

Board of Directors
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TAMI TRENT
City of Fortuna
MIKE WILSON
County of Humboldt

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



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

Wednesday, June 27, 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 May 23, 2018 Regular Board Meeting

Page 04

Recommend: Approve minutes

Attachments: May 23, 2018 minutes

2. April 2018 statistics and financial statements for all systems operated by HTA

Handout

Recommend: Receive and file

3. Agreement for Operation of the Tish Non-Village Bus Transit System by and between HTA and the County of Humboldt.

Page 06

Staff is recommending a three-year agreement between HTA and the County to provide transportation to/from Fortuna and College of the Redwoods.

Action Recommended: Approve the Agreement for Operation of Bus Transit System in the Willow Creek Area by and between Humboldt Transit Authority and the County of Humboldt.

4. Agreement for Operation of Bus Transit System in the Willow Creek Area by and between HTA and the County of Humboldt.

Page 24

Staff is recommending a three-year agreement between HTA and the County to provide transportation to/from Willow Creek.

Action Recommended: Approve the Agreement for Operation of Bus Transit System in the Willow Creek Area by and between Humboldt Transit Authority and the County of Humboldt.

5. Amendment No. 1 to Agreement Between the Humboldt Transit Authority and CAE Transport, Inc. for Paratransit Transportation (Dial-A-Ride) Services Page 42
Staff is recommending a one-year extension for CAE Transport to provide Dial-A-Ride services in Humboldt County.
Action Recommended: Approve Amendment No. 1 to Agreement Between the Humboldt Transit Authority and CAE Transport, Inc. for Paratransit Transportation (Dial-A-Ride) Services
6. Agreement between the Humboldt Transit Authority, City of Arcata, County of Humboldt and the Humboldt County Association of Governments Regarding Dial-A-Ride Services Operating and Administrative Cost-Sharing. Page 44
Staff and Legal Counsel have prepared a funding agreement for Dial-A-Ride services in the region. It is for a one-year term with no increase in costs from the prior year's contract.
Action Recommended: Approve the Agreement between the Humboldt Transit Authority, City of Arcata, County of Humboldt and the Humboldt County Association of Governments Regarding Dial-A-Ride Services Operating and Administrative Cost-Sharing.
7. Humboldt Transit Authority's Drug & Alcohol Policy Page 54
An amendment is needed to appoint a Drug & Alcohol Program Manager for the Humboldt Transit Authority's Drug & Alcohol Policy.
Action Recommended: Approve amendment to Humboldt Transit Authority's Drug and Alcohol policy by adopting Resolution 18-05.
~Attachments: HTA Drug & Alcohol Policy Excerpt
8. 2017-2018 FY Budget Continuation until Adoption of 2018-2019 FY Budget Page 57
Staff is recommending adoption of Resolution 18-06 to continue the current fiscal year budget. The final 2018-2019 fiscal year budget will be ready for Board review and adoption at its July Board meeting,
Action recommended: Continue HTA's 2017-2018 Budget until adoption of the 2018-2019 budget by adopting Resolution 18-06
9. Federal Transit Administration Section 5311 Grant Funds Page 59
Staff is recommending submitting an application for 5311 Regional Apportionment to purchase capital equipment and for operating assistance.
Action Recommended: Adopt Resolution 18-07 Authorizing Application for FTA Section 5311 Grant Funds and the General Manager to Sign the Grant Agreement.
10. Federal Transit Administration 5311(f) Grant Funds Page 61
Staff is recommending submitting an application for 5311 (f) funds for operating assistance for the Intercity Bus Systems.
Action Recommended: Adopt Resolution 18-04 Authorizing Application for FTA Section 5311 (f) Grant Funds and the General Manager to Sign the Grant Agreement.

F. Items Removed from Consent Calendar

G. Old Business

H. New Business

1. Preliminary Budget for Humboldt Transit Authority FY 2018/19

Page 63

Staff has prepared a preliminary budget for the Consolidated Transportation Services Agency, operating the Redwood Transit System, the Eureka Transit Service, Willow Creek Extension, Southern Humboldt Systems, Tish Non-Village, and for contracting with the City of Arcata for maintenance and transit services. The Finance and Operations Committee reviewed the budget during their meeting on June 20, 2018.

Action Recommended: Review the budget as proposed by staff and recommended by the Finance and Operations Committee. Make changes if necessary. If approved, direct staff to publish a notice regarding public input on the proposed budget.

2. Humboldt Transit Authority ADA Specialist/Title VI Coordinator

Page 67

Staff is recommending a revision to the ADA Specialist/Title VI Coordinator job position by adding the duties of Safety Coordinator, changing the job title to Safety & ADA Coordinator, and revising the salary schedule to reflect the added duties.

Action Recommended: Approve the Revision to the ADA Specialist/Title VI Coordinator Job Description position to add Safety Coordinator duties and revise job title by Adopting Resolution 18-07

~Attachments

Salary Schedule

Safety Manager Job Description

3. Agreement for Operation of the Southern Humboldt Bus Transit System by and between County of Humboldt and the Humboldt Transit Authority

Page 72

Staff is recommending a three-year agreement between HTA and the County to provide transportation to/from the Southern Humboldt region.

Action Recommended: Approve the Agreement for Operation of the Southern Humboldt Bus Transit System by and between County of Humboldt and the Humboldt Transit Authority

I. Closed Session: 2 Items (Time Sensitive 9:30 am)

1. 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.
2. The Board will go into Closed Session pursuant to Government Code Section 54956.9(a) to confer with Legal counsel regarding pending litigation: Maxon v. HTA (Humboldt County Sup. Ct Case No. DR180182) .
3. The Board will Reconvene in Open Session and report out as necessary

J. Board Reports

K. Department Reports

L. 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

May 23, 2018

ROLL CALL

PRESENT

Board Members

Tami Trent, City of Fortuna

Paul Pitino, City of Arcata

Natalie Arroyo, City of Eureka

Tim Marks, City of Rio Dell

Mike Wilson, County of Humboldt

Rex Bohn, County of Humboldt

ABSENT

Steve Ladwig, City of Trinidad

Staff

Greg Pratt, General Manager

Brenda Fregoso, Secretary to the Board

Consuelo Espinosa, ADA Specialist

Jim Wilson, Director of Maintenance

Alene Webb, Finance Manager

Karen Wilson, Manager of Operations

Also, in attendance were: Nancy Diamond, HTA Legal Counsel; Catherine Sundquist, City Ambulance; Oona Smith, HCOAG; Marcella Clem, HCOAG.

CALL TO ORDER

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

COMMUNITY MEMBERS COMMUNICATION

None

SPECIAL PRESENTATIONS

See communications

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 Councilmember Pitino, second by Supervisor Wilson to approve the Consent Calendar.

Motion carries unanimously

1. Minutes from the April 25, 2018 Regular Board Meeting

Action Recommended: Approve minutes

2. March 2018 statistics and financial statements for all systems

Action Recommended: Receive and File

Items Removed from the Consent Calendar

None

OLD BUSINESS

None

NEW BUSINESS

1. Transfer all Management, Function and Assets of the Eureka Transit Service to the Humboldt Transit Authority

The Eureka City Council has requested that the Humboldt Transit Authority accept the transfer of the Eureka Transit Service and the Eureka Dial-A-Ride program.

General Manager Greg Pratt gave the board information on the transfer of all management, functions and assets of the Eureka Transit Service to the Humboldt Transit Authority. He also gave the board a history of the functions Humboldt Transit Authority had with Eureka Transit Authority since 2001.

Motion by Supervisor Wilson, second by Councilmember Pitino to approve the transfer of the City of Eureka's Transit System (ETS) and its paratransit system (DAR) and adopt Resolution 18-03.

Motion carries unanimously

2. Amendment to Agreement Between HTA and ADS in Motion

Due to recent changes in Humboldt Transit Authority's bus inventory, ADS in Motion has submitted an amendment proposal to the HTA board for consideration.

General Manager Greg Pratt gave the board information on the contract between ADS in Motion and Humboldt Transit Authority and the amendment now that ETS has transferred the service to HTA.

The board recommended bringing this agenda item back to a future board meeting for HTA Legal Counsel to look at the language in the City of Eureka's contract and its "No Assignment Clause".

Board Reports

Chairperson Arroyo gave the board and update from the last HCOAG meeting.

Department Reports

General Manager Greg Pratt gave the board an update on the Electric bus coming soon and discussed some ideas staff have to get the word out to the public.

He also gave the board information on HTA's relationship with the Senior Resource Center and their buses as well as dispatch.

Communications

Oona Smith with HCOAG presented the board with a handout on the redesign from the consultants on "Ride Humboldt" along with several other ideas. She stated that there is time to choose one as this is a five (5) year development plan and that there is no funding at this time.

Meeting adjourned at 10:00 a.m.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Agreement for Operation of the Tish Non-Village Bus Transit System by and between HTA and the County of Humboldt.

Bus Service for the Tish Non-Village began in July 2015. It provides service for the Bear River Band of Rohnerville Rancheria residents with a route that runs between College of the Redwoods and the City of Fortuna. It also makes connections to the Redwood Transit System and the Southern Humboldt Intercity System.

The contract is up for renewal and there are no schedule changes. The only change from the prior contract is a fair increase as shown in Exhibit A. Because the system is 100% funded by the County's Local Transportation Fund, it is scheduled for approval on the Humboldt County Board of Supervisors agenda for June 26, 2018.

Action Recommended: Approve the Agreement for Operation of Bus Transit System in the Tish Non-Village Area by and between Humboldt Transit Authority and the County of Humboldt.

**AGREEMENT FOR OPERATION OF THE TISH NON VILLAGE BUS TRANSIT SYSTEM
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT TRANSIT AUTHORITY
FOR FISCAL YEARS 2018-2019 THROUGH 2020-2021**

This Agreement, entered into this ____ day of _____, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Humboldt Transit Authority, a joint powers public entity of the State of California, hereinafter referred to as “HTA,” is made upon the following considerations:

WHEREAS, COUNTY desires to provide useful and economical bus service to the citizens of Humboldt County; and

WHEREAS, HTA is qualified and has the capacity to administer and manage the operation of the Tish Non Village Bus Transit System; and

WHEREAS, the operation of the Tish Non Village Bus Transit System shall be controlled by COUNTY in that COUNTY shall establish or approve any and all policies under which said system functions and operates; and

WHEREAS, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and HTA.

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

1. **RIGHTS AND OBLIGATIONS OF HTA:**

- A. **Operation and Management Services.** HTA hereby agrees to manage the operation of the Tish Non Village Bus Transit System. HTA’s management responsibilities shall include, without limitation:
1. Providing a sufficient number of qualified personnel, as determined in HTA’s discretion.
 2. Providing necessary vehicle maintenance, equipment, office and garage space and employee facilities, as determined necessary by HTA for adequate operation of the Tish Non Village Bus Transit System consistent with Exhibit A – Deviated Fixed Rates (“Exhibit A”), which is attached hereto and incorporated herein by reference.
 3. Compliance with all local, state and federal laws, regulations, ordinances and requirements, including, but not limited to, obtaining and maintaining all necessary licenses and permits for operation of the Tish Non Village Bus Transit System.
 4. Compliance with all local, state and federal funding requirements, including, but not limited to, Section 5311 of Title 49 of the United States Code (“U.S.C.”) and Section 6633.2 of Title 21 of the California Code of Regulations.
 5. Compliance with all applicable provisions of the Certifications and Assurances for Federal Transit Administration Assistance Programs.

- B. Transportation Services. HTA shall provide public bus transportation over routes and schedules of service and times which will best meet the needs of the residents of Humboldt County consistent with Exhibit A. As part of providing such transportation services, and within the exercise of HTA's sole discretion, HTA shall:
1. Procure sufficient numbers and types of vehicles to adequately operate the Tish Non Village Bus Transit System consistent with Exhibit A by applying for and using appropriate federal and state grant funds.
 2. Determine bus route schedules consistent with Exhibit A.
 3. Make short-term changes in fares, routes, services and/or transfer privileges to address unplanned emergency events.
 4. Make minor changes in fares, routes, services and/or transfer privileges that do not cause either an increase of ten percent (10%) or more, or a decrease of twenty percent (20%) or more, in total fare box revenue within the Tish Non Village Bus Transit System, as computed from the fares specified in Exhibit A.
 5. When deemed appropriate, submit for COUNTY's consideration and written approval of any substantial changes in fares, routes, services and/or transfer privileges. COUNTY shall be given no less than fifteen (15) days written notice of all such proposals.
 6. Promote the Tish Non Village Bus Transit System and print tickets, schedules and brochures.
 7. HTA shall have the exclusive right to place advertising on the exterior and interior of vehicles used in the Tish Non Village Bus Transit System. HTA shall be entitled to all revenue derived from such advertising.
- C. Maintenance Services. HTA shall service and maintain all vehicles used in the operation of the Tish Non Village Bus Transit System and shall at all times keep the vehicles in a clean and well-ordered condition. As part of such maintenance services, HTA shall:
1. Comply with all maintenance requirements as specified by the manufacturer and the California Highway Patrol.
 2. Provide for, and bear the cost associated with, the maintenance of all vehicles used in the Tish Non Village Bus Transit System, including, without limitation, periodic lubrication, exterior and interior cleaning, providing fuel, tires, oil and other maintenance.
 3. Keep any and all maintenance records as deemed appropriate by COUNTY. Such records shall include, without limitation, records of all maintenance and checks performed on all vehicles used in the Tish Non Village Bus Transit System, organized according to date, mileage and engine hours. HTA shall also maintain records showing total maintenance costs, labor time, operating costs and "out of service" periods for each vehicle used in the Tish Non Village Bus Transit System.
- D. Repairs of Transit Vehicles. Repairs to vehicles used in the Tish Non Village Bus Transit System will be paid for by HTA; provided, however, that if such repair costs exceed One Thousand Dollars (\$1,000.00), HTA will pay the first One Thousand Dollars (\$1,000.00), and COUNTY will pay the portion in excess thereof. All repairs in excess of One Thousand

Dollars (\$1,000.00) shall be approved in advance by COUNTY. Repairs covered under this provision include, but are not limited to, those necessitated by collision and other non-scheduled repairs which are not part of a regular maintenance schedule. HTA shall pay the full cost of any and all repairs necessitated by faulty maintenance performed by HTA. All repair costs borne by HTA are included in the compensation specified herein, and HTA is not entitled to any payments for repairs exceeding such amounts.

- E. Personnel. HTA shall at all times provide sufficient personnel, as determined by HTA in HTA's sole discretion, to render the public transportation services provided for herein. HTA's staffing responsibilities shall include, without limitation:
1. Hiring, supervising, compensating and discharging all personnel involved in the operation of the Tish Non Village Bus Transit System.
 2. Ensuring that all bus operators providing services hereunder meet all applicable local, state and federal requirements for operation of transit vehicles, including possession of a valid Class B vehicle operator's license issued by the State of California.
 3. Ensuring that all personnel providing services hereunder conduct themselves in a courteous, efficient and professional manner.
 4. Paying all local, state and federal employment taxes and any other benefits or compensation due to personnel providing services hereunder, including, but not limited to, workers' compensation insurance.
- F. Accounting for Fares. HTA will remove locked cash vaults from Tish Non Village Bus Transit System vehicles on a daily basis and count and record the contents of each vault. The fares collected in said vaults will be credited to the Tish Non Village Bus Transit System on a monthly basis. HTA shall prepare, and submit to COUNTY on a quarterly basis, collection reports which set forth the route for each operating day of each month following the schedule below:
1. July to September report is due by December 31.
 2. October to December report is due by March 31.
 3. January to March report is due by June 30.
 4. April to June report is due by September 30.
- G. Operations Data. HTA shall establish, maintain and submit to COUNTY a record for each bus transit system route covered by this Agreement which contains all of the information specified below. HTA shall submit to COUNTY the following information in a six (6) month report by March 31st and annual report by September 30th for each year of this Agreement that also includes a statement of revenue and expenses (actual vs. budgeted), balance sheet, analysis of change in retained earnings, statement of sources and application of funds:
1. Fare revenue report for each route (to be tabulated on a daily basis).
 2. Total ridership by route, day, trip, number and fare category, including transfers.
 3. Vehicle revenue service hours by route, day and vehicle.

4. Vehicle revenue service miles by route, day and vehicle.
5. Service breaks summary of breakdowns, road calls, missed trips and delays over thirty (30) minutes by trip number.
6. Complaints, compliments and service requests refused.
7. Vehicle and passenger accidents.
8. Vault count summary by route, day and vault number.
9. Other data which is reasonably necessary for COUNTY to evaluate service efficiency and effectiveness of COUNTY's bus transit system.

H. Business Office. HTA shall maintain a local office and listed telephone under the name Humboldt Transit Authority. The office shall remain open from 8:00 a.m. to 4:30 p.m. (closed for lunch between 12:00 p.m. and 1:00 p.m.), Monday through Friday, except holidays. The Tish Non Village Transit System office and associated facilities shall be located within the City limits of Eureka, California.

I. Representative on Committees. HTA shall act as a representative for COUNTY on the following committees: Humboldt County Association of Governments Technical Advisory Committee; Social Services Technical Advisory Committee; and Services Coordination Committee.

J. Transportation Development Plan. Beginning on July 1, 2018, HTA shall secure grant funding, and thereafter solicit consulting services, by sending out Requests for Proposals to qualified consulting firms, for the preparation of a Transportation Development Plan for the Tish Non Village Bus Transit System.

K. Grant Applications. HTA shall prepare all state and federal applications for grant funds for capital procurement and operating assistance for the Tish Non Village Bus Transit System.

2. RIGHTS AND OBLIGATIONS OF COUNTY:

A. Provision of Funds for Transit Vehicles. In the event that HTA is unable to obtain state or federal grant funding to procure a sufficient number of buses to adequately and appropriately operate and manage the Tish Non Village Bus Transit System consistent with Exhibit A, as determined sufficient by HTA, COUNTY shall, provide funding to HTA to allow HTA to procure transit vehicles for the operation of the Tish Non Village Bus Transit System. Alternatively, the County may initiate a change in Exhibit A, which may also require a renegotiation of compensation to HTA.

B. Service Changes. COUNTY hereby reserves the right to make substantial changes to the Tish Non Village Bus Transit System policies set out in Exhibit A, and shall consider all HTA proposals for substantial changes to Exhibit A, in accordance with the following:

1. Any proposed change to Exhibit A shall be deemed a "substantial change" if such change results in any one (1) or more of the following conditions:
 - a. An increase of ten percent (10%) or more in total fare box revenue, as computed from the fares specified in Exhibit A.

- b. A decrease of twenty percent (20%) or more in total fare box revenue, as computed from the fares specified in Exhibit A.
 - c. The addition or deletion of an entire route.
- 2. Any substantial change to Exhibit A, as defined above, shall require the amount of compensation provided for in this Agreement to be adjusted, through a duly executed written amendment, to compensate for any increase or decrease in the cost to HTA.
- C. Enforcement of Exhibit A. HTA agrees that adherence to a schedule of operations in rendering the public transportation services consistent with Exhibit A is of primary importance. In the event that service consistent with Exhibit A is not provided by HTA, no payment will be made by COUNTY for services not provided, except as otherwise permitted hereunder. HTA's continued failure to provide services consistent with Exhibit A, except as otherwise permitted hereunder, shall be grounds for termination of this Agreement.
- D. Bus Stops. COUNTY shall install bus stops and shelters as COUNTY shall deem necessary for the operation of the service on all routes within the Tish Non Village Bus Transit System. Stops shall be marked by painted curbs, signs, or other means of identification as COUNTY shall determine. All such identifications shall be of adequate length to permit COUNTY-owned transit vehicles to stop parallel to the curb.
- E. Grant Applications. COUNTY shall provide all necessary resolutions of the Humboldt County Board of Supervisors, and shall publish all public notices, required for the submission of applications for state and/or federal grant funding for capital procurement and operating assistance for the Tish Non Village Bus Transit System, as requested by HTA. COUNTY shall also provide any information or data which is necessary for the submission of such state and/or federal grant applications. COUNTY shall designate an authorized agent to execute any state and/or federal grant agreements if required.

3. TERM:

The term of this Agreement shall begin on July 1, 2018, and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. Either party may terminate this Agreement, in whole or in part, in the event that the other party fails to comply with the terms or conditions of this Agreement, or violates any ordinance, regulation or other law applicable to its performance hereunder, and such default or violation continues un-remedied for a period of thirty (30) days following written notice thereof. Any and all notices of default shall be provided to the breaching party, in accordance with the notice provisions set forth herein, within ten (10) days of the date in which the non-breaching party becomes aware, or reasonably should have become aware, of such default. In the event that any breach of the maintenance requirements set forth herein continues un-remedied for a period of ten (10) days following written notice thereof, COUNTY reserves the right to remedy the maintenance deficiencies and charge HTA the cost of said remedy. In the event that either party disputes whether a violation of this Agreement has occurred, or whether a breach of this Agreement has been adequately remedied, the parties shall discuss and attempt to resolve such dispute prior to termination of this Agreement.

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- B. Without Cause. This Agreement may be terminated by either party, at any time, without cause upon one hundred eighty (180) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Pursuant to Section 18 of Article XVI of the California Constitution, COUNTY may terminate this Agreement in any fiscal year in which it is determined there is insufficient funding to continue the services provided for herein. COUNTY shall provide HTA fifteen (15) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Termination for Insolvency. COUNTY may terminate this Agreement immediately upon receiving notice of any of the following:
 - 1. The appointment of a receiver to take possession of a substantial portion of HTA's assets.
 - 2. A general assignment by HTA for the benefit of creditors.
 - 3. Any action taken by, or against, HTA under any insolvency or bankruptcy act.
- E. Effect of Termination. Upon termination of this Agreement, the respective obligations of the parties shall cease and HTA shall return all COUNTY-owned vehicles, equipment and supplies used in the operation of the Tish Non Village Bus Transit System. All COUNTY-owned vehicles shall be returned in good operating condition with reasonable and normal wear and depreciation accepted.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and expenses incurred, by HTA pursuant to the terms and conditions of this Agreement is Five Hundred Forty-Nine Thousand Seven Hundred Eighty-Seven Dollars (\$549,787.00). This fee shall be paid in the following installments:
 - 1. For the period of July 1, 2018 through June 30, 2019, COUNTY will pay HTA One Hundred Seventy-Seven Thousand Eight Hundred Seventy-Three Dollars (\$177,873.00) for the performance of the services set forth in this Agreement.
 - 2. For the period of July 1, 2019 through June 30, 2020, COUNTY will pay HTA One Hundred Eighty-Three Thousand Two Hundred Nine Dollars (\$183,209.00) for the performance of the services set forth in this Agreement.
 - 3. For the period of July1, 2020 through June 30, 2021, COUNTY will pay HTA One Hundred Eighty-Eight Thousand Seven Hundred Five Dollars (\$188,705.00) for the performance of the services set forth in this Agreement.
- B. Overhead Allocation. HTA will adjust overhead allocation rates charged to COUNTY based on the addition or deletion of services provided or administered by HTA for other entities. Overhead allocation rates are included in the compensation amounts set forth herein.
- C. Source of Funds. COUNTY shall compensate HTA with monies from COUNTY's Transit Fund and federal grant funding. No other COUNTY funds shall be used to fund the administration, management or operation of the Tish Non Village Bus Transit System pursuant to the terms and conditions of this Agreement.

- D. Excess Funds. Any and all funds remaining at the end of either of the first two (2) years of this Agreement may be retained by HTA and used to assist with operating expenses for the following year. All funds remaining after the expiration of this Agreement shall be returned to COUNTY once the amount of such excess funds has been confirmed by the audit process set forth herein.
- E. Additional Compensation. HTA shall not be entitled to receive any additional compensation for increases in the cost of operating the Tish Non Village Bus Transit System prior to the approval of a written amendment to this Agreement by the Humboldt County Board of Supervisors. Should the Humboldt County Board of Supervisors not approve a request for additional compensation, HTA shall have the option of terminating this Agreement. Following notice of termination, HTA shall continue operation of the Tish Non Village Bus Transit System until COUNTY finds a replacement, provided COUNTY agrees to approve the requested additional compensation in the interim.

6. PAYMENT:

Compensation shall be paid to HTA by COUNTY on an annual basis, pursuant to the funding procedures set forth in the Transportation Development Act and the Federal Transit Act. COUNTY's obligation to provide funding is contingent upon submission of a Local Transportation Fund claim request, and receipt by COUNTY of sufficient state and/or federal funding.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California 95501

HTA: Humboldt Transit Authority
Attention: Greg Pratt, General Manager
133 V Street
Eureka, California 95501

8. REPORTS:

- A. Preparation of Required Reports. HTA agrees to prepare, and provide COUNTY with, any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate. By February 1st of each year, HTA agrees to submit a report to COUNTY of its efforts or plans of seeking and applying for outside funding for operational and/or capital assistance for the covered fiscal year, to augment its revenue sources.
- B. Maintenance and Preservation of Reports. HTA shall maintain and preserve all reports related to the administration, management and operation of the Tish Non Village Bus Transit System for a period of at least three (3) years after the date of final payment hereunder, except that if

any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three (3) year period, the reports shall be retained until completion and resolution of all issues arising therefrom.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Performance Records. HTA agrees to timely prepare accurate and complete records and accounts of all receipts and expenditures, evidence of indebtedness and credit and transactions relating to the administration, management and operation of the Tish Non Village Bus Transit System. HTA shall maintain and preserve said records for a period of at least three (3) years after the date of final payment hereunder, except that if any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three (3) year period, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits related to the administration, management and operation of the Tish Non Village Bus Transit System.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of HTA, and its subcontractors, related to the administration, management and operation of the Tish Non Village Bus Transit System, shall be subject to the examination and audit of the California State Auditor, and any other duly authorized agents of the State of California, for a period of three (3) years after the date of final payment hereunder. HTA hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and and/or federal agencies. HTA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examination and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration, management and operation of the Tish Non Village Bus Transit System. HTA shall hold COUNTY harmless for any liability resulting from said audit.
- C. Independent Audits. HTA shall provide an independent audit by a certified public accountant on an annual basis. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency. If the allowable expenditures cannot be determined because HTA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

HTA agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor HTA's records, programs or procedures, at any time, as well as the overall administration, management and operation of the Tish Non Village Bus Transit System, in order to ensure compliance with the terms and conditions of this Agreement. HTA will cooperate with a corrective action plan, if deficiencies in HTA's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of HTA's performance hereunder. COUNTY shall not be permitted access to confidential HTA personnel information or other records that may be subject to non-disclosure pursuant to applicable local, state and federal laws, regulations and standards.

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11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, HTA may receive information that is confidential under local, state or federal law. HTA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, HTA shall not discriminate in the provision of professional services or against any employee, or applicant for employment, on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer, genetic characteristics, HIV status and AIDS), physical or mental disability (including use of family care leave), political affiliation, military service or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. HTA further assures that it will abide by the provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations; and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, HTA certifies that it is not a Nuclear Weapons Contractor, in that HTA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. HTA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if HTA subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. HTA shall, to the fullest extent permitted by law, indemnify, defend and hold harmless COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, liabilities, expenses, liens, or damages of any kind or nature, including, without limitation, liability for personal injury, property damage and reasonable attorneys' fees and other costs of litigation ("Claim"), that arise out of, or in connection with, HTA's performance of, or failure to comply with, any of the obligations contained herein, except any such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Immediate Duty. HTA's duty to indemnify, defend and hold harmless COUNTY arises immediately at the time that any Claim is alleged against COUNTY, whether or not such Claim includes allegations of negligence (active or passive) or willful misconduct by COUNTY, and whether or not such Claim is groundless, false or fraudulent. Said duty continues until a court of competent jurisdiction determines with finality that the Claim did not arise out of, or in connection with, HTA's performance of, or failure to comply with, any of the obligations contained herein, and/or that the Claim was entirely caused by the sole negligence or willful misconduct of COUNTY.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve HTA from liability under this provision. This provision shall apply to all claims for damages related to HTA's performance hereunder, regardless of whether any insurance is applicable or not. The Insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by HTA hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and HTA is not entitled to any rights hereunder, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting HTA's indemnification obligations provided for herein, HTA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A:VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities hereunder of HTA and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Services Office Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY or its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers are covered as additional insured for liability arising out of the operations performed by, or on behalf of, HTA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage, without thirty (30) days prior written notice, or ten (10) days prior written notice for non-payment of the premium, being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that HTA shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, HTA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HTA's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. HTA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If HTA does not keep all required

policies in full force and effect, COUNTY shall notify HTA in writing and HTA shall have thirty (30) days from the date of written notification to cure such lapse to COUNTY's reasonable satisfaction. If HTA does not cure such lapse, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to HTA under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HTA shall be required to purchase additional coverage to meet the above aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California 95501

HTA: Humboldt Transit Authority
Attention: Greg Pratt, General Manager
133 V Street
Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent public agencies and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. COUNTY shall not exercise discretion or control over the professional manner in which HTA performs the services required hereunder. The sole interest of COUNTY is to ensure that the services required under this Agreement are performed in a competent, efficient and satisfactory manner. HTA shall be fully responsible for payment of all applicable taxes due to the State of California or the federal government. COUNTY shall not be liable for deductions, of any amount for any purpose, from HTA's compensation. Both parties further agree that HTA employees shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

HTA agrees to comply with any and all local, state and federal laws, regulations and standards applicable to the administration, management and operation of the Tish Non Village Bus Transit System. HTA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

HTA shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by HTA in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by HTA to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of HTA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HTA shall promptly refund, any funds disbursed to HTA, which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. STANDARD OF PRACTICE:

HTA warrants that it has the capacity and qualifications necessary to administer, manage and operate the Tish Non Village Bus Transit System. It is hereby understood that COUNTY's

acceptance of the services performed pursuant to the terms and conditions of this Agreement shall not operate as a waiver or release of any breach of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by HTA shall become the property of COUNTY. However, HTA may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, HTA shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. HTA shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SUBCONTRACTS:

HTA shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts will be subject to all applicable provisions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. HTA shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 8 – Reports, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

32. FORCE MAJEURE:

A. Inability to Perform. Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or

negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disaster, whether or not similar the foregoing. The party claiming excuse of performance hereunder shall, within five (5) days after the occurrence of any such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse of performance hereunder.

- B. Effect. In the event HTA is excused from performing its obligations hereunder for any of the aforesaid reasons, COUNTY may, at COUNTY's absolute discretion, perform all such obligations itself without liability to HTA therefore. Further, and notwithstanding the termination provisions set forth herein, COUNTY may terminate this Agreement at any time during such a period of non-performance by providing HTA written notice of not less than seven (7) days prior to the effective date of such termination.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. HTA shall be entitled to no other benefits other than those specified herein. HTA specifically acknowledges that in entering into and executing this Agreement, HTA relies solely upon the provisions contained in this Agreement and no others. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

37. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

HUMBOLDT TRANSIT AUTHORITY:

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Date: _____

Nancy Diamond, General Counsel

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Deviated Fixed Rates

EXHIBIT A
DEVIATED FIXED RATES
Humboldt Transit Authority
For Fiscal Years 2018-2019 Through 2020-2021

A. DEVIATED FIXED ROUTE:

1. The service area is for the Tish Non Bus Transit System is between College of the Redwoods and Fortuna with several bus stops in-between.
2. The bus will operate on a regular schedule from Monday to Friday.
3. Door-to-door bus service will be offered to the general public only by reservation 24-hours in advance of planned trip up to $\frac{3}{4}$ of a mile deviation off of the fixed route
4. Cash Fares:
 - 4.1 Regular: \$3.50
 - 4.2 Reduced: \$3.15
 - 4.3 There will be a \$5.00 surcharge for door-to-door service in the addition to the regular fare.
5. Transit Pass Fares:
 - 5.1 Regular \$2.10
 - 5.2 Reduced: \$1.80
 - 5.3 \$10 Transit Pass
 - 5.4 \$20 Transit Pass
6. Unlimited Rides Day Pass
 - 6.1 Day Pass \$5.25
7. Unlimited Week Pass
 - 7.1 Regular \$16.00
 - 7.2 Reduced \$14.00
8. Unlimited Rides Month Pass
 - 8.1 Regular \$562.00
 - 8.2 Reduced \$57.00



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Agreement for Operation of Bus Transit System in the Willow Creek Area
by and between HTA and the County of Humboldt.

Since July 2001, HTA has been operating bus service between Willow Creek and Arcata with seven trips per day, six days/week, connecting with RTS, AMRTS, KT-Net, and Trinity Transit. The system continues to be successful, and has kept its farebox return above the 10% minimum

The contract is up for renewal and there are no schedule changes. The only change from the prior contract is a fair increase as shown in Exhibit A. Because the system is 100% funded by the County's Local Transportation Fund, it is scheduled for approval on the Humboldt County Board of Supervisors agenda for June 26, 2018. HTA Staff was successful in receiving Federal Transit Administration Grant Funds to assist in the overall cost of the system.

Action Recommended: Approve the Agreement for Operation of Bus Transit System in the Willow Creek Area by and between Humboldt Transit Authority and the County of Humboldt.

**AGREEMENT FOR OPERATION OF THE WILLOW CREEK BUS TRANSIT SYSTEM
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT TRANSIT AUTHORITY
FOR FISCAL YEARS 2018-2019 THROUGH 2020-2021**

This Agreement, entered into this ____ day of _____, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Humboldt Transit Authority, a joint powers public entity of the State of California, hereinafter referred to as “HTA,” is made upon the following considerations:

WHEREAS, COUNTY desires to provide useful and economical bus service to the citizens of Humboldt County; and

WHEREAS, HTA is qualified and has the capacity to administer and manage the operation of the bus transit system located in the Willow Creek area of Humboldt County (“Willow Creek Bus Transit System”); and

WHEREAS, the operation of the Willow Creek Bus Transit System shall be controlled by COUNTY in that COUNTY shall establish or approve any and all policies under which said system operates; and

WHEREAS, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and HTA.

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

1. **RIGHTS AND OBLIGATIONS OF HTA:**

A. **Operation and Management Services.** HTA hereby agrees to manage the operation of the Willow Creek Bus Transit System. HTA’s management responsibilities shall include, without limitation:

1. Providing a sufficient number of qualified personnel, as determined in HTA’s discretion.
2. Providing such equipment, office and garage space and employee facilities as determined necessary by HTA for adequate operation of the Willow Creek Bus Transit System consistent with Exhibit A – Willow Creek Bus Transit System Routes (“Exhibit A”), which is attached hereto and incorporated herein by reference.
3. Compliance with all local, state and federal laws, regulations, ordinances and requirements, including, but not limited to, obtaining and maintaining all necessary licenses and permits for operation of the Willow Creek Bus Transit System.
4. Compliance with all local, state and federal funding requirements, including, but not limited to, Section 5311 of Title 49 of the United States Code (“U.S.C.”) and Section 6633.2 of Title 21 of the California Code of Regulations.
5. Compliance with any and all applicable provisions of 49 U.S.C. Section 5311(f) – Certifications and Assurances for Operating Assistance Projects.

- B. Transportation Services. HTA shall provide public bus transportation over routes and schedules of service and times which will best meet the needs of the residents of the Willow Creek area of Humboldt County in accordance with Exhibit A. As part of providing such transportation services, HTA shall, and within the exercise of HTA's sole discretion:
1. Procure sufficient numbers and types of vehicles to adequately operate the Willow Creek Bus Transit System consistent with Exhibit A by applying for and using appropriate federal and state grant funds.
 2. Determine bus route schedules for service levels specified in Exhibit A.
 3. Make short-term changes in fares, routes, services and/or transfer privileges to address unplanned emergency events.
 4. Make minor changes in fares, routes, services and/or transfer privileges that do not cause either an increase of ten percent (10%) or more, or a decrease of twenty percent (20%) or more, in total fare box revenue within the Willow Creek Bus Transit System, as computed from the fares specified in Exhibit A.
 5. When deemed appropriate, submit for COUNTY's consideration and written approval of any substantial changes in fares, routes, services and/or transfer privileges. COUNTY shall be given no less than fifteen (15) days written notice of all such proposals.
 6. Promote the Willow Creek Bus Transit System and print tickets, schedules and brochures.
 7. HTA shall have the exclusive right to place advertising on the exterior and interior of vehicles used in the Willow Creek Bus Transit System. HTA shall be entitled to all revenue derived from such advertising.
- C. Maintenance Services. HTA shall service and maintain all vehicles used in the operation of the Willow Creek Bus Transit System and shall at all times keep the vehicles in a clean and well-ordered condition. As part of such maintenance services, HTA shall:
1. Comply with all maintenance requirements as specified by the manufacturer and the California Highway Patrol.
 2. Provide for, and bear the cost associated with, the maintenance of vehicles used in the Willow Creek bus Transit System, including, without limitation, periodic lubrication, exterior and interior cleaning, providing fuel, tires, oil and other maintenance.
 3. Keep any and all maintenance records as deemed appropriate by COUNTY. Such records shall include, without limitation, records of all maintenance and checks performed on vehicles used in the Willow Creek Bus Transit System, organized according to date, mileage and engine hours. HTA shall also maintain records showing total maintenance costs, labor time, operating costs and "out of service" periods for each vehicle used in the Willow Creek Bus Transit System.
- D. Repairs to Transit Vehicles. Repairs to vehicles used in the Willow Creek Bus System will be paid for by HTA; provided, however, that if such repair costs exceed One Thousand Dollars (\$1,000.00), HTA will pay the first One Thousand Dollars (\$1,000.00), and COUNTY will pay the portion in excess thereof. All repairs in excess of One Thousand Dollars (\$1,000.00) shall

be approved in advance by COUNTY. Repairs covered under this provision include, but are not limited to, those necessitated by collision and other non-scheduled repairs which are not part of a regular maintenance schedule. HTA shall pay the full cost of any and all repairs necessitated by faulty maintenance performed by HTA. All repair costs borne by HTA are included in the compensation specified herein, and HTA is not entitled to any payments for repairs exceeding such amounts.

E. Personnel. HTA shall at all times provide sufficient personnel, as determined by HTA in HTA's sole discretion, to render the public transportation services provided for herein. HTA's staffing responsibilities shall include, without limitation:

1. Hiring, supervising, compensating and discharging all personnel involved in the operation of the Willow Creek Bus Transit System.
2. Ensuring that all bus operators providing services hereunder meet all applicable local, state and federal requirements for operation of transit vehicles, including possession of a valid Class B vehicle operator's license issued by the State of California.
3. Ensuring that all personnel providing services hereunder conduct themselves in a courteous, efficient and professional manner.
4. Paying all local, state and federal employment taxes and any other benefits or compensation due to personnel providing services hereunder, including, but not limited to, workers' compensation insurance.

F. Accounting for Fares. HTA will remove locked cash vaults from Willow Creek Bus Transit System vehicles on a daily basis and count and record the contents of each vault. The fares collected in said vaults will be credited to the Willow Creek Transit System on a monthly basis. HTA shall prepare, and submit to COUNTY on a quarterly basis, collection reports which set forth the route for each operating day of each month following the schedule below:

1. July to September report is due by December 31.
2. October to December report is due by March 31.
3. January to March report is due by June 30.
4. April to June report is due by September 30.

G. Operations Data. HTA shall establish, maintain and submit to COUNTY a record for each bus transit system route covered by this Agreement which contains all of the information specified below. HTA shall submit to COUNTY the following information in a six (6) month report by March 31st and annual report by September 30th for each year of this Agreement that also includes a statement of revenue and expenses (actual vs. budgeted), balance sheet, analysis of change in retained earnings, statement of sources and application of funds:

1. Fare revenue report for each route (to be tabulated on a daily basis).
2. Total ridership by route, day, trip, number and fare category, including transfers.
3. Vehicle revenue service hours by route, day and vehicle.

4. Vehicle revenue service miles by route, day and vehicle.
5. Service breaks summary of breakdowns, road calls, missed trips and delays over thirty (30) minutes by trip number.
6. Complaints, compliments and service requests refused.
7. Vehicle and passenger accidents.
8. Vault count summary by route, day and vault number.
9. Other data which is reasonably necessary for COUNTY to evaluate service efficiency and effectiveness of COUNTY's bus transit system.

H. Business Office. HTA shall maintain a local office and listed telephone under the name Humboldt Transit Authority. The office shall remain open from 8:00 a.m. to 4:30 p.m. (closed for lunch between 12:00 p.m. and 1:00 p.m.), Monday through Friday, except holidays. The Willow Creek Transit System office and associated facilities shall be located within the City limits of Eureka, California.

I. Representative on Committees. HTA shall act as a representative for COUNTY on the following committees: Humboldt County Association of Governments Technical Advisory Committee; Social Services Technical Advisory Committee; and Services Coordination Committee.

J. Transportation Development Plan. Beginning on July 1, 2018, HTA shall secure grant funding, and thereafter solicit consulting services, by sending out Requests for Proposals to qualified consulting firms, for the preparation of a Transportation Development Plan for the Willow Creek Bus Transit System.

K. Grant Applications. HTA shall prepare all state and federal applications for grant funds for capital procurement and operating assistance for the Willow Creek Bus Transit System.

2. RIGHTS AND OBLIGATIONS OF COUNTY:

A. Provision of Funds for Transit Vehicles. In the event that HTA is unable to obtain state or federal grant funding to procure a sufficient number of buses to adequately and appropriately operate and manage the Willow Creek Bus Transit System consistent with Exhibit A, as determined sufficient by HTA, COUNTY shall, provide funding to HTA to allow HTA to procure transit vehicles for the operation of the Willow Creek Bus Transit System. Alternatively, the County may initiate a change to Exhibit A, which may also require a renegotiation of compensation to HTA.

B. Service Changes. COUNTY hereby reserves the right to make substantial changes to the Willow Creek Bus Transit System policies set out in Exhibit A, and shall consider all HTA proposals for substantial changes to Exhibit A, in accordance with the following:

1. Any proposed change to Exhibit A shall be deemed a "substantial change" if such change results in any one (1) or more of the following conditions:
 - a. An increase of ten percent (10%) or more in total fare box revenue, as computed from the fares specified in Exhibit A.

- b. A decrease of twenty percent (20%) or more in total fare box revenue, as computed from the fares specified in Exhibit A.
 - c. The addition or deletion of an entire route.
- 2. Any substantial change to Exhibit A, as defined above, shall require the amount of compensation provided for in this Agreement to be adjusted, through a duly executed written amendment, to compensate for any increase or decrease in the cost to HTA.
- C. Enforcement of Exhibit A. HTA agrees that adherence to a schedule of operations in rendering the public transportation services consistent with Exhibit A is of primary importance. In the event that service consistent with Exhibit A is not provided by HTA, no payment will be made by COUNTY for any services not provided, except as otherwise permitted hereunder. HTA's continued failure to provide services consistent with Exhibit A, except as otherwise permitted hereunder, shall be grounds for termination of this Agreement.
- D. Bus Stops. COUNTY shall install bus stops and shelters as COUNTY shall deem necessary for the operation of service on all routes within the Willow Creek Bus Transit System. Stops shall be marked by painted curbs, signs, or other means of identification as COUNTY shall determine. All such identifications shall be of adequate length to permit COUNTY-owned transit vehicles to stop parallel to the curb.
- E. Grant Applications. COUNTY shall provide all necessary resolutions of the Humboldt County Board of Supervisors, and shall publish all public notices, required for the submission of applications for state and/or federal grant funding for capital procurement and operating assistance for the Willow Creek Bus Transit System, as requested by HTA. COUNTY shall also provide any information or data which is necessary for the submission of such state and/or federal grant applications. COUNTY shall designate an authorized agent to execute any state and/or federal grant agreements if required.

3. TERM:

The term of this Agreement shall begin on July 1, 2018, and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. Either party may terminate this Agreement, in whole or in part, in the event that the other party fails to comply with the terms or conditions of this Agreement, or violates any ordinance, regulation or other law applicable to its performance hereunder, and such default or violation continues un-remedied for a period of thirty (30) days following written notice thereof. Any and all notices of default shall be provided to the breaching party, in accordance with the notice provisions set forth herein, within ten (10) days of the date in which the non-breaching party becomes aware, or reasonably should have become aware, of such default. In the event that any breach of the maintenance requirements set forth herein continues un-remedied for a period of ten (10) days following written notice thereof, COUNTY reserves the right to remedy the maintenance deficiencies and charge HTA the cost of said remedy. In the event that either party disputes whether a violation of this Agreement has occurred, or whether a breach of this Agreement has been adequately remedied, the parties shall discuss and attempt to resolve such dispute prior to termination of this Agreement.

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- B. Without Cause. This Agreement may be terminated by either party, at any time, without cause upon one hundred eighty (180) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Pursuant to Section 18 of Article XVI of the California Constitution, COUNTY may terminate this Agreement in any fiscal year in which it is determined there is insufficient funding to continue the services provided for herein. COUNTY shall provide HTA fifteen (15) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Termination for Insolvency. COUNTY may terminate this Agreement immediately upon receiving notice of any of the following:
 - 1. The appointment of a receiver to take possession of a substantial portion of HTA's assets.
 - 2. A general assignment by HTA for the benefit of creditors.
 - 3. Any action taken by, or against, HTA under any insolvency or bankruptcy act.
- E. Effect of Termination. Upon termination of this Agreement, the respective obligations of the parties shall cease and HTA shall return all COUNTY-owned vehicles, equipment and supplies used in the operation of the Willow Creek Bus Transit System. All COUNTY-owned vehicles shall be returned in good operating condition with reasonable and normal wear and depreciation accepted.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and expenses incurred, by HTA pursuant to the terms and conditions of this Agreement is Eight Hundred Eighteen Thousand Five Hundred Seventy-One Dollars (\$818,201.00). This fee shall be paid in the following installments:
 - 1. For the period of July 1, 2018 through June 30, 2019, COUNTY will pay HTA Two Hundred Sixty-Seven Thousand Three Hundred Fifty-One Dollars (\$267,351.00) for the performance of the services set forth in this Agreement.
 - 2. For the period of July 1, 2019 through June 30, 2020, COUNTY will pay HTA Two Hundred Seventy-Two Thousand Six Hundred Ninety-Eight Dollars (\$272,698.00) for the performance of the services set forth in this Agreement.
 - 3. For the period of July1, 2020 through June 30, 2021, COUNTY will pay HTA Two Hundred Seventy-Eight Thousand One Hundred Fifty-Two Dollars (\$278,152.00) for the performance of the services set forth in this Agreement.
- B. Overhead Allocation. HTA will adjust overhead allocation rates charged to COUNTY based on the addition or deletion of services provided or administered by HTA for other entities. Overhead allocation rates are included in the compensation amounts set forth herein.
- C. Source of Funds. COUNTY shall compensate HTA with monies from COUNTY's Transit Fund and federal grant funding. No other COUNTY funds shall be used to fund the administration, management or operation of the Willow Creek Bus Transit System pursuant to the terms and conditions of this Agreement.

- D. Excess Funds. Any and all funds remaining at the end of either of the first two (2) years of this Agreement may be retained by HTA and used to assist with operating expenses for the following year. All funds remaining after the expiration of this Agreement shall be returned to COUNTY once the amount of such excess funds has been confirmed by the audit process set forth herein.
- E. Additional Compensation. HTA shall not be entitled to receive any additional compensation for increases in the cost of operating the Willow Creek Bus Transit System prior to the approval of a written amendment to this Agreement by the Humboldt County Board of Supervisors. Should the Humboldt County Board of Supervisors not approve a request for additional compensation, HTA shall have the option of terminating this Agreement. Following notice of termination, HTA shall continue operation of the Willow Creek Bus Transit System until COUNTY finds a replacement, provided COUNTY agrees to approve the requested additional compensation in the interim.

6. PAYMENT:

Compensation shall be paid to HTA by COUNTY on an annual basis, pursuant to the funding procedures set forth in the Transportation Development Act and the Federal Transit Act. COUNTY's obligation to provide funding is contingent upon submission of a Local Transportation Fund claim request, and receipt by COUNTY of sufficient state and/or federal funding.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California 95501

HTA: Humboldt Transit Authority
Attention: Greg Pratt, General Manager
133 V Street
Eureka, California 95501

8. REPORTS:

- A. Preparation of Required Reports. HTA agrees to prepare, and provide COUNTY with, any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate. By February 1st of each year, HTA agrees to submit a report to COUNTY of its efforts or plans of seeking and applying for outside funding for operational and/or capital assistance for the covered fiscal year, to augment its revenue sources.
- B. Maintenance and Preservation of Reports. HTA shall maintain and preserve all reports related to the administration, management and operation of the Willow Creek Bus Transit System for a period of at least three (3) years after the date of final payment hereunder, except that if any

litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three (3) year period, the reports shall be retained until completion and resolution of all issues arising therefrom.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Performance Records. HTA agrees to timely prepare accurate and complete records and accounts of all receipts and expenditures, evidence of indebtedness and credit and transactions relating to the administration, management and operation of the Willow Creek Bus Transit System. HTA shall maintain and preserve said records for a period of at least three (3) years after the date of final payment hereunder, except that if any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three (3) year period, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits related to the administration, management and operation of the Willow Creek Bus Transit System.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of HTA, and its subcontractors, related to the administration, management and operation of the Willow Creek Bus Transit System, shall be subject to the examination and audit of the California State Auditor, and any other duly authorized agents of the State of California, for a period of three (3) years after the date of final payment hereunder. HTA hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. HTA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examination and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration, management and operation of the Willow Creek Bus Transit System. HTA shall hold COUNTY harmless for any liability resulting from said audit.
- C. Independent Audits. HTA shall provide an independent audit by a certified public accountant on an annual basis. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency. If the allowable expenditures cannot be determined because HTA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

HTA agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor HTA's records, programs or procedures, at any time, as well as the overall administration, management and operation of the Willow Creek Bus Transit System, in order to ensure compliance with the terms and conditions of this Agreement. HTA will cooperate with a corrective action plan, if deficiencies in HTA's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of HTA's performance hereunder. COUNTY shall not be permitted access to confidential HTA personnel information or other records that may be subject to non-disclosure pursuant to applicable local, state and federal laws, regulations and standards.

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11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, HTA may receive information that is confidential under local, state or federal law. HTA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, HTA shall not discriminate in the provision of professional services or against any employee, or applicant for employment, on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer, genetic characteristics, HIV status and AIDS), physical or mental disability (including use of family care leave), political affiliation, military service or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. HTA further assures that it will abide by the provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations; and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, HTA certifies that it is not a Nuclear Weapons Contractor, in that HTA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. HTA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if HTA subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. HTA shall, to the fullest extent permitted by law, indemnify, defend and hold harmless COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, liabilities, expenses, liens, or damages of any kind or nature, including, without limitation, liability for personal injury, property damage and reasonable attorneys' fees and other costs of litigation ("Claim"), that arise out of, or in connection with, HTA's performance of, or failure to comply with, any of the obligations contained herein, except any such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Immediate Duty. HTA's duty to indemnify, defend and hold harmless COUNTY arises immediately at the time that any Claim is alleged against COUNTY, whether or not such Claim includes allegations of negligence (active or passive) or willful misconduct by COUNTY, and whether or not such Claim is groundless, false or fraudulent. Said duty continues until a court of competent jurisdiction determines with finality that the Claim did not arise out of, or in connection with, HTA's performance of, or failure to comply with, any of the obligations contained herein, and/or that the Claim was entirely caused by the sole negligence or willful misconduct of COUNTY.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve HTA from liability under this provision. This provision shall apply to all claims for damages related to HTA's performance hereunder, regardless of whether any insurance is applicable or not. The Insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by HTA hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and HTA is not entitled to any rights hereunder, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting HTA's indemnification obligations provided for herein, HTA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A:VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities hereunder of HTA and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Services Office Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY or its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers are covered as additional insured for liability arising out of the operations performed by, or on behalf of, HTA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage, without thirty (30) days prior written notice, or ten (10) days prior written notice for non-payment of the premium, being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that HTA shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, HTA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HTA's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. HTA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If HTA does not keep all required

policies in full force and effect, COUNTY shall notify HTA in writing and HTA shall have thirty (30) days from the date of written notification to cure such lapse to COUNTY's reasonable satisfaction. If HTA does not cure such lapse, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to HTA under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HTA shall be required to purchase additional coverage to meet the above aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California 95501

HTA: Humboldt Transit Authority
Attention: Greg Pratt, General Manager
133 V Street
Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent public agencies and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. COUNTY shall not exercise discretion or control over the professional manner in which HTA performs the services required hereunder. The sole interest of COUNTY is to ensure that the services required under this Agreement are performed in a competent, efficient and satisfactory manner. HTA shall be fully responsible for payment of all applicable taxes due to the State of California or the federal government. COUNTY shall not be liable for deductions, of any amount for any purpose, from HTA's compensation. Both parties further agree that HTA employees shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

HTA agrees to comply with any and all local, state and federal laws, regulations and standards applicable to the administration, management and operation of the Willow Creek Bus Transit System. HTA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

HTA shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by HTA in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by HTA to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of HTA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HTA shall promptly refund, any funds disbursed to HTA, which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. STANDARD OF PRACTICE:

HTA warrants that it has the capacity and qualifications necessary to administer, manage and operate the Willow Creek Bus Transit System. It is hereby understood that COUNTY's acceptance of the

services performed pursuant to the terms and conditions of this Agreement shall not operate as a waiver or release of any breach of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by HTA shall become the property of COUNTY. However, HTA may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, HTA shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. HTA shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SUBCONTRACTS:

HTA shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts will be subject to all applicable provisions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. HTA shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 8 – Reports, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

32. FORCE MAJEURE:

A. Inability to Perform. Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or

negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disaster, whether or not similar the foregoing. The party claiming excuse of performance hereunder shall, within five (5) days after the occurrence of any such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse of performance hereunder.

- B. Effect. In the event HTA is excused from performing its obligations hereunder for any of the aforesaid reasons, COUNTY may, at COUNTY's absolute discretion, perform all such obligations itself without liability to HTA therefore. Further, and notwithstanding the termination provisions set forth herein, COUNTY may terminate this Agreement at any time during such a period of non-performance by providing HTA written notice of not less than seven (7) days prior to the effective date of such termination.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. HTA shall be entitled to no other benefits other than those specified herein. HTA specifically acknowledges that in entering into and executing this Agreement, HTA relies solely upon the provisions contained in this Agreement and no others. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

37. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

HUMBOLDT TRANSIT AUTHORITY:

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Date: _____

Nancy Diamond, General Counsel

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Willow Creek Bus Transit System Routes

EXHIBIT A
WILLOW CREEK BUS TRANSIT SYSTEM ROUTES
Humboldt Transit Authority
For Fiscal Years 2018-2019 Through 2020-2021

A. INTERCITY BUS:

1. The service area for the Willow Creek transit system is between Arcata and Willow Creek with several bus stops in Arcata and one bus stop in Willow Creek.
2. The bus will operate on a regular schedule from Monday to Friday and a reduced schedule on Saturday.
3. Cash Fares:
 - 3.1 Regular: \$5.00
 - 3.2 Reduced: \$4.40
4. Transit Pass Fares:
 - 4.1 Regular \$3.30
 - 4.2 Reduced: \$2.75
 - 4.3 \$10 Transit Pass
 - 4.5 \$20 Transit Pass
5. Unlimited Rides Day Pass
 - 5.1 Day Pass \$8.00
6. Unlimited Rides Month Pass
 - 6.1 Regular \$86.00
 - 6.2 Reduced \$81.00



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Amendment No. 1 to Agreement Between the Humboldt Transit Authority and CAE Transport, Inc. for Paratransit Transportation (Dial-A-Ride) Services.

In March of 2016, The Humboldt Transit Authority became the regions Coordinated Transportation Services Agency (CTSA) to oversee and assist the paratransit system in the region. The purpose of the CTSA is to improve paratransit inefficiencies, monitor system performance, reduce costs, and coordination with other agencies.

HTA Staff, in coordination with CAE, has improved system deficiencies, streamlined the certification process, and improved the reporting process that is essential for grant monitoring and grant awards. In the beginning of this month, both CAE and HTA staff assisted the Humboldt Senior Resource Center in implementing our dispatching software for their clients. This has the potential to allow multiple agencies to share resources, reduce costs, and streamline the regions paratransit network.

Staff is recommending extending the agreement between CAE Transport and the Humboldt Transit Authority for a one-year term with no increase from the prior year.

Action Recommended: Approve Amendment No. 1 to Agreement Between the Humboldt Transit Authority and CAE Transport, Inc. for Paratransit Transportation (Dial-A-Ride) Services.

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN
THE HUMBOLDT TRANSIT AUTHORITY AND CAE TRANSPORT, INC.
FOR PARATRANSIT TRANSPORTATION (DIAL-A-RIDE) SERVICES**

This is an amendment ("Amendment") to that certain Agreement by and between the Humboldt Transit Authority ("HTA") and CAE Transport, Inc. ("CAE"), entitled *Agreement for Paratransit Transportation (Dial-a-Ride) Services*, dated effective July 1, 2017, and subject to approved assignment effective September 1, 2017 ("Agreement"). This Amendment is effective on July 1, 2018.

RECITALS

WHEREAS, the Agreement terminates on June 30, 2018 and the parties would like to extend the Agreement for one year without other change.

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. Term. Section 3 of the Agreement, *Term*, is amended to extend the termination date to June 30, 2019, unless sooner terminated in accordance with the Agreement.
2. 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 stated above.

CAE TRANSPORT, INC.:

Catherine Sundquist, Chief Operating Officer

Date: _____

HTA:

Natalie, Arroyo Chair of the HTA Board

Date: _____

ATTEST;

Date: _____

Secretary to HTA Board

Approved as to form:

Nancy Diamond, HTA General Counsel

Date: _____



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Agreement between the Humboldt Transit Authority, City of Arcata, County of Humboldt and the Humboldt County Association of Governments Regarding Dial-A-Ride Services Operating and Administrative Cost-Sharing.

The Humboldt Transit Authority is the Coordinated Transportation Services Agency for the region and is tasked with consolidating contracts, zones, and schedules to streamline the system to keep costs down and make it easier for the passenger to navigate the system.

Over the past twelve months, HTA Staff has consolidated zones, implemented a new dispatch software, and streamlined the Contract for Services. Most recently, staff met with representatives from the City of Eureka, Arcata, the County of Humboldt and the RTPA to begin the discussion on a methodology for cost sharing. HTA staff will bring back options to the board by the end of the calendar year.

The proposed contract is for a one-year term beginning July 1, 2018 with no increase to the member agencies from the prior year.

Action Recommended: Approve the Agreement between the Humboldt Transit Authority, City of Arcata, County of Humboldt and the Humboldt County Association of Governments Regarding Dial-A-Ride Services Operating and Administrative Cost-Sharing.

**AGREEMENT BETWEEN
THE HUMBOLDT TRANSIT AUTHORITY, CITY OF ARCATA, COUNTY OF
HUMBOLDT AND THE HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

REGARDING DIAL-A-RIDE SERVICES OPERATING AND
ADMINISTRATIVE COST-SHARING**

This Agreement Regarding Dial-a-Ride Services Operating and Administrative Cost-sharing is made as of the date of the last party signing below by and among the Humboldt Transit Authority, a joint powers public agency of the State of California (hereinafter referred to as “HTA”), the City of Arcata, a municipal corporation of the State of California (hereinafter referred to as “ARCATA”), the County of Humboldt, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and the Humboldt County Association of Governments, a joint powers public agency of the State of California (hereinafter referred to as “HCAOG”). This Agreement is effective July 1, 2017.

RECITALS

1. Effective July 1, 2016, HCAOG designated HTA as the Consolidated Transportation Services Agency (CTSA) for Humboldt County, with responsibility, among other things, for administering a consolidated region-wide program to provide advance-reservation, curb-to-curb transportation for qualified elderly and disabled persons in the Cities of Arcata and Eureka and un-mandated areas in the County (“Dial-a-Ride” or “DAR”).
2. Dial-a-Ride currently serves approximately 750 Dial-a-Ride registrants and provides approximately 24,000 rides per year.
3. Dial-a-Ride services are financed by Transit Development Act (TDA) funds administered through HCAOG. HCAOG distributes TDA funds separately to ARCATA, HTA, and the COUNTY for the specific purpose of providing Dial-a-Ride services.
4. Consolidation of Dial-a-Ride services administration into one contract will result in improved and more economical Dial-a-Ride services throughout the region.
5. Pursuant to HTA’s CTSA authority, HTA is prepared to enter into a contract with City Ambulance of Eureka, Inc. to provide Dial-a-Ride services within Arcata, Eureka and un-mandated portions of the County effective July 1, 2018.
6. The parties seek to fund HTA’s administration of a consolidated Dial-a-Ride contract through pro-rata contribution of each jurisdiction’s TDA Dial-a-Ride funding to define respective agency roles, responsibilities, and commitments in the operation of the region-wide Dial-a-Ride services based on the terms below.

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. **Term.** The term of this is July 1, 2018 – June 30, 2019, unless terminated earlier as provided herein. This Agreement may be extended upon the mutual agreement of the parties.
2. **Dial-a-Ride Services, Contract.** HTA has qualified and shall enter into a contract with City Ambulance of Eureka, Inc. (“Service Contractor”) to provide Dial-a-Ride services within the jurisdictions of Arcata, Eureka, and the un-mandated portions of Humboldt County (“Service Contract”) beginning July 1, 2017. The Service Contract shall provide service levels or service terms substantially similar to current Dial-a-Ride service as shown in Exhibit B, attached hereto and incorporated herein. The HTA General Manager shall have the authority to change said service levels by up to ten percent (10%). Changes to said service levels in excess of 10% shall require advance approval by ARCATA, COUNTY and/or HCAOG, as appropriate.
3. **Payment for Costs of Services, Maximum Cost Service Contractor.** ARCATA, HTA, the COUNTY and HCAOG agree to share the cost of Dial-a-Ride services, as specified in *Exhibit A*. Payment to the Service Contractor under the Service Contract shall not exceed the Maximum Cost provided in *Exhibit A*, Paragraph 1. Such Maximum Cost does not include the administrative charge to be paid to HTA by HCAOG as CTSA.
4. **Administration of Service Contract.** HTA shall be responsible for administration of the Service Contract consistent with the administrative duties for Dial-a-Ride services set out in Exhibit B, attached hereto and incorporated herein. HTA's duties hereunder do not include bringing or defending litigation, administrative hearings or any other actions or proceedings, except as provided in Paragraph 16, or auditing the contractor's books, records or accounts.
5. **Eligibility to be Determined by HTA.** As part of HTA’s administration duties, HTA shall determine the eligibility of persons requesting the Dial-a-Ride services and shall issue tickets to persons determined to be eligible.
6. **Vehicles.** The Service Contract shall use HTA owned vehicles acquired with the use of Federal Transit Act (FTA) Section 5310 funds. HTA owns the following vehicles to be used in Dial-a-Ride service:

HTA Dial-A-Ride Fleet Inventory

Unit #	Year	Make	Model	VIN	Lic. Plate	Pass. Capacity	Mileage
74	2012	Ford	E350	1FDEE3FL7CDA21687	1406637	7+2	94,661
75	2012	Ford	E350	1FDEE3FL9CDA19276	1406638	7+2	84,849
76	2012	Ford	E350	1FDEE3FL9CDA21688	1406639	7+2	81,708
78	2015	Ford	Starcraft	1FDEE3FL2FDA08592	1452660	4+2	9,621
79	2015	Ford	Starcraft	1FDEE3FL4FDA08593	1473272	4+2	6,903

Arcata

Unit #	Year	Make	Model	VIN	Lic. Plate	Pass. Capacity	Mileage
918	2001	Chevy	Ventura	1GNDX031D158869	1096109	4+1	45,000

7. **Payment for Costs of Services and Contract Administration.** ARCATA, HTA, the COUNTY and HCAOG agree to share the cost of Dial-a-Ride services, including HTA's Service Contract administration and eligibility determination, as specified in *Exhibit A*.
8. **Time of Payment.**
- On or before August 1, 2018, HTA shall invoice each agency for the estimated total annual payment due from ARCATA, the COUNTY and HCAOG as provided in *Exhibit A*. ARCATA, the COUNTY and HCAOG shall each pay HTA on a quarterly basis. If the estimated total annual payment exceeds the actual HTA costs, as agreed to by the parties, the overpayment shall be applied to the following year's payment.
 - In no event shall the aggregate amount payable by the parties under the terms of this Agreement exceed the sum provided for in *Exhibit A*, unless this Agreement is amended by the parties.
9. **Records.**
- HTA will keep and maintain for a minimum period of three (3) years after the expiration of each year of this Agreement accurate records and accounts of all receipts and expenditures, evidence of indebtedness and credit and other transactions relating to its performance of duties hereunder in a format prescribed by ARCATA, the COUNTY, and HCAOG. HTA will make such records and accounts available for inspection on request. ARCATA, the COUNTY, and HCAOG may, at their own expense, provide for an independent audit of such records and accounts by a certified public accountant.
 - Twice each year, HTA shall prepare and submit to ARCATA, the COUNTY, and HCAOG a written summary of the Dial-a-Ride program which provides a comparison of the number of passengers carried, passengers per trip, revenue, contractor payments and fare box ratio for that month compared to the same 6-month period of the preceding year, together with such comparisons between the current fiscal year-to-date and the preceding fiscal year-to-date if such information is available.
10. **No Assignment.** No party hereto may assign, transfer, or otherwise substitute its interest or obligations hereunder without the written consent of the other party.
11. **Relationship of Parties.** Each party hereto is an independent contractor. No party hereto is the employee of any other party.
12. **Non-Discrimination.** In performing this Agreement, no party hereto shall discriminate

against any employee or applicant for employment because of race, color age, creed, sex or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such factors. Such affirmative action shall include, but not be limited to, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. Each party hereto shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of California, setting forth the provisions of this Fair Employment and Housing section. Each party will permit access to its records of employment, employment advertisements, application forms and other pertinent data and records by the California Fair Employment and Housing commission or any other agency of the State of California forth purpose of investigation to ascertain compliance with this paragraph.

13. State and Federal Requirements. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with federal or state funds. HTA shall insure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable. Any agreement or Service Contract entered into by HTA for the performance of work connected with this agreement shall incorporate the provisions of Paragraph 14, or its equivalent.

14. Insurance.

- a. HTA shall require the Service Contractor to carry minimum levels of insurance as follows:
 - i. Workers compensation as required by law;
 - ii. Employer's liability with minimum limits of \$2,000,000;
 - iii. Commercial General for bodily injury and property damage with a combined single limit no less than \$2,000,000 per occurrence and general aggregate limit of at least \$4,000,000 for all of Contractor's premises and operations other than actual Dial-a-Ride passenger service;
 - iv. Automobile no less than \$2,000,000;
 - v. All policies shall be endorsed to include as additional insureds HTA, as well as ARCATA, COUNTY, and HCAOG, and their respective officials, employees, volunteers and agents; and shall be provided on a primary, non-contributing basis in relation to other insurance or self-insurance available to the additional insured;
 - vi. Endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after HTA shall have received written notification by registered mail from the insurance carrier; and,
 - vii. A standard cross-liability endorsement or severability of interests clause with stipulation that inclusion of the agencies named as an additional insured shall not in any way affect their respective rights either in respect to any claim, demand, suit or judgment made, brought or recovered against the Service Contractor .
- b. HTA carries public liability insurance in the minimum amount of \$5,000,000, covering all

bodily injury, including death, and all property damage arising out of HTA's obligations under this Agreement. HTA shall maintain in full force and effect said policy during the Term of this Agreement. The policy shall contain specific endorsements naming ARCATA, the COUNTY, and HCAOG, and their respective officials, employees, volunteers and agents as additional insured for all liability arising out of the operations by or on behalf of HTA.

15. 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.

16. Notices. When it is provided in this Agreement that notice be given, such notice will be deemed given on posting in the United States mail, postage prepaid, addressed as follows:

To HTA: General Manager
 Humboldt Transit Authority
 133 'V' Street
 Eureka, CA 95501

To ARCATA: City Manager
 City of Arcata
 736 F St.
 Arcata, CA 95521

To COUNTY: Humboldt County Board of Supervisors
 Courthouse
 825 5th Street
 Eureka, CA 95501

To HCAOG: Executive Director
 HCAOG
 611 I Street, Suite B
 Eureka, CA 95501

17. No Third Party Beneficiaries. This is not a third party beneficiary agreement and does not create any rights in any person not a party hereto.

18. Provisions Required by Law. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and shall be enforced as

though it were included herein; and if for any reason any such provision is not inserted, or is not correctly stated, then on application of any party, this AGREEMENT shall be physically amended to make such insertion or correction.

19. Entire Agreement. This Agreement shall constitute the entire understanding or agreement among the parties concerning the work to be performed and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter.

20. Amendments. This Agreement may be amended only in writing and upon the agreement of all parties.

21. Counterparts. This Agreement may be signed in separate counterparts, and all counterparts, when signed, shall constitute an enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

(Signatures on following pages)

CITY OF ARCATA

ATTEST:

City Clerk

Mayor

COUNTY OF HUMBOLDT

ATTEST:

Board Clerk

Board of Supervisor Chair

HUMBOLDT COUNTY
ASSOC.
OF GOVERNMENTS

ATTEST:

Board Clerk

HCAOG Chair

HUMBOLDT TRANSIT
AUTHORITY

ATTEST:

Secretary to the Board

HTA Chair

EXHIBIT A

THIS EXHIBIT sets forth the costs for the services provided pursuant to this Agreement. It is the intention of the parties that HTA staff will evaluate the ridership data before the end of the calendar year to compare the current percentages to the actual numbers, and that this Exhibit be replaced as needed to provide for changes in such costs.

1. For July 1, 2018 through June 30, 2019, the maximum cost of the Dial-a-Ride transportation service contract to be entered into by HTA shall not exceed \$790,440, or \$65,870 per month. Of this maximum cost, funding partners shall pay the amount as outlined in paragraph 2.
2.

City of Arcata	\$53,815	6.8%
Humboldt Transit Authority	\$576,000	72.9%
County of Humboldt	\$81,263	10.3%
HCAOG	\$68,000	8.6%
Arcata/County Fares	\$11,362	1.4%

EXHIBIT B

SERVICE SCHEDULES, ROUTES

Service Schedule. The service shall be six days a week, Monday through Friday from 6:30 a.m. to 7:00 p.m. and Saturday from 7:00 a.m. to 5:00 p.m. Service will not be provided on the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25).

a.

b. Service routes. Dial-A-Ride service is provided to eligible persons and their personal care attendants (PCAs) and/or approved companions at such times and places as may be requested within a service area comprising the following:

- **Eureka (3):** This service area is the same as that for the Eureka Transit Service which includes Pine Hill, Myrtle-towne, Bayshore Mall, and Cutten (as far out as Campton Road).
- **Arcata (2):** This service area is the same as that for the Arcata Transit Service.
- **Non-mandated Areas (1 & 4):** Including the College of the Redwoods including the areas of Humboldt Hill, Fields Landing, King Salmon, Old Arcata Road, Manila, McKinleyville, Ridgewood Heights and Elk River.

ADA Paratransit service is provided within $\frac{3}{4}$ mile of fixed-route transit service. Outside of the fixed route services in Arcata and Eureka, the service areas are not an American with Disabilities Act (ADA) paratransit service. However, vehicles are required to be equipped to service mobility devices/wheelchairs and residents with limited mobility.





133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Humboldt Transit Authority's Drug & Alcohol Policy

Due to staffing changes, the Humboldt Transit Authority Drug & Alcohol Policy needs to be updated to reflect those changes. Specifically, adding Human Resource Manager Brenda Fregoso as the HTA Drug & Alcohol Program Manager. An excerpt of the page that was changed is attached along with the Caltrans required board resolution.

Action Recommended: Approve amendment to Humboldt Transit Authority's Drug and Alcohol policy by adopting Resolution 18-05.

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Humboldt Transit Authority Drug and Alcohol Program Manager

Name: ~~Karen Wilson~~ **Brenda Fregoso**

Title: ~~Manager of Operations~~ **Human Resource Manager**

Address: 133 V Street, Eureka, CA 95501

Telephone Number: (707)443-0826

Medical Review Officer

Name: Dr. Stanley Callister - Blueline Services

Title: MRO

Address: 448 East 6400 South #425

Telephone Number: (801) 575-8378

Substance Abuse Professionals

Name: Christine Wright - Wright Education

Title: SAP

Address: 2660 Victor Avenue, Redding, CA 96002

Telephone Number: (530) 223-5122

Name: Allen Grim

Title: SAP

Address: 1934 Country Club Blvd. #2, Stockton, CA 95204

Telephone Number: (209) 518-7905

RESOLUTION 18-05
RESOLUTION OF THE HUMBOLDT TRANSIT AUTHORITY
AMENDING THE DRUG AND ALCOHOL TESTING PROGRAM POLICY

WHEREAS, on January 4, 1996, Humboldt Transit Authority adopted Resolution 96-01 implementing a drug and alcohol testing program in compliance with 49 CFR, part 40; and,

WHEREAS, this document has been amended by Resolution 18-02,

WHEREAS, the Governing Board of Humboldt Transit Authority has reviewed their policy and has determined that said policy needs amendment because Humboldt Transit Authority staffing has changed; and,

WHEREAS, it is convenient to republish the entire Drug and Alcohol Testing Program Policy as one document incorporating the appropriate changes made to the Code of Federal Regulations 49, Part 40, governing drug and alcohol testing for transportation properties.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Humboldt Transit Authority that Resolution 18-02 is hereby rescinded and are replaced by Resolution 18-05 adopting the attached document “Zero Tolerance Drug and Alcohol Testing Policy of the Humboldt Transit Authority.”

NOW, THEREFORE, BE IT FURTHER RESOLVED that;

1. Resolution 18-02 is hereby rescinded.
2. Human Resources Manager Brenda Fregoso has been added as the Humboldt Transit Authority Drug & Alcohol Program Manager.
3. The General Manager is directed to accept the changes to the policy.

PASSED, APPROVED AND ADOPTED this twenty-seventh day of June 2018, on the following vote:

AYES:

NOES:

ABSENT:

Chair of the HTA Governing Board of Directors

ATTEST:

Secretary to the Board



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Continuing 2017-2018 FY Budget until Adoption of 2018-2019 Budget

Staff typically presents a preliminary annual budget for the upcoming fiscal year to the Board for review at either its April or May meeting. After Board approval of the preliminary budget, staff then publishes notice seeking input on the proposed budget and brings the final budget to the Board in May or June, before the beginning of the fiscal year.

Staffing constraints this year have delayed preparation of the 2018-2019 budget. The preliminary budget has been reviewed by the Finance and Operations Committee and will be presented to the Board at its regular meeting on June 27, 2018. If approved, staff will publish notice and prepare the final 2018-2019 for Board review and adoption at its regular meeting on July 25, 2018.

In order to fund HTA operations and activities until the 2018-2019 budget is approved, the Board is being asked to adopt Resolution 18-06 which will continue 2017-2018 budget until adoption of the 2018-2019 budget.

Action recommended: Continue HTA's 2017-2018 Budget until adoption of the 2018-2019 budget by adopting Resolution 18-06

Resolution No. 18-06

**A Resolution of the Governing Board of the Humboldt Transit Authority
Continuing the 2017-2018 Fiscal Year Authority Budget Until
Adoption of the 2018-2019 Fiscal Year Authority Budget**

WHEREAS, the Humboldt Transit Authority's joint powers agreement requires the HTA Governing Board to adopt an annual budget for each fiscal year starting on July 1 and ending the following June 30;

WHEREAS, the Governing Board typically adopts the annual budget at a meeting that occurs before the end of the prior fiscal year and after reviewing a preliminary budget at an earlier meeting;

WHEREAS, due to unusual staffing constraints, the 2018-2019 final budget will not be ready for Board adoption before the end of the 2018-2019 fiscal year;

WHEREAS, the Governing Board reviewed a preliminary 2018-2019 budget at its regular meeting on June 27, 2018;

WHEREAS, the Governing Board desires to continue the 2017-2018 fiscal year budget until the 2018-2019 fiscal year budget can be adopted, most likely on July 25, 2018.

NOW THEREFORE, BE IT RESOLVED the Governing Board of the Humboldt Transit Authority hereby extends the 2017-2018 fiscal year budget until such time as the 2018-2019 fiscal year budget is adopted.

APPROVED:

DATED: _____, 2018

Chair of the HTA Governing Board of Directors

ATTEST:

DATED: _____, 2018

Secretary to the Board

Secretary's Certificate

I hereby certify that the foregoing is a true and correct copy of Resolution No. 18-06 passed and adopted at a regular meeting of the HTA Governing Board, Eureka, California, held on the 27th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

HTA Board Secretary



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: 5311 Regional Apportionment Grant Funds

Each fiscal year, Regionally Apportioned Federal funds become available to the region. Staff was notified by the Humboldt County Association of Governments (HCAOG) that there is \$771,207 available in this year's Regional Apportionment Grant Fund program. CalTrans has set the deadline for all agencies to submit their projects into the Online Electronic Grants Management System (Blackcat) by July 31, 2018.

For Redwood Transit, Staff is requesting authorization from the HTA board to apply for one (1) 35' Wheelchair Equipped, Clean Diesel bus for the Eureka Transit Service in the amount of \$225,000 and \$217,000 in Operating Assistance for the Redwood Transit System. In addition, there is \$278,761 that is available to the Humboldt Transit Authority from a prior year that staff is requesting to purchase dispatching software that will allow the public transit buses to coordinate with the paratransit system.

Action Recommended: Adopt Resolution 18-07 Authorizing Application for FTA Section 5311 Grant Funds and the General Manager to Sign the Grant Agreement.

RESOLUTION 18-07

**RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311
(49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital and operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act; (FTA C 9040.1F and FTA C 9050.1) and,

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for public transportation projects; and,

WHEREAS, Humboldt Transit Authority (HTA) desires to apply for said financial assistance to permit operation of rural transit service in Humboldt County; and,

WHEREAS, HTA has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Humboldt Transit Authority does hereby authorize the HTA General Manager to file and execute applications on behalf of HTA with the Department to aid in the financing of operating or capital assistance projects pursuant to Section 5311 of the Federal Transit Act of 1964, as amended.

That the General Manager is authorized to execute and file all assurances or any other document required by the Department.

That the General Manager is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That the General Manager is authorized to submit and approve requests for reimbursement of funds from the Department for the Section 5311 projects (s).

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, June 27, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Chair of the Humboldt Transit Authority Governing
Board of Directors

ATTEST: HTA Secretary to the Board



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Federal Transit Administration Section 5311(f) Grant Funds

The California Department of Transportation has notified its sub-recipients that there are FTA Section 5311(f) grant funds available for intercity bus services. This is a competitive grant for all rural agencies in the State of California. Staff is requesting approval from the HTA board to apply for \$300,000 in Operating Assistance to help offset the costs for the Intercity Systems in Willow Creek and Southern Humboldt. HTA has been successful in applying to this grant program for the past 10 years and the Local Transportation Funds can and will be used as the local match if awarded.

Action Recommended: Adopt Resolution 18-08 Authorizing Application for FTA Section 5311(f) Grant Funds and the General Manager to Sign the Grant Agreement.



**Authorizing Resolution for FTA Funds
State of California
Division of Rail and Mass Transportation**

RESOLUTION NO. 18-04

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, *The Humboldt Transit Authority* desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in *Humboldt County*; and

WHEREAS, the *Humboldt Transit Authority* has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the *Humboldt Transit Authority Governing Board of Directors* does hereby Authorize the *General Manager*, to file and execute applications on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**), as amended.

That *General Manage* is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That *General Manage* is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That *General Manage* is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the *Humboldt Transit Authority Governing Board of Directors* of the *County of Humboldt*, State of California, at a regular meeting of said Commission or Board Meeting held on the by the following vote:

AYES:
NOES:
ABSENT:

(Please Print)

Name: Natalie Arroyo

Title: Chair of the Humboldt Transit Authority
Governing Board of Directors

Signature: _____

Date: June 27, 2018



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Arroyo
All Governing Board Members

FROM: Alene Webb, Finance Manager

DATE: June 27, 2018

SUBJECT: Preliminary Budget for Humboldt Transit Authority FY 18/19

1. Significant Changes for the 2018/2019 Fiscal Year

The majority of the 2018/2019 Draft Budget projected income and expenses are based on actual expenses incurred in the 2017/2018 fiscal Year. Explanations for significant reductions and increases from the prior year's budget are below.

A. Income

- I. **400.40 Contract Transportation:** Reduction due to reduced ridership for HSU. Taking over the ETS system eliminated ETS contract income.
- II. **400.30 Fares:** Increase due to retaining ETS fares. This amount reflects the reduction in RTS ridership as well as the estimated amount to combine SHI and SHL
- III. **400.60 Outside Service Revenue:** Increase for the service contract for CAE vehicles for DAR.
- IV. **400.10 Misc. Revenues:** New LCTOP Grant Funds for ticket vouchers to increase ridership.
- V. **414.00 LTF/JPA Member Assessment:** Increase includes ETS' LTF and the additional 4%.
- VI. **411.00 Federal Operating:** Increase due to 5311 operating funds requested for RTS, WC and SHI. Included are ETS 5311 operating funds.
- VII. **412.00 STAF State Operating Funds:** The increased amount is due to the new SGR program as well as direct receipt of the STA funds for ETS.

B. Expenses

- I. **680.00 Labor:**
 - a. Admin: Reduction based on actuals with the reduction of one Admin position that was in last year's budget.
 - b. Represented Employees: Proposed wage scale step adjustment.
- II. **680.10 – 670.00:** Increase based on actuals from this fiscal year and proposed projections.
- III. **673.00 Workers Comp:** Reduction is due to the reduced cost for C-SAC Insurance pool.
- IV. **690.00 Health and Welfare:**
 - a. Medical: Increase due to proposed additional coverage for employees and dependents.
 - b. Dental: Based on actuals.



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- c. Vision: Reduction based on actuals. Self-insured \$300.00 for each employee and \$150.00 for their dependents.
- V. **6042.20 Retiree Medical**: Reduction based on actual number of retirees that are receiving benefits. Small number of retirees in the next fiscal year.
- VI. **6042.7 OPEB Reduction Payment**: Created a line item for this fiscal year.
- VII. **672.00 PERS Retirement**: This increase reflects the proposed wage scale adjustment.
- VIII. **616.00 Training & Development**: Reduction is reflective of reduced STA funds available for training employees.
- VIII. **6120.00 Legal Expense**: Increase is reflective of upcoming Union negotiations.
- IX. **6122.00 Outside Consultants**: Reduction is due to the end of one of our training programs that was supplemented with an insurance reimbursement in 2017/2018.
- X. **600.00 Advertising Expense**: Increase reflects community outreach for the SHI and SHL changes as well as advertising free rides paid for by LCTOP funds. (\$8390.00)
- XI. **608.00 Mileage and Per Diem**: Reduction is reflective of reduced training available for employees.
- XII. **664.00 Vehicle Premiums**: Increase based on the actual cost.
- XIII. **664.10 Deductibles**: Reduction due to WC accident deductible completed.
- XIV. **620.00 Gen Maintenance Supplies**: Reduction is based on actuals.
- XV. **688.30 Safety Supplies & Gear**: Reduction is reflective Hybrid Safety Gear purchased in the prior budget year.
- XVI. **651.00 Contract Repairs**: Increase is reflective of actuals.
- XVII. **653.00 Fuel**: Based on an average of \$4.00 a gallon due to fuel price increase.
- XVIII. **657.00 Tires**: Substantial increase is due to the new regulation the will not allow re-treads for tire re-use.
- XIX. **Facility Expenses 601.00-634.00**: Expenses to maintain the facility are based on actuals. They are allocated evenly by the different systems to reflect the cost they would bear if they were to maintain their own facility.

2. Capital Projects for the 2018/2019 Fiscal Year

- A. RTS - Electric Bus: Grant Funds LCTOP, STA, 5311, and Murray Method
- B. ETS - 2 Buses: Grant funds 5311, Murray Method, COE Cap Reserves
- C. WC - Bus Stop: Grant Funds LCTOP
- D. CTSA - Route Match Modules: STA Funds
- E. DAR - 2 Cutaways: Grant Funds 5310
- F. Maintenance - Solar Project, Maintenance Vehicle, Hybrid Replacement and Repair: Grant Funds CalOES, STA & SGR

Action Recommended: Review the budget as proposed by staff and reviewed by the Finance and Operations Committee. Make changes if necessary. If approved, direct staff to publish a notice regarding public input on the proposed budget.

Humboldt Transit Authority
Proposed Budget FY 2018-2019

	RTS for 2018-2019	ETS for 2018-2019	TNT for 2018- 2019	WC for 2018-2019	SHI for 2018-2019	AMRTS for 2018-2019	CTSA for 2018-2019	DAR for 2018-2019		Admin/HTA 2018-2019	Maint. Shop/Facility 2018-2019	Total
REVENUE												
Operating Revenue												
400.40 Contract Transportation	210,000			2,000		90,000	19,205	779,078				1,100,283
400.30 Fares	946,000	241,232	27,000	36,274	95,000		30,539	11,362				1,387,407
400.70 Passes & ID Cards										500		500
400.60 Outside Service Revenue											120,000	120,000
400.10 Misc. Revenues	13,620		1,946	1,946	1,946					8,390		27,848
Non-operating Revenues												
410.10 Advertising Revenue		12,000								45,600		57,600
410.80 Rent & Leases										105,000	9,000	114,000
414.00 LTF/JPA Member Assessment	1,584,978	476,405	177,873	267,351	540,685		35,000					3,082,292
411.00 Federal Operating	217,000	202,000		28,772	190,809							638,581
412.00 STAF & SGR - State Operating Funds	11,250	171,242					149,938			93,340	132,144	557,914
310.00 Unrestricted Net Assets												
413.00 Interest Income										10,000		10,000
TOTAL REVENUE	2,982,848	1,102,879	206,819	336,343	828,440	90,000	234,682	790,440		262,830	261,144	7,096,425
EXPENSE												
PAYROLL, AND RELATED BENEFITS												
680.00 Labor												
Administration						2,712	120,900			344,094		467,706
Maintenance						22,293					479,680	501,973
Operations	658,395	260,529	39,218	58,655	166,675							1,183,472
680.1 Birthday	2,880	1,009	206	253	718					1,700	2,053	8,819
680.6 Earned Leave	68,390	25,747	2,500	6,002	17,054					36,000	53,460	209,153
680.2 Holiday Time	28,801	10,992	1,791	2,527	7,182					13,000	17,500	81,793
680.10 Overtime	9,000	3,700	800	2,000	2,500					5,000	10,000	33,000
670.00 Employment Taxes	13,600	5,178	800	1,200	3,393					10,000	10,000	44,171
676.00 Employee Bereavement	950	700	200	200	200					500	600	3,350
673.00 Worker's Compensation Insurance	87,452	34,572	5,177	7,675	21,808	2,000				5,000	62,300	225,984
690.00 Health & Welfare												
6042.1 Medical	312,208	117,167	24,200	31,800	90,364					153,000	169,000	897,739
Dental	45,472	17,154	2,500	3,990	11,339					12,000	20,000	112,455
6042.3 Vision	8,350	3,150	466	700	2,082					3,000	2,000	19,748
6042.4 Life	1,600	570	92	135	383					670	900	4,350
6042.2 Retiree Health	80,000	30,000	500	100	21,000					900	11,000	143,500
6042.7 OPEB Reduction Payment										-		
672.00 PERS Retirement	88,736	33,868	2,812	7,787	22,128					51,000	41,020	247,351
674.00 Physicals/DMV / B-ground checks	2,500	2,000	200	200	750					340	1,000	6,990
General Operating Expenses												
General												
603.00 Dues & Subscriptions										6,000	3,000	9,000
604.00 General Operating Supplies										8,000	3,000	11,000
609.00 Office Supplies							1,120			5,000	1,000	7,120
611.00 Printing Expense							2,500			3,000	1,000	6,500
616.00 Training & Development										18,000	8,000	26,000
616.10 Meeting & Consultation										4,000	750	4,750

Humboldt Transit Authority
Proposed Budget FY 2018-2019

	RTS for 2018-2019	ETS for 2018-2019	TNT for 2018- 2019	WC for 2018-2019	SHI for 2018-2019	AMRTS for 2018-2019	CTSA for 2018-2019	DAR for 2018-2019		Admin/HTA 2018-2019	Maint. Shop/Facility 2018-2019	Total
Administration												
6120.00 Legal Expenses										50,000		50,000
6121.00 Accounting & Bookkeeping										20,000		20,000
6122.00 Outside consultants										25,000		25,000
600.00 Advertising Expense										20,640		20,640
602.00 Cost of Funds										8,000		8,000
605.00 General Liability Insurance										16,000		16,000
6052.00 ERMA Liability										10,282		10,282
608.00 Mileage & Per Diem										6,000	1,000	7,000
610.00 Postage							623			2,500	250	3,373
613.00 Service Charges										500		500
615.00 Specialized Services								790,440				790,440
Operations												
688.20 Uniforms & Shoes	4,500	2,000	300	300	1,000						540	8,640
662.00 GFI -Ticket Stock & equip	14,000	2,000	1,000	500	1,500	400						19,400
663.00 WiFi//GPS/MyRide	25,000	5,500	2,500	4,200	11,000							48,200
661.00 Schedule Printing &Updates	6,000	3,000	150	250	3,000	150						12,550
664.00 Vehicle Insurance												
664 Premiums	183,490	40,758	8,373	27,153	66,573		30,539				10,148	367,033
664.1 Deductables	17,839	2,000	1,500	5,000	2,000					1,000		29,339
666.00 Operations Supplies						420				500	500	1,420
Maintenance												
620.00 Gen. Maintenance Supplies	-	-	-	-	-	1,500					11,000	12,500
635.00 Shop Tools	-	-	-	-	-	1,500					10,000	11,500
688.30 Safety Supplies & Gear	-	-	-	-	-	175					1,200	1,375
688.10 Uniforms - Shop	-	-	-	-	-	3,000					19,000	22,000
Vehicles												
650.00 Contract Services											2,500	2,500
651.00 Contract Repairs	15,000	2,250	1,000	5,000	1,500	1,250					9,500	35,500
653.00 Fuel	447,500	127,500	19,072	49,500	131,250		10,000				7,500	792,322
614.00 Special Studies/Permits											7,500	7,500
655.00 Parts	63,050	20,000	4,000	10,000	15,504	10,000	35,000				20,000	177,554
656.00 Small Tool Allowance						600					4,200	4,800
657.00 Tires	43,946	13,067	1,200	14,000	13,919	10,000					1,000	97,132
Facilities												
601.00 I.T hardware, maint., licenses	12,500	12,500	12,500	12,500	12,500	12,500	12,500					87,500
631.00 Rentals & Leases	1,400	1,400	1,400	1,400	1,400	1,400	1,400					9,800
632.00 Contract Maint.	9,700	9,700	9,700	9,700	9,700	9,700	9,700					67,900
633.00 Utilities	8,500	8,500	8,500	8,500	8,500	8,500	8,500					59,500
634.00 Gen Facility M & R	1,900	1,900	1,900	1,900	1,900	1,900	1,900					13,300
Total Direct Expense	2,262,659	798,412	154,557	273,127	648,822	90,000	234,682	790,440		840,626	1,003,101	7,096,425
Allocated Admin. amd Maint. Net Costs	720,189	304,467	52,262	63,216	179,618	0	0	0		577,796	741,957	Admin & Maint Net
Total Direct and Allocated Expenses	2,982,848	1,102,879	206,819	336,343	828,440	90,000	234,682	790,440				
NET Total Income minus Expenses	0	0	0	0	0	0	0	0				
Allocation Percentages	54.57%	23.07%	3.96%	4.79%	13.61%	0.00%	0.00%	0.00%				
Admin. Allocation 577,796	315,303	133,298	22,881	27,676	78,638	0	0	0				
Maint. Allocation 741,957	404,886	171,169	29,381	35,540	100,980	0	0	0				
Total Allocations by Service	720,189	304,467	52,262	63,216	179,618	0	0	0				
Capital Projects	950,000	950,000	0	75000	0	0	113900	130000		0	506,192	2,725,092
Capital Funds	950,000	950,000	0	75000	0	0	113900	130000		0	506,192	2,725,092
	0	0	0	0	0	0	0	0		0	0	0

NOTES: Admin & Maintenance Allocation Percentages are based on Hours of Operation; AMRTS and DAR are Contracted and Administered by HTA. Maintenance and Administration costs are part of the contracts and are subtracted prior to allocations



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TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Humboldt Transit Authority ADA Specialist/Title VI Coordinator

Over the last 20 years, bus service provided by the Humboldt Transit has more than doubled. Last year, over 825,000 rides were provided to the residents of Humboldt County traveling over 1.4 million miles. The maintenance department services over 85 vehicles including the Humboldt Transit Authority, Eureka Transit Service, Arcata & Mad River Service, CAE Transport, and the Humboldt County Office of Education. HTA is also the Coordinated Transportation Services Agency that assists several different agencies with their transportation needs and oversees the Dial-A-Ride program for the region that transported over 24,000 seniors and persons with disabilities.

Training for drivers, mechanics, and overseeing other agencies that HTA partners with has also increased. There is an immediate need for HTA to appoint a Safety Officer to keep up with Cal-OSHA, DOT, and FTA regulations and to oversee the training of all drivers and shop personnel. Each employee is required to have at least 8 hours training to stay in compliance.

The Humboldt Transit Authority Safety Coordinator will:

- Ensure that loss events, whether liability or workers' compensation, receive root cause investigations to identify the true causes of losses.
- Ensure the development of effective corrective actions designed to reduce HTA's loss experience and associated costs, and reduce the probability of recurrence.
- Monitor loss trends, identify loss trend frequency and severity, and develop feasible corrective actions to reduce overall cost of operations.
- Facilitate the provision of appropriate employee training to reduce the probability of workers' compensation and liability losses.
- Develop monthly loss experience and safety/risk control activity reports to keep the General Manager and Board informed.
- Facilitate Safety Team meetings and activities to ensure management/employee engagement in the overall safety program, and through that engagement strengthen HTA's safety program and reduce its losses.

Having a Safety Officer will also comply with the FTA's call for the establishment of a safety management system wherein the safety liaison position reports directly to the General Manager. Although the FTA currently only mandates the direct reporting of the safety officer for rail services, they have stated their plans to apply the same requirement to public bus services.



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Over the past 4 months, HTA's ADA/Title VI Coordinator, Consuelo Espinosa, has worked hard to improve the overall safety of the organization and the clients we serve. The increase in pay has been included in the draft budget for the 18/19 FY and it is Staff's recommendation that the title and duties of Safety Coordinator be added to her current position.

Action Recommended: Approve the Revisions to the Job Description, Salary Schedule, and Changing the Name of the Position to Safety and ADA Coordinator.

Safety & ADA Coordinator

Job Title: Safety & ADA Coordinator
Job Type: Full-time
Location: HTA Administrative Offices, 133 V Street, Eureka, CA
Reports to: General Manager

Responsible for managing the Agency's day to day risk control and ADA compliance functions, including the identification, evaluation and mitigation of the agency's operational risk. Oversees the implementation of the Agency's risk control and Cal-OSHA compliance programs including, vehicle physical damage, property, liability and employee injury prevention, as well as, plan, organize, coordinate, monitor and Administer Paratransit, while ensuring full compliance with Americans with Disabilities Act (ADA) and paratransit rules and regulations.

General Duties:

The following duties are standard for this position. The omission of specific statements of duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification.

- Participate with Safety Team review and root cause investigation of loss occurrences.
- Prepare loss occurrence statistics.
- Maintain risk management, vehicle and accident databases.
- Review and evaluate reports, and provide recommendations on improving the overall effectiveness of the comprehensive risk control program.
- Identify and analyze loss trends. Suggest risk control programs designed to reduce the frequency and severity of losses.
- Participate in the development of and manage implementation of goals, objectives, and policies.
- Identify, analyze and provide recommendations to reduce the risk and loss on new or changing exposures related to Agency operations.
- Keep abreast of and advise management current developments and changes in the field of risk control, Cal-OSHA compliance, and ADA compliance. Incorporate necessary changes into the Agency's policies affecting the comprehensive risk control, Cal-OSHA compliance, ADA compliance, and Paratransit programs.
- Assist as needed in the investigation of passenger complaints/inquiries and respond accordingly.
- Facilitate and guide the Agency's safety team.
- Work with agency departments to achieve risk control and ADA compliance goals.
- Perform safety and security audits of the Agency's contracted operations.
- Conduct ergonomic assessments and training in coordination with department managers.
- Conduct new hire safety orientation and other risk control and ADA compliance training as needed.
- Participate in the development and administration of the annual risk control, ADA compliance and Paratransit program budget.
- Manages the paratransit eligibility process. Troubleshoots issues and concerns with paratransit, customer service and other staff. Ensures service compliance with local, state and federal rules and regulations including the ADA.
- Establish policies and procedures for Paratransit.

- Prepare monthly Paratransit activity reports to include ridership, operating statistics, State, and Triennial Reviews.
- Manages customer service for paratransit responding to service inquiries and customer complaints. Ensures appropriate investigation and response to issues and problems. Documents resolutions with customer comment software.
- Assist in the negotiation and management of paratransit service agreements as a service provider to other agencies.
- Oversee the reconciliation of paratransit tickets and paratransit and assist in contract billing on a monthly basis.
- Represents HTA in public forums requiring research and presentation development on ADA paratransit related services and activities. Attends regional meetings of paratransit and specialized transportation user groups. Provides educational outreach to special needs community groups, advocates and social services organizations on paratransit services, eligibility criteria and other public transportation options.
- Facilitates and coordinates client paratransit eligibility appeals process.
- Keeping the management team informed of paratransit program activities to ensure the accomplishment of goals and objectives relative to system growth and improved delivery of paratransit program services.

HTA Classification Plan

July 1, 2018

Salary Schedule									
Allocation									
Position	Current	Filled	Proposed	A	B	C	D	E	F
<i>Non-union positions</i>									
General Manager	1	1	1	Range \$37.02 - \$47.12					
Operations Manager	1	0	1	\$25.84	\$27.91	\$29.98	\$32.05	\$34.12	\$36.17
Director of Maintenance	1	1	1	\$25.84	\$27.91	\$29.98	\$32.05	\$34.12	\$36.17
Human Resource Manager	1	1	1	\$25.84	\$27.91	\$29.98	\$32.05	\$34.12	\$36.17
Finance Manager	1	1	1	\$25.84	\$27.91	\$29.98	\$32.05	\$34.12	\$36.17
Bookkeeper	1	1	1	\$20.00	\$20.71	\$21.41	\$22.11	\$22.81	\$23.55
Safety & ADA Coordinator	0	0	1	\$22.36	\$23.48	\$24.65	\$25.89	\$27.19	\$28.55
ADA Specialist/Title VI Coordinator	1	1	0	\$19.23	\$20.09	\$20.95	\$21.81	\$22.67	\$23.55
Transportation Supervisor	1	1	1	\$16.83	\$17.82	\$18.78	\$19.74	\$20.70	\$21.63
Administrative Assistant	1	1	1	\$13.94	\$14.90	\$15.86	\$16.82	\$17.78	\$18.75
Union positions				Steps for union staff are negotiated and part of the MOU					
Shop Supervisor	1	1	1	\$24.93	\$25.95	\$26.97	\$27.99	\$29.02	\$30.02
Lead Mechanic	1	0	1	\$23.93	\$24.67	\$25.44	\$26.23	\$27.06	\$27.64
Senior Mechanic	1	1	1	\$22.78	\$23.52	\$24.28	\$25.08	\$25.91	\$26.49
Equipment Mechanic	3	2	3	\$20.96	\$21.69	\$22.32	\$23.26	\$24.08	\$24.66
Equipment Technician I	1	0	1	\$17.99	\$18.59	\$19.18	\$19.83	\$20.50	\$21.09
Equipment Technician II	2	2	2	\$19.15	\$19.74	\$20.33	\$20.98	\$21.66	\$22.24
Vehicle Service Worker	2	2	2	\$16.36	\$16.86	\$17.39	\$17.94	\$18.52	\$19.10
Vehicle Service Worker (part-time)	0	0	1	\$15.31	\$15.79	\$16.28	\$16.79	\$17.34	\$17.51
Cleaner/Janitor	1	1	1	\$15.58	\$16.05	\$16.53	\$17.03	\$17.53	\$18.11
Cleaner/Janitor (part-time)	1	1	1	\$14.59	\$15.02	\$15.47	\$15.94	\$16.41	\$16.95
Driver	32	30	32	\$16.36	\$16.86	\$17.39	\$17.94	\$18.52	\$19.10
Extraboard Driver	12	5	12	\$16.36	\$16.86	\$17.39	\$17.94	\$18.52	\$19.10
Extraboard Driver (part-time)				\$15.31	\$15.79	\$16.28	\$16.79	\$17.34	\$17.51



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TO: Chair Arroyo
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 27, 2018

SUBJECT: Agreement for Operation of Bus Transit System in the Southern Humboldt Area by and Between County of Humboldt and Humboldt Transit Authority

Since 2010, the Humboldt Transit Authority has been operating the Southern Humboldt Transit System providing a Deviated Fixed Route for the local area and an Intercity system for the Southern Region to connect to the Northern County. HTA has received several requests for weekend service from the community. Weekend service requests have also been received by the Humboldt County Association of Government through the Unmet Needs Process.

Over the last year, HTA staff has worked with Supervisor Fennell and the Southern Humboldt community, through public meetings, to develop a schedule that would allow HTA to provide Saturday and Seasonal Sunday Service. The proposed system is to eliminate the Deviated Fixed Route (DFR), and to adjust the Intercity Route to fill in the gaps left by no DFR. The funds recovered from no DFR would go to year round Saturday Service and Seasonal Sunday Service which would be operated July through October.

The contract is up for renewal and the proposed schedule is attached. Besides the schedule change, a scheduled fare increase is also included in the contract as shown in Exhibit A. Because the system is 100% funded by the County's Local Transportation Fund, it is scheduled for approval on the Humboldt County Board of Supervisors agenda for June 26, 2018. HTA Staff was successful in receiving Federal Transit Administration Grant Funds to assist in the overall cost of the system.

Action Recommended: Approve the Agreement for Operation of Bus Transit System in the Southern Humboldt Area by and Between County of Humboldt and Humboldt Transit Authority.

MONDAY - FRIDAY

N O R T H B O U N D						
5th & H	8:41	11:15	1:15	4:15	7:15	9:15
5th & D						
Brd Del Norte						
Bayshore Mall						
College of the Redwoods						
Fortuna - 11th & N St						
Fortuna Blvd. & Smith						
Redwood Village Shops						
Redwood Memorial						
Davis St. Off Ramp						
Redcrest	7:39	10:13	12:13	3:13	6:13	8:13
Founders Grove(Request Stop)						
Weott Off Ramp	7:33	10:07	12:07	3:07	6:07	8:07
Myers Flat	7:27	10:01	12:01	3:01	6:01	8:01
Miranda (Sips Coffee & Miranda HS)	7:17	9:51	11:51	2:51	5:51	7:51
Maple Hills Road (Spirit Art Glass)	7:15	9:49	11:49	2:49	5:49	7:49
Phillipsville Fire Dept	7:11	9:45	11:45	2:45	5:45	7:45
Dean Creek Resort	7:04	9:38	11:38	2:38	5:38	7:38
Redway/Signature Coffee	7:02	9:36	11:36	2:36	5:36	7:36
Redway Clinic (West Coast Road)	6:57	9:31	11:31	2:31	5:31	7:31
Garberville / Redwood Dr. & Melville	6:53	9:27	11:27	2:27	5:27	7:27
Benbow	6:46	9:20	11:20	2:20	5:20	7:20
	1	3	5	7	9	11

S O U T H B O U N D					
4th & H	7:05	9:15	12:05	3:05	5:05
4th & D	7:06	9:16	12:06	3:06	5:06
Brd Del Norte	7:10	9:20	12:10	3:10	5:10
Bayshore Mall	7:15	9:25	12:15	3:15	5:15
College of the Redwoods			12:28	3:28	5:28
Fortuna - 11th & N St	7:33	9:43	12:43	3:43	5:43
Fortuna Blvd. & Smith	7:35	9:45	12:45	3:45	5:45
Redwood Village Shops	7:36	9:46	12:46	3:46	5:46
Redwood Memorial	7:37	9:47	12:47	3:47	5:47
Davis St. Off Ramp	7:50	10:00	1:00	4:00	6:00
Redcrest Offramp	8:02	10:12	1:12	4:12	6:12
Founders Grove..... (Request Stop)					
Weott Off Ramp	8:08	10:18	1:18	4:18	6:18
Myers Flat	8:15	10:24	1:24	4:24	6:24
Miranda	8:27	10:36	1:36	4:36	6:36
Maple Hills Road (Spirit Art Glass)	8:28	10:37	1:37	4:37	6:37
Phillipsville Post Office	8:33	10:42	1:42	4:42	6:42
Dean Creek Resort	8:39	10:48	1:48	4:48	6:48
Briceland/Redway Dr.	8:42	10:51	1:51	4:51	6:51
Redway Clinic (West Coast Road)	8:47	10:54	1:54	4:54	6:54
Garberville (Calico's)	8:51	10:59	1:59	4:59	6:59
Benbow	8:57	11:05	2:05	5:05	7:05
	2	4	6	8	10

NORTHBOUND			
5th & H	10:49	1:35	8:50
5th & D			
Brd Del Norte			
Bayshore Mall			
Fortuna - 11th & N St			
Fortuna Blvd. & Smith			
Redwood Village Shops			
Redwood Memorial			
Davis St. Off Ramp			
Holmes	9:47	12:33	7:48
Redcrest	9:42	12:28	7:43
High Rock	9:36	12:22	7:37
Dyerville Overlook	9:33	12:19	7:34
Founders Grove	9:28	12:14	7:29
Woman's Federation	9:24	12:10	7:25
Burlington	9:18	12:04	7:19
Williams Grove	9:11	11:57	7:12
Myers Flat	9:08	11:54	7:09
Hidden Springs	9:07	11:53	7:08
Miranda (Sips Coffee & Miranda H	8:58	11:44	6:59
Maple Hills Road (Spirit Art Glass)	8:56	11:42	6:57
Phillipsville Fire Dept	8:52	11:38	6:53
Dean Creek Resort	8:45	11:31	6:46
Redway/Signature Coffee	8:43	11:29	6:44
Garberville / Redwood Dr. & Melv	8:37	11:23	6:38
Benbow	8:30	11:16	6:31
PM times are in bold	1	3	5

Saturday & Sunday

Saturday & Sunday
Schedule (Sunday is
seasonal: July - October)

SOUTHBOUND		
4th & H	8:30	3:45
4th & D	8:31	3:46
Brd Del Norte	8:35	3:50
Bayshore Mall	8:40	3:55
Fortuna - 11th & N St	8:58	4:13
Fortuna Blvd. & Smith	9:00	4:15
Redwood Village Shops	9:01	4:16
Redwood Memorial	9:02	4:17
Davis St. Off Ramp	9:15	4:30
Holmes (Ancient Rwd's RV Park)	9:30	4:45
Redcrest (Eternal Tree House)	9:35	4:50
High Rock	9:41	4:56
Dyerville Overlook	9:44	4:59
Founders Grove	9:49	5:04
Woman's Federation	9:53	5:08
Burlington	9:59	5:14
Williams Grove	10:06	5:21
Myers Flat	10:09	5:24
Hidden Springs	10:10	5:25
Miranda	10:19	5:34
Maple Hills Road (Spirit Art Glass)	10:20	5:35
Phillipsville Post Office	10:25	5:40
Dean Creek Resort	10:27	5:42
Briceland/Redway Dr.	10:33	5:48
Garberville (Calico's)	10:40	5:55
Benbow	10:46	6:01
	2	4

**AGREEMENT FOR OPERATION OF THE SOUTHERN HUMBOLDT BUS TRANSIT SYSTEM
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT TRANSIT AUTHORITY
FOR FISCAL YEARS 2018-2019 THROUGH 2020-2021**

This Agreement, entered into this ____ day of _____, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Humboldt Transit Authority, a joint powers public entity of the State of California, hereinafter referred to as “HTA,” is made upon the following considerations:

WHEREAS, COUNTY desires to provide useful and economical bus service to the citizens of Humboldt County; and

WHEREAS, HTA is qualified and has the capacity to administer and manage the operation of the bus transit system located in the southern portion of Humboldt County (“Southern Humboldt Bus Transit System”); and

WHEREAS, the operation of the Southern Humboldt Bus Transit System shall be controlled by COUNTY in that COUNTY shall establish or approve all policies under which said system operates; and

WHEREAS, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and HTA.

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

1. **RIGHTS AND OBLIGATIONS OF HTA:**

- A. **Operation and Management Services.** HTA hereby agrees to manage the operation of the Southern Humboldt Bus Transit System. HTA’s management responsibilities shall include, without limitation:
1. Providing a sufficient number of qualified personnel, as determined in HTA’s discretion.
 2. Providing such equipment, office and garage space and employee facilities as determined necessary by HTA for adequate operation of the Southern Humboldt Bus Transit System consistent with Exhibit A – Southern Humboldt Bus Transit System Routes (“Exhibit A”), which is attached hereto and incorporated herein by reference.
 3. Compliance with all local, state and federal laws, regulations, ordinances and requirements, including, but not limited to, obtaining and maintaining all necessary licenses and permits for operation of the Southern Humboldt Bus Transit System.
 4. Compliance with all local, state and federal funding requirements, including, but not limited to, Section 5311 of Title 49 of the United States Code (“U.S.C.”) and Section 6633.2 of Title 21 of the California Code of Regulations.
 5. Compliance with any and all applicable provisions of 49 U.S.C. Section 5311(f) – Certifications and Assurances for Operating Assistance Projects.

- B. Transportation Services. HTA shall provide public bus transportation over routes and schedules of service and times which will best meet the needs of the residents of the southern portion of Humboldt County in accordance with Exhibit A. As part of providing such transportation services, HTA shall, and within the exercise of HTA's sole discretion:
1. Procure sufficient numbers and types of vehicles to adequately operate the Southern Humboldt Bus Transit System consistent with Exhibit A by applying for and using appropriate federal and state grant funds.
 2. Determine bus route schedules for service levels specified in Exhibit A.
 3. Make short-term changes in fares, routes, services and/or transfer privileges to address unplanned emergency events.
 4. Make minor changes in fares, routes, services and/or transfer privileges that do not cause either an increase of ten percent (10%) or more, or a decrease of twenty percent (20%) or more, in total fare box revenue within the Southern Humboldt Bus Transit System, as computed from the fares specified in Exhibit A.
 5. When deemed appropriate, submit for COUNTY's consideration and written approval of any substantial changes in fares, routes, services and/or transfer privileges. COUNTY shall be given no less than fifteen (15) days written notice of all such proposals.
 6. Promote the Southern Humboldt Bus Transit System and print tickets, schedules and brochures.
 7. HTA shall have the exclusive right to place advertising on the exterior and interior of vehicles used in the Southern Humboldt Bus Transit System. HTA shall be entitled to all revenue derived from such advertising.
- C. Maintenance Services. HTA shall service and maintain all vehicles used in the operation of the Southern Humboldt Bus Transit System and shall at all times keep the vehicles in a clean and well-ordered condition. As part of such maintenance services, HTA shall:
1. Comply with all maintenance requirements as specified by the manufacturer and the California Highway Patrol.
 2. Provide for, and bear the cost associated with, the maintenance of vehicles used in the Southern Humboldt Bus Transit System, including, without limitation, periodic lubrication, exterior and interior cleaning, providing fuel, tires, oil and other maintenance.
 3. Keep any and all maintenance records as deemed appropriate by COUNTY. Such records shall include, without limitation, records of all maintenance and checks performed on vehicles used in the Southern Humboldt Bus Transit System, organized according to date, mileage and engine hours. HTA shall also maintain records showing total maintenance costs, labor time, operating costs and "out of service" periods for each vehicle used in the Southern Humboldt Bus Transit System.
- D. Repairs to Transit Vehicles. Repairs to vehicles used in the Southern Humboldt Bus System will be paid for by HTA; provided, however, that if such repair costs exceed One Thousand Dollars (\$1,000.00), HTA will pay the first One Thousand Dollars (\$1,000.00), and COUNTY will pay the portion in excess thereof. All repairs in excess of One Thousand Dollars

(\$1,000.00) shall be approved in advance by COUNTY. Repairs covered under this provision include, but are not limited to, those necessitated by collision and other non-scheduled repairs which are not part of a regular maintenance schedule. HTA shall pay the full cost of any and all repairs necessitated by faulty maintenance performed by HTA. All repair costs borne by HTA are included in the compensation specified herein, and HTA is not entitled to any payments for repairs exceeding such amounts.

E. Personnel. HTA shall at all times provide sufficient personnel, as determined by HTA in HTA's sole discretion, to render the public transportation services provided for herein. HTA's staffing responsibilities shall include, without limitation:

1. Hiring, supervising, compensating and discharging all personnel involved in the operation of the Southern Humboldt Bus Transit System.
2. Ensuring that all bus operators providing services hereunder meet all applicable local, state and federal requirements for operation of transit vehicles, including possession of a valid Class B vehicle operator's license issued by the State of California.
3. Ensuring that all personnel providing services hereunder conduct themselves in a courteous, efficient and professional manner.
4. Paying all local, state and federal employment taxes and any other benefits or compensation due to personnel providing services hereunder, including, but not limited to, workers' compensation insurance.

F. Accounting for Fares. HTA will remove locked cash vaults from Southern Humboldt Bus Transit System vehicles on a daily basis and count and record the contents of each vault. The fares collected in said vaults will be credited to the Southern Humboldt Transit System on a monthly basis. HTA shall prepare, and submit to COUNTY on a quarterly basis, collection reports which set forth the route for each operating day of each month following the schedule below:

1. July to September report is due by December 31.
2. October to December report is due by March 31.
3. January to March report is due by June 30.
4. April to June report is due by September 30.

G. Operations Data. HTA shall establish, maintain and submit to COUNTY a record for each bus transit system route covered by this Agreement which contains all of the information specified below. HTA shall submit to COUNTY the following information in a six (6) month report by March 31st and annual report by September 30th for each year of this Agreement that also includes a statement of revenue and expenses (actual vs. budgeted), balance sheet, analysis of change in retained earnings, statement of sources and application of funds:

1. Fare revenue report for each route (to be tabulated on a daily basis).
2. Total ridership by route, day, trip, number and fare category, including transfers.
3. Vehicle revenue service hours by route, day and vehicle.

4. Vehicle revenue service miles by route, day and vehicle.
5. Service breaks summary of breakdowns, road calls, missed trips and delays over thirty (30) minutes by trip number.
6. Complaints, compliments and service requests refused.
7. Vehicle and passenger accidents.
8. Vault count summary by route, day and vault number.
9. Other data which is reasonably necessary for COUNTY to evaluate service efficiency and effectiveness of COUNTY's bus transit system.

H. Business Office. HTA shall maintain a local office and listed telephone under the name Humboldt Transit Authority. The office shall remain open from 8:00 a.m. to 4:30 p.m. (closed for lunch between 12:00 p.m. and 1:00 p.m.), Monday through Friday, except holidays. The Southern Humboldt Transit System office and associated facilities shall be located within the City limits of Eureka, California.

I. Representative on Committees. HTA shall act as a representative for COUNTY on the following committees: Humboldt County Association of Governments Technical Advisory Committee; Social Services Technical Advisory Committee; and Services Coordination Committee.

J. Transportation Development Plan. Beginning on July 1, 2018, HTA shall secure grant funding, and thereafter solicit consulting services, by sending out Requests for Proposals to qualified consulting firms, for the preparation of a Transportation Development Plan for the Southern Humboldt Bus Transit System.

K. Grant Applications. HTA shall prepare all state and federal applications for grant funds for capital procurement and operating assistance for the Southern Humboldt Bus Transit System.

2. RIGHTS AND OBLIGATIONS OF COUNTY:

A. Provision of Funds for Transit Vehicles. In the event that HTA is unable to obtain state or federal grant funding to procure a sufficient number of buses to adequately and appropriately operate and manage the Southern Humboldt Bus Transit System consistent with Exhibit A, as determined sufficient by HTA, COUNTY shall, provide funding to HTA to allow HTA to procure transit vehicles for the operation of the Southern Humboldt Bus Transit System. Alternatively, the County may initiate a change to Exhibit A, which may also require a renegotiation of compensation to HTA.

B. Service Changes. COUNTY hereby reserves the right to make substantial changes to the Southern Humboldt Bus Transit System policies set out in Exhibit A, and shall consider all HTA proposals for substantial changes to Exhibit A, in accordance with the following:

1. Any proposed change to Exhibit A shall be deemed a "substantial change" if such change results in any one (1) or more of the following conditions:
 - a. An increase of ten percent (10%) or more in total fare box revenue, as computed from the fares specified in Exhibit A.

- b. A decrease of twenty percent (20%) or more in total fare box revenue, as computed from the fares specified in Exhibit A.
 - c. The addition or deletion of an entire route.
- 2. Any substantial change to Exhibit A, as defined above, shall require the amount of compensation provided for in this Agreement to be adjusted, through a duly executed written amendment, to compensate for any increase or decrease in the cost to HTA.
- C. Enforcement of Exhibit A. HTA agrees that adherence to a schedule of operations in rendering the public transportation services consistent with Exhibit A is of primary importance. In the event that service consistent with Exhibit A is not provided by HTA, no payment will be made by COUNTY for any services not provided, except as otherwise permitted hereunder. HTA's continued failure to provide services consistent with Exhibit A, except as otherwise permitted hereunder, shall be grounds for termination of this Agreement.
- D. Bus Stops. COUNTY shall install bus stops and shelters as COUNTY shall deem necessary for the operation of service on all routes within the Southern Humboldt Bus Transit System. Stops shall be marked by painted curbs, signs, or other means of identification as COUNTY shall determine. All such identifications shall be of adequate length to permit COUNTY-owned transit vehicles to stop parallel to the curb.
- E. Grant Applications. COUNTY shall provide all necessary resolutions of the Humboldt County Board of Supervisors, and shall publish all public notices, required for the submission of applications for state and/or federal grant funding for capital procurement and operating assistance for the Southern Humboldt Bus Transit System, as requested by HTA. COUNTY shall also provide any information or data which is necessary for the submission of such state and/or federal grant applications. COUNTY shall designate an authorized agent to execute any state and/or federal grant agreements if required.

3. TERM:

The term of this Agreement shall begin on July 1, 2018, and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. Either party may terminate this Agreement in whole or in part, in the event that the other party fails to comply with the terms or conditions of this Agreement, or violates any ordinance, regulation or other law applicable to its performance hereunder, and such default or violation continues un-remedied for a period of thirty (30) days following written notice thereof. Any and all notices of default shall be provided to the breaching party, in accordance with the notice provisions set forth herein, within ten (10) days of the date in which the non-breaching party becomes aware, or reasonably should have become aware, of such default. In the event that any breach of the maintenance requirements set forth herein continues un-remedied for a period of ten (10) days following written notice thereof, COUNTY reserves the right to remedy the maintenance deficiencies and charge HTA the cost of said remedy. In the event that either party disputes whether a violation of this Agreement has occurred, or whether a breach of this Agreement has been adequately remedied, the parties shall discuss and attempt to resolve such dispute prior to termination of this Agreement.

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- B. Without Cause. This Agreement may be terminated by either party, at any time, without cause upon one hundred eighty (180) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. Pursuant to Section 18 of Article XVI of the California Constitution, COUNTY may terminate this Agreement in any fiscal year in which it is determined there is insufficient funding to continue the services provided for herein. COUNTY shall provide HTA fifteen (15) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Termination for Insolvency. COUNTY may terminate this Agreement immediately upon receiving notice of any of the following:
 - 1. The appointment of a receiver to take possession of a substantial portion of HTA's assets.
 - 2. A general assignment by HTA for the benefit of creditors.
 - 3. Any action taken by, or against, HTA under any insolvency or bankruptcy act.
- E. Effect of Termination. Upon termination of this Agreement, the respective obligations of the parties shall cease and HTA shall return all COUNTY-owned vehicles, equipment and supplies used in the operation of the Southern Humboldt Bus Transit System. All COUNTY-owned vehicles shall be returned in good operating condition with reasonable and normal wear and depreciation accepted.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and expenses incurred, by HTA pursuant to the terms and conditions of this Agreement is One Million Six Hundred Seventy-One Thousand Two Hundred Six Dollars (\$1,671,206.00). This fee shall be paid in the following installments:
 - 1. For the period of July 1, 2018 through June 30, 2019, COUNTY shall pay HTA Five Hundred Forty Thousand Six Hundred Eighty-Five Dollars (\$540,685.00) for the performance of the services set forth in this Agreement.
 - 2. For the period of July 1, 2019 through June 30, 2020, COUNTY shall pay HTA Five Hundred Fifty-Six Five Thousand Nine Hundred Six Dollars (\$556,906.00) for the performance of the services set forth in this Agreement.
 - 3. For the period of July 1, 2020 through June 30, 2021, COUNTY shall pay HTA Five Hundred Seventy-Three Thousand Six Hundred Fourteen Dollars (\$573,614.00) for the performance of the services set forth in this Agreement.
- B. Overhead Allocation. HTA will adjust overhead allocation rates charged to COUNTY based on the addition or deletion of services provided or administered by HTA for other entities. Overhead allocation rates are included in the compensation amounts set forth herein.
- C. Source of Funds. COUNTY shall compensate HTA with monies from COUNTY's Transit Fund and federal grant funding. No other COUNTY funds shall be used to fund the administration, management or operation of the Southern Humboldt Bus Transit System pursuant to the terms and conditions of this Agreement.

- D. Excess Funds. Any and all funds remaining at the end of either of the first two (2) years of this Agreement may be retained by HTA and used to assist with operating expenses for the following year. All funds remaining after the expiration of this Agreement shall be returned to COUNTY once the amount of such excess funds has been confirmed by the audit process set forth herein.
- E. Additional Compensation. HTA shall not be entitled to receive any additional compensation for increases in the cost of operating the Southern Humboldt Bus Transit System prior to the approval of a written amendment to this Agreement by the Humboldt County Board of Supervisors. Should the Humboldt County Board of Supervisors not approve a request for additional compensation, HTA shall have the option of terminating this Agreement. Following notice of termination, HTA shall continue operation of the Southern Humboldt Bus Transit System until COUNTY finds a replacement, provided COUNTY agrees to approve the requested additional compensation in the interim.

6. PAYMENT:

Compensation shall be paid to HTA by COUNTY on an annual basis, pursuant to the funding procedures set forth in the Transportation Development Act and the Federal Transit Act. COUNTY's obligation to provide funding is contingent upon submission of a Local Transportation Fund claim request, and receipt by COUNTY of sufficient state and/or federal funding.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California 95501

HTA: Humboldt Transit Authority
Attention: Greg Pratt, General Manager
133 V Street
Eureka, California 95501

8. REPORTS:

- A. Preparation of Required Reports. HTA agrees to prepare, and provide COUNTY with, any and all reports which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate. By February 1st of each year, HTA agrees to submit a report to COUNTY of its efforts or plans of seeking and applying for outside funding for operational and/or capital assistance for the covered fiscal year, to augment its revenue sources.
- B. Maintenance and Preservation of Reports. HTA shall maintain and preserve all reports related to the administration, management and operation of the Southern Humboldt Bus Transit System for a period of at least three (3) years after the date of final payment hereunder, except

that if any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three (3) year period, the reports shall be retained until completion and resolution of all issues arising therefrom.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Performance Records. HTA agrees to timely prepare accurate and complete records and accounts of all receipts and expenditures, evidence of indebtedness and credit and transactions relating to the administration, management and operation of the Southern Humboldt Bus Transit System. HTA shall maintain and preserve said records for a period of at least three (3) years after the date of final payment hereunder, except that if any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three (3) year period, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits related to the administration, management and operation of the Southern Humboldt Bus Transit System.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of HTA, and its subcontractors, related to the administration, management and operation of the Southern Humboldt Bus Transit System, shall be subject to the examination and audit of the California State Auditor, and any other duly authorized agents of the State of California, for a period of three (3) years after the date of final payment hereunder. HTA hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. HTA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration, management and operation of the Southern Humboldt Bus Transit System. HTA shall hold COUNTY harmless for any liability resulting from said audit.
- C. Independent Audits. HTA shall provide an independent audit by a certified public accountant on an annual basis. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency. If the allowable expenditures cannot be determined because HTA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

HTA agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor HTA's records, programs or procedures, at any time, as well as the overall administration, management and operation of the Southern Humboldt Bus Transit System, in order to ensure compliance with the terms and conditions of this Agreement. HTA will cooperate with a corrective action plan, if deficiencies in HTA's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of HTA's performance hereunder. COUNTY shall not be permitted access to confidential HTA personnel information or other records that may be subject to non-disclosure pursuant to applicable local, state and federal laws, regulations and standards.

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11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, HTA may receive information that is confidential under local, state or federal law. HTA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, HTA shall not discriminate in the provision of professional services or against any employee, or applicant for employment, on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer, genetic characteristics, HIV status and AIDS), physical or mental disability (including use of family care leave), political affiliation, military service or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. HTA further assures that it will abide by the provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations; and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, HTA certifies that it is not a Nuclear Weapons Contractor, in that HTA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. HTA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if HTA subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. HTA shall, to the fullest extent permitted by law, indemnify, defend and hold harmless COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, liabilities, expenses, liens, or damages of any kind or nature, including, without limitation, liability for personal injury, property damage and reasonable attorneys' fees and other costs of litigation ("Claim"), that arise out of, or in connection with, HTA's performance of, or failure to comply with, any of the obligations contained herein, except any such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Immediate Duty. HTA's duty to indemnify, defend and hold harmless COUNTY arises immediately at the time that any Claim is alleged against COUNTY, whether or not such Claim includes allegations of negligence (active or passive) or willful misconduct by COUNTY, and whether or not such Claim is groundless, false or fraudulent. Said duty continues until a court of competent jurisdiction determines with finality that the Claim did not arise out of, or in connection with, HTA's performance of, or failure to comply with, any of the obligations contained herein, and/or that the Claim was entirely caused by the sole negligence or willful misconduct of COUNTY.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve HTA from liability under this provision. This provision shall apply to all claims for damages related to HTA's performance hereunder, regardless of whether any insurance is applicable or not. The Insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by HTA hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and HTA is not entitled to any rights hereunder, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting HTA's indemnification obligations provided for herein, HTA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A:VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities hereunder of HTA and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Services Office Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY or its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers are covered as additional insured for liability arising out of the operations performed by, or on behalf of, HTA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage, without thirty (30) days prior written notice, or ten (10) days prior written notice for non-payment of the premium, being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that HTA shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, HTA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HTA's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. HTA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If HTA does not keep all required

policies in full force and effect, COUNTY shall notify HTA in writing and HTA shall have thirty (30) days from the date of written notification to cure such lapse to COUNTY's reasonable satisfaction. If HTA does not cure such lapse, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to HTA under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HTA shall be required to purchase additional coverage to meet the above aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California, 95501

HTA: Humboldt Transit Authority
Attention: Greg Pratt, General Manager
133 V Street
Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent public agencies and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. COUNTY shall not exercise discretion or control over the professional manner in which HTA performs the services required hereunder. The sole interest of COUNTY is to ensure that the services required under this Agreement are performed in a competent, efficient and satisfactory manner. HTA shall be fully responsible for payment of all applicable taxes due to the State of California or the federal government. COUNTY shall not be liable for deductions, of any amount for any purpose, from HTA's compensation. Both parties further agree that HTA employees shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

HTA agrees to comply with any and all local, state and federal laws, regulations and standards applicable to the administration, management and operation of the Southern Humboldt Bus Transit System. HTA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

HTA shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by HTA in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by HTA to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of HTA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HTA shall promptly refund, any funds disbursed to HTA, which COUNTY determines were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. STANDARD OF PRACTICE:

HTA warrants that it has the capacity and qualifications necessary to administer, manage and operate the Southern Humboldt Bus Transit System. It is hereby understood that COUNTY's

acceptance of the services performed pursuant to the terms and conditions of this Agreement shall not operate as a waiver or release of any breach of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by HTA shall become the property of COUNTY. However, HTA may retain copies of such documents and information for its records. In the event this Agreement is terminated, for any reason whatsoever, HTA shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. HTA shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SUBCONTRACTS:

HTA shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts will be subject to all applicable provisions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. HTA shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 8 – Reports, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

32. FORCE MAJEURE:

A. Inability to Perform. Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or

negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disaster, whether or not similar the foregoing. The party claiming excuse of performance hereunder shall, within five (5) days after the occurrence of any such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse of performance hereunder.

- B. Effect. In the event HTA is excused from performing its obligations hereunder for any of the aforesaid reasons, COUNTY may, at COUNTY's absolute discretion, perform all such obligations itself without liability to HTA therefore. Further, and notwithstanding the termination provisions set forth herein, COUNTY may terminate this Agreement at any time during such a period of non-performance by providing HTA written notice of not less than seven (7) days prior to the effective date of such termination.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. HTA shall be entitled to no other benefits other than those specified herein. HTA specifically acknowledges that in entering into and executing this Agreement, HTA relies solely upon the provisions contained in this Agreement and no others. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

37. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

HUMBOLDT TRANSIT AUTHORITY:

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Date: _____

Nancy Diamond, General Counsel

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Southern Humboldt Bus Transit System Routes

EXHIBIT A
SOUTHERN HUMBOLDT BUS TRANSIT SYSTEM ROUTES
Humboldt Transit Authority
For Fiscal Years 2018-2019 Through 2020-2021

A. INTERCITY BUS:

1. There will be several stops between Benbow and corner of 4th/5th & H.
2. The bus will operate on a regular schedule from Monday to Friday, a reduced schedule on Saturday, and a reduced seasonal schedule on Sunday from July to October.
3. Cash Fares:
 - 3.1 Regular: \$6.25
 - 3.2 Reduced: \$5.75
4. Transit Pass Fares:
 - 4.1 Regular \$4.00
 - 4.2 Reduced: \$3.45
 - 4.3 \$10 Transit Pass
 - 4.4 \$20 Transit Pass
5. Unlimited Rides Month Pass:
 - 5.1 Regular: \$113.00
 - 5.2 Reduced: \$102.00