

AGREEMENT STA-27-CAE-002

SACRAMENTO TRANSPORTATION AUTHORITY MEASURE A CONSOLIDATED TRANSPORTATION SERVICE AGENCY (CTSA) GRANT AGREEMENT

This Agreement is made and entered into as of July 1, 2026, by and between the **Sacramento Transportation Authority**, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority," and **Sacramento Regional Transit District**, hereinafter called "Entity".

RECITALS

WHEREAS, In 2004, the electors of Sacramento County approved, by two-thirds vote, sales tax Measure 'A' and Authority Ordinance No. 04-01 ("the Measure A Ordinance"); and

WHEREAS, the Measure A Ordinance includes a the "Sacramento County Transportation Expenditure Plan 2009-2039" (the "Expenditure Plan"); and

WHEREAS, the Expenditure Plan provides for the allocation of "an average of 4.5% of the sales tax revenues collected over the life of the tax [to] support the Consolidated Transportation Services Agency"; and

WHEREAS, the Authority and the Sacramento Regional Transit District ("Entity") entered into a Measure A Consolidated Transportation Services Agency Grant Agreement effective January 2021 to provide funding for Consolidated Transportation Services Agency projects and services consistent with the Expenditure Plan; and

WHEREAS, the parties subsequently amended the Agreement to modify certain terms and extend the period of performance in order to continue implementation of Consolidated Transportation Services Agency projects and services; and

WHEREAS, the amended Agreement expired pursuant to its terms, and the parties desire to continue their longstanding partnership to provide transportation services, mobility improvements, and related programs benefiting seniors and persons with disabilities throughout Sacramento County; and

WHEREAS, the Authority Board of Directors has determined that continued funding of Consolidated Transportation Services Agency activities is consistent with the Measure A Ordinance and Expenditure Plan and serves the public interest; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions governing future Consolidated Transportation Services Agency funding and project implementation; and

WHEREAS, the parties acknowledge that eligible Consolidated Transportation Services Agency activities continued following expiration of the prior agreement and desire to continue funding such activities without interruption; and

WHEREAS, the parties intend that eligible costs incurred and activities undertaken on or after July 1, 2026, and otherwise consistent with the terms of this Agreement, may be reimbursed and funded under this Agreement; and

WHEREAS, it is the intent of the Authority that Measure A funds allocated to the Consolidated Transportation Services Agency Program continue to be used in a manner consistent with the Measure A Ordinance and Expenditure Plan, and that the transition between the prior agreement and this Agreement not disrupt the delivery of transportation services to seniors and persons with disabilities; and

NOW, THEREFORE, THE AUTHORITY AND ENTITY AGREE AS FOLLOWS:

1. Effective Date and Retroactivity. This Agreement shall become effective upon full execution by both parties. Notwithstanding the date of execution, the parties agree that the terms of this Agreement shall apply retroactively to July 1, 2026. Eligible expenditures incurred on or after July 1, 2026, that otherwise comply with the requirements of this Agreement, may be reimbursed from funds allocated pursuant to this Agreement.
2. Purpose. The purpose of this Agreement is to:
 - a. Provide for the transfer by the Authority to Entity of Measure 'A' sales tax revenue from the Consolidated Transportation Services Agency Program for the Projects described in Section 2.
 - b. Set forth Entity's obligations with respect to the receipt and expenditure thereof.
3. Description of Projects (see Attachment A for additional details). The Projects funded by this Agreement are as follows:
 - a. Signal System improvements at 29th Street and 30th Street
 - b. Operator Barrier Replacement
4. Definitions. Unless the context otherwise requires, as used in this Agreement, the following terms shall have the following meanings:
 - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. "Board" means the Governing Board of the Sacramento Transportation Authority.

- c. “Grant” means financial assistance provided by Authority for the particular purpose of providing funding to the Consolidated Transportation Services Agency with limited involvement by the Authority.
 - d. “Measure A” or “Ordinance” means Sacramento Transportation Authority Ordinance No. STA 04-01.
 - e. “Consolidated Transportation Services Agency” means the Authority’s support for mobility services provided to the senior and disabled population throughout Sacramento County
- 5. Amount of Allocation and Period of Expenditure. Funding in the amount of \$129,602 (as of 6/30/2026) is available to Entity under this agreement for expenditure on the Projects. This sum is available to and shall be claimed by Entity prior to December 31, 2028. The balance of these funds is held at the County of Sacramento in a separate fund and earns interest; the Authority will pay out the remainder of the interest as it is earned to the Entity. Expenses incurred prior to December 31, 2028, will be eligible for reimbursement. The final invoice shall be submitted within 60 days of December 31, 2028.
- 6. Compliance. The use and expenditure of sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this Agreement, and all other applicable contractual and legal requirements. In the event of non-compliance by Entity, the Authority reserves the right to withhold funding, cancel funding, seek repayment of sums previously disbursed under this Agreement and/or other appropriate action.
- 7. Entity Certifications. Entity certifies that CTSA funding shall supplement, and not supplant, local resources otherwise dedicated to mobility services for seniors and persons with disabilities.
- 8. Disbursement of Revenues.
 - a. Disbursements of revenue pursuant to this Agreement are awarded as grants.
 - b. Claims for payment shall be submitted no more often than monthly and no less often than semi-annually.
 - c. All claims shall be approved by Entity’s Project Manager prior to submission to Authority.
- 9. Reporting.
 - a. Entity shall submit Capital Project Status reports in approved Authority format semi-annually. For a Capital Project with multiple phases or segments, a separate Capital Projects Status report for each phase or segment shall be required if the phase or

segment has a separate environmental document, final design PS&E, or construction contract. At the discretion of the Authority Executive Director, consolidation of these reports may be allowed. Information in the Capital Project Status report shall include:

- i. Total anticipated project cost
 - ii. Amount funded to date
 - iii. Expenditures by quarter
 - iv. Project status
- b. Capital Project Status reports will be due to the Authority thirty (30) days after the end of June 30 and December 31. Information in the Capital Project Status report shall also include the Capital Project work performed during the reimbursement period.
- c. At least annually and at the request of the Authority Executive Director, a representative from the entity shall provide a presentation on the status of the CTSA funded activities under this contract during a regularly scheduled meeting of the Authority Governing Board and/or the Independent Taxpayer Oversight Committee (ITOC).

10. Audits.

- a. Authority staff will review payment claims on a selected basis.
- b. Annual audits of the Authority, as a whole, will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures may also be audited.
- c. Claims found to have inadequate supporting documentation may be denied by the Authority Executive Director. Funds spent for any expenditures found to be in noncompliance with this Agreement may be withheld from future payments until the noncompliance is corrected or the funds are repaid to the Authority. The Board shall reallocate any funds so withheld for other Consolidated Transportation Services Agency projects.

11. Designation of Project Manager. Entity shall designate a Project Manager who shall be the responsible representative of Entity to Authority staff regarding administration of this Agreement.

12. Signs. Entity shall clearly identify that the project is funded with Measure A funds including on the entity's website or other material provided to the public. When a CTSA project is completed and open for public use, Entity shall post reflective signage stating, "MEASURE A, YOUR TRANSPORTATION DOLLARS AT WORK". Public Information Signage shall be in substantial compliance with this signage depicted in Attachment A as determined by the Authority.

13. Indemnity and Hold Harmless. Entity shall indemnify, defend, and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this Agreement by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Agreement as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By:

Dated:

Kevin Bewsey, Executive Director

SACRAMENTO REGIONAL TRANSIT DISTRICT

By:

Dated:

Henry Li, General Manager