

Board of Directors
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County of Humboldt
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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 – REVISED 3/24/18

Wednesday, March 28, 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

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 February 28, 2018 Regular Board Meeting Page 03
Action Recommended: Approve minutes
Attachments: February 28, 2018 minutes
2. January 2018 statistics and financial statements for all systems operated by HTA Enclosed
Action Recommended: Receive and file
3. Amendment Number Seven to Lease: New Cingular Wireless Enclosed
An amendment to the contract is needed (contract enclosed) for any additions, modifications or changes of use of space on the Tower and must be first subject to a fully executed amendment to the Lease by both parties.
Action Recommended: Approve Amendment Number Seven between the Humboldt Transit Authority and New Cingular Wireless.
Attachments: Proposed changes from PWM Inc.
4. Amendment No. 1 to Design Build Contract for HTA Bus Facility and Solar Photovoltaic System Page 06
Board authorization is needed to amend the Design-Build Contract between McKeever Energy & Electric Inc., and the Humboldt Transit Authority for a bus facility solar photovoltaic system
Action Recommended: Approve Amendment Number one to the Contract between the Humboldt Transit Authority and McKeever Energy & Electric, Inc and authorize the General Manager to sign.
Attachments: Amendment No.1

F. Items Removed from Consent Calendar

G. Old Business

H. New Business

1. Establish Board Meeting Process Guidelines

Discuss expectations of the Board and Staff at HTA monthly meetings.

Action Recommended: Discuss and make recommendations to the chair

2. Responses to the 2016/17 Fiscal and Compliance Audit

During the board's regular February 2018 meeting the 2016/17 Fiscal and Compliance Audit was presented. The board directed staff to prepare the necessary responses to the entity affected by the audit findings. Those responses are included in this packet for the board's final review.

Action Recommended: Review staff's responses to the Fiscal and Compliance Audit, if approved direct staff to send those responses to the entity affected by those findings.

Page 12

4. Earth Day April 22, 2018

Staff would like to discuss promoting Earth Day to the Board on the Redwood Transit System.

Action Recommended: Discuss and direct staff if necessary

5. Low Carbon Transit Operators Program (LCTOP) Grant

Staff is recommending submitting an application to LCTOP to apply for funds available to our region for transit improvement projects.

Action Recommended: Adopt resolution 18-03 authorizing application for LCTOP grant funds and authorize the General Manager to execute all required documents of the LCTOP.

Enclosed

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

February 28, 2018

ROLL CALL

PRESENT

Board Members

Tami Trent, City of Fortuna

Rex Bohn, County of Humboldt

Mike Wilson, County of Humboldt

Steve Ladwig, City of Trinidad

Paul Pitino, City of Arcata

Natalie Arroyo, City of Eureka

ABSENT

Tim Marks, City of Rio Dell

Staff

Greg Pratt, General Manager

Jim Wilson, Director of Maintenance

Karen Wilson, Manager of Operations

Consuelo Espinosa, ADA Specialist

Brenda Fregoso, Secretary to the Board

Alene Webb, Finance Manager

Also, in attendance were: Nancy Diamond, HTA Legal Counsel; Jaison Chand, CAE Transport; Oona Smith, HCAOG.

CALL TO ORDER

Chairperson Arroyo called the meeting to order at 9:00 a.m.

COMMUNITY MEMBERS COMMUNICATION

None

SPECIAL PRESENTATION

1. HCAOG: Public transit branding presentation

Oona with HCAOG gave the board information on branding on all HTA systems. She informed the board that HCAOG is exploring phases 3 & 4 from the Regional Transit Marketing and Unified Branding Plan. Also mentioned is that committees, SSC & SSTAC is still working on this item and this item will be placed on a future agenda.

2. LSC Transportation Consultants, Inc.: Presentation of the Transit Development Plan

The Humboldt County Transit Development Plan 2017-2022 was handed out to all board members.

Salena McKinney with LSC Transportation Consultants, Inc. gave the board a presentation on the final TDP that was presented to HCAOA in November 2017.

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 Chairperson Arroyo, second by Supervisor Wilson to approve the Consent Calendar with the amendment to remove item 2.

Motion carries unanimously

1. Minutes from the January 24, 2018 Regular Board Meeting

Action Recommended: Approve minutes

2. Humboldt Transit Authority's Drug & Alcohol Policy

Because of changes to the Federal Regulations 49 CFR Part 40, a revised Humboldt Transit Authority Drug & Alcohol Policy is need to stay in compliance.

Action Recommend: Approve amendment to Humboldt Transit Authority's Drug & Alcohol policy by adopting Resolution 18-02.

Items Removed from the Consent Calendar

3. December 2017 statistics and financial statements for all systems

Action Recommended: Receive and File

OLD BUSINESS

1. Status of Solar Project

Nate McKeever with McKeever Energy & Electric gave the board an update on the progress made preparing the facility to charge electric buses and vehicles.

NEW BUSINESS

1. 2016/2017 Fiscal & Compliance Audit

Pursuant to the Transportation Development Act Section 99260; the California Administrative Code; and, the rules and regulations of the Humboldt County Association of Governments, the Humboldt Transit Authority is audited on an annual basis to determine compliance with the same. The audit is conducted in accordance with Government Auditing Standards issued by the Controller General of the United States and the provisions of Office of Management and Budget Circular A-128, Audits of the State and Local Government, to obtain reasonable assurance about whether the financial statements are free of material misstatement. A representative from the firm Anderson, Lucas, Somerville, & Borges is present at this meeting to review the audit and answer any question from the board members.

Barbara Guest from the firm Anderson, Lucas, Somerville & Borges was present and addressed the 2016/2017 audit with the board. Barbara Guest reviewed highlights as well as issues that were noted during the course of the audit.

Motion my Chairperson Arroyo, second by Supervisor Wilson to review and receive the 2016/2017 audit and direct staff to send the necessary responses.

Motion carries unanimously

2. Proposed Fare Increase for Redwood Transit System

Due to the continuing increase to the transit systems' operating costs, staff is proposing a fare increase for all systems.

General Manager Greg Pratt gave the board information and a handout on the purposed rate increases for RTS to be effective July 1, 2018.

Motion by Councilmember Ladwig, second by Councilmember Pitino to approve the proposed fare increase for Redwood Transit System and recommend to the Humboldt County Board of Supervisors to increase fares as proposed to Willow Creek, Southern Humboldt, and Tish Non-Village beginning July 1, 2018.

3. Dial-A-Ride/Route Math Reports

Staff has accumulated ridership reports from the DARR software program that will help determine percentages each entity contributes.

General Manager Greg Pratt handed out Dial-A-Ride/Route Match Reports to all board members. He gave the board information on contribution by registered users for the service areas. This item will be continued as future agenda items moving forward into 2019 including other HCAOG committees.

Board Reports

None

Department Reports

None

Meeting adjourned at 10:58 a.m.



133 V Street
Eureka, CA 95501

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: March 28, 2018

SUBJECT: Amendment No. 1 to Design Build Contract for HTA Bus Facility and Solar Photovoltaic System

**AMENDMENT No. 1 TO
DESIGN-BUILD CONTRACT FOR HUMBOLDT TRANSIT AUTHORITY BUS FACILITY SOLAR PHOTOVOLTAIC
SYSTEM**

On January 18, 2017 the HTA board signed an agreement with McKeever Energy & Electric Inc. to design, fabricate, deliver, install, operate, and maintain a Solar Photovoltaic System. Out of that effort, McKeever Energy & Electric partnered with HTA and the Schatz Energy Research Center (SERC) to develop project phases and planning in an effort to achieve HTA's goals (summarized below). Each phase and or goal will involve the pursuit of grant and or similar funding packages. Staff has worked with HTA Legal Counsel to update the scope of work (see below) with Amendment No. 1, attached.

Phase 3 (Completion no later than June 30, 2019)

Upgrade meter main service to ~2000 Amps at 480 Volts.

Install cut-over.

Install first EV bus charger for single Proterra bus.

Prepare concept plan to upgrade the HTA's campus electrical infrastructure to power four additional electric buses using solar, solar+, and/or microgrid infrastructure and complete construction activities; develop design/build budget inclusive of PG&E's fees for installation of following:

~97 kW turn-key roof-top solar PV system on main/admin building existing roofs.

~139 kW turn-key solar PV carport.

~25 kW turn-key roof-top solar PV system on storage building.

Install future conduits for completion of Phase 5.

Phase 4 (Completion by June 30, 2024)

Complete design and installation of

~97 kW turn-key roof-top solar PV system on main/admin building existing roofs.

~139 kW turn-key solar PV carport.

~25 kW turn-key roof-top solar PV system on storage building.

Complete design and installation of microgrid and energy storage (Tesla batteries, or equivalent) on-site for resiliency in emergencies and rate arbitrage (buying power at a low price and storing it to sell at a higher price).



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Connect entire HTA campus to one meter.
Complete installation of 4 additional EV bus chargers.

Action Recommended: Approve Amendment Number one to the Contract between the Humboldt Transit Authority and McKeever Energy & Electric, Inc and authorize the General Manager to sign.

**AMENDMENT No. 1 TO
DESIGN-BUILD CONTRACT FOR HUMBOLDT TRANSIT AUTHORITY BUS FACILITY
SOLAR PHOTOVOLTAIC SYSTEM**

This is an amendment (“Amendment”) to that certain Agreement by and between the Humboldt Transit Authority, (“HTA”) and McKeever Energy & Electric, Inc., (“Designer/Builder”), entitled *Design-Build Contract For Humboldt Transit Authority Bus Facility Solar Photovoltaic System 133 V Street, and 2223 2nd Street Eureka, CA*, effective January 13, 2017, and subject to Addendum No. 1, dated February 15, 2017 (collectively referred to as the “Agreement”). This Amendment No. 1 is made effective on _____, 2018.

RECITALS

WHEREAS, pursuant to the Agreement, Designer/Builder delivered a “HTA Energy Master Plan: Technical Memo” (“Energy Master Plan”), which provides a pathway to further analyze, design, develop and install a microgrid system capable of supporting up to five electric buses by solar power;

WHEREAS, HTA has purchased one electric bus with expected delivery by the end of 2018, and is working with the Designer/Builder to design and timely install the infrastructure needed to charge this first electric bus;

WHEREAS, the parties desire to amend the Agreement to provide for the installation, in phases, of solar infrastructure that will power up to five total electric buses, subject to the availability of grant funding.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. Exhibit A, Scope of Work, is replaced in its entirety with Exhibit A-1, attached hereto and incorporated herein. The HTA General Manager may make reasonable changes to the Scope of Work implementation phasing and specific tasks, consistent with the overall purposes of designing, installing and operating a solar PV system and/or microgrid to power the HTA facility and up to five electric buses.
2. Section 3, Proposals and Compensation, is replaced in its entirety with the following:

“3. Proposals & Compensation. As full compensation for Designer/Builder's complete and satisfactory performance of the work and activities described in the Contract Documents, HTA agrees to pay Designer/Builder, and Designer/Builder agrees to accept payment based on the schedule set out in Exhibit A-1, which shall be paid to the Designer/Builder according to the Contract Documents. Payment for services, and completion of specific Work items is dependent on HTA acquiring grant or other appropriate financing.”
3. Section 5, Time for Completion, is replaced in its entirety with the following:

“5. Time for Completion. All Work shall be completed within the time schedule set forth in the Scope of Work, Exhibit A-1.
4. General Conditions, Section 20, Modifications of Contract, Subsection (a), *Changes in Work*, is replaced with the following (subsections 20(b) – (e) of Section 20 are unchanged):

“a. Changes In Work:

1) The HTA, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work (“Modifications”), may order extra materials and extra work in connection with the performance of the Contract, and the Designer/Builder shall promptly comply with such orders.

2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Designer/Builder’s schedule of values and the price for allowances, if any. Except as provided by law, the HTA General Manager may approve any change order that increases a cost amount stated in the Contract, provided that committed grant funding to HTA or funding otherwise appropriated in the HTA budget exists to fund the increased amount.

3) In the case of a disputed work item, the HTA may direct the Designer/Builder to perform the disputed work at no additional cost to the HTA on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Designer/Builder maintains that the disputed work represents a modification to the Contract, Designer/Builder may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Designer/Builder shall promptly and fully comply with the HTA’s directive. Designer/Builder’s failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, HTA may, at its sole discretion, hire another Designer/Builder and/or use its own forces to complete the disputed work at Designer/Builder’s sole expense, and may deduct the cost of such work from the Contract price.”

5. Change Orders. Change Orders Numbered 1-28, are hereby ratified.

6. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 effective as of the date indicated above.

HTA:

Designer/Builder

Greg Pratt, General Manager

Nathan McKeever,

Date:

Date:

Approved as to Form:

Designer/Builder License No and Expiration:
CA C-10 985286

Nancy Diamond, HTA Legal Counsel

EXHIBIT A-1
Scope of Work and Estimated Cost
(HTA EV Charging Station Microgrid Project)

Phases 1-2 (Completed)

- Upgrade HTA campus security system and security infrastructure.
- Retrofit all existing lighting to LED (low energy fixtures) and add LED exterior lighting fixtures for better security.
- Power maintenance shop with sun, thus removing PG&E costs for that meter.
- Develop HTA Master Energy Plan and campus sketch.
- Develop high-level costs report for purposes of applying grant funding.

Phase 3 (Completion no later than June 30, 2019)

- Upgrade meter main service to ~2000 Amps at 480 Volts.
- Install cut-over.
- Install first EV bus charger for single Proterra bus.
- Prepare concept plan to upgrade the HTA's campus electrical infrastructure to power four additional electric buses using solar, solar+, and/or microgrid infrastructure and complete construction activities; develop design/build budget inclusive of PG&E's fees for installation of following:
 - ~97 kW turn-key roof-top solar PV system on main/admin building existing roofs.
 - ~139 kW turn-key solar PV carport.
 - ~25 kW turn-key roof-top solar PV system on storage building.
- Install future conduits for completion of Phase 5.

Phase 4 (Completion by June 30, 2024)

- Complete design and installation of
 - ~97 kW turn-key roof-top solar PV system on main/admin building existing roofs.
 - ~139 kW turn-key solar PV carport.
 - ~25 kW turn-key roof-top solar PV system on storage building.
- Complete design and installation of microgrid and energy storage (Tesla batteries, or equivalent) on-site for resiliency in emergencies and *rate arbitrage* (buying power at a low price and storing it to sell at a higher price).
- Connect entire HTA campus to one meter.
- Complete installation of 4 additional EV bus chargers.

TASK	ESTIMATED COST
Phase 3: Installation of Meter Main Service, Cut-over and 1 st EV Bus Charging Station	\$ 98,000
Phase 4: ~97 kW Turn-key rooftop solar PV system on Main Building	\$316,000
Phase 4: ~25 kW Turn-key rooftop solar PV system on storage building	\$84,000
Phase 4: ~139 kW Turn-key rooftop solar PV carport	\$700,000
Phase 4: Installation of 4 EV Bus charging Stations	\$33,000
Phase 4: Energy Storage	\$300,000
Total Estimated Cost	\$1,627,653

Notes: Completion of tasks is dependent on HTA's acquisition of W street.
Timeline for completion of tasks is dependent on acquisition of funding.



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TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: March 28, 2018

SUBJECT: Responses to the FY 2016/17 TDA Fiscal and Compliance Audit

This is to acknowledge the management letter (attached) of December 18, 2017, from Anderson, Lucas, Somerville, & Borges, LLP the certified public accounting firm who performed the audit. Staff has reviewed the Report on Audit of the Humboldt Transit Authority for the Year Ended June 30, 2017, and related comments regarding their findings. The following represents our recommended response to the same:

CURRENT YEAR FINDINGS

1. Compliance with TDA Fund Eligibility

Finding: Excess operating funds received. Because HTA was successful in receiving State and Federal Grants, there was \$115,567 in excess TDA operating funds for the Willow Intercity Bus System, the Southern Humboldt Intercity & Local Bus Systems, and the McKinleyville/Arcata Dial-A-Ride.

Solution: I have communicated this with representatives from the County, Arcata, and HCAOG about following the auditor's solution (c) for HTA to repay the excess TDA funds to the Transportation Planning Agency (HCAOG) on demand. HCAOG will make available the following:

County of Humboldt \$113,383
City of Arcata \$2,184

2. Non-Compliance with TDA Minimum Farebox Recovery Ratios

Finding: Per TDA Code Section 99268.8, minimum Farebox Recover Ratios compliance testing for the two Southern Humboldt routes began for the year ended June 30, 2013. Southern Humboldt Local route is required to maintain a farebox ratio of 10%. According to the auditors calculations, farebox recover for the Southern Humboldt Local route was 9.71% and did not meet the minimum 10% for June 30, 2017. If an operator fails to maintain its required fare box ratio for two fiscal years, (not necessarily consecutive years), the TDA/ST A allocation will be reduced during a subsequent penalty year by the amount of the difference between the required fare revenues and the actual fare revenues received in the second year of non-compliance. In this fiscal year, which is the noncompliance year, there is no change in eligibility since all operators are allowed one grace year for a first time failure to meet a required fare box recovery ratio.

Solution: Staff is working with the Southern Humboldt community and Supervisor Fennell to fold the Local bus service into the Intercity System and adding weekends. Also, the HTA board recommended to the County Board of Supervisors to raise fares on the systems we operate for them.

Action Recommended: 1. Review and discuss. 2. If approved, direct staff to notify the affected member entities.



ANDERSON, LUCAS, SOMERVILLE & BORGES, LLP

CERTIFIED PUBLIC ACCOUNTANTS

ART STEWART (1945-1964)
RICHARD RODRIGUE (1950-1985)
DAVID L. SOMERVILLE (1971-1982)
DONALD L. HARRIS (1962-1994)
EUGENE B. LUCAS (1950-2013)
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KEITH D. BORGES
BARBARA J. GUEST
RITA CHISM
VANESSA ANDERSON, F.A.
DAVID A. SOMERVILLE, INACTIVE

December 18, 2017

Board of Directors
Humboldt Transit Authority
133 V Street
Eureka, California 95501

Ladies and Gentlemen,

We have audited the financial statements of Humboldt Transit Authority (HTA) for the year ended June 30, 2017 and have issued our report thereon dated December 18, 2017. As part of our audit, we reviewed and tested HTA's system of internal accounting control to the extent we considered necessary to evaluate the system as required by generally accepted auditing standards.

The objective of internal accounting control is to provide reasonable, but not absolute assurance as to the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that the cost of a system of internal accounting control should not exceed the benefits derived and also recognizes that the evaluation of these factors necessarily requires estimates and judgments by management.

There are inherent limitations that should be recognized in considering the potential effectiveness of any system of internal control. In the performance of most control procedures, errors can result from misunderstanding of instructions, mistakes of judgment, carelessness, or other factors. Control procedures whose effectiveness depends upon segregation of duties can be circumvented by collusion. Similarly, control procedures can be circumvented intentionally by management with respect either to the execution and recording of transactions or with respect to estimates and judgments required in the preparation of financial statements. Further, projection of any evaluation of internal accounting control to future periods is subject to the risk that the procedures may become inadequate because of changes in conditions and that the degree of compliance with the procedures may deteriorate.

Our study and evaluation of HTA's system of internal accounting control for the year ended June 30, 2017 which was made for the purpose set forth in the first paragraph above, would not necessarily disclose all weaknesses in the system. However, we submit, for your consideration, our comments and recommendations on the operating methods, accounting policies and procedures, and other matters which came to our attention during the course of the audit.

CURRENT YEAR FINDINGS

1. Compliance with TDA Fund Eligibility:

Excess Operating Funds Received:

As shown in Note 2 to the financial statements, the following systems did not meet the compliance requirements of Section 6634 of the California Administrative Code dealing with TDA fund eligibility. Fund eligibility is determined by subtracting actual fare revenues, depreciation, and any federal operating funds received from operating expenses. This amount represents the maximum allowable TDA funding for operating expenses for the fiscal year ended June 30, 2017.

	<u>SoHum Inter City</u>	<u>Arcata DAR</u>	<u>Willow Creek</u>	<u>So Hum Local</u>
Operating Costs	\$ 644,473	\$ 147,840	\$ 300,939	\$ 173,200
Less Depreciation	(85,132)	-	(37,813)	(20,160)
Less Fare Revenues	(80,938)	(18,222)	(38,451)	(14,863)
Less Federal Operating Funds	<u>(300,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Maximum TDA Fund Eligibility	178,403	129,618	224,675	138,177
STAF Operating Funds Received	6,945	-	2,728	5,027
TDA Funds Received	<u>263,645</u>	<u>135,078</u>	<u>235,078</u>	<u>137,939</u>
	270,590	135,078	237,806	142,966
Excess TDA Funds Received	<u>\$ 92,187</u>	<u>\$ 5,460</u>	<u>\$ 13,131</u>	<u>\$ 4,789</u>

Recommendation: HTA has several options to remedy this situation:

- a. Claims by member entities for operating costs for the following fiscal year may be reduced by the current year excess TDA funds.
- b. Members may file amended claims for the current fiscal year applying the excess fund to capital expenditures made during the current year.
- c. Members may repay the excess TDA funds to the Transportation Planning Agency (HCAOG) on demand.

2. Non-Compliance with TDA Minimum Fare box Recovery Ratios

Per TDA Code Section 99268.8, minimum mandatory Fare box Recovery Ratio compliance testing for the two Southern Humboldt routes began for the year ended June 30, 2013. Southern Humboldt Local route is required to maintain a fare box ratio of 10%. According to our calculations, fare box recovery ratio for the Southern Humboldt Local route was 9.71% and did not meet the minimum 10% for June 30, 2017.

If an operator fails to maintain its required fare box ratio for two fiscal years, (not necessarily consecutive years), the TDA/STA allocation will be reduced during a subsequent penalty year by the amount of the difference between the required fare revenues and the actual fare revenues received in the second year of non-compliance. In this fiscal year, which is the noncompliance year, there is no change in eligibility since all operators are allowed one grace year for a first time failure to meet a required fare box recovery ratio.

Recommendation: HTA needs to increase ridership, thus increase fare revenue and reduce operating costs for the Southern Humboldt Local route in order to meet the minimum fare box ratio in the future.

The above recommendations and comments are intended to be constructive suggestions on ways to improve the policies and procedures of HTA. They are not intended to be all-inclusive of the areas in which improvements might be achieved. Should you have any questions regarding these comments or any other matters, please contact us.

In conclusion, we wish to thank the staff of Humboldt Transit Authority for their cooperation and assistance during our audit.

ANDERSON, LUCAS, SOMERVILLE & BORGES, LLP

Anderson, Lucas, Somerville, & Borges



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TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: March 24, 2018

SUBJECT: Low Carbon Transit Operations Program (LCTOP)

LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862 (SB 862). The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions.

Staff was notified by the Humboldt County Association of Governments (HCAOG) that there is \$195,290 in LCTOP funds available to the region for projects that will reduce greenhouse gases. Below is a summary of projects being applied for:

1. Bus Stop Enhancement - Willow Creek: The current bus stop in Willow Creek is only set up for one bus at a time. It is a major transfer point that needs to accommodate three buses. The proposed project will construct a bus stop that will improve safety and provide enhancements including shelters, benches, solar lighting, and solar real time bus information signs.
2. Public Transit - On Demand Taxi Service & Voucher Pilot Program: This Pilot Program will enhance bus service to the community by providing on-demand taxi service on Old Arcata Road by utilizing the regions taxi-cab company. This has been an unmet need to the region for the last 3 years.
3. Transit Takes off Program: Transit trips are extended on Saturday nights 60-90 minutes later on the Redwood Transit System. HCAOG applied for these funds a year ago and Redwood Transit has been successful in gaining ridership. HCAOG has passed this project on to HTA Staff.
4. Ticket Vouchers: This project will distribute free transit vouchers, raise awareness of existing routes, and promote the agencies cellular phone bus fare application, Token Transit, which will speed up the boarding process.

Action Recommended: Adopt resolution 18-03 authorizing application for LCTOP grant funds and authorize the General Manager to execute all required documents of the LCTOP.



FY 2017 - 2018 LCTOP

Resolution 18-03

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT
FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM
(LCTOP) FOR THE FOLLOWING PROJECT(S):

Bus Stop Enhancement - Willow Creek: \$75,000
Public Transit - On-Demand Taxi Service & Voucher Pilot Program: \$60,000
Transit Takes off Program: \$36,740
Ticket Vouchers: \$23,550

WHEREAS, the Humboldt Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

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

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

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

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

WHEREAS, the Humboldt Transit Authority wishes to implement the following LCTOP project(s) listed above,

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 and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Humboldt Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2017-18 LCTOP funds.



List project(s), including the following information: Project Name:

Bus Stop Enhancement - Willow Creek
Public Transit - Taxi Voucher Pilot Program
Transit Takes off Program
Ticket Vouchers

Amount of LCTOP funds requested: \$195,290

Short description of project:

Bus Stop Enhancement - Willow Creek: The proposed project will construct a bus stop that will improve safety and provide enhancements including shelters, benches, solar lighting, and solar real time bus information signs.

Public Transit - On Demand Taxi Service & Voucher Pilot Program: This Pilot Program will enhance bus service to the community by providing on-demand taxi service on Old Arcata Road by utilizing the regions taxi-cab company.

Transit Takes off Program: Transit trips are extended on Saturday nights 60-90 minutes later on the Redwood Transit System.

Ticket Vouchers: This project will distribute free transit vouchers, raise awareness of existing routes, and promote the agencies cellular phone bus fare application

Contributing Sponsors (if applicable): Humboldt County Association of Governments, City of Fortuna, City of Arcata, and the City of Eureka.

PASSED, APPROVED AND ADOPTED by Humboldt Transit Authority of Humboldt County, State of California, at a regular meeting of the Governing Board of Directors held on Wednesday, March 28, 2018 by the following vote:

AYES:
NOES:
ABSENT:

AGENCY BOARD DESIGNEE:

BY: _____

ATTEST:

BY _____



FY 2017-2018 LCTOP

Authorized Agent

AS THE

Board Chair

(Chief Executive Officer/Director/President/Secretary)

OF THE

Humboldt Transit Authority

(Name of County/City/Transit Organization)

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

Greg Pratt, General Manager

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Natalie Arroyo

(Print Name)

HTA Chair

(Title)

(Signature)

Approved this 28 day of March, 2018

Certifications and Assurances

Lead Agency:	Humboldt Transit Authority
Project Title:	Public Transit - On-Demand Taxi Service & Voucher Pilot Program
Prepared by:	Greg Pratt

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

A. General

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

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

Certifications and Assurances**C. Reporting**

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Final Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
2. Other Reporting Requirements: ARB is developing funding guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with ARB's funding guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

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



Certifications and Assurances

A. Record Retention

1. The Lead Agency agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.
3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the 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

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

I certify all of these conditions will be met.

Greg Pratt

(Print Authorized Agent)

Print Authorized Agents Name.

(Title)

(Signature)

(Date)

Allocation

Lead Agency:	Humboldt Transit Authority
Project Title:	Public Transit - On-Demand Taxi Service & Voucher Pilot Program
Regional Entity:	Humboldt County Association of Governments
County:	Humboldt

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Greg Pratt
Title:	General Manager
Lead Agency:	Humboldt Transit Authority

Signature:	
PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ Amount of 99314 Funds

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	Marcella Clem
Title:	Executive Director
Lead Agency:	Humboldt County Association of Governments

Signature:	
PUC Funds Type:	99313 \$ 60,000
PUC Funds Type:	99314 \$ Amount of 99314 Funds



FY 2017-2018 LCTOP

Authorized Agent

AS THE

Board Chair

(Chief Executive Officer/Director/President/Secretary)

OF THE

Humboldt Transit Authority

(Name of County/City/Transit Organization)

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

Greg Pratt, General Manager

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Natalie Arroyo

(Print Name)

HTA Chair

(Title)

(Signature)

Approved this 28 day of March, 2018

Certifications and Assurances

Lead Agency: Humboldt Transit Authority

Project Title: Ticket Vouchers

Prepared by: Greg Pratt

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

A. General

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

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

Certifications and Assurances**C. Reporting**

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Final Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
2. Other Reporting Requirements: ARB is developing funding guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with ARB's funding guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

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



Certifications and Assurances

A. Record Retention

1. The Lead Agency agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.
3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the 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

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

I certify all of these conditions will be met.

Greg Pratt

(Print Authorized Agent)

Print Authorized Agents Name.

(Title)

(Signature)

(Date)

Allocation

Lead Agency:	Humboldt Transit Authority
Project Title:	Ticket Vouchers
Regional Entity:	Humboldt County Association of Governments
County:	Humboldt

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Greg Pratt
Title:	General Manager
Lead Agency:	Humboldt Transit Authority

Signature:

PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ Amount of 99314 Funds

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	Marcella Clem	Signature:
Title:	Executive Director	
Lead Agency:	Humboldt County Association of Governments	

Signature:

PUC Funds Type:	99313 \$ 23,550
PUC Funds Type:	99314 \$ Amount of 99314 Funds



FY 2017-2018 LCTOP

Authorized Agent

AS THE

Board Chair

(Chief Executive Officer/Director/President/Secretary)

OF THE

Humboldt Transit Authority

(Name of County/City/Transit Organization)

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

Greg Pratt, General Manager

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Natalie Arroyo

(Print Name)

HTA Chair

(Title)

(Signature)

Approved this 28 day of March, 2018

Certifications and Assurances

Lead Agency: Humboldt Transit Authority

Project Title: Transit Takes Off Program

Prepared by: Greg Pratt

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

A. General

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

B. Project Administration

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2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
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4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
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8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

Certifications and Assurances**C. Reporting**

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Final Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
2. Other Reporting Requirements: ARB is developing funding guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with ARB's funding guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

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



Certifications and Assurances

A. Record Retention

1. The Lead Agency agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.
3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the 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

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

I certify all of these conditions will be met.

Greg Pratt

(Print Authorized Agent)

Print Authorized Agents Name.

(Title)

(Signature)

(Date)

Allocation

Lead Agency:	Humboldt Transit Authority
Project Title:	Transit Takes Off Program
Regional Entity:	Humboldt County Association of Governments
County:	Humboldt

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Greg Pratt
Title:	General Manager
Lead Agency:	Humboldt Transit Authority

Signature:

PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ 18,137

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	Marcella Clem
Title:	Executive Director
Lead Agency:	Humboldt County Association of Governments

Signature:

PUC Funds Type:	99313 \$ 9,469
PUC Funds Type:	99314 \$ Amount of 99314 Funds

Allocation

Lead Agency:	Humboldt Transit Authority
Project Title:	Transit Takes Off Program
Regional Entity:	Humboldt County Association of Governments
County:	Humboldt

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Greg Pratt
Title:	General Manager
Lead Agency:	Humboldt Transit Authority

Signature:	
PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ 18,137

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Authorized Agent:	
Title:	
Lead Agency:	City of Arcata

Signature:	
PUC Funds Type:	99313 \$
PUC Funds Type:	99314 \$ 2,419

Allocation

Lead Agency:	Humboldt Transit Authority
Project Title:	Transit Takes Off Program
Regional Entity:	Humboldt County Association of Governments
County:	Humboldt

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Authorized Agent:	Greg Pratt
Title:	General Manager
Lead Agency:	Humboldt Transit Authority

Signature:	
PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ 18,137

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Authorized Agent:	Greg Sparks
Title:	City Manager
Lead Agency:	City of Eureka

Signature:	
PUC Funds Type:	99313 \$
PUC Funds Type:	99314 \$ 6,588

Allocation

Lead Agency:	Humboldt Transit Authority
Project Title:	Transit Takes Off Program
Regional Entity:	Humboldt County Association of Governments
County:	Humboldt

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Authorized Agent:	Greg Pratt
Title:	General Manager
Lead Agency:	Humboldt Transit Authority

Signature:	
PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ 18,137

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	
Title:	
Lead Agency:	City of Fortuna

Signature:	
PUC Funds Type:	99313 \$
PUC Funds Type:	99314 \$ 127



FY 2017-2018 LCTOP

Authorized Agent

AS THE

Board Chair

(Chief Executive Officer/Director/President/Secretary)

OF THE

Humboldt Transit Authority

(Name of County/City/Transit Organization)

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

Greg Pratt, General Manager

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Click here to enter text.

(Name and Title of Authorized Agent)

OR

Natalie Arroyo

(Print Name)

HTA Chair

(Title)

(Signature)

Approved this 28 day of March, 2018

Certifications and Assurances

Lead Agency: Humboldt Transit Authority

Project Title: Bus Stop Enhancement - Willow Creek

Prepared by: Greg Pratt

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

A. General

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

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

Certifications and Assurances**C. Reporting**

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Final Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
2. Other Reporting Requirements: ARB is developing funding guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with ARB's funding guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

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



Certifications and Assurances

A. Record Retention

1. The Lead Agency agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.
3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the 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

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

I certify all of these conditions will be met.

Greg Pratt

(Print Authorized Agent)

Print Authorized Agents Name.

(Title)

(Signature)

(Date)

Allocation

Lead Agency:	Humboldt Transit Authority
Project Title:	Bus Stop Enhancement - Willow Creek
Regional Entity:	Humboldt County Association of Governments
County:	Humboldt

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Greg Pratt
Title:	General Manager
Lead Agency:	Humboldt Transit Authority

Signature:

PUC Funds Type:	99313 \$ Amount of 99313 Funds
PUC Funds Type:	99314 \$ Amount of 99314 Funds

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	Marcella Clem
Title:	Executive Director
Lead Agency:	Humboldt County Association of Governments

Signature:

PUC Funds Type:	99313 \$ 75,000
PUC Funds Type:	99314 \$ Amount of 99314 Funds