CALAVERAS TRANSIT AGENCY

June 3, 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/87504169799?pwd=95ZQOgeZVaLnH68rWZbXLMaadai2YH.1

To provide public comment by phone, dial 1 (669)444-9171 or 1 (253)215-8782; Access Code 875 0416 9799; Passcode: 731836. 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

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.

1. Approval of the Calaveras Transit Agency Regular Meeting Minutes for April 1, 2026

2. Calaveras Connect Monthly Performance Report: April 2026

3. Resolution No. FY26-1 Authorizing the Executive Director to Sign, Submit and Execute Applications, Agreements, and Related Documents Necessary to Receive State and Federal Funding

4. Resolution No. FY26-2 Approving the Authorized Signators for the Calaveras Transit Agency (CTA) Two (2) Funds Retained in the Calaveras County Treasury

5. Minute Order Authorizing the Executive Director to Sign, Submit and Execute FFY 2026 Annual Certifications and Assurances for FTA Assistance Programs

6. Resolution No. FY26-3 Identifying the Reserve Balance for the Calaveras Transit Agency Operating Fund

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).

8. Minute Order Approving FY 2025/26 Operations Budget Amendment No. 2

9. Minute Order Approving FY 2026/27 Final Operations Budget - NOTICE OF PUBLIC HEARING -
   a. Open Public Hearing Regarding FY 2026/27 Operating Budget
   b. Accept Public Comment
   c. Close Public Hearing

10. Minute Order Authorizing the Executive Director to award and execute a Professional Services Agreement with Helen & Company Advertising, Inc. for the management of the Advertising and Sales Program.

11. Minute Order Authorizing the Executive Director to Execute a No Cost Time Extension for Architectural and Engineering Services with Aspen Street Architects

12. Paratransit Services - Operations Contractor Report

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

14. **ADJOURNMENT** - The next scheduled meeting of the CTA is **August 5, 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 1900 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 CTA as soon as possible.

CALAVERAS TRANSIT AGENCY

CALAVERAS connect

April 1, 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/83677172362?pwd=Kmu9lDsNggCPtCP2rgbXTQ9g3Uhh5H.1

To provide public comment by phone, dial 1(669)444-9171 or 1(719)359-4580; Access Code 836 7717 2362; Passcode: 520627. Please mute your phones once connected.

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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

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

CONSENT AGENDA

1. Approval of the Calaveras Transit Agency Regular Meeting Minutes for March 4, 2026

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

Behiel, Trevor Wittke, Tim Muetterties

2. Calaveras Connect Monthly Performance Report: February 2026

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

3. Minute Order Authorizing the Executive Director to Sign, Submit and Execute FFY 2025 Annual Certifications and Assurances for FTA Assistance Programs

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

REGULAR AGENDA

4. 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.

5. Presentation of Calaveras Transit Service Options for FY 2026/27

   Melissa Raggio, Executive Director, provided a presentation on the Calaveras Transit Service Options for FY 2026/27.
   Council questions and comments.

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

6. Paratransit Services - Operations Contractor Report

   Cynthia Lawrence, Paratransit Services, provided an update on current transit activities and events.

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

   No additional reports provided.

8. **ADJOURNMENT - The next scheduled meeting of the CTA is May 6, 2026 5:30 P.M.**

Meeting was adjourned at 6:27 P.M. by Chairperson Tim Muetterties.

Calaveras Connect
Monthly Summary Report

5/20/2026

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	ANNUAL
OPERATING DAYS													
Weekday	22	21	21	23	17	20	20	19	22	22			207
Weekend	4	5	4	4	1	-	-	-	1	-			19
TOTAL OPERATING DAYS	**26**	**26**	**25**	**27**	**18**	**20**	**20**	**19**	**23**	**22**	**-**	**-**	**226**
RIDERSHIP BY ROUTE													
Fixed Route													
Red Line (M-F)	2,259	2,685	3,013	3,234	2,344	2,471	2,631	2,498	3,285	3,394			27,814
Saturday Hopper (Sat)	38	103	85	124	56	-	-	-	130	-			536
Columbia (M-F)	193	176	624	639	470	221	415	346	424	455			3,963
Dial-A-Ride - Countywide (M-F)													
Valley Springs, San Andreas	264	284	296	319	256	270	263	272	292	317			2,833
Saturday Hopper (Murphys to Arnold)	-	-	-	-	-	-	-	-	65	-			65
Dial-A-Ride - Out-of-County													
San Andreas, Jackson (M-F)	275	292	272	292	213	264	218	187	284	258			2,555
West Point, Wilseyville & Jackson (Wed)	36	31	23	32	22	23	-	3	6	16			192
Copper, Angels, Sonora (Frid)	4	10	4	4	6	-	-	-	-	-			28
ROUTE RIDERSHIP	**3,069**	**3,581**	**4,317**	**4,644**	**3,367**	**3,249**	**3,527**	**3,306**	**4,486**	**4,440**	**-**	**-**	37,986
Special Services													
Community Services (Gov., OES, Etc.)	-	-	-	-	-	-	-	86	-	-			86
Special Events	-	-	-	-	-	-	-	-	102	-			102
TOTAL RIDERSHIP	**3,069**	**3,581**	**4,317**	**4,644**	**3,367**	**3,249**	**3,527**	**3,392**	**4,588**	**4,440**	**-**	**-**	**38,174**
AVERAGE RIDERSHIP PER DAY													
Weekday	138	166	202	197	195	162	176	174	195	202			181
Weekend	10	21	21	31	56	-	-	-	195	-			33
VEHICLE REVENUE MILES													
Fixed Route Revenue	26,382	25,506	27,011	29,920	21,830	24,480	25,771	23,262	27,932	27,705			259,799
Fixed Route Deadhead	2,073	2,550	3,021	3,300	2,401	2,615	2,775	2,708	3,200	3,186			27,829
Dial-A-Ride	6,941	6,965	6,673	7,487	5,940	7,338	5,299	5,585	7,086	6,929			66,243
TOTAL VEHICLE MILES	**35,396**	**35,021**	**36,705**	**40,707**	**30,171**	**34,433**	**33,845**	**31,555**	**38,218**	**37,820**	**-**	**-**	**353,871**
VEHICLE REVENUE HOURS													
Fixed Route Revenue	880	873	937	1,024	742	833	856	856	970	946			8,917
Fixed Route Deadhead	211	225	245	272	199	227	226	226	260	256			2,347
Dial-A-Ride	437	418	419	464	354	395	384	363	442	443			4,119
TOTAL VEHICLE HOURS	**1,528**	**1,516**	**1,601**	**1,761**	**1,295**	**1,455**	**1,466**	**1,445**	**1,672**	**1,645**	**-**	**-**	**15,384**
ON TIME PERFORMANCE	97%	96%	98%	98%	99%	99%	99%	97%	99%	100%			**98.21%**
SAFETY AND SECURITY													
Non-Preventable Accidents	-	-	-	1	-	-	-	-	-	1			2
Preventable Accident	-	-	1	-	-	-	-	-	-	-			1
TOTAL Accidents	-	-	1	1	-	-	-	-	-	1	-	-	**3**
Major Incidents	-	-	-	-	-	-	-	-	-	-			-
REVENUE													
Sales (Tickets and Passes)	$995.00	$1,375.00	$2,125.00	$11,245.00	$1,030.00	$1,090.00	$1,305.00	$1,675.00	$2,725.00	$835.00			$ 24,400.00
Cash (Fares)	$3,398.14	$4,477.56	$4,290.33	$4,904.47	$3,266.98	$3,867.68	$3,947.04	$3,254.89	$5,379.18	$4,032.55			$ 40,818.82
TOTAL Revenue	**$4,393.14**	**$5,852.56**	**$6,415.33**	**$16,149.47**	**$4,296.98**	**$4,957.68**	**$5,252.04**	**$4,929.89**	**$8,104.18**	**$4,867.55**	**$0.00**	**$0.00**	**$ 65,218.82**

CALAVERAS connect

CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

<table>
<tr><td>Presented by:
Anne Dell'Orto, Administrative Services Officer</td><td>Board Meeting Date
June 3, 2026</td><td>Agenda Number
3</td></tr>
<tr><td colspan="3">Resolution No. FY26-1 Authorizing the Executive Director to Sign, Submit and Execute Applications, Agreements, and Related Documents Necessary to Receive State and Federal Funding</td></tr>
<tr><td colspan="2">Published Notice Required? No
Public Hearing Required? No</td><td>Estimated Time:
0-5</td></tr>
<tr><td colspan="3">Type of Document: Resolution
PowerPoint Presentation Included? No</td></tr>
</table>

Recommendation:
Staff recommends the Board approve Resolution No. FY26-1 authorizing the Executive Director to sign and execute applications, agreements and related documents to apply and receive State and Federal funding on behalf of the Calaveras Transit Agency (CTA).

Background:
This is an annual resolution authorized by Calaveras Transit Agency (CTA). Given the creation of the CTA, it is necessary to facilitate the functions of the organization through the Executive Director.

Discussion:
In order to conduct business for the Calaveras Transit Agency (CTA) various state and federal programs require a resolution identifying the authorized representative.

Fiscal Impact:
Without Approval, staff will not be able to apply for or receive funding from State and Federal programs affecting all funding for the organization.

ATTACHMENT(S):
CTA RESO FY26-1 SIGN, SUBMIT, EXECUTE.pdf

CALAVERAS TRANSIT AGENCY
COUNTY OF CALAVERAS
State of California
June 3, 2026

RESOLUTION NO. FY 26-1

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN, SUBMIT AND EXECUTE APPLICATIONS, AGREEMENTS AND RELATED DOCUMENTS TO RECEIVE FEDERAL AND STATE FUNDING

WHEREAS, the Congress of the United States has enacted the Federal Transportation Act to fund programs which include, but are not limited to, various Statewide and Federal Transit Administration (FTA) Grants and Programs including, but not limited to, FTA Sections 5310, 5311, 5316, 5339, State of Good Repair (SGR), and Low Carbon Transit Operations (LCTOP); and

WHEREAS, the Legislature of the State of California has enacted legislation to allow certain Federal and State funds be made available for use for transit projects as well as capital project purposes of public entities qualified to act as recipients of these Federal and State funds; and,

WHEREAS, the Calaveras Transit Agency annual Operations Budget based upon the receipt of these funds; and,

WHEREAS, to receive these funds, various documents including, but not limited to, Master Agreements, Fund Exchange Agreements, applications, reports, forms, funding requests, certifications, plans and agreements must be signed and executed by an authorized individual on behalf of the Calaveras Transit Agency (CTA).

NOW, THEREFORE, BE IT RESOLVED that the Calaveras Transit Agency hereby authorizes the Executive Director, or designee, to sign, submit and execute all applications, agreements and related documents required which may include Master Fund Transfer Agreements, Program Supplement Agreements and Fund Exchange Agreements, to receive Federal and State funding for various transportation programs administered by the Calaveras Transit Agency.

The foregoing Resolution was duly passed and adopted by the Calaveras Transit Agency at a regular meeting thereof, held on 3rd day of June 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council	Gary Tofanelli, Vice Chair
Calaveras Transit Agency	Calaveras Transit Agency

CALAVERAS
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CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

Presented by: ***Anne Dell'Orto, Administrative Services Officer***	**Board Meeting Date** June 3, 2026	**Agenda Number** **4**
Resolution No. FY26-2 Approving the Authorized Signators for the Calaveras Transit Agency (CTA) Two (2) Funds Retained in the Calaveras County Treasury		
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 No. FY26-2 authorizing the signators for the two (2) CTA Funds, a requirement of the County Auditor Controller.

Discussion:
As part of the FY 2026/27 Final Budget package, County Departments and Special Districts are required to submit the Authorized Signatures Form to the County Auditor Controller.

Fiscal Impact:
If not supported, Calaveras Transit Agency will not be able to process day-to-day operations.

ATTACHMENT(S):
CTA RESO FY26-2 AUTHORIZED SIGNATORS.pdf
CTA AUTHORIZED SIGNATORS.pdf

CALAVERAS TRANSIT AGENCY
COUNTY OF CALAVERAS
State of California
June 3, 2026

RESOLUTION NO. FY26-2

A RESOLUTION ESTABLISHING AUTHORIZED SIGNATORS FOR THE CALAVERAS TRANSIT AGENCY

WHEREAS, The Calaveras Transit Agency hereby agrees that the Signatures of the Executive Director; or designee or Administrative Services Officer; of the Calaveras Transit Agency shall be required in authorization of payment of claims, Transmittals or Transfers; and

NOW, THEREFORE, BE IT RESOLVED by the Calaveras Transit Agency that hereby approves the Calaveras County Auditor's Office pay any Claims that are submitted on approved forms and with the Signatures of the Executive Director; or designee or Administrative Services Officer.

The foregoing Resolution was duly passed and adopted by the Calaveras Transit Agency at a regular meeting thereof, held on 3rd day of June 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

____
Anne Dell'Orto, Clerk to the Council
Calaveras Transit Agency

____
Gary Tofanelli, Vice Chair
Calaveras Transit Agency

COUNTY OF CALAVERAS
OFFICE OF AUDITOR-CONTROLLER
DISTRICT SIGNATURE AUTHORIZATION

The person(s) named below are approved to sign for

Calaveras Transit Agency (CTA) District

	Name (Typed) / Signature	Claim Transmittals	Transfers
1.	Melissa Raggio, Executive Director Name (Typed) Signature	X	X
2.	Anne Dell'Orto, Administrative Services Officer Name (Typed) Signature	X	X
3.	Name (Typed) Signature		
4.	Name (Typed) Signature		
5.	Name (Typed) Signature		

Board Member Signature Date
Requires Resolution demostrating Attestation

Revised: 4/8/2026ch

CALAVERAS
connect

CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

Presented by: ***Anne Dell'Orto, Administrative Services Officer***	**Board Meeting Date** June 3, 2026	**Agenda Number** **5**
Minute Order Authorizing the Executive Director to Sign, Submit and Execute FFY 2026 Annual Certifications and Assurances for FTA Assistance Programs		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Minute Order **PowerPoint Presentation Included?** No		

Recommendation:
Staff Recommends Authorizing the Executive Director to Sign, Submit, and Execute Federal Fiscal Year 2026 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs.

Background:
FTA is authorized to consolidate the certifications and assurances required by federal law or regulations for its programs into a single document that an applicant for or recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. FTA must publish annually a list of all certifications and assurances that must be made by applicants to its financial assistance programs. (49 U.S.C. 5323(n).) The attached document contains the certifications and assurances that apply to Federal Fiscal Year 2026.

Discussion:
The Federal Transit Administration (FTA) requires all applicants for federal assistance to annually submit Certifications and Assurances for each fiscal year.

Fiscal Impact:
Certifications and Assurances are a requirement to apply for federal funding, if this is not submitted the Calaveras Transit Agency (CTA) would not be able to apply for federal financial assistance programs. FTA funding estimate for FFY 2026 is $350,000.

ATTACHMENT(S):
CTA M.O. FY25-26 Certs and Assurances FTA.pdf
CTA 2026 FTA Certifications and Assurances.pdf

CALAVERAS CONNECT

CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
June 3, 2026

A Motion was made Authorizing the Executive Director to Sign, Submit, and Execute Federal Fiscal Year 2026 Annual Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

______________________________	______________________________
Anne Dell'Orto, Clerk to the Council	Gary Tofanelli, Vice Chair
Calaveras Transit Agency	Calaveras Transit Agency

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- (2) Notification of violating facilities pursuant to EO 11738;
- (3) Protection of wetlands pursuant to EO 11990;
- (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

  (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

  (2) Procuring a commercial sex act during the period of time that the award is in effect; or

  (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section ("Prohibition on certain telecommunications and video surveillance equipment or services").

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.
(d) 2 CFR § 200.216, "Prohibition on certain telecommunications and video surveillance equipment or services."

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
(b) Has or will have satisfactory continuing control over the use of equipment and facilities;
(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  (1) Senior;
  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant *must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
(d) With respect to its procurement system:
    (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
    (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
    (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
(e) It will comply with the Certifications, Assurances, and Agreements in:
    (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
    (2) Category 5 (Transit Asset Management Plan),
    (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
    (4) Category 8 (Formula Grants for Rural Areas),
    (5) Category 14 (Alcohol and Controlled Substances Testing), and
    (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____Calaveras Transit Agency_______________________________

The Applicant certifies to the applicable provisions of all categories: (*check here*) __X__.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	______________
02	Public Transportation Agency Safety Plans	______________
03	Tax Liability and Felony Convictions	______________
04	Private Sector Protections	______________
05	Transit Asset Management Plan	______________
06	Rolling Stock Buy America Reviews and Bus Testing	______________
07	Urbanized Area Formula Grants Program	______________
08	Formula Grants for Rural Areas	______________
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	______________
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	______________
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	______________

12 State of Good Repair Grants ______________

13 Infrastructure Finance Programs ______________

14 Alcohol and Controlled Substances Testing ______________

15 Rail Safety Training and Oversight ______________

16 Demand Responsive Service ______________

17 Interest and Financing Costs ______________

18 Cybersecurity Certification for Rail Rolling Stock and Operations ______________

19 Tribal Transit Programs ______________

20 Emergency Relief Program ______________

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Calaveras Transit Agency

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature______________________________ Date: ______________

Name Melissa Raggio Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Calaveras Transit Agency

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature________________________ Date: ____________

Name Monica Streeter Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

Presented by: ***Anne Dell'Orto, Administrative Services Officer***	**Board Meeting Date** June 3, 2026	**Agenda Number** **6**
Resolution No. FY26-3 Identifying the Reserve Balance for the Calaveras Transit Agency Operating Fund		
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 No. FY26-3, identifying the Reserve Balance within the CTA Operating Fund 6200.

Background:
In the FY 2022/23 Annual TDA audit it was recommended the Council approve all reserve balances annually. Over the years there have been various resolutions allocating funding to reserves. Annually Staff will bring forward a resolution identifying these balances for the Council's approval.

Discussion:
The CTA Board approved an operating reserve within the CTA Operating Fund on November 6, 2024 totaling $800,000. The operating reserve ensures cash flow to assist with monthly invoices and delays in receiving Federal Transit Assistance (FTA) reimbursement.

Fiscal Impact:
None. No additional funding is being allocated to the reserve funds. The current reserve balance is:

Fund 62000010 – CTA Operating Fund $800,000

ATTACHMENT(S):
CTA RESO FY26-3 CTA RESERVE BALANCE.pdf

CALAVERAS TRANSIT AGENCY
COUNTY OF CALAVERAS
State of California
June 3, 2026

RESOLUTION NO: FY26-3

RESOLUTION IDENTIFYING THE CALAVERAS TRANSIT AGENCY OPERATING FUND RESERVE BALANCE IN THE AMOUNT OF $800,000

WHEREAS, the Calaveras Transit Agency experiences cash flow problems from time to time which may be the result of delays in State and Federal budget adoptions, unanticipated revenue reductions, delays in expenditure reimbursements from the State, and other unanticipated events that affect the timely receipt of revenue into those funds to offset expenditures; and

WHEREAS, the Calaveras Transit Agency has approved an allocation of funds in the amount of $800,000 to be held in the Main Operating Fund (6200) as a minimum balance and,

WHEREAS, the Calaveras Transit Agency will use the operating fund reserve when experiencing cash flow needs, delays in receiving funding from State and Federal programs, revenue shortfalls, and/or approved expenditures.

NOW, THEREFORE, BE IT RESOLVED, that the Calaveras Transit Agency hereby identifies the allocation of funds in the amount of $800,000 to the CTA Operations Fund Account (6200) as an Operating Reserve.

The foregoing Resolution was duly passed and adopted by the Calaveras Transit Agency at a regular meeting thereof, held on 3rd day of June 2026, by the following vote:

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council	Gary Tofanelli, Vice Chair
Calaveras Transit Agency	Calaveras Transit Agency

CALAVERAS
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CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

Presented by: **_Melissa Raggio, Executive Director_**	**Board Meeting Date** June 3, 2026	**Agenda Number** **8**
Minute Order Approving FY 2025/26 Operations Budget Amendment No. 2		
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 Board approve FY 2025/26 Operations Budget Amendment No. 2.

Background:
The Public Transportation System is primarily funded by California Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) Section 5311 Operation Assistance grant funds, and fare revenue. The CTA Board approved the Final Budget at the June 4, 2025 Regular Meeting totaling $3,066,481. Budget Amendment No. 1 was approved by the CTA Board at the September 3, 2025 Regular Meeting totaling $2,766,091.

Discussion:
The proposed FY 2025/26 Operations Budget Amendment No. 2 totaling $2,626,114 is a decrease of $139,977. A majority of the decrease is attributed to the Paratransit Operations contract. Below is a detailed breakdown by line item of the changes.

The following is a breakdown of revenue adjustments:
- Line Item 4300 Interest - increased $15,000 based on year-to-date actuals
- Line Item 4327 SB1 State of Good Repair (SGR) - increased $10,581 for vehicle maintenance
- Line Item 4468 State ¼ Cent Sales Tax (LTF) – decreased $188,818 based on year-to-date actuals
- Line Item 4692 Transit Ticket Sales - decreased $2,000 based on year-to-date actuals
- Line Item 4694 Transit Fixed Route - increased $10,000 due to increase in ridership
- Reserve for Equipment - $15,260 is in the fund balance from prior fleet surplus revenues and can only be utilized for Vehicle replacement or maintenance

The following is a breakdown of expense adjustments:

- Line Item 5121 Communications - decrease $1,400 based on year-to-date actuals
- Line Item 5181 Maint. of Equipment - increase $26,841 due to vehicle maintenance for service miles, repair for AC System ($1,537.87), transmission repair ($6,107.89), Def Actuator ($14,384.12) and sensors ($3,811.09) to pass the Clean Truck Check
- Line Item 5200 Software Subscriptions - increase $670 due to Trilllium Data Software
- Line Item 5221 Memberships - decrease $1,000, no additional expenditures anticipated through June
- Line Item 5241 Office Expense - decrease $2,500 based on year-to-date actuals
- Line Item 5271 Prof and Specialized Services-Spec Purpose – decreased $5,150
- Line Item 5272 Prof and Specialized Services – decreased $118,075 due to the Paratransit Services Operations contract and Dial-a-Ride Services lower than anticipated
- Line Item 5301 Reimbursement to CCOG for Staff Time – decreased $18,223 based on actual CCOG Staff time
- Line Item 5381 Legal Notices - decreased $900, no additional expenditures anticipated through June
- Line Item 5404 Bank Charge - increased $10 due to Treasury charge for re-issue of a check
- Line Item 5411 Special Department Expense - decrease $250 due to not having a May CTA Board Meeting
- Line Item 5480 Gas and Oil Expense - decrease $5,000 based on year-to-date actuals
- Line Item 5990 Contingencies - decrease $15,000 due to no expenditures anticipated through June

Fiscal Impact:
Expenditures total $2,626,114 for a decrease in the amount of $139,977.

ATTACHMENT(S):
CTA M.O. FY25-26 Budget Amendment No 2.pdf
CTA FY 2025-26 Budget Amendment No. 2.pdf

CALAVERAS CONNECT

CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
June 3, 2026

A Motion was made Approving the FY 2025/26 Operations Budget Amendment No. 2.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council Calaveras Transit Agency	Gary Tofanelli, Vice Chair Calaveras Transit Agency

Calaveras Transit Agency
FY 2025/26
Operations Budget Amendment No. 2

Line Item	Description	Adopted Final 2025/26	Adopted Amend. No. 1 2025/26	Proposed Amend. No. 2 2025/26	Change	Notes
4300	Interest	$ 25,000	$ 25,000	$ 40,000	$ 15,000	Interest
4327	SB1 State of Good Repair (SGR)	$ -	$ -	$ 10,581	$ 10,581	Revised August Estimate from SCO $79,079 - Misc. Maintenance
4411	State Transit Assistance (STA)	$ 461,345	$ 455,968	$ 455,968	$ -	Revised August Estimate from SCO $455,968
4455	State Grants (LCTOP)	$ -	$ -	$ -	$ -	
4468	State 1/4 Cent Sales Tax (LTF)	$ 825,311	$ 626,093	$ 437,275	$ (188,818)	Operations $375,820, Design Contingency $53,955, WGA $7,500
4506	Federal Transit Administration (FTA)	$ 714,069	$ 714,069	$ 714,069	$ -	FTA 5311 $395,251, CRRSAA $83,818.48, ARPA $235,000
4692	Transit Ticket Sales	$ 30,000	$ 30,000	$ 28,000	$ (2,000)	
4694	Transit Fixed Route	$ 35,000	$ 35,000	$ 45,000	$ 10,000	
4713	Misc Revenue	$ 35,000	$ 35,000	$ 35,000	$ -	Advertising
	Reserve for Equipment	$ -	$ -	$ 15,260	$ 15,260	In Transit Fund, Reserve for Equip.(from previous Surplus of vehicles)
	Fund Balance	$ 940,756	$ 844,961	$ 844,961	$ -	Aspen St. Arch. Design contract balance FY 2024/25
	Total Revenue	**$ 3,066,481**	**$ 2,766,091**	**$ 2,626,114**	**$ (139,977)**	
5121	Communications	$ 4,000	$ 4,000	$ 2,600	$ (1,400)	Bus Driver Ipads for Spare / Zoom Software and Maintenance
5181	Maint. of Equipment	$ 95,000	$ 95,000	$ 121,841	$ 26,841	Maintenance of Buses
5200	Software Subscriptions	$ -	$ -	$ 670	$ 670	Trillium (GTFS)
5221	Memberships	$ 1,000	$ 1,000	$ -	$ (1,000)	
5241	Office Expense	$ 5,000	$ 5,000	$ 2,500	$ (2,500)	Printing Services & Marketing
5257	Office Expense - Small Equipment	$ -	$ 5,600	$ 5,600	$ -	Air Conditioning Unit for Transit Operations Facility (split with BNN)
5271	Prof and Specialized Services	$ 1,256,496	$ 933,002	$ 927,852	$ (5,150)	County Auditor & TTC, Tech. Srvcs, Accounting, Legal Counsel, Design
5272	Prof and Specialized Services-Spec Purpose	$ 1,322,518	$ 1,356,535	$ 1,238,460	$ (118,075)	Ops Contract $1,164,100 and Dial-a-Ride Services
5301	Reimbursement to CCOG for Services	$ 81,513	$ 65,000	$ 46,777	$ (18,223)	Based on CCOG staff time
5381	Legal Notices	$ 1,000	$ 1,000	$ 100	$ (900)	Legal notices
5392	Rents & Leases	$ 48,204	$ 48,204	$ 48,204	$ -	Transit Center Lease FY 25/26 - $4,017/mo
5403	Bank Charge	$ -	$ -	$ 10	$ 10	
5411	Special Department Expense	$ 1,750	$ 1,750	$ 1,500	$ (250)	Board Member Stipend $25/meeting
5480	Gas and Oil Expense	$ 230,000	$ 230,000	$ 225,000	$ (5,000)	Fuel Costs & Paratransit EV Van Charging
5990	Contingencies	$ 20,000	$ 20,000	$ 5,000	$ (15,000)	Contingencies
	Total Expenditures	**$ 3,066,481**	**$ 2,766,091**	**$ 2,626,114**	**$ (139,977)**	

CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** June 3, 2026	**Agenda Number** **9**
Minute Order Approving FY 2026/27 Final Operations Budget - NOTICE OF PUBLIC HEARING - a. Open Public Hearing Regarding FY 2026/27 Operating Budget b. Accept Public Comment c. Close Public Hearing		
Published Notice Required? Yes **Public Hearing Required?** Yes		**Estimated Time:** 0-5
Type of Document: Minute Order **PowerPoint Presentation Included?** No		

Recommendation:
Staff recommends the Board hear a presentation of the FY 2026/27 Final Operations Budget and open the Public Hearing.

a. Open Public Hearing Regarding FY 2026/27 Operating Budget
b. Accept Public Comment
c. Close Public Hearing

Background:
The CTA approved the FY 2026/27 Draft Operations Budget totaling $2,241,973 at the March 4, 2026, regular meeting.

Discussion:
The proposed FY 2026/27 Final Operations Budget totals $2,183,396, a decrease of $58,577.

The following is a breakdown of Operation revenue adjustments:

- Line Item 4468 State ¼ Cent Sales Tax (LTF) – net decrease of $5,499, due to reduced CCOG staff time, partialy offset by increased Trillium GTFS contract and rate increases for Tribble & Ayala accounting services
- Fund Balance - decrease $53,078 to reflect the remaining contract balance of Aspen Street

The following is a breakdown of Operation expense adjustments:

- Line Item 5200 Software Subscriptions –increased $3,675 due to Trillium GTFS software
- Line Item 5271 Prof and Specialized Services – decreased $52,838 due to Aspen St. project delivery on

design phase of new transit facility and Tribble & Ayala rate increase for accounting services
- Line Item 5301 Reimbursement to CCOG for Services - decreased $9,414 based on CCOG staff time

FY 2026/27 Final Capital Budget totals $187,060 for one (1) Type B, Ford Glaval Bus, the following is a breakdown of funding sources:

SB 1 State of Good Repair (SGR)	$113,442
Capital Transit Fund	$73,618
Total	**$187,060**

Fiscal Impact:
Budgeted revenues are based on estimates provided by Federal and State programs, if changes in revenue occur, Staff will bring back a revised budget.

ATTACHMENT(S):
CTA M.O. FY25-26 Final Operations Budget.pdf
CTA 2026-27 Final Budget.pdf

CALAVERAS connect

CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
June 3, 2026

A Motion was made Approving the FY 2026/27 Final Operations Budget.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

______________________________	______________________________
Anne Dell'Orto, Clerk to the Council	Gary Tofanelli, Vice Chair
Calaveras Transit Agency	Calaveras Transit Agency

Calaveras Transit Agency
FY 2026/27
Final Operations Budget

Line Item	Description	Adopted Amend. No. 1 2025/26	Adopted Draft 2026/27	Proposed Final 2026/27	Change	Notes
4300	Interest	$ 25,000	$ 25,000	$ 25,000	$ -	Interest
4411	State Transit Assistance (STA)	$ 455,968	$ 411,506	$ 411,506	$ -	Estimate from SCO $411,506
4468	State 1/4 Cent Sales Tax (LTF)	$ 626,093	$ 873,654	$ 868,155	$ (5,499)	Operations $868,155
4506	Federal Transit Administration (FTA)	$ 714,069	$ 350,000	$ 350,000	$ -	FTA 5311 $350,000 (Estimate)
4692	Transit Ticket Sales	$ 30,000	$ 30,000	$ 30,000	$ -	
4694	Transit Fixed Route	$ 35,000	$ 40,000	$ 40,000	$ -	
4713	Misc Revenue	$ 35,000	$ 35,000	$ 35,000	$ -	Advertising
	Fund Balance	$ 844,961	$ 476,813	$ 423,735	$ (53,078)	Aspen St. Arch. Design contract balance FY 2025/26
	Total Revenue	**$ 2,766,091**	**$ 2,241,973**	**$ 2,183,396**	**$ (58,577)**	
5121	Communications	$ 4,000	$ 4,000	$ 4,000	$ -	Bus Driver Ipads for Spare / Zoom Software and Maintenance
5181	Maint. of Equipment	$ 95,000	$ 95,000	$ 95,000	$ -	Maintenance of Buses- based on mileage
5200	Software Subscriptions	$ -	$ -	$ 3,675	$ 3,675	Trillium (GTFS)
5221	Memberships	$ 1,000	$ 1,000	$ 1,000	$ -	
5241	Office Expense	$ 5,000	$ 5,000	$ 5,000	$ -	Printing Services & Marketing
5257	Office Expense - Small Equipment	$ 5,600	$ -	$ -	$ -	
5271	Prof and Specialized Services	$ 933,002	$ 498,249	$ 445,411	$ (52,838)	County Auditor & TTC, Tech. Srvcs, Accounting, Legal Counsel, Design
5272	Prof and Specialized Services-Spec Purpose	$ 1,356,535	$ 1,265,485	$ 1,265,485	$ -	Ops Contract $1,265,485
5301	Reimbursement to CCOG for Services	$ 65,000	$ 70,845	$ 61,431	$ (9,414)	Based on CCOG staff time
5381	Legal Notices	$ 1,000	$ 1,000	$ 1,000	$ -	Legal notices
5392	Rents & Leases	$ 48,204	$ 49,644	$ 49,644	$ -	Transit Center Lease FY 26/27 - $4,137/mo
5411	Special Department Expense	$ 1,750	$ 1,750	$ 1,750	$ -	Board Member Stipend $25/meeting
5480	Gas and Oil Expense	$ 230,000	$ 230,000	$ 230,000	$ -	Fuel Costs & Paratransit EV Van Charging
5990	Contingencies	$ 20,000	$ 20,000	$ 20,000	$ -	Contingencies
	Total Expenditures	**$ 2,766,091**	**$ 2,241,973**	**$ 2,183,396**	**$ (58,577)**	

Capital Budget

Line Item	Description	Adopted Amend. No. 1 2025/26	Adopted Draft 2026/27	Proposed Final 2026/27	Change	Notes
	SB1 State of Good Repair (SGR)	$ -	$ -	$ 113,442	$ 113,442	Estimate from SCO $80,641
	Capital Transit Fund	$ -	$ -	$ 73,618	$ 73,618	
	Surplus of Vehicles	$ -	$ -	$ -	$ -	Previous fleet surplus - in Transit Fund
	Total Revenue	**$ -**	**$ -**	**$ 187,060**	**$ 187,060**	

5701	Capital Asset - Equipment	$ -	$ -	$ 187,060	$ 187,060	One (1) - Type B, Ford Glaval Bus
	Total Expenditures	**$ -**	**$ -**	**$ 187,060**	**$ 187,060**	

CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** June 3, 2026	**Agenda Number** **10**
Minute Order Authorizing the Executive Director to award and execute a Professional Services Agreement with Helen & Company Advertising, Inc. for the management of the Advertising and Sales Program.		
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0-5
Type of Document: Minute Order **PowerPoint Presentation Included?** No		

Recommendation:
Staff requests the Board approve a Minute Order authorizing the award of a Professional Services Agreement for the management of the Advertising Sales Program for Calaveras Transit Agency (CTA) to Helen & Company Advertising.

Discussion:
Staff released a Request for Proposals (RFP) for management of CTA's Advertising Sales Program on March 2, 2026. Proposals were due by April 6, 2026. CTA received two (2) proposals. A three (3) member selection committee evaluated and scored the proposals. Helen & Company Inc. received the highest score.

Fiscal Impact:
The agreement will be funding solely through adverting revenue.

ATTACHMENT(S):
CTA M.O. FY25-26 Helen&Co Professional Services Agreement.pdf
CTA Helen&Co Advertising Professional Services Agreement.pdf

CALAVERAS CONNECT

CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
June 3, 2026

A Motion was made Authorizing the Executive Director to award and execute a Professional Services Agreement with Helen & Company Advertising, Inc. for the management of the Advertising and Sales Program.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

______________________________	______________________________
Anne Dell'Orto, Clerk to the Council	Gary Tofanelli, Vice Chair
Calaveras Transit Agency	Calaveras Transit Agency

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CTA AND HELEN & COMPANY ADVERTISING, INC
FOR AN ADVERTISING SALES PROGRAM

CALAVERAS COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into effective ______________, by and between CALAVERAS TRANSIT AGENCY, a California joint powers agency, hereinafter referred to as the CTA, and Helen & Company Advertising, hereinafter referred to as the CONTRACTOR.

I. WORK TO BE DONE:

The services to be provided are full management and administration of an Advertising Sales program for the Calaveras Transit fleet of vehicles, as described in the Scope of Work, Attachment "A", appended hereto and incorporated herein by this reference. All such work shall be 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 CTA. 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. All work shall be completed and documents, plans and other deliverables provided to CTA no later than June 30, 2030.

III. PAYMENT FOR SERVICES:

A. For the services described herein, the CONTRACTOR shall be compensated 50 percent of advertising sale revenues, as described in Attachment "B", Fee Schedule. 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 CTA be liable for any payments or costs for work in this agreement. In no instance shall CTA be liable for any unauthorized or ineligible costs.

B. CONTRACTOR shall remit 50 percent of advertising sale revenues to CTA by the 27th of each month. The CONTRACTOR shall maintain accounting records and any other evidences pertaining to the work performed and costs incurred on the project and shall make the records available to the CTA 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 clients of payment and revenues collected.

IV. COVENANT AGAINST CONTINGENT FEES:

The consultant warrants that s/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 s/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 CTA 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 CTA to the CONTRACTOR, if any.

VII. TERMINATION OR ABANDONMENT:

A. The CTA 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 CTA, the CTA 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.

VIII. PROJECT MANAGERS; NOTICES:

CTA's Project Manager for this Agreement is the Executive Director of the CTA or her designee, unless CTA otherwise informs CONTRACTOR. CONTRACTOR'S Project Manager for this Agreement is Helen Peterson. No substitution or change of CONTRACTOR'S Project Manager is permitted without the prior written approval of CTA.

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 Transit Agency
P.O. Box 280
444 E. Saint Charles Street, Suite A
San Andreas, CA 95249

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

Helen M. Peterson
Helen & Company Advertising, Inc.
P.O. Box 963
Jackson, CA 95642

Phone: (209) 304-7917
Email: helen@helenandcompany.com

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 CTA. Except as specified in Attachment "A" (Scope of Work) or otherwise expressly delegated by the Chair of CTA, CONTRACTOR, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CTA 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 defend, indemnify, and hold harmless the CTA, its directors, officers, agents, employees, and representatives, from and against any and all claims, actions, demands, costs, damages, liabilities, or losses (collectively "Losses") to property or persons, including wrongful death, in any manner arising from, or in connection with, the performance by the CONTRACTOR or its agents, officers, employees, representatives, or contractors, under this Agreement, insofar as such Losses result from or are in any manner connected with the CONTRACTOR'S negligent, reckless, or willful act or omission. CONTRACTOR shall pay all costs that may be incurred by CTA in enforcing this indemnity, including reasonable attorney's fees. CONTRACTOR'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CTA or its directors, officers, agents, employees, and representatives. 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 CTA, and naming the CTA, 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 CTA 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, CTA 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 CTA 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 CTA for the protection of CONTRACTOR'S employees, including executive, managerial, and supervisorial 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 CTA 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 CTA and also containing the following:

1. Thirty (30) days prior written notice to CTA 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: "CTA 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.

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 CTA 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 CTA to enforce these provisions.

XXII. ATTORNEYS' FEES AND COSTS:

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

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.

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

CALAVERAS TRANSIT AGENCY
("CTA")

By__________________________________
Melissa Raggio
Executive Director

HELEN & COMPANY ADVERTISING
("Contractor")

By __________________________________
Helen Peterson
President

ATTEST:

____
Anne Dell'Orto
Clerk to the Calaveras Transit Agency
County of Calaveras, State of California

<u>Attachment “A”</u>

SCOPE OF WORK

Section One: Introduction

Firm History

Helen & Company Advertising, Inc. is owned and operated by Helen Peterson. In 2011, Helen Peterson (formerly Foraker) created Helen Foraker Advertising and began by assisting Amador Transit in Amador County, CA with advertising services related to their fleet of buses. After ascertaining Amador Transit's goals for their advertising program, Helen created and implemented a successful advertising program. These services included creating a competitive rate schedule and customer contract, which resulted in successfully filling all advertising spaces on 13 buses within six months. Additionally, Helen has been managing ongoing contract negotiations, client follow-up and replacement of expired contracts in a timely manner.

Since then, Helen has won contracts with the counties of Tuolumne, Calaveras, Mendocino, and Lake. She has also secured contracts with Amador STARS and the local Meals on Wheels.

In 2019, Helen Foraker Advertising became Helen & Company Advertising, Inc., and then won a contract with Glenn County, along with continuing her services for all previous entities. In 2023, Helen & Company successfully won a re-bid with Tuolumne County.

Helen & Company subcontracts with Custom Vinyl Applications to provide high-quality vinyl wraps.

Helen Peterson has been in the print advertising field for 25 years and has extensive knowledge of advertising and marketing.

DBE Certification

[PENDING]

Section Two: Technical Approach

Overall Advertising Sales Program

The Proposed Contractor will handle all advertising activities on behalf of Calaveras Transit Agency (CTA) without placing undue stress on CTA staff. Said activities will include advertisements on all assigned CTA buses with the Proposed Contractor handling all communications between Clients and Subcontractors.

In administering this advertising program, the Proposed Contractor will adhere to all CTA's advertising guidelines, including maintaining the look of the logo, and will comply with local, county, and state laws, including:

- The Civil Rights Act of 1964
- Then Americans with Disabilities Act
- All Federal Transit Authority (FTA) requirements
- All laws associated with Equal Employment Opportunity laws set forth by the U.S. Department of Labor

Helen & Company Advertising, Inc. | PO Box 963 | Jackson, CA 95642 | 209.304.7917 | helen@helenandcompany.com

Proposed Consultant will carry the following insurance policies:

- General liability insurance in the amount of $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and will name CTA as an additional insured.
- Auto liability insurance in the amount of $1,000,000 combined single limit per accident for bodily injury and property damage, and will name CTA as an additional insured.
- Professional Liability or Errors and Omissions Insurance in the amount of $1,000,000.

Proposed Consultant will furnish above liability policies after a contract is awarded.

All advertisements will adhere to CTA's Advertising Policy. Advertising clients will pay the full cost of advertising materials, including proof, production time, and application time. The advertising client will pay for these initial costs directly to the Subcontractor. Additionally, the Subcontractor will warranty advertisements for the period specified in each advertising client's contract.

Non-profit organizations and clients purchasing ads on multiple buses will receive an overall 20% monthly discount.

Proposed Consultant hereby states that there is no conflict of interest that exists in relation to providing bus advertising services to CTA.

The advertising client will remit payment in full to Proposed Contractor on a recurring monthly basis. Proposed Contractor will subsequently remit 50% revenue to CTA by the 27th of each month.

Advertising Sales Course of Action

Proposed Contractor will facilitate contacting local businesses and existing business contacts, scheduling appointments with prospective advertising clients, following up as necessary and providing a thorough explanation of the advertising program and cost. Proposed Contractor will handle signing advertising agreement between Proposed Contractor and advertising client and gather all appropriate information and graphics for the advertisement. Ad layout will be completed by the Subcontractor, who will adhere to CTA guidelines for ad approval. Proposed Contractor will handle all communication with Subcontractor.

Proposed Contractor will obtain ad approval from the advertising client and from the Executive Director of CTA and will handle all communication between Subcontractor and Advertising Client. Once ad is approved, Proposed Contractor will arrange for Subcontractor to travel to CTA bus depot to apply laminated temporary vinyl application of ad, without incurring CTA staff resources, or interrupting CTA bus schedules. Proposed Contractor will then send a picture of the completed ad on the bus to the Advertising Client confirming implementation of ad.

The entire advertising process will be completed within 14 business days, depending on availability of the Advertising Client and Subcontractor. Proposed Contractor will be solely responsible for all contact and billing of advertising client. All contact with advertising client will be via Proposed Contractor.

Section Three: Project Management

Helen serves as the single point of contact and project manager, coordinating all aspects of transit advertising campaigns from design through installation. She works closely with design, production, and installation teams to ensure each project is delivered on time, within specifications, and to CTA quality standards.

Project Workflow

Our process follows a structured, end-to-end workflow:

- **Planning & Intake** – Confirm campaign scope, bus inventory, schedule, and CTA requirements
- **Design & Proofing** – Develop artwork that meets CTA specifications (size, bleed, safety zones), followed by internal review and approval prior to production
- **Production** – Utilize transit-grade vinyl materials (e.g., 3M IJ180 or equivalent) with established print partners who follow strict color and durability standards
- **Installation** – Coordinate directly with transit yard staff to schedule installs, confirm bus availability, and ensure proper surface preparation and application
- **Post-Installation Review** – Conduct visual inspections and provide photo documentation to confirm compliance and quality

Quality Assurance

Quality control is maintained at every stage:

- All artwork is reviewed for CTA compliance before printing
- Only approved, transit-rated vinyl materials are used
- Installers follow strict surface prep and application protocols to ensure proper adhesion and longevity
- Completed installations are inspected and documented prior to final sign-off

Communication & Reporting

Helen maintains consistent communication throughout the project lifecycle, providing:

- Clear timelines and milestone tracking
- Status updates during production and installation
- Immediate notification of any issues or schedule changes
- Final reporting with installation verification and photos

Risk Management

We proactively address common transit advertising challenges, including bus availability, maintenance schedules, and weather conditions. Flexible scheduling and contingency planning allow us to adapt quickly and maintain project timelines.

Attachment "B"

FEE SCHEDULE

Section Six: Cost Proposal

Production Cost

Customer pays all charges for design, materials and labor related to creation of advertisement and pays charges directly to Subcontractor. Costs range from $350 to $550.

Monthly Media Pricing

All client agreements (contracts) will be for a period of one month to one year, and may be extended if mutually agreed.

Cost Breakdown

Vehicle Description	Available Advertising Space	Monthly Revenue per Side	Monthly Revenue/ Vehicle	Total Monthly Revenue	50% to CTA Monthly	Proposed CTA Annual Revenue
	Tail Mount Ad Space	$425				
8 Buses	Driver Side Ad Space	$225	$875	$3,500	$3,500	$42,000
	Passenger Side Ad Space	$225				
2 Vans	Tail Mount Ad Space	$425	$425	$850	$425	$5,100
	TOTALS:				**$3,925**	**$47,100**

*Please note that as of the date of this proposal, all ad spaces above are in contract and filled.

<u>Attachment "C"</u>

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 CTA, 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 CTA. 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 CTA 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 CTA'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 CTA. 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 CTA 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 CTA 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 CTA funds has been sought for these costs, and Contractor shall provide those records to the CTA 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 CTA, as provided for in the Conflict of Interest Code for the CTA, shall promptly file economic disclosure statements for the disclosure categories determined by the CTA, 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 CTA 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 CTA 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 CTA.

CTA 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, CTA 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 CTA 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 CTA.

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 CTA.

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.

CTA 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 CTA, 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 CTA'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 CTA.

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, CTA, 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 CTA'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 CTA or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the CTA 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 CTA'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 CTA'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 he/she 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 CTA.

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 CTA.

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 CTA 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, CTA, 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 CTA'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 CTA 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 CTA'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 CTA'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 CTA 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 CTA 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 CTA procedures; and credit the CTA 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 CTA 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 CTA." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5000.00 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 CTA that may have an impact upon the outcome of this contract, or any ensuing CTA construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CTA 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 CTA employee. For breach or violation of this warranty, CTA 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 CTA Board of Directors are:

MEMBERS:	ALTERNATES:
Patricia Bettinger	Alvin Broglio
Trevor Wittke	Ben Stopper
Gary Tofanelli	Roark Weber
Tim Muetterties	
Scott Behiel	
Amanda Folendorf	
Michael Chimente	

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 CTA 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 CTA 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 CTA 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)

(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 connect

CALAVERAS TRANSIT AGENCY AGENDA SUBMITTAL

Presented by: ***Melissa Raggio, Executive Director***	**Board Meeting Date** June 3, 2026	**Agenda Number** **11**
Minute Order Authorizing the Executive Director to Execute a No Cost Time Extension for Architectural and Engineering Services with Aspen Street Architects		
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 Aspen Street Architects for an additional six (6) months to provide architectural and engineering services through December 31, 2026.

Background:
The California Air Resources Board (CARB) adopted the Innovative Clean Transit (ICT) regulation in December 2018. The ICT regulation requires all public transit agencies to gradually transition to a 100% zero-emission bus (ZEB) fleet. Beginning in 2029, 100% of new purchases by transit agencies must be ZEB, with a goal for full transition by 2040. Calaveras Transit Agency (CTA) submitted a ZEB Rollout Plan approved by the Board at the April 5, 2023 Regular Meeting to the California Air Resources Board (CARB).

With the implementation of these State policies the CTA Board evaluated the investment that would be needed to update the currently leased transit facility. Staff was given direction to evaluate and research possible options and locations for Calaveras Transit operations. In October of 2023 the Board approved the purchase of 3.04 acres at 967 Highway 49, San Andreas for $130,000 as the new site to co-locate the CCOG and transit operations facility.

Staff developed a funding strategy for the construction of the new CCOG/Transit Facility. On December 6, 2023, the CCOG authorized the submittal of a Project Package requesting funding for a new transit facility and maintenance yard. On July 8, 2024, the CCOG was awarded $5,798,936 in SB 125 funding from California State Transportation Agency. Staff anticipates the total cost of construction to be approximately $18,000,000. With 30% of total construction costs secured Staff will work on obtaining grant funding for the remaining balance through Federal and State grant opportunities over the next year.

At the September 4, 2024 Regular Meeting the Council approved a Professional Services Agreement for Architectural and Engineering Services with Aspen Street Architects for the design of a new transit facility for a not to exceed amount of $1,110,847. On August 6, 2025 the Council approved an Amendment to the Professional Services Contract increasing the contract by $53,954.98 from the earmarked contingents for a not to exceed amount of $1,164,801.98.

On July 14, 2025 CCOG submitted a Federal Transit Administration (FTA) 5339 grant application seeking federal funding totaling $12,020,220 and utilizing the SB 125 Transit and Intercity Rail Capital Program (TIRCP) funding as match on the application. Unfortunately CCOG was not selected for award.

On May 18, 2026 CCOG submitted a State grant application for Transit and Intercity Rail Capital Program (TIRCP) funding totaling $15,110,000 in addition to TIRCP funding already received as match.

Discussion:
Staff is requesting the Council authorize a no cost increase time extension to extend the agreement by Six (6) months to December 31, 2026. The remaining balance on the contract is $423,735. The transit facility plans were submitted to the Calaveras County Building and Planning departments on December 22, 2025. The Building and Planning departments provided comments in March 2026. Aspen Street Architects has been working through those comments and will resubmit by June 16, 2026.

Fiscal Impact:
None - Time extension only.

ATTACHMENT(S):
CTA M.O. FY25-26 Aspen Street Time Extension.pdf
Letter to Aspen Street - Time Extension.pdf

CALAVERAS CONNECT

CALAVERAS COUNTY
STATE OF CALIFORNIA

MINUTE ORDER
June 3, 2026

A Motion was made Authorizing the Executive Director to Execute a No Cost Time Extension for Architectural and Engineering Services with Aspen Street Architects ending December 31, 2026.

RESULT:
MOVER:
SECONDER:
AYES:

ATTEST

Anne Dell'Orto, Clerk to the Council
Calaveras Transit Agency

Gary Tofanelli, Vice Chair
Calaveras Transit Agency

May 27, 2026

Nathan A. Morgan
Aspen Street Architects
PO Box 370
Angels Camp, CA 95222

RE: Time Extension to Agreement for Professional Services for Architectural and Engineering Services

Dear Mr. Morgan:

This letter serves as a no cost extension to the Agreement for Professional Services dated September 4, 2024 between the Calaveras Transit Agency (CTA) and Aspen Street Architect for architectural and engineering for the design of a new transit facility.

Section II, Time of Performance, of the original Agreement allows an extension of time to be granted in writing by the CTA. This letter extends the contract for time only, through December 31, 2026. The term of the Agreement is being extended to complete the work covered under the remaining budget.

This extension is made as of June 3, 2026. All other terms and conditions contained in the original Agreement for Professional Services dated September 4, 2024 shall remain in full force and effect.

Sincerely,

Melissa Raggio

Melissa Raggio
Executive Director