

Humboldt Transit Authority
Governing Board of Directors
AGENDA
Regular Meeting – July 17, 2013
HTA Conference Room - 133 V Street Eureka
9:00 a.m.

- I. Call meeting to Order
- II. Roll Call & Introductions
- III. Conference with Labor Negotiators
 - i. Public Comment
 - ii. The Board will go into Closed Session pursuant to Government Code Section 54957.6. Agency designated representative: Jack Hughes; Employee organization: Local 1684, American Federation of State, County and Municipal Employees, AFL-CIO
 - iii. The Board will Reconvene in Open Session

- IV. Approval of minutes
Minutes from the June 19, 2013 regular board meeting
Action Recommended: Make corrections, if necessary.
Approve minutes.

Page 01

- V. Citizens Communications
Members of the community are invited to comment on items or issues not on the agenda

- VI. Action Items
 - a. May 2013 statements for all systems operated by HTA
May 2013 statistics for all systems operated by HTA
Action Recommended: Receive, review, and file

Enclosed

- b. Adoption of the Fiscal Year 2013-14 Final Budget for Humboldt Transit Authority
The preliminary budget was adopted on June 19, 2013. All requirements have been met in preparation for the adoption of the final budget for Humboldt Transit Authority.

Page 04

Action Recommended:

1. **Open a public hearing opportunity for members of the public to comment on the adopted preliminary budget for fiscal year 2013-14.**
2. **After hearing comments, close the public hearing.**
3. **Make changes if necessary and approve the final budget by adopting Resolution 13-09.**

c. Agreement Between the Humboldt County Office of Education (HCOE) and the Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services

At the Humboldt County Office of Education’s May 2013 meeting, the board accepted Humboldt Transit Authority’s proposal to provide preventive maintenance and repairs on eleven school buses.

Action Recommended: Review and discuss the proposed contract, if approved, execute The Agreement Between Humboldt County Office of Education and Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services with an effective date of July 17, 2013.

d. State Transit Assistance Funds Projects (STA) for 2013-2014

Per the Transportation Development Act, Sections 99313 and 99314, STA funds are available to the regional operators for small capital projects. STA funds do not require a local funding match.

Action Recommended: Authorize staff to submit applications for State Transit Assistance Funds to the Humboldt County Association of Governments for \$167,209 for the Redwood Transit System and \$329,500 for the Regional Transit Operators.

e. Redwood Transit System update

Staff will give the board an update on progress being made with schedule changes to the Redwood Transit System.

f. 2237 2nd Street Property

Councilmember Fulkerson from Trinidad requested the board discuss options for the house located on HTA’s property on the corner of 2nd and X that is in need of major repairs.

Action Recommended: Review, discuss, and direct staff.

VII. Communications

- a. Board
- b. Staff

VIII. Adjournment

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

June 19, 2013

ROLL CALL

PRESENT

ABSENT

Board Members

Rex Bohn, Humboldt County
Dean Glaser, City of Fortuna
Julie Fulkerson, City of Trinidad
Michael Winkler, City of Arcata
Estelle Fennell, Humboldt County
Julie Woodall, City of Rio Dell
Linda Atkins, City of Eureka

Staff

Greg Pratt, General Manager
Brenda Fregoso, Secretary to the Board
Karen Wilson, Manager of Operations
Barbara Zoellner, Administration and Finance Manager

Jim Wilson, Equipment and Facilities Manager

CALL TO ORDER

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

INTRODUCTIONS

The board members introduced themselves. Others in attendance were: Nancy Diamond, HTA Legal Counsel, Richard Tollison, Eureka resident and Dana Silvernale with Mattole Valley Charter School. Administration and Finance Manager Barbara Zoellner introduced Samantha Bryant as HTA's newest member; Samantha will be working the front desk as well as other finance duties.

CITIZENS COMMUNICATIONS

Dana Silvernale with Mattole Valley Charter School is requesting that HTA provide a bus stop at Titlow Hill as she has a student attending her school and will have another in the future that would utilize that stop.

Public Comment

None

At 9:06 a.m. the board went into closed session pursuant to Government Code Section 54957.6. Agency designated representative: Greg Pratt. Employee Organization: American Federation of State, County and Municipal Employees Local 1684, AFL-CIO.

The board resumed open session at 9:25 a.m. Chairperson Atkins announced that there was nothing to report.

MINUTES

Motion by Councilmember Fulkerson, second by Councilmember Glaser to approve the minutes from the May 15, 2013 special and regular board meetings.

Motion carried unanimously

CONSENT CALENDAR

Motion by Councilmember Fulkerson, second by Councilmember Glaser to approve the Consent Calendar.

Motion carried unanimously

- a. HTA Communication Site – New Cingular Wireless PSC, LLC
Because of the changes to the contract, an amendment to the lease agreement between Humboldt Transit Authority and Cingular Wireless is needed.
- b. Amendment to Agreement for operation of Bus Transit System in the Southern Humboldt Area
An amendment is needed for HTA to change reporting operations data to the County of Humboldt from monthly to bi-annually.
- c. Agreement for Operation of Bus Transit System in the Willow Creek Area
This agreement is between the County of Humboldt and Humboldt Transit Authority for the operation of bus service between Arcata and Willow Creek.

ACTION ITEMS

- a. Preliminary budget for Humboldt Transit Authority fiscal year 2013/14
Staff has prepared a preliminary budget to operate the Redwood Transit System, Willow Creek Extension, Southern Humboldt Systems and to contract with the Cities of Eureka and Arcata for maintenance and transit services for the period between July 1, 2013 and June 30, 2014. The Finance and Operations Committee reviewed the budget during their meeting of May 8, 2013. Administration and Finance Manager Barbara Zoellner gave a report on the proposed 2013/14 budget.
Motion by Councilmember Fulkerson, second by Councilmember Winkler to adopt the preliminary 2013/14 budget and directs staff to prepare and publish a public notice in the local newspaper notifying the public that a preliminary operating budget for HTA has been adopted and is available for review and comment.
Motion carried unanimously
- b. Year to date financial statements for all systems operated by HTA
Year to date ridership statistics for all systems operated by HTA
Administration and Finance Manager Barbara Zoellner gave the board a handout of the YTD financials and ridership statistics and gave a report for the month of March 2013 and YTD.

COMMUNICATIONS

Board:

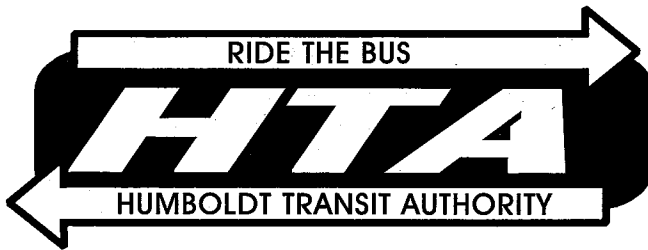
Councilmember Fulkerson thanked General Manager Greg Pratt for his help and cooperation with the advertising for “bus service for people while on vacation” campaign she has been working on for some time now.

Councilmember Fulkerson requested that the white house located at 2237 2nd Street (HTA’s property) be placed on next month’s agenda.

Staff:

Administrative and Finance Manager Barbara Zoellner announced to the board that HTA is in compliance with GASB45 (Government Accounting Standard Bureau) and will not have to be done again for three (3) years.

Meeting adjourned at 9:50 a.m.



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Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chairperson Atkins
All Governing Board Members

FROM: Barbara Zoellner, Administration & Finance Manager

DATE: July 17, 2013

SUBJECT: Adopting the 2013-14 Final Budget for the Humboldt Transit Authority

Included in this agenda packet is the Final Budget for the Humboldt Transit Authority. This budget was reviewed by the HTA Finance & Operations Committee on May 8, 2013, and adopted by the Board as an approved preliminary budget during its regular June 19, 2013 meeting.

Staff also placed a notice in the Times-Standard newspaper offering the public an opportunity to comment on the preliminary budget. No comments or suggestions have been received from any members of the public nor were any changes made by the board or the finance committee.

Any members of the public may still make comments regarding this budget during a public hearing opportunity to be conducted during the regular July 17, 2013 board meeting. The board may also make changes to the budget if they so desire.

Action Necessary:

- 1. Open a public hearing opportunity for members of the public to comment on the adopted preliminary budget for fiscal year 2013-14.***
- 2. After hearing comments, close the public hearing.***
- 3. Make changes if necessary & approve the final budget by adopting Resolution 13-09.***

**RESOLUTION 13-09
ADOPTING BUDGET OF HUMBOLDT TRANSIT AUTHORITY
FOR FISCAL YEAR 2013-2014**

WHEREAS, all legal requirements for the adoption of the budget of the Humboldt Transit Authority for the fiscal year 2013-2014 have been complied with;

NOW, THEREFORE, BE IT RESOLVED that the following budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014 be, and the same hereby is, approved and adopted.

APPROPRIATIONS OF EXPENDITURE WITHIN EACH BUDGET UNIT

Salaries and Employee Benefits

Payroll \$1,709,881

Employee Benefits \$1,226,263

Services and Supplies

General \$48,834

Administration \$188,144

Operations \$191,350

Maintenance - General \$31,056

Vehicles \$1,295,483

Facilities \$153,984

Total Operational Budget Requirements \$ 4,845,594

Capital Purchases for STA & PROP 1-B projects \$462,000

THE MEANS OF FINANCING THE BUDGET REQUIREMENTS

TDA Joint Powers Assessments \$2,119,991

Auxiliary Transportation Revenues \$1,170,475

Transit Fares \$972,914

Non-transportation Revenues \$180,185

Operating Grants \$357,529

Capital Purchase Grants \$459,311

Unrestricted Carryover Balance \$44,500

Total Means of Financing \$ 5,304,905

BE IT FURTHER RESOLVED that the details of the budget are contained in the complete budget which is on file in the offices of the Humboldt Transit Authority at 133 'V' Street, Eureka, California. Said complete budget is included herein by reference as though fully set forth.

PASSED, APPROVED AND ADOPTED this seventeenth day of July, 2013, on the following vote:

AYES:

NOES:

ABSENT:

Chairperson of the Governing Board
of Humboldt Transit Authority

ATTEST:

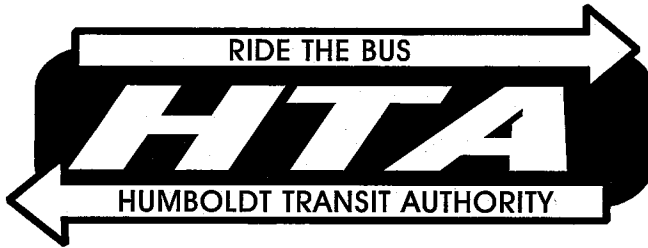
HTA Secretary to the Board

REVENUE		Recom- mend RTS for 1213- 1214	Recom- mend ETS for 1213- 1214	Recom- mend WC for 1213- 1214	Recom- mend SHI for 1213- 1214	Recom- mend SHL for 1213- 1214	Admin/ HTA	Maint. Shop/ Facility	Total	(AMRTS)	ADAR	Corrid r DAR
REVENUE												
Operating Revenue												
400.4	Contract Transportation	210,000	877,375	7,314			8,026	67,760	1,170,475	90,000	0	0
400.3	Fares	859,714		46,000					972,914	0	23,766	0
410.5	Insurance reimbursement		31,000						31,000	0	0	0
410.1	Advertising Revenue						14,400		14,400	0	0	0
400.7	Passes & ID Cards						356		356	0	0	0
400.6	Outside Service Revenue							19,711	19,711	85,048	0	0
410.8	Rent & Leases						98,718		98,718	0	0	0
400.10	Misc. Revenues								0	0	0	0
Non-operating Revenues												
414	LTF/JPA Member Assessment	1,422,180		244,611	316,139	137,061			2,119,991	0	130,992	0
411	Federal Operating			32,500	109,929				142,429	0	0	0
412	STAF - Operating	64,500	31,806	1,100	1,950	1,100	39,650	75,000	215,100	0	12,000	25,000
310	Unrestricted Net Assets	44,500					16,000		44,500	0	0	0
413	Interest Income						177,150	162,471	4,845,594	175,048	166,758	25,000
TOTAL REVENUE		2,600,894	940,175	331,525	475,718	157,661						
EXPENSE												
PAYROLL, AND RELATED BENEFITS												
680	Labor						303,601		303,601	8,026	7,322	0
	Administration							453,781	453,781	60,217	0	0
	Maintenance								935,549	0	0	0
	Operations	535,543	233,811	47,774	95,442	22,978	1,350	1,650	6,742	0	0	0
680.1	Birthday	2,600	346	346	150	300	25,000	26,500	132,130	0	0	0
	Earned Leave	40,000	18,630	10,000	5,000	7,000			38,060	0	0	0
680.2	Holiday Time	27,060	3,500	3,500	1,500	2,500	1,000	4,750	16,950	0	0	0
	Overtime	5,000	3,000	1,500	600	1,100	5,686	8,307	49,478	0	0	0
670	Employment Taxes	18,485	10,000	2,000	3,500	1,500			3,050	0	0	0
675	Employee Relations/Bereavement	1,500	1,000	250	200	100	10,598	54,350	172,448	0	0	0
673	Worker's Compensation Insurance	45,500	36,000	7,500	15,000	3,500	72,000	100,400	479,227	7,543	0	0
690	Health & Welfare	123,716	86,000	19,611	52,000	25,500	27,552	13,293	124,001	0	0	0
604.2	Health Insurance- Retirees	31,155	29,500	5,000	12,500	5,000	56,336	52,332	217,952	0	0	0
672	PERS Retirement	60,784	28,000	5,500	12,000	3,000	100	100	3,175	0	0	0
	Physicals/DNV / Background checks	2,500	125	125	100	125				0	0	0
General Operating Expenses												
General												
603	Dues & Subscriptions						4,000	2,000	6,000	0	0	0
604	General Operating Supplies						5,000		5,000	0	0	0
609	Office Supplies						10,000		10,000	0	0	0
611	Printing Expense						12,834		12,834	0	0	0
616	Training & Development						15,000		15,000	0	0	0

		Recom- mend RTS for 1213- 1214	Recom- mend ETS for 1213- 1214	Recom- mend WC for 1213- 1214	Recom- mend SHL for 1213- 1214	Recom- mend SHL for 1213- 1214	Admin/ HTA	Maint. Shop/ Facility	Total	(AMRTS)	ADAR	Corrid r DAR
Administration												
6121	Accounting & Bookkeeping						9,000		9,000	0	0	0
600	Advertising Expense						10,000		10,000	0	0	0
602	Cost of Funds						3,885		3,885	0	0	0
6120	Legal Expenses						15,000		15,000	0	0	0
608	Mileage & Per Diem						16,325		16,325	0	0	0
607	Management & Consulting						2,000		2,000	0	1,000	0
610	Postage						1,934		1,934	0	0	0
605	Non-vehicle Insurance						130,000		130,000	0	146,436	25,000
615	Specialized Services						0		0	0	0	0
Operations												
688.2	Uniforms - Drivers	7,500	1,600	600	200	500			10,400	0	0	0
660	GFI - Ticket Stock & equip	2,000	500	100	150	100	24,650		27,500	0	0	0
663	WiFi/GPS/MyRide	5,000	1,300	1,000	1,800	1,000			10,100	0	0	0
661	Schedule Development						15,000		15,000	0	0	0
664	Vehicle Insurance	63,200	31,000	8,550	17,050	8,550			128,350	0	0	0
Maintenance												
620	Gen. Maintenance Supplies	7,000	5,000	1,100	2,000	500			15,600	697	0	0
635	Shop Tools	4,650	1,000	650	1,200	300			7,800	650	0	0
688.3	Safety Supplies & Gear	750	300	160	300	60			1,570	200	0	0
688.1	Uniforms - Shop	3,000	1,050	736	1,500	400			6,686	1,000	0	0
Vehicles												
650	Contract Maintenance	17,250	4,750	0	1,000	1,320			24,320	0	0	0
651	Contract Repairs	14,500	3,000	6,000	6,000	5,500			35,000	2,000	0	0
653	Fuel	546,238	187,999	59,390	110,571	27,082			956,230	85,074	0	0
614	Special Studies/Permits	1,500	650	250	500	250			4,650	150	0	0
654	Oil & Lubricants	11,500	4,600	980	1,000	1,080			22,160	1,200	0	0
655	Parts	58,810	38,666	10,000	15,202	16,681			149,359	6,291	0	0
656	Small Tool Allowance								5,000	500	0	0
657	Tires	42,500	24,000	10,000	10,000	5,264			99,764	1,500	0	0
Facilities												
601	Computer & Software Expenses								25,200	0	12,000	0
631	Rentals & Leases								5,760	0	0	0
633	Utilities								59,050	0	0	0
634	Facility M & R								63,974	0	0	0
Total Direct Expense		1,679,241	755,327	202,622	366,415	141,190	777,852	922,946	4,845,594	175,048	166,758	25,000
Revenues minus Direct Costs		921,653	184,848	128,903	109,303	16,471	600,702	760,475	0	0	0	0
7us Allocated Admin. & Maint. cost		921,653	184,848	128,903	109,302	16,470			0	0	0	0
NET Total		0	0	0	0	0			0	0	0	0
Admin. Allocation												
	600,702	67.71%	13.56%	9.47%	8.03%	1.21%			329,311	459,311		
	406,735		81.57%	56,886	48,236	7,268			332,000	462,000		
	514,917		103.27%	72,017	61,066	9,202			-2,689	-2,689		
Total Allocations by service		921,653	184,848	128,903	109,302	16,470			0	0	0	0
Capital Funds												
	50,000		80,000						329,311	459,311		
	50,000		80,000						332,000	462,000		
	0		0						-2,689	-2,689		

NOTES: ETS share of admin & maint costs are based on mileage. RTS, WC, SHI & SHL shares of admin & maint costs are based on hours of operation and weighted shares (days of operation) of maintenance labor.

NOTES: AMRTS, AMc DAR and the corridor DAR are contracted and administered by HTA but are not a part of the HTA general budget. Shop and administration costs are part of contract overhead.



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chair Atkins
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: July 17, 2013

SUBJECT: Agreement Between the Humboldt County Office of Education
(HCOE) and the Humboldt Transit Authority to Provide Vehicle
Maintenance and Repair Services.

In April, HTA submitted a proposal to HCOE to provide maintenance and repair on their fleet of eleven school buses at a rate of \$78 per hour, plus parts. HTA was awarded the bid at the May 15, 2013 meeting of the Humboldt County Board of Education.

HTA recently lost its contract with the Humboldt Fire District for maintenance and repairs for its nine emergency vehicles so additional staffing will not be necessary.

At this time, staff recommends the contract term be for one year beginning on July 17, 2013 and ending on June 30, 2014, at which time it can be reviewed and amended, if necessary. If no amendment is necessary we will extend it for a term agreeable to both HTA and HCOE.

Action Recommended: Review and discuss the proposed contract, if approved, execute The Agreement Between Humboldt County Office of Education and Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services with and effective date of July 17, 2013.

**AGREEMENT BETWEEN THE HUMBOLDT COUNTY OFFICE OF EDUCATION
AND THE HUMBOLDT TRANSIT AUTHORITY
TO PROVIDE VEHICLE MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made in Eureka, California, this _____ day of _____, 20____, by and between the HUMBOLDT COUNTY OFFICE OF EDUCATION, a state of California county office of education (hereinafter called "HCOE"), and the HUMBOLDT TRANSIT AUTHORITY, a state of California joint powers public entity (hereinafter called "HTA").

WHEREAS, HCOE and HTA desire to enter into an agreement whereby the HTA would provide regular maintenance and repair of eleven public school transit buses owned and operated by HCOE to provide transportation services to the students of the Humboldt County area schools; and

WHEREAS, HTA is duly qualified to provide such services as a joint powers agency created pursuant to the provisions of Government Code Sections 6500 et seq.;

WHEREAS, pursuant to Section 6.1 of the HTA Joint Exercise of Powers Agreement, HTA is authorized to maintain public transit buses as a component of providing public transit services, and pursuant to Section 6.2(h), to receive payment for providing public transit services.

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 HCOE to provide regular preventive maintenance inspections, maintenance and repair service, tune-ups, and repairs, for eleven HCOE public school transit buses as hereinafter provided.
2. Term. The term of this Agreement shall be for one (1) year commencing on July 17, 2103, and ending on June 30, 2014, with an option to extend the agreement for up to two (2) additional years upon written approval of both parties.
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 HCOE and HTA shall be that of independent HTA and that the relationship of employer and employee shall exist only between HTA and said personnel.

HTA shall, at HTA's expense, maintain Workers' Compensation Insurance to cover all personnel during their employment by HTA.

4. Shop Hours. HTA shall operate a local maintenance shop within its own facility. The shop shall remain open 4:45 a.m. to 12:00 a.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 the HCOE school bus fleet. Said buses 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 the following maintenance services: periodic lubrication of the vehicle's chassis, steam cleaning the engine compartment, providing tools for maintenance, miscellaneous small parts (nuts bolts screws) and chassis lube (collectively, the "Included Maintenance").
6. Other maintenance and repairs. HTA shall conduct such other maintenance and repairs as may be requested by HCOE from time to time. In addition, HTA shall keep such maintenance records as requested by HCOE in writing. Such records shall include records of all maintenance, repairs and checks performed on school buses, 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 the HCOE school buses. Except as expressly set forth in this Agreement, road calls will be limited to HCOE's service area which includes the area from Scotia in the South, Arcata to the North, Carlotta area to the East, and Humboldt Bay to the West. HTA may elect to perform roadside repairs for HCOE school buses outside of the foregoing service area, as HCOE may request from time to time, but the decision to perform any such repairs shall be at HTA's sole discretion. HTA shall keep records of road calls including all repairs performed on vehicles during such road calls.
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 California Highway Patrol annual terminal equipment inspections.
9. Inability to Perform. HTA shall be excused from performing its obligations hereunder in the event it is 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 HTA; provided, however, HTA shall, within five (5) days after HTA has notice of such cause or causes, present to HCOE written notice of the facts constituting such cause and claiming excuse of performance under this paragraph.
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). HCOE agrees to pay HTA for performance of the Included Maintenance set forth in this Agreement in the amount of \$78.00 per hour plus parts (at cost) per bus serviced. This rate shall be subject to a mutually agreed upon rate adjustment effective July 1 of each year, which shall be submitted to HCOE for advance approval no later than March 15 prior to the effective date of the rate adjustment.
13. Compensation (Other Maintenance and Repairs). HCOE agrees to pay HTA for the performance of any maintenance or repairs not specifically included within the definition of "Included Maintenance." HCOE will be charged at the rate of \$78.00 per hour plus parts, and all road calls charged at the road call flat rate of \$50.00 plus \$78.00 per hour plus parts during regular business hours (8 am to 4:30 pm) and flat rate of \$50.00 plus \$100.00 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 left HTA's facility to respond to such road call and (2) when HTA's personnel returned to HTA's facility after responding to such road call. Any road calls outside of HCOE's service area, as such area is defined in Section 7, 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.
14. 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, excepting therefore the obligation of HCOE to pay HTA for services rendered prior to the termination date.
15. Insurance. Prior to the execution of this Agreement, HTA shall furnish to HCOE a certificate or certificates evidencing issuance of Public liability insurance in the minimum amount of \$2,000,000 combined single limit, covering all bodily injury, including death, and all property damage arising out of HTA's performance under this Agreement. HTA shall maintain in full force and effect said policy during the Term of this Agreement. The policy shall contain the following specific endorsements:
 - (a) HCOE, its governing board, officers, agents, and employees, shall be named as additional insured for all liability arising out of the operations by or on behalf of HTA.
 - (b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured

- (c) The insurance shall constitute primary insurance as to HCOE and no insurance held or owned by HCOE shall be called upon to contribute to a loss arising under this Agreement.
 - (d) Coverage may not be reduced or cancelled without thirty (30) days written notice to HCOE sent by certified mail.
 - (e) Such insurance shall be provided by policies issued by an insurer acceptable to HCOE.
18. Indemnity. Each party shall hold the other party and its governing board, officers, agents, and employees harmless from, indemnify for, and defend 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 services performed pursuant to this Agreement, except where caused by the sole negligence or willful misconduct of the indemnifying party.
19. Amendment. This Agreement may be amended or modified only by a written agreement signed by both parties.
20. 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.
21. Notices. All notices herein required shall be in writing and delivered in person or sent by United States mail, postage prepaid.

Notices to HTA shall be addressed as follows:

General Manager
Humboldt Transit
Authority 133 V Street
Eureka, CA 95501-0844

Notices to HCOE shall be addressed as follows:

Superintendent of Humboldt County Schools
901 Myrtle Ave
Eureka, CA 95501-1294

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, the parties have caused this Agreement to be executed and made effective on the date first above written.

(Signatures on following page)

HUMBOLDT COUNTY OFFICE OF EDUCATION

BY: _____
Richard Hanger
Assistant Superintendent of Business Services

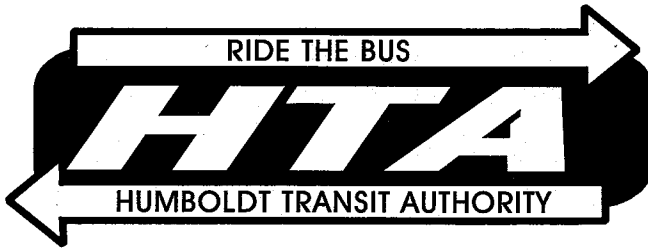
Approved As To Form By: _____
HCOE Legal Counsel

HUMBOLDT TRANSIT AUTHORITY

BY: _____
Chair of the HTA Governing Board of
Directors

Approved As To Form By: _____
Nancy Diamond, HTA General Counsel

ATTEST: _____
HTA Secretary



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chair Atkins
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: July 17, 2013

SUBJECT: State Transit Assistance Funds Projects for 2013-2014

There is a total of \$643,283 available to transit operators in Humboldt County for both small capital projects and operating subsidies. The projects listed below were approved at the June 20, 2013 Humboldt County Association of Governments Meeting.

Redwood Transit Projects and Funding Sections in the amount of \$167,209:

1. \$50,000 Parts and Tires (99313)
2. \$50,000 Hybrid Maintenance (99313)
3. \$7709 Facility Maintenance/Shop Equipment (99314)
4. \$30,000 GPS/Wifi/Hardware (99314)
5. \$15,000 Training & Education (99314)
6. \$7,000 Phone System (99314)
7. \$7,500 Uniforms (99314)

Staff also acts as the lead agency on a number of projects in the amount of \$329,500 considered to be "Regional" as they will include and benefit all the local transit agencies.

1. \$25,000 Corridor Dial-A-Ride (99313)
2. \$185,000 Shop Truck & Equipment
3. \$27,500 GFI Genfare Ticket Stock (99313)
4. \$15,000 I.T. Systems
5. \$10,000 Software Licenses (99313)
6. \$15,000 Medium Duty Lifts (99313)
7. \$12000 Trapeze DAR License (99313)
8. \$40,000 Facility Maintenance/Shop Equipment (99313)

Action Recommended: Authorize staff to submit applications for State Transit Assistance Funds to the Humboldt County Association of Governments for \$167,209 for the Redwood Transit System and \$329,500 for the Regional Transit Operators.