA's efforts to maintain efficient and effective transit service delivery, monitor contractor performance, manage operating and capital resources, and prepare for future service and fleet investments. Particular attention will be given to how the agency adapted services and management practices during the post-pandemic recovery period while continuing to meet the transportation needs of Calaveras County residents, students, and visitors. The audit will further review farebox performance and applicable TDA requirements to determine the agency's progress toward achieving statutory performance objectives.

DETAILED WORK APPROACH

Task 1: Project Management

Objective

Conduct initial kickoff meeting to communicate work scope and schedule, understand project expectations, and answer questions. Develop list of specific documents to be provided by the CCOG and CTA.

Approach

We will work with the CCOG to coordinate the kickoff meeting for the performance audits to discuss the project schedule and scope of work, project goals and objectives, communication protocol, and other administrative items. As part of our initial communication, we will create a list of data needs and documents that traditionally have been used to help create a background assessment of the audited entity's performance and compliance over the past three years; see list below. Additional items may be identified as a result of the kickoff discussion. We will coordinate on the request for specific information and documents necessary to complete the audit requirements. We will follow up with telephone calls to answer questions and clarify data needs.

- State Controller Transit Operator Financial Transactions Reports.
- Annual budgets and financial and compliance audits.
- CHP Safety Compliance Report/Terminal Record Update, Carrier Inspection, and Equipment Inspection Report.
- MOUs/service provider agreements with other operators and agencies.
- Performance productivity reports (e.g., monthly and end-of-year summary).
- Staff board reports and meeting minutes relating to service provision.
- Vehicle operations data such as on-time performance, road calls, vehicle failures, and customer comments.
- Organizational charts, goals, objectives, policies, and procedures.

- Transit planning documents.
- Response to prior performance audit recommendations.

For the CCOG, a sampling of information includes:

- TDA apportionments and completed claims.
- Board resolutions and minutes.
- Transit performance monitoring.
- Regional Transportation Plan and TIP documentation.
- Bylaws and other governance documents.
- Transit unmet needs documentation.
- Annual fiscal and compliance audits of the CCOG's accounts and records.
- Overall work program/budget documentation.
- Response to prior performance audit recommendations.

During the kickoff meeting, we intend to discuss the audit steps and schedule and to understand the issues. We will also identify other data materials to collect, if necessary. Essentially, the kickoff meeting will clarify expectations and any concerns during the process, and will prepare all affected parties for the auditing process. We will communicate regularly with the appropriate staff before undertaking the various audit activities. A monthly progress report will accompany monthly invoices.

A significant aspect of our work process is holding interviews with key staff from both CCOG and the CTA contract operator at their facilities. The site visits are in conjunction with the use of remote communication such as phone, email, and videoconferencing via Microsoft Teams to enable us to build and maintain close communications during this engagement.

The interviews and site visits provide valuable and meaningful sources of information and insight that contribute to an effective audit. Michael Baker will work with the CCOG project manager and the CTA contract operator to schedule the interviews and site visits. From our team composition, the site visits will be led by Rick Williams.

We will develop an interview guide prior to each site visit that touches on the many facets of the CCOG and transit operator functional reviews. The interview guide will serve as a discussion piece to identify issues and performance areas and help promote an efficient site visit. The data and observations gathered during the site visits and interviews will be used along with the collected documentation to help determine causal factors and effects on agency performance.

Follow-up communication will be via email, video chats, and phone. Interviews with other potential stakeholders such as board members and committee members will be conducted through phone/video conference in efforts to reach out to a larger audience. We will work with CCOG to identify such stakeholders and to understand their perspectives.

Upon receipt of the data, we will compile performance profiles using numeric data and initiate compliance reviews. We will begin to identify areas of compliance as well as potential noncompliance. We will also compile the TDA-mandated performance indicators, farebox recovery ratios, and other indicators that are relevant to functional area performance. We will document the values used for the statistics and indicators, note the amount of change, and determine whether this change represents a positive or negative trend. Causal factors for all observed trends will be determined in subsequent tasks.

Deliverables: Meeting notes, revised project schedule and scope of work (if necessary), list of stakeholders, and list of data needs.

Task 2: Performance Audit of the Calaveras Council of Governments

2.1: Determine Compliance with Statutory and Regulatory Requirements

Objective

Review and make a determination as to the CCOG's compliance with the TDA and related sections of the PUC and California Code of Regulations.

Approach

During this task we will focus our activities in three specific areas.

- Discuss Compliance Requirements. This first step involves meeting with the CCOG and discussing the compliance requirements described in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* (3rd edition, September 2008). Fourteen compliance requirements are listed in the guidebook for RTPAs. A summary of compliance requirements is listed below:
 1. LTF claims apportionments.
 2. Rules and regulations for bicycle/pedestrian facilities.
 3. Social Services Transportation Advisory Council and citizen participation.
 4. Operator productivity improvement recommendations.
 5. Claimant submittal of fiscal and compliance audits.

6. Independent performance audit.
 7. Certification of performance audit completion.
 8. Verification of operator performance indicators.
 9. Rules and regulations regarding farebox recovery ratios.
 10. Evaluation of Article 4.5 claims.
 11. Allocation of Population Based State Transit Assistance Funds.
 12. Allocation of Performance Based State Transit Assistance Funds.
 13. Unmet transit needs process.
 14. Fiscal audit of RTPA account and records.
- Investigate Evidence of Compliance. Based on the interviews and discussions, we will investigate evidence of compliance by collecting pertinent documents and records that show sufficient objective evidence to meet each of the compliance requirements. Some of the documents will be from the initial data list provided during the kickoff. CCOG staff assistance will be utilized to obtain the most relevant data. Evidence of compliance may also be produced from our direct observation of the compliance requirement.
 - Disclose Results of the Compliance Review. We will document the methodology and results of the compliance review. The review will ensure that the evidence collected is objective and representative of the activities for the past three years. If we find an indication of noncompliance with any of the requirements, we will make a finding in the audit report, draw conclusions, and make appropriate recommendations.

2.2: Status of Prior Performance Recommendations

Objective

Review prior performance audit recommendations and actions taken by the CCOG to implement the recommendations.

Approach

The prior performance audit provided three recommendations for CCOG for implementation. These recommendations generally fell into two categories: (1) compliance-based requirements necessary to meet statutory or regulatory obligations, and (2) auditors'

recommendations or suggestions derived from industry best practices and the functional review process. A summary of prior recommendations is provided below.

Recommendation	Classification
1. Conduct goal setting exercises for CCOG and CTA involving the Board to update strategic planning direction set in 2014.	Auditors' Recommendation
2. Document separation of staff roles in TDA administration for claiming funds for the CTA and approving the claim.	Compliance Requirement/Best Practices
3. Update the CCOG TDA Claims Checklist.	Compliance Requirement/Best Practices

During this task we will focus our activities in three specific areas.

- **Review Prior Recommendations and Evidence of Compliance.** We will review the prior audit recommendations with CCOG staff and review the status of implementation. We will work with staff to determine the validity of each recommendation in light of the evolving nature of transportation operations. Evidence may be contained in staff and board reports, memorandums and documents, and performance evaluation documents, or obtained through direct observation.
- **Document Implementation of Recommendation.** We will follow up on the course of action taken by the CCOG to implement the recommendations.

If the CCOG has implemented a recommendation, we will seek data to confirm implementation, discuss the effectiveness and benefits from the recommendation, and discuss difficulties and costs associated with the recommendation.

If the CCOG is currently implementing a recommendation, we will address the current status of implementation, as well as any difficulties and costs of implementation.

If a recommendation has not been implemented, we will make a determination as to whether the recommendation is (a) no longer applicable due to changes in circumstances, (b) infeasible, or (c) still valid and should still be implemented. If the prior recommendation still has merit, we will include the recommendation in the current audit report, either as stated or modified to account for any changes in conditions.

- **Disclose Results of Follow-Up Review.** We will document the results of the review and report the status of prior recommendations. For those recommendations that have been implemented, significant accomplishments from these prior

recommendations will be recognized as well as the difficulties and costs of implementation.

2.3: Functional Review of the CCOG

Objective

Review the various functions and investigate potential functional concerns, problems, and possible improvements, while also highlighting recent accomplishments.

Approach

A key step in our approach will include interviews with CCOG management and staff, its governing board, and other identified stakeholders. Follow-up discussion through phone and email will be made as needed. We will work with the CCOG project manager to identify the appropriate staff and management personnel to interview. An interview guide with pre-scripted questions will be used for the interviews to focus on the functions relevant to the interviewee and provide topics for discussion.

As described in the RFP, aspects of CCOG performance will be examined based on:

- Administration and management.
- Transportation planning and regional coordination.
- Claimant relationships and oversight.
- Marketing and transportation alternatives.
- Grant applications and management.
- Analysis and evaluation in regard to the CCOG's established goals, policies, committees, and organizational procedures.
- Evaluation of CCOG strategic planning and goals—review recommendations and provide additional recommendations, as needed, for organizational growth.
- Analysis and evaluation of staff functions, staffing levels, and CCOG staff needs.
- Discussion of future roles of the CCOG.

Following the Caltrans *Performance Audit Guidebook*, we will conduct the functional review. We will focus our activities in the areas described below.

- *CCOG Administration and Management.* This will include examining the general management of the agency, identifying achievements and challenges, policies and goals, governing board activities, roles and staff functions, and overall work programs. We will interview CCOG staff to identify any administrative and management issues of concern to them. We will investigate potential issues and

make findings and possibly recommendations as part of the audit. Topics that will be covered include:

- General administration
 - Goals, policies, committees, and organizational procedures
 - Internal planning and achievement
 - Governing board activities
 - Personnel
- *Planning and Regional Coordination.* This will include evaluating the CCOG's regional functions as an RTPA. This will include the practices and methods in which the CCOG prepares transportation and related planning documents. We will also examine the process the CCOG follows in managing transit plans and other transit projects in its area of jurisdiction. Topics that will be covered include:
- RTP development and adoption
 - RTP topics and implementation
 - Transportation and transit planning and programming
 - Information collection, generation, and distribution for use in the planning process
- *Relationship with Related Agencies.* We will interview CCOG staff members on their role in working with allied planning organizations such as neighboring RTPAs and Caltrans, as well as other local governmental agencies in its jurisdiction and in adjacent areas where travel and development may have an impact on the CCOG's related responsibilities. We will contact these other agencies as necessary.
- *TDA Claims Processing and Transit Oversight.* We will review the claims process and the CCOG's role in administering the funds. Sample completed claims packets and accompanying documentation to substantiate the claims for TDA and State Transit Assistance funds will be collected and reviewed. Compliance checklists and/or other supporting documents that are typically attached to the claims forms will be evaluated. Topics that will be covered include:
- Transit productivity monitoring and evaluation
 - Technical and managerial assistance to transit operators
 - Assistance with TDA compliance
 - TDA claim processing

- *Marketing and Transportation Alternatives.* We will review the CCOG's efforts to help keep the public informed about transportation issues and external events that influence travel and transportation choices.
- *Grant Management.* This will include gaining an understanding of the level of grant administration and assistance provided by the CCOG for transportation revenue sources such as state and federal programs. We will review the CCOG's ability to secure discretionary funding sources that enhance and increase the availability and quality of transportation in the county. Topics that will be covered include:
 - Grant application coordination
 - Grant application assistance
 - Grant management and compliance

2.4: Summary of Major Issues and Concerns

Based on the above subtasks, we will summarize any findings of major issues and concerns identified in the audit report, and specific strategies and/or recommended solutions to address these issues and concerns should be addressed in the audit. We will share and discuss the issues and potential solutions with the CCOG.

Deliverables: Inputs to audit report.

Task 3: Performance Audit of Calaveras Transit Agency (CTA)

3.1: Determine Compliance with Statutory and Regulatory Requirements

Objective

Review and make a determination as to the CTA's compliance with TDA and related sections of the PUC and California Code of Regulations.

Approach

During this task we will focus our activities in three specific areas.

- *Discuss Compliance Requirements.* We will meet with the CTA and the contract operator to discuss the compliance requirements described in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*. Eleven compliance requirements are listed in the guidebook for public transit systems. A summary of compliance requirements is listed below:
 1. Timely submission of annual State Controller Transit Operator Financial Transactions Reports.
 2. Timely submission of annual fiscal and compliance audits.

3. CHP inspections and certification.
4. TDA claims submittal.
5. Farebox recovery ratio for combined urbanized and non-urbanized areas.*
6. Changes to annual operating budget.
7. Performance measurement definitions.
8. Farebox recovery ratio for urbanized areas.*
9. Farebox recovery ratio of rural areas.
10. Retirement system funding.
11. Use of federal transit funding.

**Not applicable to the CTA*

- Investigate Evidence of Compliance. Based on the interviews and discussions, we will investigate evidence of compliance by collecting pertinent documents and records that show sufficient objective evidence to meet each of the compliance requirements. Some of the documents will be from the initial data list provided during the kickoff. Assistance from the CTA and contract operator will be utilized to obtain the most relevant data. Evidence of compliance may also be produced from our direct observation of the compliance requirement.
- Disclose Results of the Compliance Review. We will document the methodology and results of the compliance review. The review will ensure that the evidence collected is objective and representative of the activities for the past three years. If we find an indication of noncompliance with any of the requirements, we will make a finding in the audit report, draw conclusions, and make appropriate recommendations.

3.2: Status of Prior Performance Recommendations

Objective

Review prior performance audit recommendations and actions taken by the transit system to implement the recommendations.

Approach

The prior performance audit of CTA contained six recommendations for implementation. These recommendations generally fell into two categories: (1) compliance-based requirements necessary to meet statutory or regulatory obligations, and (2) auditors'

recommendations or suggestions derived from industry best practices and the functional review process. A summary of prior recommendations is provided below.

Recommendation	Classification
1. Include deadhead hours and miles in the monthly summary report.	Auditors' Recommendation/Best Practices
2. Develop a standardized process to reconcile fare and boarding totals.	Auditors' Recommendation/Best Practices
3. Provide separate fixed-route and DAR operating and financial statistics.	Auditors' Recommendation/Best Practices
4. Calculate and report Employee Hours/Full-Time Equivalency to the State Controller in accordance with the definition in Appendix B of the Performance Audit Guidebook	Compliance Requirement
5. Update Calaveras Connect website to reflect current Direct Connect reservation options and rider policies.	Auditors' Recommendation
6. If farebox recovery ratio falls below the 10-percent TDA requirement, consider allowances made by AB 149 (2021).	Compliance Requirement

During this task, we will focus our activities in three specific areas.

- **Review Prior Recommendations and Evidence of Compliance.** We will review the prior audit recommendations with the CTA and the contract operator and the status of implementation. We will work with staff to determine the validity of each recommendation in light of the evolving nature of transportation operations. Evidence may be contained in staff and board reports, memorandums and documents, and performance evaluation documents, or obtained through direct observation.
- **Document Implementation of Recommendation.** We will follow up on the course of action taken by the CTA to implement the recommendations.

If the transit system has implemented a recommendation, we will seek data to confirm implementation, discuss the effectiveness and benefits from the recommendation, and discuss difficulties and costs associated with the recommendation.

If the transit system is currently implementing a recommendation, we will address the current status of implementation, as well as any difficulties and costs of implementation.

If a recommendation has not been implemented, we will make a determination as to whether the recommendation is (a) no longer applicable due to changes in circumstances,

(b) infeasible, or (c) still valid and should still be implemented. If the prior recommendation still has merit, we will include the recommendation in the current audit report, either as stated or modified to account for any changes in conditions.

- **Disclose Results of Follow-Up Review.** We will document the results of the review and report the status of prior recommendations. For those recommendations that have been implemented, significant accomplishments from these prior recommendations will be recognized as well as difficulties and costs of implementation.

3.3: Verify Transit Performance Indicators

Objective

Quantify and review the efficiency and effectiveness of the transit operator's activities, TDA-required performance measures, and other potential performance indicators if warranted. The audit cycle will evaluate how transit services in Calaveras County have continued to recover and stabilize following the unprecedented impacts of the COVID-19 pandemic. Based on data sourced from the National Transit Database and the CTA Monthly Summary Reports, Calaveras Connect's ridership increased from 28,321 passenger trips in FY 2023 to 39,332 in FY 2024 and 44,800 in FY 2025. Ridership reached 45,139 trips in FY 2026, representing an overall increase of approximately 59 percent from FY 2023. The most rapid growth occurred between FY 2023 and FY 2024, when ridership increased by approximately 39 percent. Growth continued in FY 2025 before leveling to a modest 0.8 percent increase in FY 2026. Vehicle service levels generally expanded during the audit period to support recovering demand. Vehicle service miles increased from 388,840 in FY 2023 to 422,746 in FY 2025 before remaining relatively stable at 418,713 in FY 2026, while vehicle service hours grew from 14,823 in FY 2023 to 18,246 in FY 2026. Our audit approach will account for these post-pandemic recovery dynamics when evaluating performance trends, compliance, and findings across the triennial period.

Approach

Subtask A: We will first review and validate the operator's collection methods of basic data needed to calculate these indicators. The basic data include operating cost, passenger counts, vehicle service hours, vehicle service miles, employee hours, and fare revenue. The steps to verifying and interpreting these performance measures include the following:

1. **Assessing internal controls.** We will review how the data is developed and safeguarded in its use to evaluate performance.
2. **Testing data collection methods.** We will trace the steps taken by the transit operator to collect and report the data to understand the origin of how they are derived. We will review such samples as driver logs, driver manifests, dispatch and reservations records,

daily and monthly operator reports, and other pertinent materials where actual performance data is recorded to determine their compliance with the TDA definitions (PUC 99247).

Additional operations data such as on-time arrival, missed trips, and number of road calls and preventable accidents will be included in the review of operational performance. We will discuss this process with the transit operator and identify any issues discovered from our review of the data. If warranted, we will then suggest corrective actions to ensure compliance with the statute.

Subtask B: A triennial performance audit must include the verification of a minimum of five performance measures. Section 99246(d) of the PUC requires that the performance indicators are:

- Operator's operating cost per passenger.
- Operating cost per vehicle service hour.
- Passengers per vehicle service hour.
- Passengers per vehicle service mile.
- Vehicle service hours per employee as defined in California PUC Section 99247.

Although the farebox recovery ratio is not one of the five performance indicators identified in Public Utilities Code Section 99246(d), it remains a widely recognized measure of transit financial performance and has historically been linked to eligibility for TDA funding. We will review trends in CTA's annual farebox recovery ratio and assess compliance with applicable TDA requirements. While the annual fiscal audit provides an important basis for evaluating farebox recovery performance, our experience has shown that additional data sources, including State Controller Transit Operator Financial Transactions Reports, National Transit Database, and internal operating reports, are necessary to fully assess the performance of systems providing multiple service types.

The audit will also evaluate the impacts of legislation affecting farebox recovery requirements and transit funding, including SB 508 (2015), as well as AB 90 (2020) and AB 149 (2021), which extended temporary COVID-19-related relief from certain farebox recovery penalties and performance requirements, and SB 125 (2023), which provides significant state funding support for transit operations and capital improvements as transit operators continue to recover from the pandemic and adapt to changing travel patterns. The audit will assess how these legislative actions have influenced CTA's financial performance, farebox recovery trends, and overall service sustainability.

We will use the data collected from Subtask A and calculate the performance indicators. The analysis will include quantitative trends with detailed tables and a summary interpretation of the trends. We will provide supporting visual graphic representation via bar/line charts and

data labels in addition to tables. Three-year trends will be analyzed with potential issues or concerns identified for further review in the detailed functional review task. Relevant issues will be considered and discussed with the operator that impact the performance trends such as economic issues, state budget conditions, community demographic shifts, and internal operational and management practices. Any causal factors influencing the data trends will be identified for further review and addressed in the function review task.

Based on available data from the transit operator, we will include additional performance indicators beyond the TDA-required measures to assess trends that highlight both accomplishments and challenges. These additional indicators can be financial (e.g., subsidy per passenger, average fare per passenger), operational (on-time performance, revenue miles between road calls, number of customer comments, etc.), and administrative (e.g., change in contract terms). We will consult other authoritative sources as warranted for performance indicators, such as the Caltrans *Performance Audit Guidebook*, the Mineta Transportation Institute publication *Transit Performance Measures in California*, and the Transit Cooperative Research Program document *A Guidebook for Developing a Transit Performance-Measurement System*, for a comprehensive listing of performance indicators relative to various transit functional areas. Any additional performance measures will be developed and reviewed with the CCOG and the transit operator to ensure the measures are useful and help to determine trends in service.

3.4: Functional Review of the Public Transit System

Objective

Review the various functions and investigate potential functional concerns, problems, and possible improvements, while also highlighting recent accomplishments.

Approach

A key step in our approach will include interviews with CTA staff responsible for transit administration, as well as with the contract operator, Paratransit Services. We will work with the CCOG/CTA project manager to identify the appropriate staff and management personnel to interview. An interview guide with pre-scripted questions will be used for the interviews to focus on the functions relevant to the interviewee and provide topics for discussion.

As described in the RFP, aspects of transit operator performance will be examined through the following tasks:

- Interview operator and the CCOG concerning operator functions.
- Review documents, such as monthly management reports, Short-Range Transit Plan, and Coordinated Public Transit-Human Services Transportation Plan.
- Review and analyze TDA-required performance indicators.

- Follow up on prior performance audits.
- Review operator compliance with transit contract.

Following the Caltrans *Performance Audit Guidebook*, we will conduct the functional review. The review of operator functions can be divided into two parts: an initial review and a detailed review. The initial review will provide an understanding of the operator's characteristics and the functions performed. Operator characteristics include general data such as a description of the entity providing the service, legal status (e.g., municipal system), modes of service (bus, van, general public, specialized, etc.), type of service (Dial-A-Ride, deviated fixed route, etc.), and size of operations. We will review pertinent data documents and staff reports in addition to discussions with operator staff to obtain a clear view of the functions of the transit operator.

The detailed review is divided into the various functions consistent with the Caltrans *Performance Audit Guidebook*. These functions include management and organization, operations, service planning, maintenance, personnel management, administration and financial controls, and marketing and public information. Each function, in turn, can be broken into several sub-functional areas as described by the following:

- *General Management and Organization.* We will review the management and structure of the operator including an assessment of:
 - Administrative oversight
 - Organizational structure and reporting
 - Recent program changes and innovations
 - Areas of interest to management and board
- *Scheduling, Dispatch, and Operations.* The daily scheduling and coordination of routes, drivers, and vehicles will be reviewed including:
 - Assignment of drivers and vehicles to specific routes
 - Driver absence and sick leave
 - Part-time and cover drivers
 - Dispatch procedures and communication
- *Service Planning.* We will review how the Coordinated Public Transit-Human Services Transportation Plan and Short-Range Transit Plan recommendations, public input through surveys, and other planning and evaluation techniques have been implemented, and assess their results on operations. Topics that will be covered include:
 - Strategic planning

- Short-range planning
- Evaluation of routes
- Planning for special transportation needs
- Surveys of riders/non-riders
- *Maintenance.* We will review maintenance records, the transit maintenance working paper, CHP terminal and vehicle inspections, and other maintenance-related documentation on the condition of the vehicles and other capital facility assets. The sub-functions in this area include:
 - Preventive maintenance
 - Sufficiency of facility
 - Vehicle condition and maintenance schedules
 - Parts and inventory management
 - Communications with dispatch
 - Maintenance outsourcing
- *Personnel Management and Training.* We will review personnel policies, driver recruitment practices, turnover trends, and management of human resources. Topics that will be covered include:
 - Recruitment and motivation
 - Training and safety
 - Discipline
 - Benefits
- *Administration and Financial Controls.* Business and support services necessary for the operations of the agency will be assessed. We will examine adopted policy documents guiding financial management and procurement practices. Administrative activities include:
 - Budgeting, financial, and grants management
 - Revenue collection and cash management
 - Payroll
 - Risk management
- *Marketing and Public Information.* Efforts to make information available to the public, market the service to the community, and communicate with social service agencies and other governmental entities will be reviewed. The assessment will include:

- Marketing programs and objectives
- Communications strategies with the public
- Intergovernmental communications

We will utilize various data means to perform the assessment, including interviews with transit operator staff, management and governing board members, management and annual productivity reports, surveys and public input, transit plans, and other materials presented to the CCOG and CTA boards.

We will also describe the improvements and changes made over the past three years in each of the functions. We will identify any functional concerns and evaluate them using such methods as calculating additional performance indicators that would be applicable. Our site visits and interviews, as well as documents such as board and advisory committee reports and agendas, and internal documentation, will help with describing the service changes or performance concerns.

Based on our findings, we will provide a set of clear and concise recommendations with a clear timeline for implementation (by year or priority) and identify the responsible party for follow-up. Depending on the operator function, the recommendations may range from managerial improvements to operational efficiencies to financial controls. We are prepared to bring a fresh, objective approach to the audits and conduct the work as prescribed in state law.

3.5: Summary of Major Issues and Concerns

Based on the above subtasks, we will summarize any findings of major issues and concerns identified in the audit report, and specific strategies and/or recommended solutions to address these issues and concerns should be addressed in the audit. We will share and discuss the issues and potential solutions with the CCOG and CTA.

Deliverables: Inputs to audit report.

Task 4: Final Documentation and Board Presentation

4.1: Prepare and Present Draft Report

Objective

Prepare administrative draft audits for review and comment.

Approach

We will prepare separate draft audit reports for each CCOG and CTA. Each report will be developed in a positive and easy-to-read manner to help management, the administrators,

and the transit operator to improve operations and increase efficiency and cost-effectiveness. We will organize the audit reports using the following suggested structure:

- Table of Contents
 - Listing of chapter headings and major sections
 - Tables and figures
 - Associated page numbers
- Executive Summary
 - Synopsis of key findings and recommendations
- Introduction
 - Agency’s recent history, administrative and policy structure, budget, staffing, and nature of services provided
 - Overview of regulatory requirements
 - Approach and methods used in conducting the audit
 - Limitations or caveats in the data provided by the agency
- Audit Findings (Proposal Tasks 2–3)
 - Compliance review results
 - Status of prior recommendations
 - Verification and interpretation of performance indicators
 - Results of functional review separated by sub-function
- Conclusions and Recommendations
 - Findings and recommendations
 - Strategies and follow-up actions to address performance issues

We will deliver a formatted, electronic PDF of the administrative and draft audit reports to the CCOG executive director for review and comment. As requested in the RFP, five copies of the draft audit, along with one unbound original, will be furnished. The draft audits will address the comments received from CCOG staff and be delivered according to the project schedule.

4.2: Prepare and Present Final Report

Objective

Prepare final audit reports and present to the CCOG.

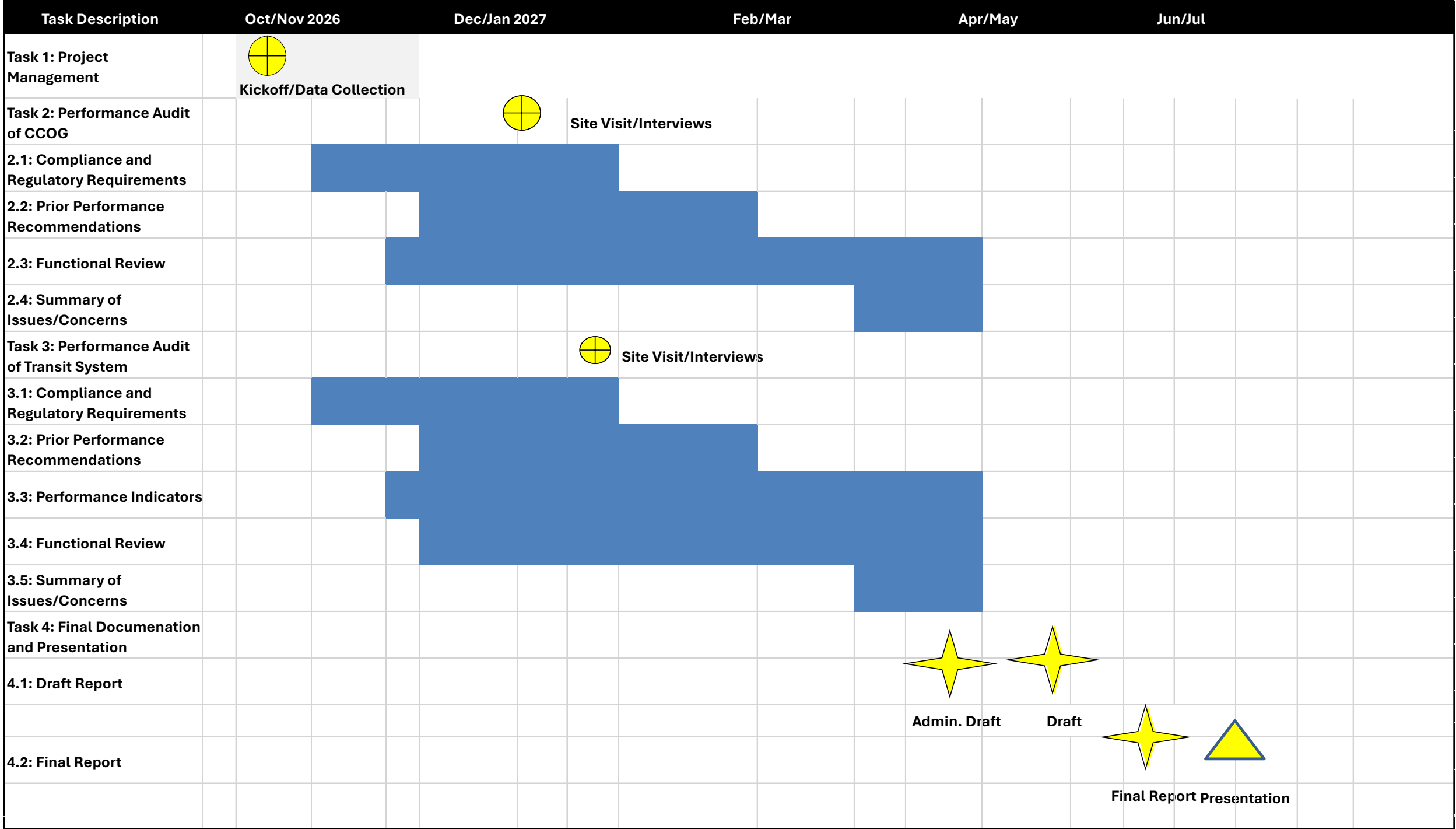
Approach

Comments received from the CCOG will be addressed in the final triennial performance audits. We will deliver five copies of the final triennial performance audits, along with one unbound original to the CCOG executive director according to the project schedule. An electronic PDF copy and an MS Word version of the final audits will also be provided. We will present the final audits at a regularly scheduled CCOG meeting.

Deliverables: Draft plan; administrative draft and final plans.

SCHEDULE

The proposed schedule generally follows the task duration and milestones described in the RFP. The proposed start date is October 2026, with an anticipated end date of June 30, 2027. The schedule identifies task duration, interviews and site visits, draft and final deliverables, and presentation. Audits of both the CCOG and CTA will be conducted in parallel to achieve cost savings in areas such as data collection, site visits, and presentation. The schedule of tasks and deliverables assumes full cooperation from each of the audited entities during the conduct of the audit



Attachment “B”

FEE SCHEDULE

COST PROPOSAL

Michael Baker International proposes a not-to-exceed cost of \$38,945 for the performance audits. This includes committing 250 hours in senior staff time, which are reflected in the budget tables. A detailed cost proposal is included in this section, including the amount budgeted per task.

Budget Proposal for Triennial Performance Audit

Michael Baker Staff Hours/Fully Burdened Rate								
	Rick Williams, AICP		Ashley Karpf, AICP		Tech Edit/Admin		Total Hours	Total Budget
	Project Manager		Senior Transit Analyst					
Task	Hours	\$167	Hours	\$135	Hours	\$130		
Task 1: Project Management	8	\$1,336	4	\$540	0	\$0	12	\$1,876
Task 2: Performance Audit of CCOG								
2.1: Compliance and Regulatory Requirements	4	\$668	4	\$540	0	\$0	8	\$1,208
2.2: Prior Performance Recommendations	4	\$668	2	\$270	0	\$0	6	\$938
2.3: Functional Review	32	\$5,344	8	\$1,080	0	\$0	40	\$6,424
2.4: Summary of Issues/Concerns	2	\$334	2	\$270	0	\$0	4	\$604
Task 3: Performance Audit of Transit System								
3.1: Compliance and Regulatory Requirements	4	\$668	4	\$540	0	\$0	8	\$1,208
3.2: Prior Performance Recommendations	6	\$1,002	4	\$540	0	\$0	10	\$1,542
3.3: Performance Indicators	6	\$1,002	8	\$1,080	0	\$0	14	\$2,082
3.4: Functional Review	32	\$5,344	24	\$3,240	0	\$0	56	\$8,584
3.5: Summary of Issues/Concerns	2	\$334	2	\$270	0	\$0	4	\$604
Task 4: Final Documentation and Board Presentation								
4.1: Draft Report	24	\$4,008	24	\$3,240	8	\$1,040	56	\$8,288
4.2: Final Report	16	\$2,672	8	\$1,080	8	\$1,040	32	\$4,792
Subtotal Labor	140	\$23,380	94	\$12,690	16	\$2,080	250	\$38,150
Direct Expenses								
Travel (4 round trips)								\$575
Bound Copies and Express Delivery								\$220
Subtotal Direct Expenses								\$795
Total Audit Hours/Budget							250	\$38,945

Attachment "C"

General Terms and Conditions

1. Non-Discrimination

a. During the performance of this Agreement, Contractor and its 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 (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

c. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments.
2. Assessing sanctions.
3. Liquidated damages
4. Disqualifying the contractor from future bidding as non-responsible

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

2. Prompt Payment

a. Prompt Progress Payment to Subcontractors. Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the CCOG, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CCOG. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies,

otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

b. Prompt Payment of Withheld Funds to Subcontractors. No retainage will be held by the CCOG from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the CCOG's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. Release Of Retainage

The Contractor agrees further to release retainage payments, if any, to each Sub-Contractor within 30 days after the Sub-Contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of CCOG. This clause applies to both DBE and non-DBE Sub-Contractors.

4. National Labor Relations Board Certification.

Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

5. Americans with Disabilities Act (ADA) of 1990.

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

6. Drug-Free Certification.

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, & employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and

- (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

7. Union Organizing.

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement.

a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement.

b. No funds received from the CCOG under this Agreement shall be used to assist, promote, or deter union organizing.

c. Contractor will not, for any business conducted under this Agreement, use any public property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the public property is equally available to the general public for holding meetings.

d. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the CCOG funds has been sought for these costs, and Contractor shall provide those records to the CCOG upon request.

8. Political Reform Act Compliance.

Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "Contractors" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "Contractors" under the Act by the CCOG, as provided for in the Conflict of Interest Code for the CCOG, shall promptly file economic disclosure statements for the disclosure categories determined by the CCOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirement of the Act, as required by law.

9. Campaign Contribution Disclosure.

Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Attachment "D."

10. Accounting Records.

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow inspection and copying of all work, data, documents, proceedings, and activities related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.

11. Ownership of Materials; Confidentiality.

a. Documents & Data. This Agreement creates an exclusive and perpetual license for CCOG to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or

data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data").

Contractor shall require all subcontractors to agree in writing that CCOG are granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data.

Contractor shall provide copies on electronic media of all work products produced under this Agreement. To the extent that reports or lengthy passages of text are included in a given work product, the document shall be prepared in Microsoft Word or a format compatible with Word or as directed by the CCOG.

CCOG may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA/FTA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

b. Intellectual Property. In addition, CCOG shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement.

The CCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of CCOG.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the CCOG.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

CCOG further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of CCOG, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known,

or has become known, to the related industry shall be deemed confidential. Contractor shall not use CCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CCOG.

12. Prohibited Interests.

a. Solicitation. Contractor maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor maintains that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, CCOG, percentage, fee, or other consideration contingent upon or resulting from the award or making of this Agreement.

b. Conflicts of Interest. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the CCOG's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the CCOG or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the CCOG of any and all potential violations of this paragraph upon becoming aware of the potential violation.

13. Equal Opportunity Employment.

Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

The contractor or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

14. Subcontracting.

A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the CCOG's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

C. Any substitution of subconsultants must be approved in writing by the CCOG's Contract Manager.

15. Prevailing Wages.

By its execution of this Agreement, Contractor certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

16. Debarment, Suspension, and Other Responsibilities.

a. The CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that she/he or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CCOG.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

17. Supplemental Provisions for Federal-Aid Projects

Notwithstanding anything to the contrary contained in the Agreement, including any other Exhibits attached thereto, the following provisions shall apply if funding for the Project is provided, in whole or in part, from the United States Department of Transportation.

A. Cost Principles

a. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

b. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to CCOG.

B. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the CCOG shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, CCOG, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

C. Disputes

1. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CCOG's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONTRACTOR.

2. Not later than 30 days after completion of all work under the contract, the CONTRACTOR may request review by the CCOG GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

3. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. Equipment Purchase

1. Prior authorization in writing, by CCOG's Contract Manager shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

2. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding \$5,000 prior authorization by CCOG's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

3. Any equipment purchased as a result of this contract is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CCOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the CCOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CCOG procedures; and credit the CCOG in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CCOG and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CCOG." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

4. All subcontracts in excess \$25,000 shall contain the above provisions.

E. Conflict of Interest

1. The CONTRACTOR shall disclose any financial, business, or other relationship with CCOG that may have an impact upon the outcome of this contract, or any ensuing CCOG construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CCOG construction project, which will follow.

2. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

3. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

F. Rebates, Kickbacks or other Unlawful Consideration

The CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CCOG employee. For breach or violation of this warranty, CCOG shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

G. Legal Remedies

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

Attachment "D"

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the CCOG Board of Directors are:

MEMBERS:

Amanda Folendorf
Michael Chimento
Gary Tofanelli
Tim Muetterties
Scott Behiel
Pat Bettinger
Trevor Wittke

ALTERNATES:

Ben Stopper
Alvin Broglio
Roark Weber

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any CCOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES ___ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any CCOG Director(s) in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude CCOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the preceding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Melissa Raggio, Executive Director	Board Meeting Date October 7, 2026	Agenda Number 14
Resolutions Approving Allocation Instructions of FY 2026/27 Local Transportation Funds (LTF)		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Resolution PowerPoint Presentation Included? No		

Recommendation:

Staff recommends the Council approve Allocation Instructions of Local Transportation Funds (LTF).

- Resolution No. FY 27-8 \$481,570 Calaveras Council of Governments Overall Work Program (OWP) Amendment No. 1
- Resolution No. FY 27-9 \$21,639 Bike and Pedestrian Account-2% of the LTF Annual Estimate after off the top allocations

Background:

Each year, a prime responsibility of the CCOG is to administer Local Transportation Funds (LTF) in accordance with the Transportation Development Act (TDA). Local Transportation Funds are collected as a ¼ cent of the general sales tax statewide and returned to the county in which collected. The County Auditors Estimate presented at the February 4, 2026 Regular CCOG meeting reflected \$1,566,000 (including \$75,000 interest) in projected LTF revenue for FY 2026/27.

Discussion:

The Council approved the Final Overall Work Program (OWP) at the June 3, 2026 Regular meeting. At the September 2, 2026 Regular CCOG meeting the Council approved the FY 2026/27 Overall Work Program (OWP) Amendment No. 1 identifying year-end carry over balance of \$242,365 in Local Transportation Funds (LTF).

The Calaveras Council of Governments Allocation Instructions (Resolution No. FY 27-8) in the amount of \$481,570 will fund the Annual TDA Audit (\$38,930), the MOU with County Auditor and Treasurer (\$25,000), bookkeeping contract (\$15,000), Legal Counsel Services (\$18,450), CCOG Logo and Rebranding Contract

with Planeteria Media (\$24,750), Website Maintenance and Hosting (4,050) and Mark Thomas Consulting Contract (\$35,000). Projects this fiscal year are the Triennial Performance Audit (40,000), Safe Streets and Roads for all Grant match (\$61,104), Travel Demand Model Update (\$3,443) in addition to CCOG's TDA responsibilities (\$350,264) for planning and administration. Approval of the Allocation Instructions is required under the Transportation Development Act in order for the County Auditor to transfer such funds as identified and budgeted by CCOG.

The Allocation Instructions (Resolution No. FY 27-9) in the amount of \$21,639 for the Bike and Pedestrian Fund 2% Set Aside is required under the Transportation Development Act. The amount identified is based upon 2% of the apportionment estimate. Approval of the Allocation Instructions is required under the Transportation Development Act in order for the County Auditor to transfer such funds into the Bike and Pedestrian Fund. The Bike and Pedestrian Fund balance is currently \$138,353.

FY 2026/27 Local Transportation Fund (LTF) TDA Claim Amounts and Purpose

Fund	Amount	Purpose
LTF	\$124,075	CCOG Administration
LTF	\$126,180	County Auditor/Treasurer MOU, Annual TDA Audit, Merritt Contract, Legal Services, Logo and Rebranding Contract, Website
LTF	\$139,547	Regional Planning & Coordination, Triennial Performance Audit, Safe Streets and Roads for All Grant, Travel Demand Model Update
LTF	\$40,168	Grant Development - FY 2026/27 OWP
LTF	\$51,600	Transit Planning - FY 2026/27 OWP
LTF	\$21,639	2% Bicycle & Pedestrian: Article 3 (PUC 99234)
Totals	\$503,209	

Fiscal Impact:

Allocation Instructions are consistent with current policy. Approval of Resolution No. FY 27-9 allocating 2% of the LTF to the Bike and Pedestrian Account is a mandate of the Transportation Development Act. The Council has discretion over policy directing the Bike and Pedestrian Claims Process, the policy was approved June 5, 2013 with the adoption of the Transportation Development Act Guidelines.

ATTACHMENT(S):

[RESO FY 27-8 ALLOCATING LTF OWP.pdf](#)

[RESO FY 27-9 ALLOCATING LTF BIKE AND PED.pdf](#)

Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
October 7, 2026

RESOLUTION NO: FY 27-8

**A RESOLUTION ALLOCATING LOCAL TRANSPORTATION FUNDS (LTF) FOR TRANSPORTATION
DEVELOPMENT ACT ADMINISTRATION AND PLANNING PURPOSES FOR THE 2026/27 FISCAL
YEAR IN THE AMOUNT OF \$481,570**

WHEREAS, the Overall Work Program (OWP) Amendment No. 1 for the Calaveras Council of Governments (CCOG) includes an allocation from LTF of \$481,570 for administration and planning purposes for FY 2026/27; and

WHEREAS, the Council adopted the Overall Work Program (OWP) Amendment No. 1 on September 2, 2026 (see Resolution No. FY 27-3) identifying the LTF funding in FY 2026/27.

NOW, THEREFORE, BE IT RESOLVED, by the Calaveras Council of Governments, State of California, that said Council does hereby allocate \$481,570 in Local Transportation Funds (LTF) for the 2026/27 Fiscal Year for TDA administration and planning purposes in accordance with Sections 99233.1 of the California Public Utilities Code and Section 6646 of the California Code of Regulations.

The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on 7th day of October 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'orto, Clerk to the Council
Calaveras Council of Governments

Tim Muetterties, Chair
Calaveras Council of Governments

Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
October 7, 2026

RESOLUTION NO: FY 27-9

A RESOLUTION ALLOCATING \$21,639 OF FISCAL YEAR 2026/27 LOCAL TRANSPORTATION FUNDS TO BE SET ASIDE FOR BICYCLE AND PEDESTRIAN FACILITIES PURSUANT TO SECTIONS 99233.3 AND 99234 OF THE CALIFORNIA PUBLIC UTILITIES CODE

WHEREAS, the Calaveras Council of Governments (CCOG) is designated by the State of California as the Regional Transportation Planning Agency serving the Calaveras County region; and

WHEREAS, given this designation, the Council is responsible to administer the Local Transportation Fund established pursuant to Government Code Section 29530 and to make annual allocations and apportionments therefrom; and

WHEREAS, the County Auditor Controller has determined the Local Transportation Fund revenues to be received during fiscal year 2026/27 will be approximately \$1,491,000; and

WHEREAS, pursuant to Sections 99233.3 and 99234 of the California Public Utilities Code, 2% of the anticipated Local Transportation Fund after off the top allocations shall be set aside for bicycle and pedestrian facilities.

NOW, THEREFORE, BE IT RESOLVED, that the Calaveras Council of Governments has determined that \$21,639 or 2% of the anticipated Local Transportation Funds estimate after off the top allocations shall be set aside and reserved for local agencies to claim for facilities provided for the exclusive use of pedestrians and bicycles pursuant to Sections 99233.3 and 99234 of the California Public Utilities Code.

The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on 7th day of October 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'orto, Clerk to the Council
Calaveras Council of Governments

Tim Muettert, Chair
Calaveras Council of Governments



CALAVERAS COUNCIL OF GOVERNMENTS AGENDA SUBMITTAL

Presented by: Melissa Raggio, Executive Director	Board Meeting Date October 7, 2026	Agenda Number 15
Resolution No. FY 27-10 Approving Allocation Instructions for FY 2026/27 Regional Surface Transportation Program (RSTP) Totaling \$11,416 to Fund the FY 2026/27 Overall Work Program Amendment No. 1		
Published Notice Required? No Public Hearing Required? No		Estimated Time: 0-5
Type of Document: Resolution PowerPoint Presentation Included? No		

Recommendation:

Staff is requesting the Council approve Allocation Instructions totaling \$11,416 in RSTP needed to fund the Overall Work Program (OWP) Amendment No. 1.

Background:

Annually the Council approves funding allocations for Regional Surface Transportation Program (RSTP) funds based on the State's apportionment, the approved Overall Work Program, and the approved Call for Projects. The CCOG enters into an exchange agreement each year with the State to exchange Federal Surface Transportation Program funds for state dollars. The FY 2025/26 RSTP allocation was \$568,175. Below is the approved RSTP Programming in the CCOG Capital Improvement Program (CIP).

	Previous FY	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	Total
Road Safety Sign Audit Project	\$0	\$0	\$0	\$48,642	\$0	\$0	\$48,642
Angels Creek Bike & Ped SR 49	\$0	\$0	\$0	\$0	\$412,393	\$373,704	\$786,097
Road Resurfacing & Paving Program	\$0	\$0	\$0	\$268,042	\$0	\$0	\$268,042
Wagon Trail - SR 4 Realignment	\$0	\$0	\$500,000	\$2,000,000	\$0	\$0	\$2,500,000
	\$0	\$0	\$500,000	\$2,316,684	\$412,393	\$373,704	\$3,602,781

Discussion:

At the June 4, 2026 Regular meeting the Council approved the FY 2026/27 Overall Work Program (OWP) estimating RSTP funding totaling \$123,719. After FY 2025/26 Year-End reconciliation carry-over totaled

\$109,958 decreasing FY 2026/27 allocation to \$11,416.

Fiscal Impact:

Approval of Resolution No. FY 27-10 in the amount of \$11,416 is necessary to fund the CCOG Overall Work Program and CCOG Operations Budget as approved. The CCOG has executed an RSTP Exchange Agreement with Caltrans, and the funds have been received.

ATTACHMENT(S):

[RESO FY 27-10 ALLOCATING RSTP.pdf](#)

Calaveras Council of Governments
COUNTY OF CALAVERAS
State of California
October 7, 2026

RESOLUTION NO: FY 27-10

**RESOLUTION ALLOCATING REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) FUNDS
TO FUND THE FY 2026/27 OVERALL WORK PROGRAM (OWP) AMENDMENT NO. 1 TOTALING
\$11,416**

WHEREAS, the Calaveras Council of Governments (CCOG) is the responsible agency for transportation planning for the County of Calaveras, and responsible for the administration of the Regional Surface Transportation Program (RSTP) funds; and

WHEREAS, CCOG programmed \$11,416 of FY 2026/27 Regional Surface Transportation Program (RSTP) funds for projects in the FY 2026/27 Overall Work Program Amendment No. 1 as adopted on September 2, 2026 by Resolution No. FY27-3.

NOW, THEREFORE, BE IT RESOLVED, that the Calaveras Council of Governments approves an allocation of Regional Surface Transportation Program (RSTP) funds in the amount of \$11,416 to fund the FY 2026/27 Overall Work Program Amendment No. 1.

The foregoing Resolution was duly passed and adopted by the Calaveras Council of Governments at a regular meeting thereof, held on 7th day of October 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'orto, Clerk to the Council
Calaveras Council of Governments

Tim Muettert, Chair
Calaveras Council of Governments