



108 S. Main Street
Alturas, CA 96101-3936
(530) 233-6410 Phone
233-3744 Fax

Meets First Tuesday
even-numbered months
after MCTC meeting
or about 2:15 p.m.

Board of Directors

John Dederick
Chairman
City Councilman

Kathie Rhoads
Vice Chair
County Supervisor

Bobby Ray
Director
City Councilman

Elizabeth Cavasso
Director
County Supervisor IV

Danny Parker
Director
City at Large Citizen

Jim Wills
Director
County at Large Citizen

Patricia Cullins
Alternate
County Supervisor II

Cheryl Nelson
Alternate
City Councilman

Staff

Debbie Pedersen
Executive Director

Niki Lemke
Chief Fiscal Officer

Cindy Imbach
Sr. Transportation Planner

AGENDA

REGULAR MEETING

APRIL 13, 2018

City of Alturas Council Chambers
200 W North St., CA 96101

Following the MCTC meeting at or about 9:30 a.m.

1. 9:30 a.m. Closed Session

Conference with Legal Counsel - Existing Litigation (Paragraph (1) of subdivision (d) of Government Code Section 54956.9)

NAME OF CASE: Linda Graves-Mikesell, et al. v. MTA, et al. (Modoc County Superior Court Case No. CU-17-115)

2. Call to Order – introductions, as needed.

3. Public Forum - Citizens may address the Commission with matters that are related directly to Commission responsibilities. If any matters call for action by the Commission, they will be placed on subsequent agendas. Because the Chairman may limit speakers to five (5) minutes each, citizens are encouraged to contact the Chairman or staff for assistance before the meeting.

4. Confirm Agenda

Action

5. Consent Agenda

Action

- a. Approve the minutes from the 02/06/18 MTA Regular Meeting
- b. Financial Transactions 01/01/18 through 02/28/18
- c. YTD expenditures through 02/28/18

6. Regular Business

Information/Action

- a. Request by A-P Tech to consider adjustment to monthly rent of 112 S Main St.
- b. Consider authorizing Executive Director to enter into contract with Modoc Harvest/Modoc Certified Farmers Market for use of the Sage Stage Plaza and Parking area for the 2018 Alturas Farmers Markets.
- c. Consider adoption of Resolution 18-01 Fiscal Year 2018/19 Budget
- d. Update and information regarding the Bus Shelters (2) installation.
- e. Claim for Transit Operating Expenses - Local Transportation Fund and State Transit Assistance Fund Transit Claim for Fiscal Year (FY) 2018/19.
- f. Report regarding 2 year extension of the contract between MTA and MV Transportation to operate Sage Stage; authorize Executive Director to execute amendments to the MTA and MV Transportation, Inc. Agreement.
- g. Consider approval of the Modoc Transportation Agency Tort Claim Policy.

7. System Update, Communications, and Calendar

Information

- a. Staff updates
- b. Other Information

8. Adjourn until next regular MTA meeting, scheduled for June 5, 2018, (Tuesday) in the Sage Stage Conference Room, 108 S Main Street, Alturas, CA, at about 1:30 p.m., following the MCTC meeting.

Report to Modoc Transportation Agency Board Members

Subject CLOSED SESSION - 9:30 a.m.	Meeting Date April 13, 2018
Presented by Christiane E. Layton, Senior Counsel Renne Sloan Holtzman Sakai LLP	Agenda Item 1

Conference with Legal Counsel - Existing Litigation (Paragraph (1) of subdivision (d) of Government Code Section 54956.9)

NAME OF CASE: Linda Graves-Mikesell, et al. v. MTA, et al. (Modoc County Superior Court Case No. CU-17-115)

Report to Modoc Transportation Agency Board Members

Subject Consent Agenda	Meeting Date April 13, 2018
Presented by MTA Staff	Agenda Item 5

Consent Agenda - Note: Attachments shown in **bold** type

- a. Approve minutes from the 02/06/18 MTA Regular Meeting

- b. **Financial Transactions – 01/01/18 through 02/28/18.**

Summary of incidental expenditures

Vendor	Transaction	Amount	Explanation
Perry's Automotive	2473	\$1,365.15	T18 Sch. C / T17 Coolant Leak Inspect
Renne Sloan Holtzman Sakai	2477	\$ 611.50	Closed Session - Possible Litigation
Apex Technology	12918	\$1,783.03	Dell Server - Upgrade
Apex Technology	12919	\$3,311.19	SonicWall Firewall - Upgrade
Perry's Automotive	2506	\$2,909.36	T14 Sch C / Replace Water Pump
Renne Sloan Holtzman Sakai	2511	\$ 830.00	Closed Session - Possible Litigation
Perry's Automotive	2516	\$1,550.05	T19 Sch C / Replace Heater/Defrost

- a. **Year to Date revenue and expenditure (through 02/28/18) report.**



MODOC TRANSPORTATION AGENCY
 108 South Main, Alturas, CA 96101
 Phone (530) 233-6410 • Fax 233-3744

**MINUTES
 Regular Meeting
 February 6, 2018**

Board Members Present

John Dederick	Mayor, City of Alturas
Kathie Roads	Board of Supervisors, District III, Modoc County
Danny Parker	City At-Large Member
Jim Wills	County At-Large Member
Patricia Cullins	Board of Supervisors, District 11, Modoc County

Board Members Absent

Bobby Ray	Councilmember, City of Alturas
Elizabeth Cavasso	Board of Supervisors District IV, Modoc County
Cheryl Nelson (Alternate)	Councilmember, City of Alturas

Staff Present

Debbie Pedersen	Executive Director
Cindy Imbach	Senior Transportation Planner
Niki Lemke	Chief Fiscal Officer
Jacque Dockery	Office Assistant

Public Present

Aaron Casas	Caltrans District 2, Regional Planning Liaison
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1. **Call to Order** – Chairman Dederick called the meeting to order at 2:48 p.m. in the Alturas City Hall Council Chambers, 200 W North St, Alturas, CA
2. **Public Forum** –There were no public comments.
3. **Confirm Agenda** –Motion by Board Member Rhoads to confirm agenda, seconded by Board Member Wills. All ayes; motion carried.
4. **Consent Agenda**
 - a. Approve minutes from 12/13/17 MTA Regular Meeting
 Approve minutes from 01/17/18 MTA Special Meeting
 - b. Financial Transactions 11/01/17 through 12/31/17.

 Summary of Incidental Expenditures

Vendor	Transaction	Amount	Explanation
Frederick Janitorial	2430	\$1,100.00	4 months of janitorial service (\$275/mo)
Tolar Manufacturing	2456	\$18,216.21	2 Bus Shelters (funded with CTAF)

- c. Year To Date revenue and expenditure through 12/31/17

Motion by Board Member Rhoads to approve consent agenda items a-c above, seconded by Board Member Wills. All ayes; motion carried.

5. Regular Business

- a. Niki Lemke, Chief Fiscal Officer provided the following information:

Consider Amendments to the Financial Policies and Procedures following:

- 1) Section 500 – establish a policy for credit and debit cards

The Financial Policies and Procedures need amending as policies and procedures change or are added. Passengers have requested the ability to pay for fares with debit and credit cards. MTA provided the opportunity for electronic payments several months ago. Section 500 establishes the process and procedure for credit and debit cards.

- 2) Section 1200 – modify the investments to include the Local Agency Investment Fund (LAIF)

Section 1200 has been modified to include the LAIF Account. The MTA placed restrictions on the reserve funds when the funds were set aside. The LAIF Account is the reserve fund for MTA. Funds moved out of the account require MTA approval.

- 3) Set a threshold for assets. Niki requested that item 3, threshold for assets, be removed from discussion. There is already a threshold for assets in the manual that has been approved by MTA.

Motion by Board Member Parker to approve the amendments to the Financial Policies and Procedures and modified investments, seconded by Board Member Rhoads. All ayes; motion carried.

- b. Review and approve the **20 year Capital Improvement Plan and 5 year Operating Plan** updates.

Executive Director Pedersen presented the following information:

The 20 year Capital Improvement Plan includes a new line item for vehicle replacement. MTA has previously received grants from the Federal Transit Assistance 5311f program to replace vehicles. This funding opportunity is currently not available for vehicle replacement for the next few years. SB 1 State of Good Repair Funds, new legislation recently passed, provides an opportunity to replace some of the shortfall from the FTA 5311f program. In an effort to maintain the fleet and continue to provide services, this line item and cost is included in the 20 year Capital Improvement Plan as a new line item. Staff will continue to seek funding for vehicle replacement from available and new resources.

The 5 year Operating Plan updates include the following:

- New revenue stream from Senate Bill 1 - State of Good Repair
- New line item for the Capital Improvement Plan revenue
- Increase of the Farebox – there has been a marginal increase in fares.
- Increase for the Capital Improvements to include Vehicle Replacement
- New Line item for Capital Vehicle Acquisition
- Increases to Purchased Transportation, Professional and Specialized and Vehicle Maintenance.

Chairman, John Dederick, commented that, a 2% increase in Salaries and Labor over a 4-year period is not realistic. Director Pedersen will look into the increases and adjust if necessary.

Motion by Board Member Parker to approve the 20 year Capital Improvement Plan and 5 year Operating Plan, seconded by Board Member Rhoads. All ayes; motion carried.

6. System Update, Communications, and Calendar

a. Staff Updates

Cindy Imbach stated that the reports have been updated and that all is good. She also mentioned that Roberta Collins, General Manager for MV Transportation, will attend this week's Sage Stage Staff Safety Meeting, she invited anyone who would like to attend.

Board Member Wills inquired about a bus going off the road on the way to Klamath Falls recently and Imbach and Pedersen reported the conditions and damage and stated that they were waiting for the CHP report. MV General Manager, Robert Collins, is working with the driver involved. Imbach mentioned that the vehicle was repaired and inspected and it's good to run.

1. Sage Stage Operations Report – Performance statistics (below) are accurate although unaudited.

Month	Passenger Trips			Miles			Fares		
	2017	2016	Change	2017	2016	Change	2017	2016	Change
Oct	1,576	1,034	↑52.4%	11,496	12,323	↓6.7%	\$7,300	\$5,675	↑28.6%
Nov	1,166	1,035	↑12.7%	10,213	12,046	↓15.2%	\$5,210	\$5,481	↓4.9%
Dec	1,025	1,016	↑0.9%	9,454	10,775	↓12.3%	\$4,178	\$5,567	↓25.0%

Month	Passenger Trips			Miles			Fares		
	2018	2017	Change	2018	2017	Change	2018	2017	Change
Jan	996	955	↑4.3%	10,157	8,209	↑23.7%	\$3,638	\$3,055	↑19.1%

2. Revenue Service Miles compared to Fuel Costs.

Month	Miles			Fuel Cost			Fuel Cost per Mile		
	2017	2016	2015	2017	2016	2015	2017	2016	2015
Oct	11,496	12,323	13,678	\$2,852	\$2,503	\$2,809	.24¢	.20¢	.20¢
Nov	10,213	12,046	11,909	\$2,807	\$2,391	\$2,637	.27¢	.19¢	.22¢
Dec	9,454	10,775	11,851	\$2,439	\$2,410	\$2,319	.25¢	.22¢	.19¢
Jan	10,157	8,209	11,750	\$2,750	\$1,847	\$2,151	.27¢	.22¢	.18¢

3. Ridership - US 395 intercity route by county of origin or destination (O/D) – Operates between Alturas, Susanville, and Reno on reservation basis three (3) times per week on Mondays, Wednesdays, and Fridays.

Month	Modoc O/D		Lassen O/D		Total Ridership	
	2017	2016	2017	2016	2017	2016
Oct	65	69	70	73	135	142
Nov	77	59	44	66	121	125
Dec	38	68	50	63	88	131
Jan	43	27	58	22	101	49

b. Other Information

Director Pedersen mentioned that MTA is seeking a Letter of Support for the new 5311f grant application requirements, reaching out to Social Service agencies and local government agencies. She stated that the new application recommends a City Council and County Board letter of support. A template has been created to offer a base for the letter. Chair Dederick asked Debbie to send a copy of the template to the City Clerk. Commissioner Rhoads asked to have a copy of the template emailed so she could request that the letter of support be added to the agenda for the Board of Supervisors meeting. Director Pedersen will email the template to the City Clerk and Commissioner Rhoads this afternoon in order to make the deadline for the Board meeting. Pedersen thanked Dederick and Rhoads.

Calendar – consider future dates and events of interest:

- 02/06/18 MCTC and MTA Meetings; 1:30 p.m., 200 W North Street, Alturas City Council Chambers, Alturas, CA
- 02/08/18 MV Transportation – Division visit by General Manager
- 02/12/18 Lincoln’s Birthday observed – Office closed – Sage Stage bus will operate
- 02/19/18 President’s Day – the office and Sage Stage bus are closed in observance of the holiday
- 04/03/18 MCTC and MTA Meetings 1:30 p.m. – City of Alturas Council Chambers, 200 W. North St., Alturas

7. **Adjournment** – Motion to adjourn by Board Member Rhoads at 3:00 p.m.; seconded by Board Member Parker. All ayes, motion carried. The next regular meeting will be April 3, 2018 (Tuesday), in the Alturas City Council Chambers, 200 W. North Street, Alturas, CA at about 2:00 p.m., following the MCTC meeting.

Submitted by,

Jacque Dockery
Office Assistant

Modoc Transportation Agency
Transactions by Account
As of February 28, 2018

Date	Num	Name	Amount	Balance
LAIF-8025001 (\$620K)				623,940.99
Total LAIF-8025001 (\$620K)				623,940.99
Plumas Operating MTA-0477				158,436.06
Reserve - Building Improvements				3,555.09
Total Reserve - Building Improvements				3,555.09
Plumas Operating MTA-0477 - Other				154,880.97
01/01/2018	2465	Frontier Communications	-65.90	154,815.07
01/01/2018	2466	Les Schwab Tires	-32.00	154,783.07
01/01/2018	2469	Frontier Communications	-65.90	154,717.17
01/02/2018		Farebox	122.50	154,839.67
01/02/2018		Farebox	20.00	154,859.67
01/02/2018	10218	TCE Communications	-56.43	154,803.24
01/02/2018	2467	Frontier Communications	-65.90	154,737.34
01/02/2018	2468	Ray Morgan Company	-143.70	154,593.64
01/03/2018	2459	Perry's Automotive	-900.35	153,693.29
01/03/2018		Farebox	71.70	153,764.99
01/03/2018	10318	Basys Processing, Inc.	-78.63	153,686.36
01/03/2018	2460	City Of Alturas	-163.54	153,522.82
01/04/2018		Farebox	321.00	153,843.82
01/04/2018	2461	Modoc County Transportation Commissi	-15,097.80	138,746.02
01/04/2018	2462	Pepsi-Cola Bottling Company	-39.99	138,706.03
01/04/2018	2463	EDI Media	-300.00	138,406.03
01/04/2018	2464	Waste Management	-56.79	138,349.24
01/05/2018		Farebox	129.00	138,478.24
01/05/2018		Farebox	32.00	138,510.24
01/08/2018		Farebox	163.50	138,673.74
01/08/2018		Farebox	48.00	138,721.74
01/09/2018		Farebox	150.49	138,872.23
01/09/2018	2472	Ed Staub & Sons	-295.44	138,576.79
01/09/2018	2473	Perry's Automotive	-1,365.15	137,211.64
01/10/2018		Farebox	59.00	137,270.64
01/10/2018	2474	Apex Technology Management, Inc.	-959.00	136,311.64
01/10/2018	11018	Four Corner's Market	-17.75	136,293.89
01/11/2018		Farebox	57.00	136,350.89
01/11/2018		Farebox	210.50	136,561.39
01/11/2018		MCTC	4,282.35	140,843.74
01/11/2018		Farebox	32.00	140,875.74
01/12/2018		Farebox	56.00	140,931.74
01/12/2018	11218	Canby Post Office	-191.80	140,739.94
01/12/2018		Farebox	10.00	140,749.94
01/12/2018		Farebox	27.00	140,776.94
01/16/2018		Farebox	121.50	140,898.44
01/16/2018		Farebox	91.00	140,989.44

Modoc Transportation Agency
Transactions by Account
As of February 28, 2018

Date	Num	Name	Amount	Balance
01/16/2018	2475	Tnet Broadband Internet, LLC	-48.00	140,941.44
01/16/2018	2476	Modoc County Record	-36.00	140,905.44
01/17/2018		Farebox	100.00	141,005.44
01/17/2018		LTF	13,495.27	154,500.71
01/17/2018		STAF	9,519.00	164,019.71
01/17/2018	2477	Renne Sloan Holtzman Sakai	-611.50	163,408.21
01/17/2018		Farebox	38.50	163,446.71
01/17/2018	2478	All Wheel Alignment & Brake	-205.00	163,241.71
01/17/2018	2479	Frank Willis	-60.00	163,181.71
01/17/2018	2480	Perry's Automotive	-466.27	162,715.44
01/18/2018		Farebox	165.50	162,880.94
01/18/2018	11818	Wal Mart	-82.69	162,798.25
01/19/2018		Farebox	93.00	162,891.25
01/19/2018		Farebox	10.00	162,901.25
01/22/2018		Farebox	124.00	163,025.25
01/22/2018		Farebox	238.50	163,263.75
01/23/2018		Farebox	78.00	163,341.75
01/23/2018	2481	Debbie Pedersen	-13.40	163,328.35
01/23/2018	2482	Frank Willis	-60.00	163,268.35
01/24/2018		Farebox	103.05	163,371.40
01/24/2018		Farebox	10.00	163,381.40
01/25/2018		Farebox	301.50	163,682.90
01/25/2018	2483	Fredrick Janitorial	-550.00	163,132.90
01/25/2018	2484	Alturas Chamber of Commerce	-100.00	163,032.90
01/25/2018		Farebox	27.00	163,059.90
01/26/2018		Farebox	20.00	163,079.90
01/26/2018		Farebox	27.00	163,106.90
01/29/2018	2485	Completely Custom Inc.	-730.00	162,376.90
01/29/2018	2486	Verizon Wireless	-150.42	162,226.48
01/29/2018	2487	Pacific Power	-769.05	161,457.43
01/29/2018	2488	Pioneer Auto Body	-345.00	161,112.43
01/29/2018	12918	Apex Technology Management, Inc.	-1,783.03	159,329.40
01/29/2018	12919	Apex Technology Management, Inc.	-3,311.19	156,018.21
01/30/2018		Lassen Transit Service Agency	7,500.00	163,518.21
01/30/2018		Farebox	266.50	163,784.71
01/30/2018	13018	TCE Communications	-56.43	163,728.28
01/31/2018		Farebox	168.00	163,896.28
01/31/2018	2489	California Highway Patrol	-100.00	163,796.28
01/31/2018	2490	Perry's Automotive	-376.59	163,419.69
01/31/2018	2491	City Of Alturas	-163.54	163,256.15
02/01/2018		AP-Tech	400.00	163,656.15
02/01/2018		Farebox	248.95	163,905.10
02/01/2018	20108	Four Corner's Market	-41.27	163,863.83

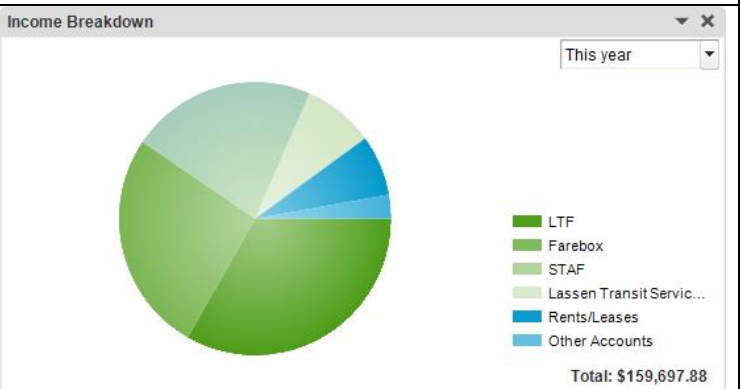
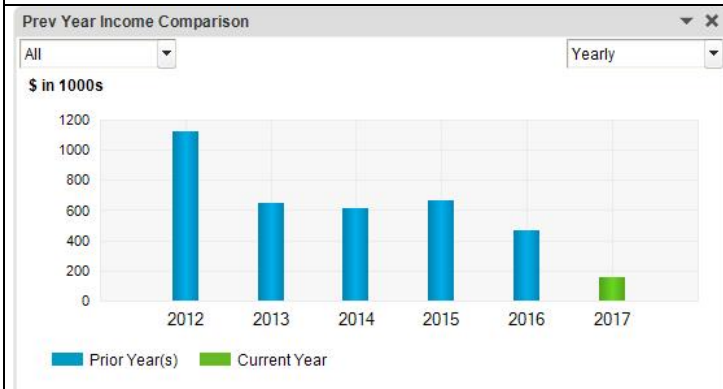
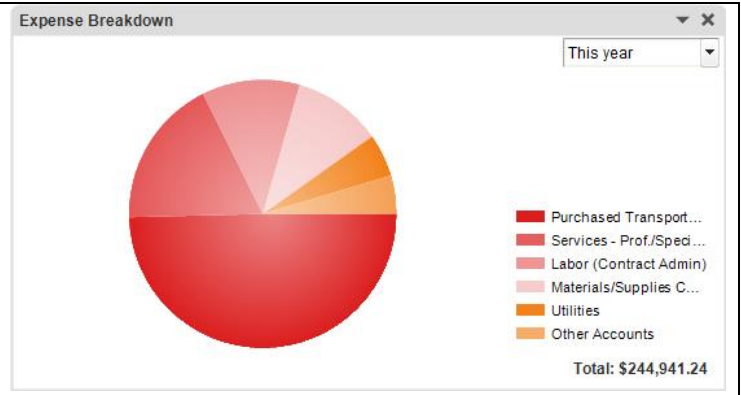
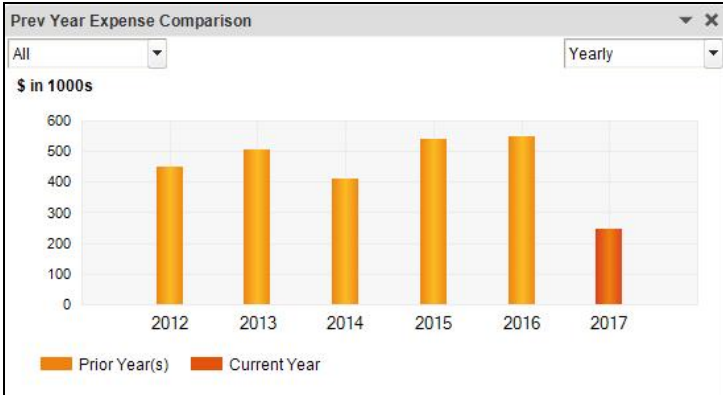
Modoc Transportation Agency
Transactions by Account
As of February 28, 2018

Date	Num	Name	Amount	Balance
02/01/2018	2492	Siskiyou Fire Equipment	-119.00	163,744.83
02/01/2018	2493	Tnet Broadband Internet, LLC	-48.00	163,696.83
02/02/2018		Farebox	94.00	163,790.83
02/02/2018	20218	Basys Processing, Inc.	-74.96	163,715.87
02/02/2018		Farebox	32.00	163,747.87
02/02/2018	2522	Ed Staub & Sons	-274.41	163,473.46
02/02/2018	2523	Ray Morgan Company	-154.91	163,318.55
02/05/2018		Farebox	162.40	163,480.95
02/05/2018		Farebox	10.00	163,490.95
02/05/2018		Farebox	20.00	163,510.95
02/05/2018		Farebox	22.00	163,532.95
02/05/2018		Farebox	25.00	163,557.95
02/06/2018		Farebox	169.60	163,727.55
02/06/2018	2494	Ray Morgan Company	-110.96	163,616.59
02/06/2018	2495	Waste Management	-56.79	163,559.80
02/06/2018	2496	Frontier Communications	-66.02	163,493.78
02/06/2018	2497	Frontier Communications	-66.02	163,427.76
02/06/2018	2498	Frontier Communications	-66.02	163,361.74
02/06/2018	2499	Pepsi-Cola Bottling Company	-39.99	163,321.75
02/06/2018	2500	EDI Media	-150.00	163,171.75
02/06/2018	2501	MV Transportation	-17,771.68	145,400.07
02/06/2018	2502	Modoc County Record	-39.00	145,361.07
02/06/2018		Farebox	32.00	145,393.07
02/06/2018	2520	Pepsi-Cola Bottling Company	-39.99	145,353.08
02/07/2018	2503	Perry's Automotive	-433.65	144,919.43
02/07/2018		Farebox	199.00	145,118.43
02/07/2018	2735	EDI Media	-150.00	144,968.43
02/08/2018		Farebox	209.65	145,178.08
02/08/2018	20818	Amazon	-130.28	145,047.80
02/09/2018		Farebox	54.25	145,102.05
02/09/2018		Farebox	33.00	145,135.05
02/12/2018		Farebox	27.00	145,162.05
02/12/2018		Farebox	76.00	145,238.05
02/12/2018		Farebox	26.00	145,264.05
02/12/2018		Farebox	50.00	145,314.05
02/13/2018		Farebox	157.90	145,471.95
02/14/2018		Farebox	100.00	145,571.95
02/14/2018		Farebox	182.00	145,753.95
02/14/2018	2504	Ed Staub & Sons	-2,749.52	143,004.43
02/14/2018	2505	J. Thayer Company	-62.51	142,941.92
02/14/2018	2506	Perry's Automotive	-2,909.36	140,032.56
02/14/2018	2507	Apex Technology Management, Inc.	-1,018.00	139,014.56
02/14/2018	21418	Amazon	-26.82	138,987.74

Modoc Transportation Agency
Transactions by Account
As of February 28, 2018

Date	Num	Name	Amount	Balance
02/15/2018		Farebox	300.00	139,287.74
02/15/2018		Farebox	151.50	139,439.24
02/16/2018		Farebox	84.00	139,523.24
02/16/2018		Farebox	28.00	139,551.24
02/16/2018		Farebox	10.00	139,561.24
02/20/2018		Farebox	166.50	139,727.74
02/20/2018	2508	Basin Tire Service Inc.	-333.00	139,394.74
02/20/2018	2509	Frank Willis	-60.00	139,334.74
02/20/2018		Farebox	33.00	139,367.74
02/21/2018		Farebox	26.80	139,394.54
02/21/2018	2510	Fredrick Janitorial	-275.00	139,119.54
02/21/2018		Farebox	32.00	139,151.54
02/22/2018		Farebox	200.00	139,351.54
02/22/2018		LTF	537.16	139,888.70
02/22/2018		Farebox	22.00	139,910.70
02/26/2018		Farebox	117.00	140,027.70
02/26/2018		Farebox	207.26	140,234.96
02/26/2018		Farebox	13.50	140,248.46
02/26/2018	2511	Renne Sloan Holtzman Sakai	-830.00	139,418.46
02/27/2018	2512	Pacific Power	-499.50	138,918.96
02/27/2018	2513	Verizon Wireless	-150.42	138,768.54
02/27/2018	2514	Modoc County Record	-180.00	138,588.54
02/27/2018		Farebox	30.00	138,618.54
02/27/2018	2515	Apex Technology Management, Inc.	-1,050.16	137,568.38
02/27/2018		Farebox	33.00	137,601.38
02/27/2018	22719	Amazon	-91.22	137,510.16
02/28/2018		Farebox	81.96	137,592.12
02/28/2018	22818	TCE Communications	-56.43	137,535.69
02/28/2018	2516	Perry's Automotive	-1,550.05	135,985.64
02/28/2018		Farebox	28.00	136,013.64
Total Plumas Operating MTA-0477 - Other			-18,867.33	136,013.64
Total Plumas Operating MTA-0477			-18,867.33	139,568.73
Treasurer Operating MTA-650				0.00
Total Treasurer Operating MTA-650				0.00
TOTAL			-18,867.33	763,509.72

Modoc Transportation Agency Company Snapshots (As of 03/19/18)



Report to Modoc Transportation Agency Board Members	
Subject Regular Business	Meeting Date April 13, 2018
Presented by MTA Staff	Agenda Item 6

Items with attachments, shown in bold:

- a. Request by A-P Tech to consider adjustment to monthly rent of 112 S Main St.
 At the December 5, 2018, MTA meeting the Board acted to raise rent based on recent rental rates on comparable Main Street commercial building rents and that no increase had been initiated in over 4 years. The following events occurred:
 - 11/22/17 - AP Tech provided notice (by email and US mail) that the MTA would consider a rent increase at their December meeting.
 - 12/5/17 - A-P Tech did not appear at the meeting. MTA acted to raise the rent
 - 12/14/17 - MTA mailed a letter to A-P Tech informing them of the rent increase effective 2/1/18.
 - 02/13/18 - Chair Dederick indicated that Greg Jones requested that the rent be reconsidered.
 - 02/14/18 - Emailed A-P Tech to let them know the request to have rent adjusted will be considered at the next MTA meeting - April 3, 2018; Greg Jones was notified that the item has been placed on the April 13, 2018 meeting agenda, it was unknown if they would be able to attend.

Attached is a **summary of comparable rents and monthly square foot cost of items** included in the monthly rent of \$400 for the MTA's office space (heating, electricity, internet, waste disposal, etc.).
- b. Consider authorizing Executive Director to enter into agreement with Modoc Harvest/Modoc Certified Farmers Market for use of the Sage Stage Plaza and Parking area for the 2018 Alturas Farmers Markets.
 Leah Larson, Manager of the Modoc Harvest/Modoc Certified Farmers Market has requested us of the Sage Stage Park/Plaza next to the office every other Saturday for the Alturas Farmers Markets as shown in the **schedule**. The group has an **insurance certificate** and will list Modoc Transportation Agency/Sage Stage as additional insured (term of the contract).
 Staff has contacted Golden State Risk Management Authority to check for allowable use under the MTA's Liability Policy. They have provided the **Insurance Requirements for Rental of Facilities/Use of Facilities** - these clauses are included in the **draft agreement**.
 Staff recommends approval of the draft agreement and authorizes the Executive Director to execute agreement with Modoc Harvest.
- c. Consider adoption of **Resolution 18-01 Fiscal Year 2018/19 Budget**.
 The Fiscal Year 2018/19 budget is attached - staff recommends approval. The FY 2018/19 Budget reflects the MTA Operating and Capital / Vehicle Replacement Plans that was approved by MTA in February 2018 with the following adjustments: Farebox was decreased from \$76,000 to \$65,000; Fuel was increased from \$35,000 to \$38,000; Salaries/Labor was decreased from \$120,750 to \$104,136.
- d. Update and information regarding the Bus Shelters (2) installation. Staff will provide a verbal update.

Regular Business	April 13, 2018
Presented by	Agenda Item
MTA Staff	6- Continued

e. **Operating Expenses Local Transportation Fund Transit Claim and State Transit Assistance Fund Claim for Fiscal Year (FY) 2018/19.**

Staff recommends approval of the LTF and STAF Claim for transit operations support from the MCTC. Said claim to be submitted to MCTC for allocation.

f. Report regarding 2 year extension of the contract between MTA and MV Transportation to operate Sage Stage; authorize Executive Director to execute amendments to the MTA and MV Transportation, Inc. Agreement.

The draft contract extension has been provided to Caltrans Rail and Mass Transportation for review; staff recommends that the MTA authorize the Executive Director to modify the Agreement as needed and execute amendments on behalf of MTA.

g. Consider approval of the **Modoc Transportation Agency Tort Claim Policy.**

Golden State Risk Management Authority offers a Risk Management Accreditation Program to its members to update policies and procedures or adopt new policies to reduce risk. Participants earn points for each policy that is in place, and accrued points reduce the member contributions by up to 10%. MTA has participated in this program, and will earn up to a 10% cost savings.

Modoc Transportation Agency - 112 S Main Street Rental

Rent comparisons

Main St. Beauty Salon (formerly Tarte near The Art Center) \$450/month plus utilities
 Waiting area, salon area, small bathroom/kitchen

Main St. Law Office (Wendy Dier)..... \$325/month water incl.; tenant pays electric/heating
 Office area and bathroom

Court St Law Office (formerly Wendy Dier) \$425/month water incl.; tenant pays electric/heating
 Office area, waiting area, and bathroom

Office next to Tax Matters (North St) \$400 month plus electric
 Waiting area, small office or room, and bathroom

MTA Annual Utility Costs (actual) - cost per square foot

Propane/Date	Cost
1/9/2018	\$295.44
11/15/2017	\$273.81
8/29/2017	\$155.60
4/3/2017	\$226.92
3/6/2017	\$196.51
2/7/2017	\$576.58
	<u>\$1,724.86</u>

Electric/Date	Cost
1/29/2018	\$769.05
12/27/2017	\$626.66
11/17/2017	\$407.19
10/24/2016	\$386.85
9/25/2016	\$506.16
8/24/2017	\$443.07
7/26/2017	\$506.66
6/26/2017	\$440.36
5/15/2017	\$417.50
4/25/2017	\$431.78
3/28/2017	\$490.38
2/23/2017	\$489.33
	<u>\$5,914.99</u>

Annual Cost/Heat, Air, Elec	Monthly Avg	cost/sq ft	AP Tech mthly/sq ft
\$7,639.85	\$636.65	\$0.19	\$51.13
Internet Access 480	\$40.00	0.01	\$2.65
Water/Sewer 977.28	81.44	0.02	<u>\$6.54</u>
Total Utilities paid by MTA			<u>\$57.67</u>

Based on actual Commercial montly cost

Waste Disposal	\$15.00
Water/Sewer	\$85.00
Internet Connection	<u>\$40.00</u>
	\$140.00

Draft

Modoc Transportation Agency

AGREEMENT WITH MODOC HARVEST FOR USE OF THE SAGE STAGE PARK/PLAZA

This AGREEMENT, dated the ___ day of _____ 2018, is between Modoc Harvest aka Alturas Farmers Market ("MODOC HARVEST") and **Modoc Transportation Agency** ("MTA") for use of the Sage Stage Park/Plaza adjacent to 108 S Main St., Alturas, CA.

ARTICLE 1. SCOPE OF SERVICES

The Scope of Services is set forth as Modoc Harvest use of the Modoc Transportation Agency (MTA) / Sage Stage Park/Plaza located adjacent to 108 S. Main Street, Alturas, California. The use is specifically for the scheduled Alturas Farmers Markets as shown in Attachment A. Modoc Harvest shall provide access to facility to vendors associated with Modoc Harvest. MTA shall provide Modoc Harvest access to the Park/Plaza for the specific activities associated with the Alturas Saturday Markets. MTA will provide water and electricity for the events. Modoc Harvest will remove all trash and vendor stands at the end of each Saturday event.

ARTICLE 2. COMPENSATION

MTA allows the use of the park/plaza with no fees for these events as scheduled in Attachment A. All conditions of the Agreement shall remain in place beginning June 1, 2018 through November 1, 2018.

ARTICLE 3. OBLIGATIONS OF MODOC HARVEST

A. General

Modoc Harvest coordinate and manage all aspects of each event; MTA will provide access to the property and use of existing water and power. Modoc Harvest will provide all other amenities that are necessary to operate the event.

B. Standard of Business/Care of MTA Property

Modoc Harvest shall be responsible for all business at the markets and will hold MTA harmless of any business that results in claims, customer complaints, or other occurrences relating to Modoc Harvest events held on MTA property.

Modoc Harvest shall leave the park in as good of condition as was received following each event (removal of vendor hardware, trash, signs, etc.).

Modoc Harvest is responsible for care of MTA property and reporting damage in the unlikely event that it may occur.

C. Licenses

Licenses, such as a business license shall be obtained and maintained by Modoc Harvest without additional compensation, and not at the responsibility of MTA.

D. Modoc Harvest Insurance Requirements:

Shall procure and maintain insurance, for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If Modoc Harvest maintains broader coverage and/or higher limits than the minimums shown above, the MTA requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

MTA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of

the rental of the facility, work or operations performed by or on behalf of the Modoc Harvest including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Modoc Harvest's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, Modoc Harvest's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the MTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the MTA, its officers, officials, employees, or volunteers shall be excess of the Modoc Harvest's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the MTA.

Waiver of Subrogation

Modoc Harvest hereby grants to MTA a waiver of any right to subrogation which any insurer of said Modoc Harvest may acquire against the MTA by virtue of the payment of any loss under such insurance. Modoc Harvest agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the MTA has received a waiver of subrogation endorsement from the insurer

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Renter commences activities.

Liquor Liability

Modoc Harvest will request by written notification to MTA and must receive written approval from MTA if there is intent to supply, sell, or use alcoholic beverages; the general liability insurance shall include host liquor liability coverage. If Modoc Harvest is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Modoc Harvest intends to sell alcohol either Modoc Harvest or the vendor providing the alcohol for sale must notify MTA in writing and request approval for this use, have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Special Risks or Circumstances

MTA reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

G. Independent Business

The Modoc Harvest, in accordance with its status as an independent business, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the MTA by reason hereof, and that it will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the OWNER including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 4. OBLIGATIONS OF MTA

A. Access to Facilities and Property

MTA will make the park/plaza area accessible to Modoc Harvest for the Alturas Saturday Market.

B. Prompt Notice

MTA will give prompt written notice, by email, to Modoc Harvest whenever MTA observes or becomes aware of any developments that affect the scope or timing of Modoc Harvests planned events.

C. Litigation Assistance

The Scope of Services does not include costs of Modoc Harvest for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by MTA. All such services required or requested of Modoc Harvest by MTA, except for suits or claims between the parties to this AGREEMENT.

D. Changes

MTA may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect Modoc Harvests cost of or time required for performance of the services, an equitable mutually agreed upon adjustment will be made through an amendment to this AGREEMENT.

E. Force Majeure

MTA is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of MTA.

F. Termination

This AGREEMENT may be terminated by either party for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within seven (7) working days of written notice and diligently completes the correction thereafter.

G. No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than MTA and Modoc Harvest and has no third-party beneficiaries.

H. Indemnification

- (a) Modoc Harvest agrees to indemnify MTA from any claims, damages, losses and costs, including, but not limited to attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Modoc Harvest or its employees, affiliated companies, officers and subcontractors in connection with the Modoc Harvest.
- (b) MTA agrees to indemnify Modoc Harvest from any claims, damages, losses and costs, including, but not limited to attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of MTA and its employees, or agents in connection with the PROJECT.
- (c) If the negligence or willful misconduct of both Modoc Harvest and MTA (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between Modoc Harvest and MTA in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

I. Assignment

This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors and assigns of the parties hereto.

J. Interpretation and Waivers

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort

including negligence, strict or statutory liability, or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitation of liability or sole negligence for indemnification. Parties means MTA and Modoc Harvest, and their officers, employees, agents, affiliates, subcontractors and appointing entities. The parties also agree that MTA will not seek damages in excess of the limitations indirectly through suits with other parties who may join Modoc Harvest as a third-party defendant.

K. Jurisdiction

The law of the State of California shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Any action at law shall be tried in a court of competent jurisdiction in the County of Modoc, State of California; and the parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county or state.

L. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

ARTICLE 7. ATTACHMENTS, SCHEDULES, EXHIBITS AND SIGNATURES

A. Agreement

This AGREEMENT, including its attachments, schedules and exhibits constitutes the entire AGREEMENT, supersedes all prior written or oral understandings and may only be changed by a written amendment executed by both parties.

B. Attachments

The following attachments and schedules are hereby made a part of this AGREEMENT: **Attachment A - Modoc Farmers Markets Alturas Farmers Market**

C. Designated Representatives

Debbie Pedersen, Executive Director at (530) 233-6410 is the designated representative of MTA.

D. Notice

Any notice required by this AGREEMENT shall be considered sufficiently served when given in writing by either party by Certified Mail, postage prepaid, addressed as follows:

Modoc Harvest: Leah Larsen
Farmers Market Manager, Modoc Harvest
PO Box 549
Cedarville, CA 96104

MTA: Modoc Transportation Agency
Debbie Pedersen
108 S. Main Street
Alturas, California 96101
(530) 233-6410

IN WITNESS WHEREOF, the parties hereto have hereunto executed this agreement.

For the OWNER, MODOC TRANSPORTATION AGENCY

Dated this ____ day of _____, 2018,

By: _____
Debbie Pedersen, Executive Director

For the Modoc Harvest, Leah Larson

Dated this ____ day of _____, 2018,

By: _____
Farmers Market Manager, Modoc Harvest

Tax ID # _____

Attachment A

2018

Modoc Certified Farmers Markets Saturdays 9 to noon

Market Manager: Leah Larsen
svsaturdaymarket@gmail.com
530-936-7876

June 30	Surprise Valley Saturday Market
July 7	Alturas Farmers Market
July 14	Surprise Valley Saturday Market
July 21	Alturas Farmers Market
July 28	Surprise Valley Saturday Market
August 4	Alturas Farmers Market
August 11	Surprise Valley Saturday Market
August 18	Alturas Farmers Market
August 25	Surprise Valley Saturday Market
September 1	Alturas Farmers Market
September 8	Surprise Valley Saturday Market
September 15	Alturas Farmers Market
September 22	Surprise Valley Saturday Market
September 29	Alturas Farmers Market
October 6	Surprise Valley Saturday Market
October 13	Alturas Farmers Market



Strengthening the communities of Modoc County through local food education and access
ModocHarvest.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Modoc Insurance Services Lic #0759332 326 North Main St. Alturas CA 96101		CONTACT NAME: Lana Atkins PHONE (A/C, No, Ext): (530)233-3432 E-MAIL ADDRESS: latkins@modocins.com FAX (A/C, No): (530)233-5700	
INSURED Modoc Harvest PO Box 549 Cedarville CA 96104		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Insurance Alliance of California INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35076	

COVERAGES**CERTIFICATE NUMBER:** CL1821601048**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2018-48831	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9225334-18	02/01/2018	02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 the Modoc Siskiyou Community Action Agency
 112 East 2nd St

Alturas

CA 96101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MODOC TRANSPORTATION AGENCY
Revised RESOLUTION No. 18-01
Fiscal Year (FY) 2018/19 Budget

WHEREAS, the Modoc Transportation Agency (MTA) is responsible for adopting an annual Budget each fiscal year (FY) that identifies anticipated revenues and expenditures; and

WHEREAS, the MCTC apportioned the FY 18/19 Transportation Development Act (TDA) funds in the Findings of Apportionment on February 6, 2018 to claimants MCTC planning & administration, the Modoc Transportation Agency/Transit Operations, the Modoc County Road Department and the City of Alturas; and

WHEREAS, the MTA FY 2018/19 Budget, as shown in Attachment A, includes revenues from TDA, Federal Transit Assistance, State Transit Bonds (Prop 1B CTAF), Lassen County Transportation Commission, Sub-Leases/Rents, fare revenue, and grant sources identified in Resolution 17-08 Authorized Signatories for Plans and Programs; and

WHEREAS, the MTA FY 2018/19 Budget, as shown in Attachment A, identifies estimated expenditures to administer the revenue from the Agency grants and programs; and

WHEREAS, the MTA authorizes the Executive Director or Chairman to modify line item amounts within the budget for daily operations so long as the overall revenues and expenditures are in accordance with amounts shown in Attachment A, and with a subsequent approval by MTA.

NOW, THEREFORE, BE IT RESOLVED that the Modoc Transportation Agency hereby adopts this FY 2018/19 Budget (\$477,961)

PASSED AND ADOPTED this 3rd day of April, 2018 by the following vote:

AYES: Board Members:
NOES: None
ABSENT: Board Members:

ATTEST:

John Dederick, Chairman

Debbie Pedersen, Executive Director
Modoc Transportation Agency

**Modoc Transportation Agency
FY 2018/19 Budget
18-01 - Attachment A**

Adopted 4/3/18 (18-01)		
<u>REVENUES</u>	Operating	Capital Expense
Facility Sub-Lease - AP Tech Drug & Alcohol	\$ 21,960	
LTF - Sales Tax Revenue Estimate - FY 17/18	\$ 90,000	
STAF - Estimate FY 17/18	\$ 63,000	
State of Good Repair - Reserve (18/19)		\$ 29,000
RSTPG		
MTA		
Regional Surface Transportation Program (FY 16/17)		
Local Gov Collaborative - LTSA Reno Route	\$ 30,000	
FTA 5311 Operating Assistance (16/17 Grant)	\$ 54,891	
FTA 5311(f) Intercity Routes (17/18 Grant)	\$ 122,610	
Rural Transit Assistance Program (2018/19)	\$ 1,500	
Farebox	\$ 65,000	
Total Revenues	\$ 448,961	\$ 29,000
	\$	477,961
<u>EXPENSES</u>		
Fuel	\$ 38,000	
Insurance (Building & Liability)	\$ 5,000	
Legal Notices	\$ 1,000	
Marketing / Public Information	\$ 2,500	
Professional / Specialized		
Accounting / Auditor Services	\$ 9,000	
IT Service & Support (<i>IT Monthly</i>)	\$ 7,500	
Legal Services	\$ 5,000	
Miscellaneous Services	\$ 4,000	
Purchased Transportation	\$ 198,000	
Supplies Consumed		
Office Supplies	\$ 6,000	
Vehicle & Shop Supplies	\$ 1,700	
Salaries / Labor	\$ 104,136	
Travel / Staff Training / Memberships	\$ 3,500	
Uniforms	\$ 1,000	
Utilities	\$ 18,500	
Vehicle Maintenance & Repair	\$ 37,500	
<u>CAPITAL & RESERVE</u>		
Transit Property & Vehicle - Reserve		\$ 29,000
Building Improvements - Reserve	\$ 6,625	
Operating - Reserve	\$ -	
Total Expenses	\$ 448,961	\$ 29,000
	\$	477,961

LOCAL TRANSPORTATION FUND (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUND
ANNUAL PROJECT AND EXPENDITURE PLAN

Claimant: Modoc Transportation Agency

Fiscal Year 2018/19

See Chapter 10 of MCTC's Transportation Development Act Workbook for detailed instructions on how to complete this form.

PROJECT TITLE	SOURCE OF FUNDING					TOTAL	
	TDA - LTF		TDA - STA		Local Fund Balance		Other
	LTF \$ amount	PUC Article & Section	STA \$ amount	CCR Section			
						-	
Transit Operations	90,000.00	Article 8 / 99400 (c)	63,000.00	21 CCR6731(b)		153,000.00	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
						-	
TOTAL	90,000.00		63,000.00		-	153,000.00	

AMENDMENT #1 TO AGREEMENT
SAGE STAGE TRANSIT SYSTEM
MANAGEMENT and OPERATIONS
FY 2013/14 through 2017/18

The AGREEMENT for management of Sage Stage Transit System, hereinafter referred to as "SAGE STAGE," which was entered into May 16, 2013 by and between the Modoc Transportation Agency (MTA), and MV Transportation, Inc. Agreement between MTA and MV Transportation, Inc. (MVT), was initially for the period of Fiscal Year 2013-14 through 2017-18 was agreed to by both parties and is in good standing.

Said agreement Page 7, Section 11.3, Option Term, allows for MTA to extend the service provided by CONTRACTOR, for up to two option periods of one year duration. Both MTA and MVT desire to exercise these two option periods.

Whereas, the MTA desires to exercise the Option Term contained in Section 11.3, on page 7, from June 30, 2018 to June 30, 2019 inclusive and option year two covering the period of June 30, 2019, to June 30, 2020 inclusive.

Whereas, Clause A-11 of the RFP identified unknown costs and timing of the Affordable Health Care Act costs, and the MTA and MV Transportation agreed to meet quarterly to assess and ascertain actual costs of the Affordable Health Care Act to pass on to MTA. MVT began incurring costs for the Sage Stage employee's health program in 2017. It is agreed that MTA will be billed for MVT health care costs for each employee as part of the employee salary and benefits costs.

Whereas it is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements in the AGREEMENT dated May 16, 2013, and that MTA and CONTRACTOR agree to amend Page 7, Section 11.3, Option Term, to include this Amendment #1.

Whereas it is also mutually understood and agreed that MTA is under no obligation whatsoever to exercise this option and that no representations have been made by MTA committing to such exercise of this option, and that MTA may procure such option requirements elsewhere. Such option is hereby issued and agreed to with this Amendment #1.

Modoc Transportation Agency

MV Transportation, Inc.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Modoc Transportation Agency

Tort Claim Filing Procedures

Note: This information is not legal advice. If you have legal questions, please seek the advice of an attorney.

The Modoc Transportation Agency follows Government Code, 810 *et seq.*, Division 3.6 of the Government Code, the California Tort Claims Act (the "Act"). The Act establishes procedures and guidelines for resolving claims for damages or injuries involving public property and/or employees. Claims for damage to personal property, injury to a person, or death must be filed no later than six (6) months from the date of the incident. All other claims must be filed within one (1) year after the incident occurred. A Third Party Claim ("Claim") must be presented for all claims against the Modoc Transportation Agency or a public employee acting with the course and scope of their employment. If the claim should have been filed within six (6) months after the incident occurred and the deadline was missed, claimants must file for a "leave to present a late claim" within one (1) year.

The Modoc Transportation Agency requires a written tort claim be filed with the Modoc Transportation Agency Executive Director. To ensure that your claim is processed, please complete each section of the claim form that is applicable to your damages/injuries.

PROCEDURES:

1. Claims must be submitted on the appropriate form and signed by the claimant or his or her representative. A Claim may be returned if it is not presented using the prescribed form. Any Claim returned may be resubmitted using the appropriate form. The claim must contain the following information:

- a) Name and mailing address of claimant;
- b) Name and address to which to send notices;
- c) Date, place, and circumstances of the claim;
- d) Description of the injury, damage, or loss for which payment is sought;
- e) Name of any public employee causing the loss, if known; and
- f) The dollar amount of the claim if the total is less than \$10,000. If greater than \$10,000 no dollar amount needs to be listed, however, it shall indicate whether the claim would be a limited civil case.

2. The Claim shall be submitted to the Executive Director of the Modoc Transportation Agency.

3. The Modoc Transportation Agency must act on a claim within forty-five (45) days after the claim is presented. If no action is taken within 45 days, the claim is deemed rejected under

statute. The 45 day period can be extended by written agreement of the claimant and the Modoc Transportation Agency.

CLAIM SUBMITTAL INSTRUCTIONS:

The complete claim form along with copies of all related documents must be filed with the Modoc Transportation Agency Executive Director. Completed claim forms can be submitted by mail or in person:

- If by mail:

Executive Director
Modoc Transportation Agency
108 S Main Street
Alturas, CA 96101

- If in person:

Modoc Transportation Agency
108 S Main Street
Alturas, CA 96101

Office Hours: Monday through Friday - 8:00 a.m. to 5:00 p.m.

Report to Modoc Transportation Agency Board Members

Subject System Update, Communications and Calendar	Meeting Date April 13, 2018
Presented by MTA Staff	Agenda Item 6

a. System Update – Note: Attachments shown in **bold** type.

1) Sage Stage Operations Report – Performance statistics (below) are accurate although unaudited.

Month	Passenger Trips			Miles			Fares		
	2018	2017	Change	2018	2017	Change	2018	2017	Change
Jan	996	955	↑4.3%	10,157	8,209	↑23.7%	\$3,638	\$3,055	↑19.1%
Feb	1,014	882	↑15.0%	8,251	10,106	↓18.4%	\$4,002	\$4,094	↓2.2%
Mar		1,026	↑%		12,672	↓%	\$	\$5,505	↓%

2) Revenue Service Miles compared to Fuel Cost

Month	Miles			Fuel Cost			Fuel Cost per Mile		
	2018	2017	2016	2018	2017	2016	2018	2017	2016
Jan	10,157	8,209	11,750	\$2,750	\$1,847	\$2,151	.27¢	.22¢	.18 ¢
Feb	8,251	10,106	12,454	\$2,164	\$2,167	\$1,907	.26 ¢	.21¢	.15¢
Mar		12,672	14,306	\$	\$2,695	\$2,803	. ¢	.21¢	.19¢

3) Ridership - US 395 intercity route by county of origin or destination (O/D) – Operates between Alturas, Susanville and Reno on reservation basis three (3) times per week on Mondays, Wednesdays & Fridays.

Month	Modoc O/D		Lassen O/D		Total Route Ridership	
	2018	2017	2018	2017	2018	2017
Jan	43	27	58	22	101	49
Feb	33	44	51	48	84	92
Mar		59		64		123

b) Other Information

Calendar – consider future dates and events of interest:

- 04/03/18 MCTC and MTA Meetings 1:30 p.m.– City of Alturas Council Chambers, 200 W North St, Alturas
- 05/28/18 Memorial Day - Observed Holiday - office closed no bus service
- 06/05/18 Annual Luncheon 12:00 p.m. Sage Stage Office, 108 S Main St., Alturas
- 06/05/18 MCTC/MTA - meetings 1:00 p.m., Sage Stage Office - 108 S Main St., Alturas
- 06/30/18 June Jamboree - Sage Stage will provide rides
- 07/04/18 4th of July Holiday- Office Closed; no bus service