

Board of Directors
NATALIE ARROYO
City of Eureka
REX BOHN
County of Humboldt
STEVE LADWIG
City of Trinidad
TIMOTHY MARKS
City of Rio Dell
PAUL PITINO
City of Arcata
TAMI TRENT
City of Fortuna
MIKE WILSON
County of Humboldt

HTA Board Staff
GREG PRATT
General Manager
BRENDA FREGOSO
Secretary to the Board



Humboldt Transit Authority
Governing Board of Directors
HTA Conference Room - 133 V Street Eureka
AGENDA

Wednesday, January 24, 2018

9:00 AM

Regular Meeting

A. Call Meeting To Order

B. Roll Call & Introductions

C. Community Members Communication

Members of the community are invited to comment on items or issues not on the agenda.

D. Special Presentations

1. Proclamation of Outstanding service for HTA Driver
Meeting handout

E. Consent Calendar

By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the consent calendar upon request and will be heard separately.

1. Minutes from the December 21, 2017 Regular Board Meeting Page 03
Recommend: Approve minutes
Attachments: December minutes
2. November 2017 statistics and financial statements for all systems operated by HTA Enclosed
Recommend: Receive and file
3. CAE Transport Maintenance Contract Page 05
The maintenance contract between HTA and CAE is up for renewal. HTA Staff is requesting to renew the contract for a one-year term.
Action Recommended: 1.) Approve the Agreement Between CAE Transport, Inc. and Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services and 2.) Authorize the General Manager to execute all required documents.
Attachments: Contract Enclosed

F. Items Removed from Consent Calendar

G. Old Business

1. Tish Non-Village Transit Farebox Recovery Ratio

Meeting Handout

Staff will update the board on the status of public transportation for the residents of Tish Non-Village, Fernbridge, and Loleta.

Action Recommended: Review, Discuss, and Direct Staff if Appropriate

Attachments: None

H. New Business

1. State of Good Repair Projects for 2017/18

Page 11

Board authorization is needed to apply for State of Good Repair Funds. Staff is requesting \$127,762 for projects that will improve current vehicles and facilities in the region.

Action Recommended: Authorize staff to submit applications for State of Good Repair Funds to the Humboldt County Association of Governments in the amount of \$127,762 by Adopting Resolution 18-01.

Attachments: Authorized Agent Form, Certifications & Assurances, and Resolution 18-01

I. Board Reports

J. Department Reports

K. Adjournment

Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.

Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

December 20, 2017

ROLL CALL

PRESENT

Board Members

Tami Trent, City of Fortuna

Rex Bohn, County of Humboldt

Paul Pitino, City of Arcata

Natalie Arroyo, City of Eureka

Steve Ladwig, City of Trinidad

Mike Wilson, County of Humboldt

ABSENT

Tim Marks, City of Rio Dell

Staff

Greg Pratt, General Manager

Alene Webb, Finance Manager

Brenda Fregoso, Secretary to the Board

Karen Wilson, Manager of Operations

Consuelo Espinosa, ADA Specialist

Jim Wilson, Director of Maintenance

Also in attendance were; Nancy Diamond, HTA Legal Counsel; Catherine Sundquist, City Ambulance.

CALL TO ORDER

Chairperson Arroyo called the meeting to order at 9:02 a.m.

COMMUNITY MEMBERS COMMUNICATION

None

CONSENT CALENDAR

By motion, recommended the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.

Motion by Supervisor Bohn, second by Councilmember Trent to approve the Consent Calendar.

Motion carries unanimously

1. Minutes from the October 27, 2017 Regular Board Meeting

Action Recommended: Approve minutes

2. October 2017 statistics and financial statements for all systems

Action Recommended: Receive and File

3. County Auditor: Authorized Signatures

Board authorization is needed to designate signatories to access the treasury account funds held by them.

Recommend: Sign the interoffice memo of authorization requested by the County of Humboldt Auditor – Controller

Items Removed from the Consent Calendar

None

OLD BUSINESS

None

NEW BUSINESS

1. Tish Non-Village

The board reviewed the current operating statistics for the Tish Non-Village transit and discussed possible solution for meeting the minimum requirements.

General Manager Greg Pratt gave the board an update on the service in Southern Humboldt and the TDA regulations.

2. Elections of Officers

At the beginning of the year, new officers are elected to the following positions:

Chair, Vice-Chair, and Finance and Operations Committee.

The HTA Chair also serves on the Policy Advisory Committee for HCOAG.

Current Positions:

Chair: Councilmember Arroyo, Vice-Chair: Councilmember Pitino

Finance and Operations Committee: Supervisor Bohn, Supervisor Wilson and Councilmember Trent.

Motion by Supervisor Bohn and second by Councilmember Pitino to nominate all current members to remain as is for the 2018 calendar year.

The board unanimously agreed.

The following members remain to serve on the Finance and Operation Committee by unanimous vote:

Chair: Supervisor Bohn, Chair –Supervisor Wilson – Vice-Chair and Councilmember Trent

Board Reports

None

Department Reports

General Manager Greg Pratt gave the board an update on:

“W” street, Southern Humboldt and upcoming potential transit changes, and Consolidating ETS with HTA.

Meeting adjourned at 9:35 a.m.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: January 24, 2018

SUBJECT: Agreement Between CAE Transport Inc. (CAE) and Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services

Currently the Maintenance Department performs maintenance on 43 of HTA owned buses and vehicles, 7 City of Eureka buses, 9 City of Arcata buses and vehicles, and 13 HCOE buses.

On July 1, 2017, HTA entered into a contract with City Ambulance of Eureka to provide maintenance and repair services to 17 vehicles used the Dial-A-Ride (DAR) program. Because of anticipated changes with their agency structure, the term was limited to six months.

HTA staff would like to enter into a one-year maintenance agreement with CAE Transport. The only modifications from the previous contract is the name change from City Ambulance of Eureka, Inc to CAE Transport, Inc. and their signatory has changed.

~Contract Enclosed

Action Recommended: 1.) Approve the Agreement Between CAE Transport, Inc. and Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services and 2.) Authorize the General Manager to execute all required documents.

**AGREEMENT BETWEEN
THE HUMBOLDT TRANSIT AUTHORITY AND
CAE TRANSPORT, INC.
TO PROVIDE MAINTENANCE, AND REPAIR SERVICE**

THIS AGREEMENT, made in Eureka, California, and effective January 1, 2018, by and between CAE Transport, Inc., a California corporation doing business as Humboldt Dial-a-Ride, hereinafter referred to as “CAE,” and the Humboldt Transit Authority, a joint powers authority, hereinafter referred to as “HTA.”

WHEREAS, CAE provides Dial-a-Ride transportation services in the Humboldt County region under a separate agreement with HTA; and

WHEREAS, CAE desires to contract with HTA for regular maintenance services and repairs of eleven (11) DAR vehicles; and,

WHEREAS, HTA desires and has the capacity to provide regular maintenance service for the CAE DAR vehicles; and,

WHEREAS, HTA possesses the power under California Government Code Section 6502 and the joint exercise of powers agreement under which it is constituted to provide such services and receive payment therefore.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations contained herein, the parties agree as follows:

1. Operation and Management. HTA is hereby engaged by CAE to provide regular preventive maintenance inspections, maintenance and repair service, tune-ups, and repairs, for eleven DAR vehicles as hereinafter provided.
2. Term. Service under this contract will begin on January 1, 2018, and continue until June 30, 2019.
3. Personnel, Independent Contractor. HTA shall at all times provide sufficient personnel to render the preventive maintenance inspection, maintenance, and repair service as provided for herein. HTA shall hire, supervise, and discharge all personnel involved in the inspection, maintenance, and repair service as provided herein. HTA shall make all reasonable efforts to insure that maintenance personnel are thoroughly qualified. HTA shall compensate all personnel, and shall pay all state, federal, and local employment taxes and any benefits or other compensation due said personnel by virtue of their employment. It is expressly understood that the relationship between CAE and HTA shall be that of independent contractor and that the relationship of employer and employee shall exist only between HTA and said personnel. HTA shall, at its own expense, maintain Workers' Compensation Insurance to cover all personnel during their employment by HTA.

4. Shop Hours. HTA shall maintain a local maintenance shop within its own facility. The shop shall remain open 4:30 a.m. to 12:00 p.m., Monday through Friday and 7:00 a.m. to 9:00 p.m., Saturday, and Sunday except holidays.
5. Maintenance: HTA shall service and maintain all CAE vehicles used in the DAR operation and shall at all times keep the vehicles in a neat and clean condition while they are at HTA's facility. Said equipment shall be maintained in accordance with the maintenance specifications as specified by the manufacturer and to the satisfaction of the California Highway Patrol. HTA shall provide, at the per hour price plus parts as specified in this Agreement, the following maintenance services: periodic lubrication of the vehicle chassis, steam cleaning the engine compartment, providing tools for maintenance, misc. small parts (nuts bolts screws) and chassis lube (the "Included Maintenance").
6. Other maintenance and repairs. HTA may conduct such other maintenance and repairs as requested by CAE from time to time, depending on the availability of HTA resources. In addition, HTA shall keep such maintenance records as requested by CAE in writing. Such records shall include records of all maintenance, repairs and checks performed on vehicles, listed according to date, mileage, and/or engine hours. HTA shall maintain records showing total maintenance costs and labor time.
7. Road Calls. HTA shall provide roadside repairs for CAE DAR vehicles. Except as expressly set forth in this Agreement, roadside service will be limited to the DAR service area. HTA may elect to perform roadside repairs for CAE DAR vehicles outside of the DAR service area, as CAE may request from time to time, but the decision to perform any such repairs shall always be at HTA's sole discretion. HTA shall keep records of road calls including all repairs performed on vehicle during such road call. One DAR vehicle will be parked at HTA facility at all times for vehicle switch outs.
8. Annual California Highway Patrol Terminal Inspection. HTA shall provide comprehensive maintenance records and support personnel, as well as any other maintenance related documentation required for a California Highway Patrol annual terminal equipment inspection. Personnel records, such as driver licenses; drug testing records; medical examinations; etc., which are required by said annual inspections, will be maintained by the CAE.
9. Inability to Perform. The parties hereto shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, other acts of natural causes, explosion, strike, war, insurrection, riot, acts of any government, and/or other causes similar to the foregoing which are beyond the control of, and not the fault of the party claiming excuse of performance hereunder; provided, however, the party claiming excuse of performance hereunder shall, within five (5) days after such party has notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse of performance under this paragraph. In the event HTA is excused from performing its obligations hereunder for any of the aforesaid reasons, CAE may, at CAE's

absolute discretion, perform all such obligations itself without liability to HTA therefore.

10. Equal Employment Opportunity. HTA shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, political belief, or physical handicap.
11. No Assignment. Neither party shall assign, transfer, or otherwise substitute its interest in this Agreement or its obligation hereunder without the written consent of the other.
12. Compensation (Included Maintenance). CAE agrees to pay HTA for the performance of the Included Maintenance set forth in this Agreement in the amount of \$82.00 per hour plus parts (parts at cost) per vehicle serviced.
13. Compensation (Other Maintenance and Repairs). CAE agrees to pay HTA for the performance of any maintenance or repairs not specifically included within the definition of Included Maintenance at the rate of \$82.00 per hour plus parts. Road calls will be charged to CAE at the road call flat rate of \$100 plus \$82 per hour plus parts during regular business hours (8 am to 4:30 pm) and at the road call flat rate of \$100 plus \$100 per hour plus parts after regular business hours. Time billed for each road call will be calculated based upon elapsed time between (1) when HTA's personnel leaves HTA's facility to respond to such road call, and (2) when HTA's personnel returns to HTA's facility after responding to such road call. Any road calls outside of the DAR service area shall be subject to additional fees, in addition to the fees set forth in the foregoing sentences, as reasonably determined by HTA on a case by case basis. HTA will notify CAE of any repairs exceeding \$1000.00 for approval.
14. Outside Repairs. HTA will be the primary contact for all maintenance and repairs and shall be notified by CAE of any planned outside repairs. HTA will be given repair documents from CAE for repairs not performed by HTA for record. HTA will not be held responsible or liable for maintenance or repairs not performed by HTA.
15. Termination Without Cause. The parties hereto at any time shall have the option to terminate this Agreement without cause by giving written notice thereof to the other party not less than fifteen calendar days prior to the effective date of such termination, which effective date shall be set forth in said notice. In the event of termination hereunder, further respective obligations of the parties hereto shall cease as of the effective date of termination except for the obligation of CAE to pay HTA for services rendered prior to the termination date.
16. CAE to Hold HTA Harmless. CAE shall hold HTA and its officers, agents, and employees harmless from any liability for damages or claims for damages resulting or alleged to have resulted from personal injury, including death, as well as from liability for claims for property damages, including loss of the use thereof, which may arise or are claimed to arise or be occasioned in anyway, in whole or in part, from CAE's use of HTA's facility, and use of HTA's vehicle maintenance and repair services pursuant to this Agreement, except where caused by the sole negligence or willful misconduct of HTA.

CAE shall further, at CAE's expense, defend HTA and its officers, agents and employees from any claims, actions or suits for any damages or loss whatsoever, caused or alleged to have been caused from the failure of CAE 's vehicles to be adequately designed and constructed for the intended purpose, and shall pay or satisfy any judgments rendered against any such entity as a result of such claims, actions or suits.

17. Amendment. This Agreement may be amended or modified only by a written agreement signed by both parties.
18. Waiver. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by both parties. The provisions of this paragraph may not be waived except as herein set forth.
19. Notices. All notices herein required shall be in writing and delivered in person or sent by United States mail, postage prepaid to the following addresses:

Notices to HTA shall be addressed as follows:
General Manager
Humboldt Transit Authority 133 V Street
Eureka, CA 95501-0844

Notices to CAE shall be addressed as follows:
City Ambulance of Eureka
135 W 7th St
Eureka, CA 95501

20. Supersedes Previous Agreements. With the exception of indemnity, hold harmless, and insurance obligations of prior agreements between the parties or their predecessors in interest, this Agreement supersedes any and all other agreements between the parties concerning the subject matter of this Agreement. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.
21. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the respective parties and their legal representatives, successors, assigns, except as provided above.
22. Attorney's Fees. If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, this Agreement is made effective on the date first above written.

CITY AMBULANCE OF EUREKA

By: _____
Catherine Sundquist, Chief Operating Officer
135 W. 7th Street, Eureka, CA 95501
707-445-4907 ext. 405 Fax 707-442-5903
CSundquist@cityambulance.com

Date: _____

HUMBOLDT TRANSIT AUTHORITY

By: _____
Greg Pratt, General Manager

Date: _____

Approved as to form:

Nancy Diamond, General Counsel



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: January 24, 2018

SUBJECT: State of Good Repair Projects for 2017/18

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the State of Good Repair program. This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects.

The SGR Program is funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR Program. In collaboration with the SCO, the California Department of Transportation (Department) is tasked with the management and administration of the SGR Program. These funds will be allocated under the State Transit Assistance (STA) Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half of the funds are allocated according to population and half according to transit operator revenues.

In November of last year, HCAOG announced a call for projects to the regions operators for SGR funds. The Service Coordination Committee and the Technical Advisory Committee reviewed the projects and recommended their approval to the HCAOG board. On December 11, 2017 the HCAOG board approved the following projects for the Humboldt Transit Authority:

\$19,775	Bus Shelter Solar Lighting
\$74,905	Automatic Passenger Counters (Including Eureka and Arcata Transit)
\$33,082	Maintenance & Repairs (For the <i>Region's</i> Paratransit Fleet)

Action Recommended: Authorize staff to submit applications for State of Good Repair Funds to the Humboldt County Association of Governments in the amount of \$127,762 by Adopting Resolution 18-01.



**Division of Rail and Mass Transportation
State Transit Assistance State of Good Repair Program
Authorized Agent Form**

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Greg Pratt, General Manager OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent) OR

(Name and Title of Authorized Agent)

AS THE Chair
(Chief Executive Officer / Director / President / Secretary)

OF THE Humboldt Transit Authority Governing Board of Directors
(Name of County/City Organization)

Natalie Arroyo _____ HTA Board Chair
(Print Name) (Title)

(Signature)

Approved this 24th day of January, 2018

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: Humboldt Transit Authority

Effective Date: January 24, 2018

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

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

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

AGENCY NAME

BY: _____
Natalie Arroyo,
Chair of the Humboldt Transit Authority Governing Board of Directors

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

ATTACHMENT I

RESOLUTION # 18-01

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, the Humboldt Transit Authority is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the Humboldt Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to the General Manager

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Humboldt Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Manager be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

AGENCY BOARD DESIGNEE:

BY: _____