

BUTTE COUNTY ASSOCIATION  
OF GOVERNMENTS



BOARD OF DIRECTORS MEETING  
OCTOBER 24, 2024

## Acronyms for Butte County Association of Governments

ACRONYM	MEANING
ACOE	Army Corps of Engineers
AFR	Accident Frequency Ratio
APS	Alternative Planning Strategy
AQMD	Air Quality Management District
ARB	Air Resource Board
AVL	Automatic Vehicle Location
BCAG	Butte County Association of Governments
BRT	Butte Regional Transit/B-Line
Cal+A3:B51	Assembly Bill
CALCOG	California Association Council of Governments
CalSTA	California State Transportation Agency
Caltrans	California Department of Transportation
CAPTI	Climate Action Plan for Transportation Infrastructure
CARB	California Air Resource Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation & Air Quality
CON	Construction
CTC	California Transportation Commission
CTIPS	California Transportation Improvement Program System
DFG	California Department of Fish and Game
DOT	Department of Transportation
EIR	Environmental Impact Report
EMFAC	Emissions Factors
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
FY	Fiscal Year
GARVEE	Grant Anticipation Revenue Vehicle Program
GhG	Greenhouse Gas Emissions
GIC	Geographical Information Center
GIS	Geographic Information Systems
GPS	Global Positional Satellite
HCP	Habitat Conservation Plan
IIP	Interregional Improvement Program
IPG	Intermodal Planning Group
ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
JPA	Joint Powers Agreement
LAFCO	Local Agency Formation Commission
LCTOP	Low Carbon Transit Operations Program
LTF	Local Transportation Fund
MPO	Metropolitan Planning Organization
NAAQS	National Air Quality Standards
NCCP	Natural Community Conservation Plan
NEPA	National Environmental Policy Act
NMFS	National Marine Fisheries Service (Also NOAA Fisheries)
NOAA	National Oceanic and Atmospheric Administration Fisheries (Also NMFS)

ACRONYM	MEANING
OWP	Overall Work Program
PA&ED	Project Approval & Environmental Document
PDT	Project Development Team
PEER	Permit Engineering Evaluation Report
PL	Federal Planning Funds
PLH	Public Lands Highway
PPH	Passengers Per Revenue Hour
PPM	Planning Programming & Monitoring
PPNO	Project Programming Number
PS&E	Plans, Specifications & Estimates
PSR	Project Study Report
PTMISEA	Public Transportation Modernization Improvement and Service Enhancement Account
PUC	Public Utilities Code
R/W	Right of Way
REAP	Regional early Action Planning
RFP	Request for Proposals
RHNA	Regional Housing Needs Allocation
RHNP	Regional Housing Needs Plan
RIP	Regional Improvement Program
RTAC	Regional Target Advisory Committee
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agency
SACOG	Sacramento Area Council of Governments
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users
SCEA	Sustainable Community Environmental Assessment
SCS	Sustainable Community Strategy
SDP	Strategic Deployment Plan
SGR	State of Good Repair
SHOPP	State Highway Operation Protection Program
SSTAC	Social Services Transportation Advisory Council
STA	State Transit Assistance
STIP	State Transportation Improvement Program
TAC	Transportation Advisory Committee
TAOC	Transit Administrative Oversight Committee
TCRP	Transportation Congestion Relief Program
TDA	Transportation Development Act
TE	Transportation Enhancements
TIP	Transportation Improvement Program
TIRCP	Transit and Intercity Rail Capital Program
TPP	Transit Priority Project
TSGP	Transit Security Grant Program
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
UTN	Unmet Transit Needs
WE	Work Element
ZETCP	Zero Emission Transit Capital Program



Bill Connelly, Chair  
Supervisor, District 1

Andy Newsum  
Executive Director

Kasey Reynolds, Vice Chair  
Councilmember, Chico

## BUTTE COUNTY ASSOCIATION OF GOVERNMENTS - BOARD OF DIRECTORS

Peter Durfee  
Supervisor, District 2

Regular Meeting Agenda  
October 24, 2024 - 9:00 a.m.

Tami Ritter  
Supervisor, District 3

Tod Kimmelshue  
Supervisor, District 4

Meeting Location:  
Butte County Association of Governments Board Room  
326 Huss Drive, Suite 100, Chico, CA 95928

Doug Teeter  
Supervisor, District 5

Members of the public may attend the meeting in person or via Zoom through the following link:

Chuck Nuchols  
Councilmember, Biggs

[BCAG Board Meeting Live](#)

J Angel Calderon  
Councilmember, Gridley

Zoom Meeting ID: 829 9835 7673 Password: 165522

David Pittman  
Mayor, Oroville

Public comments may also be sent to: [board@bcag.org](mailto:board@bcag.org)  
To join the meeting by phone: +1 669 900 6833

Rose Tryon  
Councilmember, Paradise

\*\*\*\*\*Board Meeting transit service is available on meeting days only\*\*\*\*\*  
To/from the Chico Transit Center  
Depart - 8:35 AM & Return - 10:50 AM

*Copies of staff reports and other written documentation relating to agenda items can be made available at the office of the Butte County Association of Governments (BCAG). Persons with questions concerning agenda items and/or who may have special needs can contact BCAG at (530) 809-4616 48 hours in advance of the meeting. Every reasonable effort will be made to provide identified accommodations.*

1. Pledge of Allegiance
2. Roll Call

### **CONSENT AGENDA**

3. Minutes from September 26, 2024, BCAG Board of Directors Meeting – **Ashley**
4. Approval of **Resolution 2024/25 - 04** –Master Fund Transfer Agreement with California Department of Transportation 2025 – 2034 - **Andy**
5. Approval of Amendment #1 to the 2024/25 Overall Work Program (OWP) and Budget - **Andy**

## **ITEMS REMOVED FROM CONSENT AGENDA**

## **REGULAR AGENDA**

### **ITEMS FOR ACTION** - *None*

### **ITEMS FOR INFORMATION**

6. Butte Regional Transit Fare Increase - **Sara**
7. Coordinated Public Transit – Human Services Transportation Plan Update - **Victoria**
8. 2025 Unmet Transit Needs Process – **Victoria**

### **ITEMS FROM THE FLOOR**

9. Members of the public may present items to the BCAG Board of Directors, but no action will be taken other than placement on a future agenda. Handouts presented by speakers are to be distributed to the Board by the Clerk of the Board.

### **ADJOURNMENT**

10. The next meeting of the BCAG Board of Directors has been scheduled for Thursday December 12<sup>th</sup>, 2024, at the BCAG Board Room & via Zoom.

**Meetings held the 4<sup>th</sup> Thursday of every month at 9 a.m. unless otherwise noticed**

BUTTE COUNTY ASSOCIATION  
OF GOVERNMENTS



BOARD OF DIRECTORS MEETING  
ITEM #3



## BCAG Board of Directors

### Agenda Item #3 – Consent

**Date:** October 24, 2024

**Subject:** DRAFT Meeting Minutes of the Butte County Association of Governments Board of Directors March 28, 2024

**Contact:** Ashley Carriere, Administrative Assistant

The following minutes are a summary of actions taken by the Board of Directors. A digital recording of the actual meeting is available at BCAG’s office located at 326 Huss Drive, Suite 150, Chico, CA.

Board Member Reynolds called the meeting to order at 9:01 a.m. at the BCAG Board Room, 326 Huss Drive, Suite 100, Chico, CA.

#### **MEMBERS PRESENT IN PERSON**

Tami Ritter	Supervisor	District 3
Doug Teeter	Supervisor	District 5
David Pittman	Mayor	City of Oroville
J Angel Calderon	Councilmember	City of Gridley
Bill Connelly	Supervisor	District 1
Addison Winslow	Alternate-Non-Voting	City of Chico
Chuck Nuchols	Councilmember	City of Biggs
Kasey Reynolds (9:06am)	Vice Mayor	City of Chico

#### **MEMBERS ABSENT**

Peter Durfee	Supervisor	District 2
Tod Kimmelshue	Supervisor	District 4
Rose Tryon	Vice Mayor	Town of Paradise

#### **STAFF PRESENT**

Andy Newsum	Executive Director
Cheryl Massae (Zoom)	Human Resources Director
Amy White	Assistant Planner
Ashley Carriere	Administrative Assistant
Sara Cain	Transit Manager
Ivan Garcia	Programming Director
Chris Devine (Zoom)	Planning Director
Victoria Proctor	Associate Planner
Julie Quinn	Chief Fiscal Officer

## Agenda Item #3 – Consent

### **OTHERS PRESENT**

Andrea Howard	Place Works Via Zoom
Allison Griffin	Place Works Via Zoom
Charlie Knox	Place Works Via Zoom
Dawson Stroud	Caltrans/ District 3 Liaison
Katie Green	Rincon Via Zoom
Lance Atencio	Transdev

1. **Pledge of Allegiance**
2. **Roll Call**

### **CONSENT AGENDA**

3. Approval of Minutes from the August 22, 2024, BCAG Board of Directors Meeting
4. Approval of 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Amendment #3

On motion by Board Member Teeter and seconded by Board Member Ritter, the Consent Agenda was unanimously approved.

### **ITEMS FOR ACTION**

#### **5: Adoption of 2025 Federal Transportation Improvement Program (FTIP) and Air Quality Conformity Determination**

The draft 2025 Federal Transportation Improvement Program (FTIP) and Air Quality Conformity Determination was prepared and has been made available to the public.

The required thirty-day public review period took place August 2, 2024 through September 3, 2024.

BCAG staff requested the Board hold a public hearing for comment regarding the Adoption of the 2025 Federal Transportation Improvement Program (FTIP) and Air Quality Conformity Determination.

The BCAG Board approved the request from which no significant comments were received.

Conformity Determination Ritter and seconded by Board Member Nuchols, Acceptance of the Adoption of 2025 Federal Transportation Improvement Program (FTIP) and Air Quality Conformity Determination, was unanimously approved.

## **Agenda Item #3 – Consent**

### **6: Draft 2024 Regional Transportation Plan/Sustainable Communities Strategies and Supplemental Environmental Impact Report (SEIR) Public Hearing**

BCAG staff presented a PowerPoint presentation providing detailed information on the draft Regional Transportation Plan/Sustainable Communities Strategy & Supplemental Environmental Impact Report.

There was discussion regarding the public review period, that started September 18, 2024, and community outreach that will occur. This includes a virtual community workshop on October 15, 2024. The review period will close on November 12, 2024.

Due to two public hearings being required, staff requested the Board open a public hearing today, September 26, 2024, and the second at the December 2024 Board meeting.

The 2024 Regional Transportation Plan/Sustainable Communities Strategies and Supplemental Environmental Impact Report (SEIR) Public Hearing was opened and closed by Board member Connelly.

### **ITEMS FOR INFORMATION**

#### **7: Butte Regional Transit Fare Increase**

BCAG management continues to monitor farebox ratios and revenue to determine the need for transit fare increases.

Fare increases are considered every three years in which recovery ratio of 15.6% for Fixed Route and 10% for Paratransit are ideally maintained.

Staff informed the Board that Butte Regional Transit has not increased fares in over five years, due to COVID. An increase is necessary to improve fare coverage and fund increasing costs.

This item was presented for information purposes.

#### **8: Annual Transit Asset Management (TAM) Plan Review and Update**

BCAG has a continued responsibility for creating and maintaining a Transit Asset Management Plan for vehicles and assets owned and operated by the agency.

The current Transit Asset Management Plan period is September 2023 through August 2027, when the next full plan will be updated.

This item was presented for informational purposes.

#### **9: Title VI Plan- Annual Review for FY 23/24**

Staff presented the Board with information regarding Title VI Program that is in place to ensure quality of service is provided without regard to race, color or national origin.

The current Title VI Program, previously approved by the Board, is effective from June 1, 2022 through May 31, 2025 and can be reviewed online.

Staff continues to review the Title VI Program annually and maintain a complaint log. Currently there are no valid Title VI complaints that were received between June 1, 2023 and May 31, 2024.

This item was presented for information purposes.

**10: Butte Regional Transit (B-Line) FY 23/24 Fourth Quarter Report**

Staff informed the Board about the FY 23/24 Fourth Quarter Report details.

A chart was provided showing the statistical snapshot of the four modes for the entire quarter. Overall ridership has continued to grow at a steady pace and is reflected in the change from previous years.

There were no preventable accidents in the quarter and there were three valid complaints.

Information regarding ridership will continue to be presented to the Board on a quarterly basis.

This item was presented for information purposes.

**ITEMS FROM THE FLOOR**

**11: Members of the public may present items to the BCAG Board of Directors, but no action will be taken other than placement on a future agenda.**

There were no items from the floor.

**ADJOURNMENT**

With no further items to discuss, the BCAG Board meeting adjourned at 9:50 AM.

**Attest:**

*Andy Newsum, Executive Director*

*Ashley Carriere, Board Clerk*

BUTTE COUNTY ASSOCIATION  
OF GOVERNMENTS



BOARD OF DIRECTORS MEETING  
ITEM #4



## BCAG Board of Directors

### Agenda Item #4 – Consent

**Date:** October 24, 2024

**Subject:** Approval of Resolution No. 2024/25 - 04 Master Fund Transfer Agreement with California Department of Transportation (Caltrans) 2025-2034

**Contact:** Andy Newsum, Executive Director

**Summary:** As the designated Metropolitan Planning Organization (MPO) for Butte County, BCAG executes a Master Fund Transfer Agreement (MFTA) with Caltrans to pass through State and Federal transportation planning funds to the MPO to carry out all state and federally required planning activities as defined in the Overall Work Program and Budget prepared annually approved with Caltrans.

The MFTA is a long - term agreement updated accordingly to accommodate current/updated and revised federal and state transportation statutes and MPO planning requirements.

**Action requested:** Approve and Authorize the Chair to Sign Resolution 2024/25-04.

**Attachments:**

- Master Fund Transfer Agreement
- Resolution 2024/25-04

**BUTTE COUNTY ASSOCIATION OF GOVERNMENTS  
RESOLUTION NO 2024/25-04**

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**RESOLUTION OF THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS  
AUTHORIZING THE EXECUTION OF THE MASTER FUND TRANSFER  
AGREEMENT (MFTA) FOR THE PERIOD OF**

**JANUARY 1, 2025, TO DECEMBER 31, 2034,**

**WHEREAS**, Butte County Association of Governments has been designated by the State of California as the MPO/RTPA for Butte County and

**WHEREAS**, Butte County Association of Governments receives federal and state funding administered by the California Department of Transportation, Office of Regional and Community Planning; and

**WHEREAS**, the California Department of Transportation, Office of Regional and Community Planning, requires the execution of a Master Fund Transfer Agreement authorized by a resolution from the governing board of a local or regional agency; which administers the funds detailed in the Master Fund Transfer Agreement, and

**WHEREAS**, Butte County Association of Governments is an eligible recipient of federal, state, and local funding; and

**WHEREAS**, the Executive Director is authorized to enter into contracts for grants awarded from federal, state, and local funding; and

**WHEREAS**, Butte County Association of Governments intends to delegate the authority to execute any agreements and amendments to the Executive Director;

**NOW, THEREFORE, BE IT RESOLVED that the Board of Directors for the Butte County Association of Governments hereby:**

1. Authorizes the Executive Director or their designee to execute the Master Fund Transfer Agreement (MFTA) with the California Department of Transportation;
2. Agrees to comply with all conditions and requirements outlined in the MFTA, as well as applicable statutes, regulations, and guidelines for all state and federal funds administered by the California Department of Transportation, Office of Regional and Community Planning;

Authorizes the Executive Director or their designee to undertake any further actions necessary to implement the MFTA, including executing amendments and other documents requiring the signature of an official representative of the Butte County Association of Governments

**PASSED AND ADOPTED** by the Butte County Association of Governments on the 24th day of October, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**APPROVED:**

\_\_\_\_\_  
BILL CONNELLY, CHAIR  
BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

**ATTEST:**

\_\_\_\_\_  
ANDY NEWSUM, EXECUTIVE DIRECTOR  
BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

**STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION PLANNING  
MASTER FUND TRANSFER AGREEMENT**

Recipient: **Butte County Association of Governments a Metropolitan Planning Organization (MPO)**

Effective Date of this Agreement: January 1, 2025

Termination Date of this Agreement: December 31, 2034

FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE FOLLOWING FUND SOURCES AS IDENTIFIED IN EACH ANNUAL OVERALL WORK PROGRAM AGREEMENT

- ◆ Federal Highway Administration (FHWA)--Metropolitan Planning (PL)
- ◆ FHWA State Planning and Research (SPR)--Partnership Planning
- ◆ Federal Transit Administration (FTA)--Metropolitan Planning Section 5303
- ◆ FTA State Planning and Research--Section 5304
- ◆ State Highway Account (SHA)
- ◆ State Rural Planning Assistance (RPA)
- ◆ Road Maintenance and Rehabilitation Account (RMRA)
- ◆ Any other Federal or State funds administered by and through the California Department of Transportation, Office of Regional and Community Planning

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This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as MPO [as authorized in section 134 of Title 23 of the United States Code (23 USC Section 134), section 450.104 of the Code of Federal Regulations (23 CFR section 450.104), and Part 200 of Title 2 of the Code of Federal Regulations (2 CFR Part 200)], and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to MPO by STATE for all these types of funds.

**RECITALS**

- A. These funds may include, without limitation, federal Consolidated Planning Grants, and any other Federal or State funds administered by and through the Department of Transportation, Office of Regional and Community Planning.

Consolidated Planning Grants consist of four federal funding types and sources: (i) FHWA Metropolitan Planning (PL); (ii) FTA Metropolitan Planning (Section 5303), both of which are annually allocated to MPOs; (iii) FHWA State Planning and Research-Partnership Planning (SPR); and (iv) FTA State Planning and Research (Section 5304), the last two of which are discretionary grants awarded through a grant application solicitation process.

The State funds administered by the Office of Regional and Community Planning include but are not limited to: (i) State Rural Planning Assistance, (ii) State Highway Account (SHA); and (iii) Road Maintenance and Rehabilitation Account (RMRA) funds.

- B. Upon appropriation of funds and pursuant to Public Utilities Code (PUC) sections 99311 and 99311.1, STATE is required to pass-through Federal and State funds made available for transportation planning purposes to entities qualified to act as recipients of these funds in accordance with the intent of law and policy.
- C. STATE is also required to encumber Federal and State funds made available for planning purposes to entities qualified to act as recipients of these Federal and State funds in accordance with the intent of law and policy.
- D. STATE agrees to notify MPO annually in writing of the anticipated level of State and Federal Planning funds that may be available to MPO for each subsequent year's approved Overall Work Program, hereinafter referred to as OWP.
- E. STATE has prepared this MFTA, which hereby, together with the annual OWP and annual Overall Work Program Agreement, hereinafter referred to as the annual OWPA, found in APPENDIX A, set forth the entire terms and conditions under which these funds are to be expended by MPO for the fiscal year period of that annual OWP and annual OWPA.
- F. The provisions set forth in this MFTA shall only apply to funds administered in whole or in part through this agreement. No provisions of this MFTA shall extend to or govern the use of funds that are not allocated or transferred under this agreement.

## **ARTICLE 1-PROGRAM ADMINISTRATION**

### **Section 1. Overall Work Program and Overall Work Program Agreement**

- A. MPO agrees to develop and submit an annual draft OWP, in compliance with 23 CFR 420, 23 CFR 450, and FTA Circular 8100.1D, for approval by STATE, FTA and FHWA, as applicable. This submittal, due no later than each March 1, shall describe MPO's next fiscal year transportation planning program (fiscal year refers to the State fiscal year of July 1 to June 30).

- B. Each annual OWP and OWPA will expressly adopt and incorporate the terms and conditions of this MFTA by reference.
- C. MPO shall be responsible for the complete performance of the work contained in each OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.
- D. MPO will annually include a signed "FHWA and FTA Metropolitan Transportation Planning Process Self-Certification" form, a signed FTA "Certifications and Assurances for FTA Assistance" form (refer to Article IV, Section 1), a signed "California Department of Transportation Debarment and Suspension" form, and a signed "Disclosure of Lobbying Activities" form in each annual OWP (APPENDIX E).
- E. The annual OWPA is the approved OWP encumbrance document. Disbursement of funds by STATE will occur only after the execution of this MFTA; approval of the annual OWP by STATE, the FTA and FHWA; and execution of the annual OWPA. Funds will not be encumbered or reimbursed by STATE to MPO until the annual OWPA has been executed and the State Budget for that fiscal year has been passed.
- F. No funds of any nature are allocated or encumbered in this MFTA unless included in an adopted and approved OWP by means of an approved and fully executed annual OWPA or OWPA amendment. Costs incurred by MPO prior to OWP approval or conditional approval are incurred at MPO's risk and will not be reimbursed until State and Federal approval.
- G. MPO shall request and obtain from the STATE the final annual allocation amount for FHWA PL and FTA 5303. MPO is encouraged to program the full annual allocation amount by means of an approved and fully executed OWP/A amendment, no later than May 1 of each fiscal year. Funds not programmed by MPO for that fiscal year will lose Obligation Authority (OA) and be subject to Federal rescission. MPO will not be able to use the unprogrammed OA prior to submitting a justification to STATE and obtaining approval from both STATE and the Department of Transportation, Office of Federal Resources.
- H. MPO agrees to satisfactorily complete all work element tasks, projects, and products as described in each approved annual OWP financed with State or Federal funds and encumbered by STATE via the annual OWPA.
- I. MPO will identify in sufficient detail to indicate who (e.g., State, MPO, public transit operator, local government, or consultant) will complete the activities and products in the OWP work elements, including all work that is to be completed through a third-party contract and funded, in whole or in part, under the terms and conditions of this Agreement.

- J. STATE agrees to pass-through available funds and to reimburse allowable costs incurred in executing the tasks, projects, and products specified in the annually approved OWP funded from State and Federal sources and will be encumbered by STATE.
- K. Only work performed during the term of, and consistent with, the work elements in the OWP may be reimbursed. Reimbursements are based upon the fiscal year, July 1 to June 30. All work performed after the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.
- L. MPO may incur costs against its approved annual OWP and may submit Requests for Reimbursement with the understanding that STATE is unable to approve any payments for reimbursement until such time as funds are included in that fiscal year's annual State Budget which is passed by the Legislature and signed by the Governor.
- M. MPO shall use non-federal funds to finance the local share of eligible costs to ensure compliance with all applicable matching requirements for federal funds described in this MFTA and encumbered against the annual OWPA. Credit for local match will be allowed only for work performed during the approved term of each annual OWPA. Third-party "in-kind" contributions are allowed as local match, in accordance with the provisions of 23 CFR 420.119 and 2 CFR 200.306.
- N. MPO further agrees to ensure that amendments to a previously approved OWP and annual OWPA are adopted by the MPO Board of Directors and subsequently approved by STATE, FTA, and FHWA, as applicable, prior to initiating any work identified in those amendments; however, MPO is not required to pause work that was previously authorized. Changes requiring amendments generally include adding, deleting, or revising a work element; adding funds to or deleting funds from a work element; incorporating carryover funds; or altering the scope of work. Administrative amendments are not required to be adopted by the MPO Board of Directors. If a work element or project cannot be completed as originally approved, MPO will report this in its Quarterly Progress and Expenditure Report and must amend the OWP/annual OWPA accordingly. Amendments to the OWP and annual OWPA must be submitted to STATE and be fully executed no later than May 1 each year. Through administrative amendment, MPO will notify STATE via mail or electronic mail of administrative OWP changes that do not affect overall funding, scope of work, or project schedule.
- O. MPO acknowledges and agrees that MPO is the sole control and manager of the work proposed in the OWP and is solely responsible for complying with the funding and use restrictions established by State and Federal law and this MFTA.
- P. MPO shall be free to copyright the material developed under work items identified in

the OWP provided that STATE and FHWA/FTA, as applicable, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, that work for government purposes.

## **Section 2. Quarterly Progress and Expenditure Reports**

- A. MPO agrees to submit to STATE, no later than thirty (30) calendar days after the close of each of the first three quarters, Quarterly Progress and Expenditure Reports that include all work elements for transportation planning tasks, projects, and products funded wholly or in part by any of the fund sources listed in the "Recitals" section of this MFTA. MPO agrees to submit to STATE the Quarterly Progress and Expenditure Report for each fourth quarter no later than sixty (60) calendar days after the close of the quarter. STATE may withhold payment of the final Request for Reimbursement submitted pending the submission of the fourth quarter Quarterly Progress and Expenditure Report.

In accordance with the latest adopted Regional Planning Handbook, Quarterly Progress and Expenditure Reports submitted to STATE will identify all projects by work element number and title and shall contain, at a minimum the following:

- A brief narrative describing work progress, progress in adhering to schedules, and schedule changes;
  - A list of tasks and products completed during the quarter;
  - Percent comparison of actual performance with work element-level goals and deliverables;
  - Status of expenditures by work element, funding source, and type, in a format compatible with the work program, including a comparison of budgeted (approved) amounts and actual costs incurred;
  - Other pertinent supporting information, such as major products, challenges, etc.
- B. STATE reserves the right to deem incomplete any Quarterly Progress and Expenditure Report that does not sufficiently document the above-required information and may withhold payment of Requests for Reimbursement submitted pending the submission of required documentation.

## **ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT**

### **Section 1. Requests for Reimbursement**

- A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:
1. MPO shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by MPO consistent with

work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be allowed if based upon actual costs expended and supported by MPO's accounting system. MPO must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date but must also have paid those expenses.

2. MPO shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred by MPO. This submission must be consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and include the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each expenditure by work element must meet the minimum required or contracted local match, if applicable, on every Request for Reimbursement. Reimbursements under this MFTA will be allowed if based upon actual costs incurred and supported by the MPO accounting system. The MPO accounting system must adhere to Generally Accepted Accounting Principles. This adherence enables the determination of allowable incurred costs by accruing due to the costs billed to the MPO and recognized by the MPO as valid, undisputed, due, and payable.
3. By submitting accrued but unpaid costs for reimbursement, MPO agrees that within ten (10) working days of receipt of STATE's reimbursement, the full amount of all cost items submitted as reimbursable accrued costs shall be paid to each billing entity. Any reimbursed accrued cost not paid within this ten (10) working day grace period shall accrue interest payable to STATE at the then present interest rate established by the State Treasurer's Pooled Money Investment Account. Interest incurred must be timely remitted to STATE. Reimbursed incurred costs not paid to the billing entities by MPO within forty-five (45) days of MPO's receipt of STATE's reimbursement will thereafter be deemed unallowable. All unallowable costs must be immediately remitted to STATE. MPO agrees to submit a revised Disadvantage Business Enterprises Utilization Report (ADM 3069) as soon as reimbursement occurs.

If MPO is found, through audit or other means, not to have paid a billing entity its invoiced sums then owed within the ten (10) working day grace period, MPO must immediately revert to the reimbursement process described in subpart 1 above.

- B. In order to receive reimbursements, MPO agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B3, a detailed financial

management system report from the MPO accounting system which denotes those reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.

- C. STATE agrees to make reimbursements to MPO, in conformance with Federal regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B) that includes all required information, as applicable, (conforming to the format in section B) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to MPO unapproved for correction as soon as errors are discovered.
- D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 2 CFR 200.305.

### **Section 2. Travel and Per Diem Reimbursement**

- A. Payments to MPO for travel and subsistence (per diem) expenses of MPO staff and its contractors and subcontractors claimed for reimbursement using funds administered through this Agreement or as local match credit shall not exceed rates authorized to be paid non-state employees under current State Department of Human Resources (CalHR) rules unless written verification is supplied that government hotel rates are not commercially available to MPO, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process. The requirements of this section shall only apply to direct project costs and do not extend to indirect costs allocated through a federally approved Indirect Cost Rate Proposal.

### **Section 3. Final Request for Reimbursement and OWP Closeout Documentation**

- A. MPO shall electronically submit an OWP/annual OWPA closeout documentation package and OWP final products to STATE no later than August 31<sup>st</sup> of each fiscal year. The closeout package shall conform to the format provided in APPENDIX C.
- B. The closeout package must be attached to a transmittal letter, typed on MPO letterhead. Failure to submit these documents by August 31<sup>st</sup> of each fiscal year may result in STATE withholding future apportionments and/or allocations to MPO. STATE election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE ability to initiate subsequent withholdings.
- C. Upon receipt of the required closeout documentation and OWP final products, STATE will issue a reconciliation letter to MPO stating the amount of unspent funds available to be carried over to the subsequent year's OWP. MPO may amend some or all of these funds into the OWPA only upon signature of the reconciliation letter by the MPO

executive director or his or her appointee, and submittal of the signed letter to STATE. Any funds that are identified in the reconciliation letter, but not programmed by May 1 each year in which the letter is issued, will be forfeited.

#### **Section 4. Funding Contingencies**

- A. All obligations of STATE under the terms of the MFTA and each annual OWPA are subject to the availability of Federal and State funds, appropriation of resources by the Legislature, and the annual passage of the State Budget. The authorization and obligation of these funds by outside entities may be terminated, limited or otherwise adversely affected by factors which may include, but are not limited to, changes in State or Federal law regarding the encumbrance and reimbursement of the funds provided by each annual OWPA and this MFTA.

### **ARTICLE III - AUDITS AND REPORTS**

#### **Section 1. Cost Principles**

- A. MPO agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable.
- B. MPO agrees, and will require that its contractors, subcontractors, and subrecipients be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (subrecipients shall refer to, 2 CFR Part 200); and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR Part 200. Every sub-recipient receiving project funds as a contractor, subcontractor, or sub-grantee under this MFTA shall comply with Federal administrative procedures in accordance with 2 CFR Part 200.
- C. MPO agrees and shall require that all of its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

#### **Section 2. Indirect Cost Agreement and Cost Allocation Plan (ICAP)**

- A. Prior to MPO seeking reimbursement of indirect costs, MPO must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).
- B. Prior to MPO seeking reimbursement of subrecipient indirect costs, and when

subrecipient cognizant federal agency, as defined in 2 CFR part 200, is USDOT and/or STATE, MPO agrees and will require subrecipient to comply with section 2A.

- C. Prior to MPO seeking reimbursement of subrecipient indirect costs, and when subrecipient ICAP is approved by a cognizant federal agency other than USDOT, MPO agrees and will require subrecipient to submit to STATE a copy of the cognizant agency approval, the approved proposal, plan, subsidiary worksheets, and other relevant data on an annual basis as evidence of the approval.
- D. If a submitted ICAP does not meet the requirements of 2 CFR Part 200, and is determined to be insufficient, STATE will advise MPO of additional documentation or changes needed to meet Federal and State requirements. MPO agrees to provide requested documentation or required changes, and if MPO is non-compliant the submissions may be returned to MPO if requested documentation is not provided or required changes are not made.
- E. Material audit adjustments will require reimbursement to STATE or adjustment to subsequent years ICAPs if proposals are later found to have included costs that are unallowable as specified by law or regulation, or the terms and conditions of this MFTA.
- F. MPO agrees and shall require that all its agreements with subrecipients funded in whole or in part with funds administered through this MFTA contain provisions requiring adherence to this section in its entirety, as applicable.

### **Section 3. Record Retention/Audits**

- A. MPO, its contractors, subcontractors and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. MPO shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books, records and supporting documents connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of five (5) years from the date of final payment to MPO or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection, copying and audit by representatives of STATE, the California State Auditor, or the Federal Government upon request. Copies will be made and furnished by MPO, its contractors, its subcontractors and sub-recipients upon request made by STATE or its agents at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.
- B. MPO shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line

item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- C. For the purpose of determining compliance with Government Code Section 8546.7, in connection with the performance of MPO contracts and/or agreements with third parties, MPO, MPO sub-recipients, contractors, and subcontractors which are funded in whole or in part with the funds administered through this MFTA, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for five (5) years from the date of final payment to MPO or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and MPO shall furnish copies thereof if requested.
- D. Where applicable, MPO agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Chapter 10 or any successor thereto.
- E. MPO agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under MPO single audit prepared in compliance with 2 CFR Part 200, subpart F. MPO is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.
- F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of MPO pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.
- G. MPO agrees to furnish documentation to STATE supporting this requirement that all its agreements with contractors, subcontractors, and subrecipients funded in whole or in part with funds administered through this MFTA do contain provisions requiring adherence to this section in its entirety, as applicable.
- H. Neither the pendency of a dispute nor its consideration by STATE will excuse MPO from full and timely performance in accordance with the terms of this MFTA, the OWP, and

the annual OWPA.

## **ARTICLE IV - MISCELLANEOUS PROVISIONS**

### **Section 1. Federal Certifications and Assurances**

- A. MPO shall comply with the FHWA "Metropolitan Transportation Planning Process Self-Certification" requirements in accordance with 23 CFR 450.334 and the Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58) and the successors thereto. This certification is provided annually by FHWA and FTA. It may include, but is not limited to:
- I. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 part 450;
  - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
  - III. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1 and 49 CFR Part 21);
  - IV. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - V. Section 1101 (b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - VI. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
  - VIII. The Older Americans Act, as amended (42 U.S.C. 6101, prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
  - IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
  - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

- B. MPO shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in the *Federal Register*, and found online at <https://www.transit.dot.gov>.

The Federal Certification may include, but is not limited to the following areas under "Assurances Required of Each Applicant:"

1. Standard Assurances
  2. Standard Assurances: Additional Assurance for Construction Projects
  3. Procurement
  4. Suspension and Debarment
  5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding
  6. American Rescue Plan Act Funding
- C. MPO shall comply with the "California Department of Transportation Debarment and Suspension Certification" as required by U.S. DOT regulations on governmentwide Debarment and Suspension (non-procurement), 49 CFR 29.100.
- D. Copies of these annual Certifications and Assurances shall be included by MPO in each final OWP.
- E. MPO shall comply, and shall require its contractors, subcontractors, and subrecipients receiving funds or entering into agreements funded in whole or in part with funds administered through this MFTA, to comply, with these Certifications.
- F. MPO agrees to furnish documentation to STATE to support this requirement that all its agreements with contractors, subrecipients and subcontractors funded in whole or in part with funds administered through this MFTA, do contain provisions requiring adherence to this section in its entirety, as applicable.

## **Section 2. Disadvantaged Business Enterprise (DBE) Requirements**

- A. As mandated by 49 CFR Part 26, MPO shall require that its contractors, subcontractors, and subrecipients do not discriminate on the basis of race, color, national origin, or sex in the award, administration, and performance of any FHWA/FTA fund-assisted contract

or in the administration of MPO DBE program.

- B. MPO DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference into this MFTA. Implementation of this program is a legal obligation and any failure by MPO to adhere to its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq. and 49 CFR Part 26.13(a).
- C. As required by 49 CFR part 26, the contract language in APPENDIX D relating to DBE requirements must be incorporated into all contracts funded in whole or in part with funds authorized in this Agreement.

### **Section 3. Non-Discrimination Clause**

- A. In the performance of work undertaken pursuant to this MFTA, the MPO and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. MPO shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. MPO shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5 Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Section 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article. 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 MFTA by reference and made a part hereof as if set forth in full.
- C. MPO shall permit access by representatives of the Civil Rights Department and STATE upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or STATE shall require to ascertain compliance with this clause.

- D. MPO and MPO's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- E. MPO shall include the non-discrimination and compliance provisions hereof in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include a nondiscrimination and compliance provisions of this clause in all contracts and subcontracts the enter into to perform work under this MFTA.
- F. MPO shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term "Contractor" appears therein, it shall mean MPO.

#### **Section 4. Federal Lobbying Activities Certification**

- A. MPO certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of MPO, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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, MPO shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with those form instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was 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.
- D. MPO also agrees by signing this MFTA that MPO shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by

any fund sources listed on Page 1 of this MFTA and which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

## **ARTICLE V - GENERAL PROVISIONS**

### **Section 1. Contract Award**

- A. MPO, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be bid and awarded in accordance with 2 CFR Part 200, and consistent with Local Assistance Procedure Manual, Chapter 10, or successors thereto as applicable. The requirements of this section apply to direct project costs and shall not apply to contracts included in MPO's federally approved Indirect Cost Rate Proposals.

### **Section 2. Contract Amendment**

- A. No amendments to the terms of this MFTA, any OWP or any annual OWPA shall be valid unless made in writing and signed by the individuals legally authorized to contractually bind the parties hereto. Each party agrees that it has had or will have the opportunity to seek review by and approval from its legal counsel of the original documents and any proposed alteration or variation. No oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto. For the purposes of this MFTA, the Chief of the Office of Regional and Community Planning, Division of Transportation Planning, shall be the Contract Administrator for STATE.

### **Section 3. Adjudication of Disputes by Way of Administrative Proceedings**

- A. STATE hereby sets up an Administrative Procedure for adjudication of disputes that may arise when administering the program as defined by the terms and conditions of this Agreement.

MPO agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, MPO shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this Agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the MPO. The MPO shall have an opportunity to challenge the DC PLANNING determination but must make that challenge in writing, within ten (10) working days to the STATE Contract Officer or his/her designee. If the challenge is not made by MPO within the ten (10) day period, the DC PLANNING decision shall become the final decision of the STATE. If such a challenge is made, the DC PLANNING and MPO shall submit written, factual information and data in support of their respective positions to STATE Contract Officer within a timeframe established by the MPO at the time of challenge. The decision of the STATE

Contract Officer or his/her designee shall be final, conclusive and binding regarding the dispute, unless MPO commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of Title 1 of the California Government Code.

#### **Section 4. Intercept Clause**

- A. Costs for which MPO receives reimbursement payment that are determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under 2 CFR, part 200; or 48 CFR, Chapter 1, Part 31 are to be repaid to STATE by MPO within thirty (30) days of MPO receiving notice of audit findings. Should MPO fail to reimburse moneys due STATE within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due to MPO from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

#### **Section 5. Parties of Agreement**

- A. This MFTA, OWP, annual OWPA, and any related agreements are solely between the named parties thereto and no express or implied benefit to entities or individuals not a party thereto is intended or to be inferred. There are no third-party beneficiaries to or of this MFTA or any OWP, or annual OWPA or any other agreement pertaining hereto.

#### **Section 6. Hold Harmless and Indemnification Clause**

- A. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by MPO, its officers, employees, agents, contractors, sub-recipients, or subcontractors under or in connection with any work, authority or jurisdiction conferred upon MPO under this MFTA and/or each annual OWPA. It is understood and agreed that, pursuant to Government Code section 895.4, MPO shall fully defend, indemnify and hold harmless STATE and its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by MPO, its officers, employees, agents, contractors, sub-recipients or subcontractors under this MFTA and each annual OWPA.
- B. Neither MPO nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE, its officers, employees, agents, contractors, subrecipients, or subcontractors under or in connection with any work, authority, or jurisdiction conferred upon to STATE under this MFTA. It is understood and agreed that pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and hold harmless MPO, its officers and employees from all claims, suits, or actions of every name, kind and description brought

forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE, its officers, employees, agents, contractors, sub-recipients or subcontractors under this MFTA.

### **Section 7. Default**

- A. In the event that MPO (a) fails to comply with applicable Federal and State laws and regulations; (b) fails to timely proceed with OWP in accordance with the MFTA or OWPA; or (c) otherwise materially violates the terms and conditions of this MFTA and/or OWPA, STATE reserves the right to terminate all funding for that OWP, or a portion thereof. Any such termination shall be accomplished by delivery to MPO of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt specifying the reason for the termination, the extent to which funding of work under this MFTA is terminated and the date upon which such termination becomes effective. During the period before the termination date becomes effective, MPO and STATE shall meet to try to resolve any dispute. No such termination shall become effective if: (a) during the process described in Article V, Section 3, the termination is stayed, (b) within the thirty (30) day period after receipt of the Notice of Termination, MPO either cures the default, or (c) if that default is not reasonably susceptible to cure within said thirty (30) day period, STATE approves a MPO plan and MPO thereafter diligently completes the cure in a manner and timeline acceptable to STATE.
- B. If STATE terminates funding for OWP pursuant to the above paragraph A, STATE shall pay MPO the sum due MPO under the annual OWPA for eligible work performed prior to termination.

### **Section 8. Termination**

- B. This MFTA shall remain in full force and effect until the termination date stated on Page 1 of this MFTA, unless superseded or terminated in conformance with Section 7 of this Article. All indemnification, document retention, audit, claims, and legal challenge articles will remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.

STATE OF CALIFORNIA  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Contract Officer

Date: \_\_\_\_\_

BUTTE COUNTY ASSOCIATION OF  
GOVERNMENTS

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney

Date: \_\_\_\_\_

APPENDICES

- A Overall Work Program Agreement
- B Request for Reimbursement
- B2 Request for Reimbursement Support Documentation
- C Closeout Documentation
- D DBE Contract Language (required)
- D2 DBE Semi-Annual Report
- D3 DBE Awards and Commitments
- D4 DBE Utilization Report
- D5 DBE Good Faith Efforts and Documentation
- E Federal Certifications and Assurances
- F Board Resolution

BUTTE COUNTY ASSOCIATION  
OF GOVERNMENTS



BOARD OF DIRECTORS MEETING  
ITEM #5

## BCAG Board of Directors

### Agenda Item #5 – Consent

**Date:** October 24, 2024

**Subject:** Approval of Amendment #1 (A1) to the 2024/25 Overall Work Program (OWP) and Budget and Overall Work Program Agreement (OWPA)

**Contact:** Andy Newsum, Executive Director

**Summary:** Following the approval of the 2024/25 Overall Work Program (OWP) and Budget, at the May 23<sup>rd</sup>, 2024, BCAG Board of Directors Meeting. OWP amendments are required throughout the fiscal year to include the expected changing of revenues and expenditures in cooperation with FHWA, FTA and Caltrans.

Amendment #1 to the 2024/25 Overall Work Program (OWP) and Budget increases the Overall Budget from \$5,874,386 to \$6,092,386: a net increase of \$218,000 and 3.7%.

Amendment #1 to the 2024/25 Overall Work Program and Budget is defined by the following changes in funding across multiple Work Elements:

- FHWA Planning funds reduced by \$80,406 (due to final allocations)
- FTA 5303 transit planning funds reduced by \$33,106 (due to final allocations)
- FTA 5307 transit operations/planning funds increased by \$160,000 (reallocated for Butte Regional Transit marketing consultant)
- PPM funds increased by \$62,591 (adjustment for no project change cost)
- 24/25 SB1 Sustainable Transportation Planning (STP) funds increased by \$4,300 (due to final allocations)
- REAP funds increased by \$23,818 (23/24 carry over for consultant/unexpended)
- LTF Planning Funds increased by \$80,803 (adjustment for no project change cost)

The net budget increase to revenue and expense totals or above changes is \$218,000.

**Action requested:** Approve Amendment #1 to the FY24/25 Overall Work Program & Budget

**Attachments:**

- 24-25 Amendment #1 (A1) Summary
- OWPA (A1)
- MPO RTPA OWP Transmittal Memo
- Amended 2024-25 Overall Work Program ([link to document](#))

**FISCAL YEAR 2024/25  
SUMMARY OF OWP/OWPA AMENDMENT 1**

<b><u>25-100 OWP Administration</u></b>			
	PRIOR	AMENDED	NET CHANGE
FHWA Planning	177,281	142,432	(34,849)
LTF	22,969	57,818	34,849
<b>TOTAL REVENUE</b>	<b>200,250</b>	<b>200,250</b>	<b>-</b>
SALARIES & BENEFITS	108,074	108,074	-
INDIRECT	92,176	92,176	-
<b>TOTAL EXPENDITURES</b>	<b>200,250</b>	<b>200,250</b>	<b>-</b>

<b><u>25-107 Regional Transportation Plan (RTP)</u></b>			
	PRIOR	AMENDED	NET CHANGE
FHWA Planning	157,707	147,301	(10,406)
LTF	20,433	30,839	10,406
<b>TOTAL REVENUE</b>	<b>178,140</b>	<b>178,140</b>	<b>-</b>
SALARIES & BENEFITS	63,760	63,760	-
CONSULTANT- Rincon	60,000	60,000	-
INDIRECT	54,380	54,380	-
<b>TOTAL EXPENDITURES</b>	<b>178,140</b>	<b>178,140</b>	<b>-</b>

<b><u>25-127 REAP 2.0- 2024 SCS Development</u></b>			
	PRIOR	AMENDED	NET CHANGE
REAP 2.0	75,000	98,818	23,818
FHWA Planning	56,351	51,200	(5,151)
LTF	7,301	6,634	(667)
<b>TOTAL REVENUE</b>	<b>138,652</b>	<b>156,652</b>	<b>18,000</b>
SALARIES & BENEFITS	7,368	7,368	-
CONSULTANT- Placeworks	125,000	143,000	18,000
INDIRECT	6,284	6,284	-
<b>TOTAL EXPENDITURES</b>	<b>138,652</b>	<b>156,652</b>	<b>18,000</b>

<b><u>25-128 SB1 24/25 STP- 2024 SCS Development</u></b>			
	PRIOR	AMENDED	NET CHANGE
SB1 24/25 STP	180,000	184,300	4,300
LTF	28,701	24,401	(4,300)
<b>TOTAL REVENUE</b>	<b>208,701</b>	<b>208,701</b>	<b>-</b>
SALARIES & BENEFITS	82,952	82,952	-
CONSULTANT	55,000	55,000	-
INDIRECT	70,749	70,749	-
<b>TOTAL EXPENDITURES</b>	<b>208,701</b>	<b>208,701</b>	<b>-</b>

<b><u>25-130 North Valley Rail Plan</u></b>			
	PRIOR	AMENDED	NET CHANGE
FHWA Planning	124,696	114,696	(10,000)
LTF Planning	41,156	51,156	10,000
CRRSAA	250,000	250,000	-
<b>TOTAL REVENUE</b>	<b>415,852</b>	<b>415,852</b>	<b>-</b>
SALARIES & BENEFITS	89,510	89,510	-
CONSULTANT	250,000	250,000	-
INDIRECT	76,342	76,342	-
<b>TOTAL EXPENDITURES</b>	<b>415,852</b>	<b>415,852</b>	<b>-</b>

**SUMMARY OF OWP/OWPA AMENDMENT 1**

<b>25-308 BRT Zero Emission Bus Rollout</b>			
	PRIOR	AMENDED	NET CHANGE
FTA 5303	55,045	35,045	(20,000)
LTF Planning	7,132	4,541	(2,591)
PPM	112,432	135,023	22,591
CRRSAA	250,000	250,000	-
<b>TOTAL REVENUE</b>	<b>424,609</b>	<b>424,609</b>	<b>-</b>
SALARIES & BENEFITS	94,236	94,236	-
CONSULTANTS-INDIRECT	250,000	250,000	-
	80,373	80,373	-
<b>TOTAL EXPENDITURES</b>	<b>424,609</b>	<b>424,609</b>	<b>-</b>

<b>25-301 Transit Planning &amp; Coordination</b>			
	PRIOR	AMENDED	NET CHANGE
FHWA Planning	139,455	119,455	(20,000)
FTA 5303	77,000	63,894	(13,106)
LTF Planning	28,045	61,151	33,106
PPM	-	40,000	40,000
FTA 5307 Planning	-	160,000	160,000
<b>TOTAL REVENUE</b>	<b>244,500</b>	<b>444,500</b>	<b>200,000</b>
SALARIES & BENEFITS	131,956	131,956	-
CONSULTANT	-	200,000	200,000
INDIRECT	112,544	112,544	-
<b>TOTAL EXPENDITURES</b>	<b>244,500</b>	<b>444,500</b>	<b>200,000</b>

<b>NET CHANGE IN BUDGET REVENUE:</b>	PRIOR	AMENDED	NET CHANGE
FHWA Planning	\$ 1,137,785	1,057,379	(80,406)
FTA 5303	\$ 132,045	98,939	(33,106)
SB1 24/25 STP	\$ 180,000	184,300	4,300
LTF PLANNING	\$ 430,029	510,832	80,803
FTA 5307	\$ -	160,000	160,000
PPM	\$ 173,007	235,598	62,591
REAP	\$ 1,125,000	1,148,818	23,818
<b>NET BUDGET REVENUE CHANGE</b>			<b>218,000</b>
PREVIOUS OWP REVENUE			5,874,386
<b>AMENDED TOTAL OWP REVENUE</b>			<b>\$ 6,092,386</b>
SALARIES	\$ 2,253,430	\$ 2,253,430	-
INDIRECT	\$ 1,033,460	\$ 1,033,460	-
SERVICES & SUPPLIES	\$ 2,587,496	\$ 2,805,496	218,000
<b>NET BUDGET EXPENDITURE CHANGE</b>			<b>\$ 218,000</b>
PREVIOUS OWP EXPENDITURES			5,874,386
<b>AMENDED TOTAL OWP EXPENDITURES</b>			<b>\$ 6,092,386</b>

**OVERALL WORK PROGRAM AGREEMENT (OWPA)  
BUTTE COUNTY ASSOCIATION OF GOVERNMENTS (BCAG)**

MFTA#: **74A0808**  
AGENCY DUNS#: **602797891**  
AGENCY UEI#: **G7T1ULG548N8**

FY: 24/25 OWP Board Approval Date: 10/26/2024 Amendment #: 1

- The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.
- All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA) that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.
- Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.
- Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					\$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%	\$833,043.00	\$202,976.47		\$134,227.31	\$1,170,246.78
20.205	FHWA PL-Complete Streets	0.00%	\$21,360.00				\$21,360.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					\$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%	\$89,067.00	\$9,871.96		\$12,818.59	\$111,757.55
20.505	FTA 5304	11.47%					\$0.00
20.205	FHWA SPR	20.00%					\$0.00
	RPA	0.00%					\$0.00
	RPA Grants	0.00%					\$0.00
	SHA Grants	11.47%					\$0.00
	SB1 Formula	11.47%	\$184,300.00			\$23,878.02	\$208,178.02
	SB1 Competitive	11.47%					\$0.00
	SHA-Climate Adaptation	11.47%					\$0.00
	<b>Total Programmed Amount</b>		<b>\$1,127,770.00</b>	<b>\$212,848.43</b>	<b>\$0.00</b>	<b>\$170,923.91</b>	<b>\$1,511,542.34</b>

Agency Certification of Programmed Funds	
The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.	
	10/26/2024
Authorized Signature	Date
<b>Andy Newsum, Executive Director</b>	
Printed Name and Title	

District Approval of Programmed Funds	
The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.	
Authorized Signature	Date
Printed Name and Title	

(HQ Department of Transportation Use Only)					
The total amount of <b>FEDERAL</b> funds encumbered by this document are: \$ _____					
Fund Title: _____	Item: _____	Chapter Statute: _____	Fiscal Year: _____		
The total amount of <b>STATE</b> funds encumbered by this document are: \$ _____					
Fund Title: _____	Item: _____	Chapter Statute: _____	Fiscal Year: _____		
<b>Encumbrance Details:</b>					
Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount \$

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

\_\_\_\_\_  
Signature of Department of Transportation Resources/Accounting Officer

\_\_\_\_\_  
Date



# MPO/RTPA OWP Amendment Transmittal Memo

This form is required for all administrative and formal Overall Work Program (OWP) amendments. Refer to the MPO/RTPA OWP and Grant Amendment Guidelines for assistance with submitting your request.

## OWP Amendment Information

OWP Amendment Information			
MPO/RTPA Name		Fiscal Year (FY)	
Amendment Type	Choose an item.	Amendment #	

## OWP Amendment Checklist

### Reason for an Administrative Amendment (select all that apply)

- Clarify an already approved task in the executed OWP (Examples: clarifying responsible parties or correction of errata)
- Enhance already approved activities or tasks in the executed OWP (Examples: adding outreach sessions or meetings to a Work Element activities)
- Shift funds between Work Elements as long as there is no change to scope of work or total programmed amount of CPG/RPA/SPR/SB 1 funds
- Combine already approved activities
- Changes to non-CPG/RPA/SPR/SB 1 funds that do not affect transportation planning funds, activities and products so long as the changes do not result in redirection of staff time or are not a detriment to previously approved transportation planning activities and products
- Grant amendment that includes revisions to approved tasks, Project Cost and Schedule, or project title change to use an AKA (no changes to project deliverables or total project cost)
- Other: \_\_\_\_\_

### Administrative Amendment Package Required Documents

<b>Please submit in one email</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> MPO/RTPA OWP Amendment Transmittal Memo (this form) that clearly outlines the revisions to the OWP and/or OWP budget</li> <li><input type="checkbox"/> All revised Work Elements and any other affected pages within the OWP</li> <li><input type="checkbox"/> Revised OWP Budget Revenue Summary</li> <li><input type="checkbox"/> <b>Grant Amendment:</b> Completed Change in Grant Agreement Terms (CAT) form, revised Scope of Work/Project Cost and Schedule, and revised SB 1 Sustainable Communities Formula List of Projects, as applicable (associated Work Element task schedule/budget table should mirror the revised grant Scope of Work/Project Cost and Schedule)</li> </ul>
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**Reason for a Formal Amendment (select all that apply)**

- Increase/decrease in total CPG/RPA/SPR/SB 1 funds
- Program carry-over CPG/RPA/SPR/SB 1 funds from previous fiscal years
- Program new FHWA Strategic Partnerships, FTA § 5304/SHA Sustainable Communities Grants, SB 1 Competitive Grants and SB 1 Formula Grant Funds
- Add or delete Work Element tasks/activities
- Grant Amendment that increases/decreases total project cost
- Other: \_\_\_\_\_

**Requiring Federal Approval (MPO Only)**

- Significant changes to the Scope of Work of a Work Element
- 20% increase or decrease in CPG funds (cumulative or in a single change)
- Add or delete a CPG-funded Work Element

**Formal Amendment Package Required Documents**

**Please submit in one email**

- MPO/RTPA OWP Amendment Transmittal Memo (this form) that clearly outlines the revisions to the OWP and/or OWP budget
- All revised Work Elements and any other affected pages within the OWP
- Revised OWP Budget Revenue Summary
- If there is an increase or decrease in the total amount of CPG/RPA/SPR/SB 1 funds, include amended and fully executed OWPA
- Board Resolution or minutes from the board meeting approving the amendment
- Grant Amendment:** Completed CAT form, revised Scope of Work/Project Cost and Schedule, and SB 1 Sustainable Communities Formula List of Projects included as applicable (associated Work Element task schedule/budget table should mirror the revised grant Scope of Work/Project Cost and Schedule)

## Amendment Details (attach additional sheets as needed)

Include affected Work Element number(s) and name(s), specific fund source(s), the amount of funding increase/decrease for each Work Element, and justification for the change(s)

Work Element #		Work Element Name	
Fund Source		Amount of Funding Increase/Decrease	
Justification			

Work Element #		Work Element Name	
Fund Source		Amount of Funding Increase/Decrease	
Justification			

Work Element #		Work Element Name	
Fund Source		Amount of Funding Increase/Decrease	
Justification			

Work Element #		Work Element Name	
Fund Source		Amount of Funding Increase/Decrease	
Justification			

Work Element #		Work Element Name	
Fund Source		Amount of Funding Increase/Decrease	
Justification			

Work Element #		Work Element Name	
Fund Source		Amount of Funding Increase/Decrease	
Justification			

### MPO/RTPA Signature

This form is required for all OWP amendments and must be signed by the MPO/RTPA Executive Director or designated staff.

MPO/RTPA Executive Director (or Designated Staff)			
Full Name			
Signature		Date	

BUTTE COUNTY ASSOCIATION  
OF GOVERNMENTS



BOARD OF DIRECTORS MEETING  
ITEM #6



## **BCAG Board of Directors**

### **Agenda Item #6 – Information**

**Date:** October 24, 2024

**Subject:** Butte Regional Transit Fare Increase

**Contact:** Sara Cain, Transit Manager

**Summary:** At the September 26 BCAG Board of Directors meeting, staff informed the Board an analysis of the B-Line fare structure was underway to support the increasing costs of delivering public transit. Based on staff analysis, and in comparing to adjacent and similar systems, staff recommends an average fare increase of 15% for fixed route and paratransit systems, effective January 1, 2025. Staff will coordinate and notify the Social Services Transportation Advisory Council (SSTAC) Transportation Advisory Committee (TAC) and Transit Administrative Oversight Committee (TAOC) and public of the proposed fare increase.

This item will be brought back to the BCAG Board for a public hearing and approval at the December 2024 meeting.

**Action requested:** This item is presented for information.

**Attachment:** Staff Report

## Agenda Item #6 - Information

### Staff Report

The farebox ratio is the percentage of the transit operations cost that is covered by the public, the remainder being subsidized with federal grants and state Transportation Development Act (TDA) funds. Since 1971, the TDA mandated that passenger fares make up a certain percentage of operating costs. Fare increases are considered every three (3) years to determine if farebox recovery ratios are being maintained. Due to decreasing farebox recovery for fixed route services, B-Line introduced the blended ratio of 15.6% for fixed route with an approval from Caltrans in FY 2022/23. The 10% ratio for paratransit remains.

Collected fares are monitored on an ongoing basis and reviewed each budgetary cycle to ensure farebox ratios are being met. The last in-depth analysis of a fare increase was conducted in 2019, which was shortly followed by the COVID-19 pandemic and an unprecedented decrease in ridership systemwide. The decrease in ridership combined with increasing costs for operations, primarily for fuel, labor, and maintenance, has led to a shortfall that is currently being covered by federal and state funds and represents a five (5) year period in which fare changes have not been assessed.

Increasing fares is necessary to improve fare coverage and to help fund increasing costs of the system. Due to COVID, B-Line has not increased fares in over five (5) years. In considering fare increase there are two main factors to be understood:

- 1) How much have service costs increased and how much can fares be increased so as not to disenfranchise those using the system?
- 2) What fares are similar and adjacent agencies/municipalities systems, respecting size and service, supporting their systems with?

#### Service Costs:

With the two-year contract extension beginning on July 1, 2024, the contract cost for the services delivered by Transdev increased close to 8% from the prior year. Much of this cost is represented by significant labor, maintenance, and insurance increases.

#### Adjacent/Similar Systems:

- The Redding Area Bus Authority (RABA) charges \$2.00 for a two-hour pass; \$50.00 for a 30-day pass; and \$4.00 for a one ride paratransit trip.
- Sacramento Regional Transit (SacRT) fares are \$2.50 for a one ride pass; \$100.00 for a 30-day pass; and \$5.00 for a one ride paratransit trip.
- Yolo Transit District (Yolobus) fares are \$2.00 for a one ride pass; \$84.00 for a 30-day pass; and \$4.00 for a one ride paratransit trip.

The proposed fare increase is also consistent with the previous 2019 fare increase of 18%, on average.

Based on the above two main considerations, a 15% average fare increase is proposed, and more specifically defined as follows:

- Local Regular fare would be increased from \$1.75 to \$2.00.
- Regional Regular fare would increase from \$2.40 to \$2.80.
- Paratransit would increase from \$3.50 to \$4.00 for the ADA core zone.

<b>B-Line Current and Proposed Fares/Passes</b>				
<b>Fixed Route</b>				
		<b>2019 Current</b>	<b>2024 Proposed</b>	<b>% Increase</b>
<b>One Ride Fare</b>				
Local	Regular	\$1.75	\$2.00	14%
Local	Discount	\$0.85	\$1.00	18%
Regional	Regular	\$2.40	\$2.80	17%
Regional	Discount	\$1.20	\$1.40	17%
<b>30 Day Pass</b>				
Local	Regular	\$43.50	\$50.00	15%
Local	Discount	\$21.50	\$25.00	16%
Regional	Regular	\$57.50	\$66.50	16%
Regional	Discount	\$30.00	\$33.25	11%
<b>All Day Pass</b>		\$5.00	\$6.00	20%
<b>10 Ride Pass</b>				
Local	Regular	\$15.75	\$18.00	14%
Local	Discount	\$7.65	\$9.00	18%
Regional	Regular	\$21.60	\$25.20	17%
Regional	Discount	\$10.80	\$12.60	17%

<b>Paratransit</b>			
	<b>2019 Current</b>	<b>2024 Proposed</b>	<b>% Increase</b>
<b>Core Zone</b>	\$3.50	\$4.00	14%
<b>Same Day Request</b>	\$5.25	\$6.00	14%
<b>Zone 1</b>	\$8.75	\$10.00	14%
<b>Zone 2</b>	\$10.75	\$12.00	12%
<b>Zone 3</b>	\$12.75	\$14.00	10%

Note: Paratransit fares are required to be tied to fixed route fares and must also increase accordingly as standard ratios from base fares.

BUTTE COUNTY ASSOCIATION  
OF GOVERNMENTS



BOARD OF DIRECTORS MEETING  
ITEM #7



## **BCAG Board of Directors**

### **Agenda Item #7 - Information**

**Date:** October 24, 2024

**Subject:** Coordinated Public Transit – Human Services Transportation Plan Update

**Contact:** Victoria Proctor, Transportation Analyst

**Summary:** BCAG first developed the Coordinated Public Transit – Human Services Transportation Plan (also known as the Coordinated Transportation Plan) in 2008 in response to federal guidelines under the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU has since been succeeded by new legislation that continues to mandate the identification and prioritization of transit needs for the elderly and/or disabled.

The purpose of the Coordinated Transportation Plan is to identify human services organizations in Butte County that are helping to fill transportation gaps in the community. The update also aligns with short and long-term planning efforts of the Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS) and other relevant documents. Outreach will include a targeted survey to human services organizations supporting the elderly and/or disabled and will be reviewed by the Social Services Transportation Advisory Council (SSTAC) in an effort gain on specific transportation needs of the elderly and disabled.

Updating the Coordinated Transportation Plan will occur over the remainder of this fiscal year with a final updated document expected before the Board of Directors in June 2025.

**Action requested:** This item is presented for information.

**Attachment:** None

BUTTE COUNTY ASSOCIATION  
OF GOVERNMENTS



BOARD OF DIRECTORS MEETING  
ITEM #8



## BCAG Board of Directors

### Agenda Item #8 - Information

**Date:** October 24, 2024

**Subject:** 2025 Unmet Transit Needs Process

**Contact:** Victoria Proctor, Transportation Analyst

**Summary:** The Transportation Development Act (TDA) mandates that every year an Unmet Transit Needs Assessment be performed before TDA funds can be expended on streets and roads. The Assessment entails soliciting comments and feedback from riders of the B-Line system and the general public on perceived unmet needs pertaining to the fixed route system.

Comments are received and reviewed year-round, but the Unmet Transit Needs process provides a formalized method of cataloguing those comments and entering them into the public record. All comments are categorized based on the BCAG Board's adopted definitions of "Unmet Transit Need" and "Reasonable to Meet." They are then compiled into a document that is reviewed by the Social Services Transportation Advisory Council and the BCAG Board before being adopted and sent to Caltrans for final approval. If any unmet needs are found that are reasonable to meet, those needs must be met before TDA funds can be expended on non-transit projects.

The public outreach period for the FY 2025/26 Unmet Transit Needs Assessment has started and will culminate in a public hearing before the Board of Directors at the December 2024 board meeting.

**Action requested:** This item is presented for information.

**Attachment:** Outreach flyers for solicitation of UTN comments.

# B-LINE IS YOUR SYSTEM!

## WHERE DO YOU NEED TO GO?

Butte County Association of Governments operates B-Line and is requesting comments from the community on unmet transit needs. Members of the public are invited to submit comments via mail, email, phone, online, Zoom or in person at our public hearing.

For consideration in the 2025/26 Transit Needs Assessment, comments need to be received by:

**5:00 p.m., Thursday, December 12, 2024**

All comments received are given equal consideration.



Submit comments via the following:

**Mail** → 326 Huss Drive, Suite 150,  
Chico CA 95928

**Email** → [vproctor@bcag.org](mailto:vproctor@bcag.org)

**Phone** → (530) 809-4616, ex. 1

**Online** → Go to the following page:  
[www.blinetransit.com/Contact- B-Line/Comment-Form/](http://www.blinetransit.com/Contact-B-Line/Comment-Form/)  
Type "UTN" as the subject.

**In Person** → Public Hearing  
at BCAG Board Meeting  
Date: Thursday, December 12, 2023, 9:00 a.m.  
Location: BCAG Board Room / Online  
Go to: [www.bcag.org/About-BCAG/Board-of-Directors/](http://www.bcag.org/About-BCAG/Board-of-Directors/)  
Zoom link available December 1, 2024.

### ¡B-LINE ES TU SISTEMA!

#### ¿DONDE TIENES QUE IR?

La Asociación de Gobiernos del Condado de Butte (BCAG) está solicitando comentarios del público sobre las necesidades de tránsito no satisfechas. Los miembros del público están invitados a enviar comentarios por correo, correo electrónico, teléfono, Internet o a través de Zoom en nuestra audiencia pública. Todos los testimonios recibidos serán considerados por igual. Para ser considerados en la Evaluación de Necesidades de Tránsito 2025/26, los comentarios deben ser recibidos antes del:

**5:00 p.m., jueves, 12 de diciembre de 2024**

Si desea comentar las necesidades de B-Line, pero no habla inglés, por favor envíelas por correo o por correo electrónico a BCAG, y se traducirán para su consideración.

Yog koj xav tham txog kev pab los ntawm B-Line, tab sis hais tsi tau lus Askiv, thov hu lossis xa email rau BCAG, cov lus ntawd mam txhais ua lus Askiv.

### B-LINE YOG KOJ QHOV SYSTEM!

#### KOJ YUAV TSUM MUS QHOV TWG?

Lub Koom haum BCAG tab tom thov cov lus xam pom los ntawm pej xeem txog kev tu ncuva ntawm kev thauj mus los. Cov pej xeem raug caw kom xa cov lus tawm tswv yim los ntawm kev xa ntawv, email, hu xov tooj, hauv is los sis hauv Zoom thaum peb lub rooj sab laj rau pej xeem. Txhua zaj lus tawm tswv yim uas tau txais yog xam tias muaj vaj huam sib luag. Rau kev txiav txim siab nyob rau hauv 2024/25 Kev Ntsuam Xyuas Cov Kev Xav Tau Ntawm Kev Thauj Mus Los, cov lus tawm tswv yim yuav tsum tau txais tsis pub dhau:

**5:00 p.m., Hnub Thursday, Kaum Ob Hlis 12, 2024**

