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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
TELECONFERENCE

ZOOM MEETING INSTRUCTIONS MEETING ID: 842 6818 5459 BY PHONE 1 (408) 638-0968

BY COMPUTER: https://us02web.zoom.us/j/84268185459

Wednesday, June 2, 2021

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. <u>Minutes from the May 5, 2021 Regular Board Meeting</u> *Action Recommended: Approve minutes* 

Page 03

- F. Items Removed from Consent Calendar
- G. Reports Handout

Stats & Financials

#### H. New Business

1. <u>Variety in Rural Options of Mobility (VROOM): Public Transportation Element Update</u>
The Humboldt County Association of Governments (HCAOG) Board adopted the current regional transportation plan (RTP), Variety in Rural Options of Mobility in December 2017. HCAOG is in the process of updating the RTP by and is accepting comments.

\*\*Action Recommended: Review Public Transit Element and Submit Comments if Necessary.\*\*

Page 07

2. Preliminary Budget for Humboldt Transit Authority FY 2021/22

Page 27

Staff has prepared a preliminary budget for the Consolidated Transportation Services Agency, operating the Redwood Transit System, the Eureka Transit Service, Willow Creek & Southern Humboldt Intercity Systems, and for contracting with the City of Arcata for maintenance services.

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.

3. <u>Humboldt Transit Authority Safety Officer Service Agreement</u>

Page 31

Because of the pandemic, HTA Staff is in a transitional phase with current job duties and requests hiring on a consultant to fill the required Safety Officer position.

Action Recommended: Approve the Service Agreement for Loss Control Services and Authorize the General Manager to Sign the Agreement.

4. Humboldt Transit Authority Public Transportation Agency Safety Plan (PTASP)

Page 42

Last year, HTA established a Public Transportation Agency Safety Plan to increase the safety of its drivers and passengers and to strengthen the agency's safety and risk management program. The program has been a success and Staff has made a few minor edits for the 21/22 fiscal year's plan.

~PTASP Enclosed

Action Recommended: Review and direct staff to make any changes if necessary and bring back to the July 7, 2021 Special Board meeting for final approval.

#### I. Board Communications

#### J. Staff Communications

- 1. In-person meetings
- 2. Grant Progress
- 3. July 7, 2021 Special Board Meeting

#### K. Closed Session

- 1. Public Comment
- 2. 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.
- 3. Pursuant to Government Code Section 54957.1, at the conclusion of the closed sessions, a public report will be made by the Board Chair disclosing action taken as required.

#### 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 VIA TELECONFERENCE

May 5, 2021

PRESENT ABSENT

**Board Members** 

Rex Bohn, County of Humboldt Mike Wilson, County of Humboldt Emily Goldstein, City of Arcata Tami Trent, City of Fortuna Steve Ladwig, City of Trinidad Natalie, Arroyo, City of Eureka Julie Woodall, City of Rio Dell

#### Staff

Greg Pratt, General Manager
Consuelo Espinosa, Safety & ADA Coordinator
Brenda Fregoso, Secretary to the Board
Brian Connors, Operations Manager
Alene Webb, Finance Manager
Jim Wilson, Director of Maintenance

Also, in attendance was Nancy Diamond; HTA Legal Counsel; Jerome Carmen, Schatz Energy Research Center; Stevie Luther, HCAOG; Catherine Sundquist, City Cab; Oona Smith, HCAOG; Colin Fiske, Executive Director and President of the Coalition for Responsible Transportation Priorities (CRTP); Latanya Jacobs, City of Eureka resident, ABruce Christensen, City of Eureka resident.

#### **CALL TO ORDER**

Chairperson Arroyo called the meeting to order at 9:01 a.m. General Manager Greg Pratt took roll call.

#### **COMMUNITY MEMBERS COMMUNICATION**

Latanya Jacobs, City of Eureka resident, indicated that she would contact General Manager Greg Pratt via email with any concerns and questions.

ABruce Christensen, City of Eureka resident, addressed the board regarding restoring the ETS schedules as soon as possible as the time schedule is an inconvenience to computers using transit to go to and from work. She also addressed bus stops being at a more signalized location and gave the board some examples.

#### **SPECIAL PRESENTATIONS**

None

#### **CONSENT CALENDAR**

By motion, recommended the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately. Motion by Supervisor Wilson, second by Councilmember Ladwig to approve the Consent Calendar.

#### 1. Minutes from the February 3, 2021 Regular Board Meeting

**Action Recommended: Approve minutes** 

#### 2. Federal Transit Administration 5311 (f) Grant Funds

Staff is recommending submitting an application for 5311 (f) funds for operating assistance for the Intercity Bus System.

Action Recommended: Adopt Resolution 21-02 Authorizing Application for FTA Section 5311 (f) Grant Funds and the General Manager to sign the Grant Agreement.

#### 3. Federal Transit Administration Section 5311 Grant Funds

Staff is recommending submitting an application for 5311 Regional Apportionment to purchase capital equipment and for operating assistance.

Action Recommended: Adopt Resolution 21-03 Authorizing Application for FTA Section 5311 Grant Funds and the General Manager to sign the Grant Application.

4. Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) FTA 5311 Formula

The Humboldt County Association of Governments (HCAOG) informed agencies in the region that there are CRRSAA funds available through the Federal Transit Administration Section 5311 Program.

Action Recommended: Adopt Resolution 21-04 Authorizing Application for CARES Act, FTA Section 5311 Grant Funds and authorize the General Manager to sign the Grant Agreement.

5. Amendment to the Humboldt Transit Authority Classification Plan for Represented Employees

To assist in expanded cleaning efforts and flexibility with scheduling, Staff is proposing changes to the Classification Plan for represented employees. All changes require board authorization.

Action Recommended: Approve Amendments to the Classification Plan, Salary Schedule, and Job Descriptions by Adopting Resolution 12-05.

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.

Staff has prepared a funding agreement for Dial-A-Ride services in the region. The contract is for a one-year term and the amount will remain the same as the prior year.

~ Agreement Enclosed

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

Items removed from the Consent Calendar

None

#### **NEW BUSINESS**

#### 1. Eureka Transit Service; Proposed Saturday Route Changes

Since before the pandemic, the Purple Route on Saturday has struggled to make it's 10% minimum farebox. Using ridership data and automated passenger counters, Staff identified the underutilized bus stops and is proposing route reduction and modification that will improve efficiency.

General Manager Greg Pratt gave the board a brief history on Eureka Transit and its routes. He also directed the board to the attached information on ridership by routes and supporting documents. General Manager Pratt announced that he would like to thank Consuelo Espinosa, HTA's Transit Planner for all of her hard work and dedication in this project and that she did an excellent job.

#### **Action Recommended:**

A. Open a public hearing opportunity for members of the public to comment on three proposed Eureka Transit System (ETS) service changes to the Saturday Routes.

Latanya Jacobs, Eureka Resident, expressed to the board that she was concerned that the public was not full made aware of the survey and the potential changes. ABruce Christensen, Eureka Resident, express to the board that the maps on the schedules is a challenge to decipher.

B. After hearing comments, close public hearing.

Public Hearing closed at 9:21 a.m.

C. Make changes if necessary and approve consolidating the existing Eureka Transit System bus routes into two beginning July 1, 2021.

Motion by Supervisor Wilson, second by Councilmember Ladwig, to direct Staff to make any necessary changes and approve consolidating the existing Eureka Transit System bus routes into two beginning July 1, 2021.

Motion carries unanimously

#### 2. Zero Emission Infrastructure & Fleets

The Innovative Clean Transit Rule requires all public agencies to completely convert their transit bus fleets to zero emissions buses (ZEB) by 2040. After 2029, the only buses sold in California will be zero emission. General Manager Greg Pratt directed the board to page 23 of the agenda and gave a quick recap of the Zero Emission Infrastructure and Fleets.

Motion by Supervisor Wilson, second by Councilmember Ladwig to authorize the General Manager to apply for grants that will provide the funding for the proposed projects, including the RAISE and TIRCP grants.

Motion carries unanimously

#### 3. City of Eureka; Affordable Housing and Sustainable Communities (AHSC) program

In addition to submitting a grant application for three housing units, the City of Eureka and Linc Housing will apply to the AHSC program for an electric bus, an extra route for the Eureka Transit Service, an express bus, annual Eureka Transit bus passes for each housing unit, and bus stop enhancements. Linc is requesting a discount for bulk annual passes.

General Manager Greg Pratt requests the boards support and gave a summary of the AHSC program. He also explained that Linc Housing has request five years of annual transit passes for 104 affordable housing units at a discounted cost to them.

Motion by Supervisor Wilson, second by Councilmember Ladwig to authorize Staff to offer Linc Housing and City of Eureka a 30% discount for bus passes for the AHSC program.

Motion carries unanimously

#### **BOARD COMMUNICATIONS**

None

#### **STAFF COMMUNICATIONS**

None

#### **CLOSED SESSION**

- Public Comment None
- 2. The Board went into closed session at 10:10 a.m. pursuant to Government Code Section 54957.6. Agency designated representative: Jack Hughes; Employee organization: Local 1684, American Federation of State, County and Municipal Employees.
- 3. Pursuant to Government Code Section 54957.1, at the conclusion of the closed session, a public report was made by the Board Chair Arroyo, with nothing to report.

#### **ADJOURNMENT**

Meeting adjourned at 10:56 a.m.



#### HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

Regional Transportation Planning Agency Humboldt County Local Transportation Authority Service Authority for Freeway Emergencies 611 I Street, Suite B Eureka, CA 95501

Eureka, CA 95501 (707) 444-8208 www.hcaog.net

DATE: May 27, 2021

TO: Humboldt Transit Authority Board of Directors FROM: Stevie Luther, Associate Regional Planner

SUBJECT: Review Draft of Public Transportation Element for the Regional

Transportation Plan (RTP) Update

#### STAFF REPORT

#### **Contents:**

Staff's Recommended Action

- Staff Summary
- Attachments:

5b-1) Public Transportation Administrative Draft

#### **Staff's Recommended Action:**

- 1. Introduce the item as an informational item;
- 2. Allow staff to present the item;
- 3. Receive public comment;
- 4. Discuss item

#### **Staff Summary:**

HCAOG will be updating *VROOM*<sup>1</sup> this year, with adoption planned for December 2021. The Social Services Transportation Advisory Committee (SSTAC) reviewed an administrative draft in April, and will consider recommending the HCAOG Board approve a "public release draft" at the June 17 Board meeting. Following public input, a final draft of the Public Transportation Element will be presented to the SSTAC in October. Today's presentation is an opportunity for the HTA Board to review the updated chapter and provide comments to HCAOG staff.

Updates to the element include: adding a policy to support meeting state targets for zero-emission bus purchases; updating the needs assessment section; summarizing changes to transit service that have occurred since the last update in 2017; adding a policy to explore the benefits and tradeoffs of universal fare-free transit; and removing outdated on-board transit survey from the Transit Development Plan (TDP).

<sup>&</sup>lt;sup>1</sup> Variety in Rural Options of Mobility, HCAOG's 20-Year Regional Transportation Plan

The HCAOG Board approved the public release of draft greenhouse gas emission reduction targets (also known as Safe and Sustainable Targets) for the *VROOM* update. These targets call for doubling the number of transit trips by 2025 and again by 2030 and again by 2040. The Objectives Table has been updated to include the Safe and Sustainable Targets. The Projects Table has also been revised to show which projects help meet Mode Shift, ZEB Purchases, and other targets. HTA raised concerns about setting ambitious targets without a corresponding plan to aggressively pursue funding to increase service. The Financial Element update will more comprehensively address available and future funding sources. Policy PT-7 states that HCAOG will consider developing local funding sources to afford expanding service. This policy could be more actively pursued to close the gap in funding needs to meet the new proposed targets.

The RTP updated outline, approved in concept by the HCAOG Board, will nest the public transportation element within "Chapter 5. Supporting Active Communities."

- 1. Update introduction or summary
- 2. Renewing our communities
  - making streets safer, more useful and attractive
  - addressing the global climate crisis
  - addressing transportation equity
- 3. Goals, vision
  - vision or overall goal
  - primary objectives (planning priorities)
  - GHG emissions-reduction targets
  - emergency transportation

- 4. Strengthening partnerships
  - tribal transportation
  - land use and transportation (regional, integrated planning)

#### 5. Supporting active communities

- Complete streets and connected networks/neighborhoods
- Commuter trails
- Public transportation
- 6. Commercial and industrial transport
  - Aviation system
  - Goods movement (ground, maritime)
- 7. Financial Element

Editing note: New text is blue and underlined, and text proposed for removal is shown in strikethrough.

# 5. PUBLIC TRANSPORTATION ELEMENT

#### **EXISTING TRANSIT SYSTEM**

The "passenger transit mode" Public transit in Humboldt County is exclusively primarily bus and van. There is no passenger rail or subway. The region provides public transportation via transit buses and paratransit (complementary as required by law, as well as supplemental). Local public transit is augmented by social service organizations and non-profits that offer transportation services to eligible populations.

#### INTERREGIONAL TRANSIT

Interregional transit services move people into and out of Humboldt County. Two national services serve Humboldt County: Greyhound Bus Lines and Amtrak Thruway Motorcoach. Greyhound runs between the Arcata Transit Center and the San Francisco Bay Area, with stops in Eureka, Rio Dell, and Garberville. The Amtrak Thruway bus route runs from McKinleyville to the Martinez Train Station, where passengers board connecting trains (e.g., trains to Emeryville connect to a shuttle bus that stops in San Francisco). The regional transit bus schedule is integrated to allow seamless transfers. With the passage of Senate Bill 742<sup>1</sup>, Amtrak Thruway busses are not able to can transport passengers who are not connecting to a passenger rail service. Greyhound and Amtrak buses run seven days a week.

Redwood Coast Transit (RCT) is Del Norte County's public transit system. RCT provides bus service between Arcata and Smith River, Del Norte County, weekdays and Saturdays. The RCT bus runs along the U.S. 101 corridor. Scheduled bus stops in Humboldt County include Redwood National Park, Klamath, Orick Post Office, Trinidad Park and Ride, and the Arcata Transit Center.

Humboldt Transit Authority's Willow Creek Transit System can connect passengers from Arcata and Willow Creek to Trinity Transit of Trinity County for destinations further inland. Trinity Transit will take passengers east to Weaverville, and further east to Redding in Shasta County.

#### REGIONAL TRANSIT SYSTEM

Within Humboldt, various transit routes connect to one or another transit systems at major transfer points. These transit "hubs" include downtown Eureka (4th & H Street), the Bayshore Mall in Eureka, and the Intermodal Transit Center in Arcata (commonly referred to as the Arcata Transit Center). In Eureka, bus stops at the Bayshore Mall, as well as the area of 3rd/4th/5th and H Street, provide connections between Redwood Transit System (RTS), Southern Humboldt Intercity (SHI), and Eureka Transit System (ETS) buses. The Arcata Transit Center is a central transfer facility where, in

<sup>&</sup>lt;sup>1</sup> SB 742, Allen. Intercity passenger rail services: motor carrier transportation of passengers (2019).

addition to inter-regional buses, many local bus systems stop, including RTS, Willow Creek Transit System, Arcata & Mad River Transit System (A&MRTS), Blue Lake Rancheria Transit System (BLRTS), and RCT of Del Norte County. Humboldt County's public transit and paratransit service areas are mapped on Figures: 5.1a, 5.1b, 5.1c, and 5.1d (see Maps Tab).

The RTS commuter bus makes multiple stops in and near Fortuna, allowing potential connections between Fortuna Transit and RTS. The Willow Creek Transit System connects to two other transit services, potentially taking passengers from Arcata and Willow Creek to destinations further east/northeast. From Willow Creek, the Klamath-Trinity Non-emergency Transit (KT NeT) connects passengers to the Hoopa Reservation and Orleans, and to connections to eastern counties provides connections to the Hoopa Reservation and Orleans.

#### PUBLIC TRANSIT SERVICES

Details on regional transit operators (e.g., transit organizations, services areas, fleets, fares, passenger volumes, etc.) can be found in the following HCAOG plans, which are incorporated by reference:

- Report of Findings for Unmet Transit Needs (HCAOG prepares this report annually);
- Humboldt County Transit Development Plan 2017-2022 (HCAOG, 2017) (or most current);
- Mobility-on-Demand Strategic Development Plan (HCAOG, 2020); and
- Humboldt County Coordinated Public Transit—Human Services Transportation Plan (HCAOG, 2021).

#### **Humboldt Transit Authority (HTA)**

The Humboldt Transit Authority (HTA) is a joint powers authority (JPA), established in 1975 by a joint powers agreement signed by Humboldt County and the cities of Arcata, Eureka, Fortuna, Rio Dell and Trinidad. HTA is funded primarily through fares and Transportation Development Act (TDA) funds from the JPA members. Table *Transit-1* below shows what percentage the HTA members pay HTA for their respective transit service(s).

Table Transit-1. Humboldt Transit Authority (HTA) Shared-Cost Assessments\*

HTA Member	RTS	So. Hum Intercit y	So. Hum Local	Tish Non- Village	Willow Creek	Eureka Transit	Arcata DAR/DAL
County of Humboldt	50.00%	100%	100%	100%	100%	27%	60%
City of Eureka	22.61%						
City of Arcata	14.35%						40%
City of Fortuna	9.93%						
City of Rio Dell	2.80%						
City of Trinidad	0.31%						
Total	100.00%	100%	100%	100%	100%	100%	100%

<sup>\*</sup>Adopted by the HTA Board of Directors on June 20, 2012. HTA is a Joint Powers Authority (JPA).

HTA operates and maintains the Redwood Transit System (RTS), Eureka Transit Service (ETS), Willow Creek Transit Service and Southern Humboldt Intercity, and Southern Humboldt Local. and the Tish Non-Village Transit (TNVT). The HTA serves as the Consolidated Transportation Service Agency (CTSA) for Humboldt County and in that capacity coordinates paratransit services. Also, under contract, HTA provides paratransit (Dial-A-Ride and Dial-A-Lift) administrative services for the region.

#### Redwood Transit System (RTS)

HTA operates Redwood Transit System (RTS), which is the primary intercity public transit system in the county. The RTS line is a fixed-route commuter service, along the U.S. 101 corridor, between the cities of Scotia and Trinidad. Key trip origins and destinations include HSU, College of the Redwoods, the Arcata Transit Center, Downtown Eureka and the Bayshore Mall. RTS runs Monday through Sunday seven days a week.

#### **Southern Humboldt Intercity**

HTA operates the Southern Humboldt Intercity, which provides a fixed route service six days a week during peak travel times in the morning and afternoon, connecting the communities of Garberville and Eureka with stops in Benbow, Redway, Phillipsville, Miranda, Myers Flat, Weott, Fortuna, and College of the Redwoods.

#### Southern Humboldt Local

HTA operates the Southern Humboldt Local, which provides deviated fixed-route service in areas between Garberville and Miranda. Service runs during weekday peak-travel times (morning and afternoon).

#### **Tish Non Village Transit**

HTA operates the TNVT, which began service in July 2015. TNVT is a deviated fixed route with stops at College of the Redwoods, Scenic and Loleta Drive, Tish Non-Village, Fernbridge, Palmer Boulevard, and Fortuna (11st & N Street). TVNT runs weekdays only.

## Willow Creek Transit System

HTA operates fixed-route service along State Route 299 between Willow Creek and the Arcata Transit Center. The Willow Creek bus runs weekdays and Saturdays.

#### **Eureka Transit Service (ETS)**

The Eureka Transit Service (ETS) has been operating since January 1976. The City of Eureka contracts HTA to operate ETS. ETS has operates four fixed-route lines on weekdays and three fixed-route line on Saturdays. Currently the buses run loop routes with service primarily within the City of Eureka, and also some adjacent areas of the unincorporated County. The City of Eureka is studying (circa 2017-2018) the feasibility of changing ETS buses to line routes and is considering consolidating Saturday service to two fixed-route lines.

#### Arcata & Mad River Transit System (A&MRTS)

The Arcata City Council initiated A&MRTS in 1975, and operates it through the Building & Engineering Department. A&MRTS provides fixed-route transit service within the Arcata city limits; service two routes run weekdays and one (combined) route runs Saturdays. Its hub is the Intermodal Transit Center, a.k.a. the Arcata Transit Center). A&MRTS contracts HTA to maintain its fleet vehicles.

#### Blue Lake Rancheria Transit System (BLRTS)

The Blue Lake Rancheria Transit System (BLRTS) began operating in 2002, and is operated by the Blue Lake Rancheria, a federally recognized tribe in Humboldt County. The service is offered in partnership with the City of Blue Lake, which provides partial funding through its TDA fund allocation. Funding sources for operations are also provided through grant funding awarded via the Tribal Transportation Program administered by FTA, and other tribal funds.

The BLRTS operates a deviated fixed-route service, on weekdays, between Blue Lake/Glendale and the Arcata Transit Center. The BLRTS offers call stops at the Mad River Community Hospital, United Indian Health Services, and Erickson Court, Arcata. Passengers must call ahead for service to the call stop locations. The BLRTS service provides over 1,300 trips per month.

#### Klamath Trinity Non-Emergency Transportation (K-T NeT) [Check Status of K-T NeT]

K-T NeT is a non-profit, community-based organization in the Klamath Trinity that began transit operations in January of 2003. K-T NeT's service area encompasses Willow Creek and areas north along Highway 96. K-T NeT provides fixed-route service and cannot provide door-to-door service. The service operates from 6 a.m. to 7 p.m. weekdays, between Willow Creek, Hoopa Valley, and Weitchpec. In addition, on Tuesdays and Wednesdays, the route expands service to Orleans. On Saturdays, service runs between Hoopa and Willow Creek in the morning (9:00 a.m. to 11:40 a.m.) and evening (6:15 p.m. to 6:45 p.m.).

KT-NeT's service between Hoopa and Willow Creek is funded with TDA funds from Humboldt County. The Hoopa-Orleans service is funded by an FTA grant for intercity bus programs (per FTA §5311f).

K-T NeT enables connections each weekday to two other bus services in the community of Willow Creek. One is a connection to the Willow Creek Transit bus (Willow Creek to Arcata). The second is a connection to Trinity Transit that serves communities in Trinity County including Weaverville. Flag stops are not permitted due to the narrow two-lane roads, which do not allow for safe pullovers. KT-NeT service is scheduled to meet the Willow Creek and Trinity Transit buses with minimal wait times for passengers.

#### **Yurok Tribal Transit Service (YTTS)**

The Yurok Tribe Transportation Department, under direction from the Yurok Tribal Council, operates YTTS, which is a demand-responsive public transportation service. The YTTS operates weekdays, providing service in and around Klamath, Crescent City, Weitchpec, Wautec, and Tulley

Creek areas. The Yurok Tribes offers this as a Dial-a-Ride service, scheduling trips based upon community needs (i.e., requests for pick-up). The YTTS will provide service for work-commute trips from Klamath to Crescent City in Del Norte County. They offer this service dependent upon scheduling availability, weekdays between 8:30 a.m. and 5 p.m., and with a minimum of 3 passengers.

Additionally, the YTTS has implemented a seasonal River Ferry providing transportation between Wautec and Klamath. Tribal Transportation grants and FTA grants fund ferry service.

#### TRANSIT SERVICE CHANGES

Since the VROOM 2017 update, the following changes to transit service have occurred:

- <u>Tish Non-Village service has been eliminated</u>
- On-demand service began on Old Arcata Road in November 2018, and will terminate on June 30, 2021
- Willow Creek Transit Service stops in Blue Lake on Saturdays
- Various temporary schedule changes due to COVID-19 pandemic, including Kt-Net halting service.

#### PUBLIC PARATRANSIT SERVICES

The Americans with Disabilities Act (ADA) defines a disabled person's right to equal participation in

transit programs. If public bus service is provided, it must comply with ADA requirements to provide "complementary" paratransit. Paratransit is origin-to-destination transportation for people with disabilities who cannot use the bus all or some of the time. Paratransit must serve destinations within a <sup>3</sup>/4-mile of all public fixed-route bus service (49 CFR 37.131). Some public transit providers (and towns, cities, and counties) provide a non-ADA paratransit-like service, sometimes called dial- a-ride or dial-a-lift (DAR/DAL) service. Typically, this service is provided to both senior citizens and people with disabilities.

Paratransit services in Humboldt County are operated by the HTA, BLRTS, City Ambulance of Eureka, and the City of Fortuna. Paratransit providers that were not described above are described briefly below.

"A missed medical trip can affect a person's quality of life and can result in a need for more costly care.
Compared with the cost of health care, the cost of providing transportation for access to health care can be small."

–J. Hough & J. Mattson

#### City Ambulance of Eureka (CAE)

City Ambulance of Eureka provides emergency and non-emergency medical transportation, taxi cab, shuttle, and DAR/DAL services. Within HCAOG's region, City Ambulance provides service for areas in the City of Arcata, City of Eureka, and areas in the unincorporated County of Humboldt.

#### Fortuna Transit

The City of Fortuna operates Fortuna Transit (formerly called Fortuna Senior Bus), which is demand-responsive, curb-to-curb, weekday transport service for seniors aged 50 and older or disabled persons who are unable to drive. The Fortuna Transit service area is within Fortuna city limits; however, in 2015 Fortuna Transit implemented a monthly weekly service to major shopping centers-medical appointments in Eureka. The City's Parks and Recreation Department administers and operates Fortuna Transit.

#### OTHER TRANSPORTATION PROVIDERS

Community and social service organizations throughout Humboldt County also provide transportation services aside from public transit and paratransit. Most provide DAR, DAL, and/or non-emergency medical transportation services. Refer to the *Humboldt County Coordinated Public Transit—Human Services Transportation Plan* (HCAOG, 2021) "Report of Findings for FY 2017-18 Unmet Transit Needs" (HCAOG 2017, or most current t) for brief summaries of these organizations' transportation services:\*

- □ Adult Day Health Care of Mad River
- ☐ Area 1 Agency on Aging (A1AA)
- □ Bridgeville Community Center Van
- □ County of Humboldt Health and Human Services
- □ Ferndale Senior Resource Center "Bridging the Gap"
- □ Humboldt Community Access and Resource Center (HCAR)
- □ Humboldt Medi-Trans
- □ Humboldt Senior Resource–Adult Day Care Center
- □ K'ima:w Transportation Department of the K'ima:w Medical Center, Hoopa Valley
- □ Redwood Coast Regional Center
- □ Southern Trinity Health Services

# **GOAL, OBJECTIVES, & POLICIES**

The public transit objectives and policies are developed to achieve broad transit goals, <u>align with Safe and Sustainable Transportation targets</u>, and meet the transit needs identified in this element. These goals and objectives are both short- and long-range, and are the foundation of the transit projects identified in the Action Plan below. The goals, policies and objectives are consistent with the Financial Element, specifically identifying project and program areas that should be included in the Regional Transportation Plan in order to leverage funding, as a result of shifting funding priorities at the federal level. In order to meet regional and state greenhouse gas reduction targets (see Active Transportation Introduction), there needs to be a mode shift toward shared-use transit and away from single occupancy vehicle trips, for trips both within and out of the County.

<sup>\*</sup>Services/service providers are also described in: Humboldt County Transit Development Plan 2017-2022 (HCAOG 2017a), and Humboldt County Coordinated Public Transit—Human Services Transportation Plan (HCAOG, 2021).

GOAL: Achieve an integrated and sustainable multimodal transportation system that provides public transportation options for all users traveling in Humboldt County. Transit and paratransit users have options for affordable, reliable and efficient transit service that effectively meets their local and regional mobility needs.

**OBJECTIVES:** To strive for this goal, the policies listed in the Public Transportation Element will help meet the RTP's main objectives (listed in alphabetical order):

OBJECTIVES:	PUBLIC TRANSPORTATION
<del>Balanced</del> AT Mode	<ul> <li>Expand and improve local and interregional transit services to improve mobility for people in Humboldt County</li> </ul>
Share/Complete Streets	<ul> <li>Increase percentage of all trips, combined, made by walking, biking, micro- mobility/matched rides, and transit.</li> </ul>
	◆ Reduce VMT per capita
Economic Vitality	<ul> <li>Transit service provides convenient means of transportation to work, medical appointments, and shopping.</li> </ul>
Efficient & Viable Transportation System	<ul> <li>Maximize operating efficiency and productivity without lowering service quality.</li> <li>Ensure that transit systems meet minimum performance standards.</li> <li>Reduce on-road transportation-related fossil fuel consumption in Humboldt County.</li> </ul>
Environmental Stewardship & Climate Protection	<ul> <li>Coordinate long-range transit planning with land use policy, environmental policy, and development projects to help achieve a balanced transportation system.</li> <li>Double transit trips by 2025, and again by 2030, and again by 2040.</li> </ul>
Equitable & Sustainable Use of Resources	<ul> <li>Make transit service as affordable and convenient as possible for Humboldt's primary transit users, who are low-income households, youth, seniors, students, and persons with disabilities.</li> </ul>
Safety	Decrease roadway fatalities by increasing the number of trips taken by transit

# OBJECTIVE: BALANCED ACTIVE TRANSPORTATION MODE SHARE/COMPLETE STREETS

Policy PT-1 To grow and meet transit demand, fund programs and support services that make public transportation a fast and convenient way for people to get to their destination. Support funding increased trip frequency, faster travel times (express routes), and first-last mile on-demand solutions. Prioritize programs with the highest potential to increase ridership and reduce the number of single occupancy vehicle trips made in Humboldt County.

**Policy PT-2** HCAOG shall support transit providers in Humboldt County in coordinating local, intercity, and interregional transportation alternatives, including with regional providers in neighboring counties.

**Policy PT-3** HCAOG shall support paratransit providers to maintain a zero trip-denial rate (defined by ADA) for ADA-eligible registrants and ensure that ADA complementary paratransit is capable of serving all confirmed ADA-eligible trips within the ADA service area.

**Policy PT-4** HCAOG encourages supports city, county, and tribal governments in pursuing transit-friendly development. HCAOG encourages designs to facilitate effective transit service, such as strategically increasing densities, mix of land uses, building transit-oriented development within major transit corridors, and making it convenient to walk and bike to transit and other destinations (California Transportation Plan 2040 (Goal 5, Strategy P2-S5) and CTP-2050 Table 12)). HCAOG will provide information on transit-oriented development, as requested. HCAOG encourages member and committee agencies to have transit operators actively participate in the planning and review process for new developments.

**Policy PT-5** HCAOG supports designs and projects to <u>enhance first-last mile connectivity by improving</u> pedestrian <u>and bicycle</u> access to bus stops.

**Policy PT-6** HCAOG encourages transit providers to promote and accommodate bicycles on transit vehicles, and to provide secure bicycle parking facilities at transit stops and transportation centers.

#### **OBJECTIVE: EFFICIENT & VIABLE TRANSPORTATION SYSTEMS**

**Policy PT-7** HCAOG will develop local funding sources to afford expanding service to meet demand. Potential sources include but are not limited to: parking fees, transportation sales tax, employer contributions, local gas sales tax, impact fees, local vehicle impact fee, and cost-sharing quotas.

**Policy PT-8** HCAOG shall evaluate and consider requests for extending service hours, expanding service area, and adding service frequency, based on the potential of the new service(s) to meet minimum productivity standards or better.

**Policy PT-9** HCAOG shall explore the benefits and tradeoffs of universal fare-free transit (California Transportation Plan 2050).

Policy PT-9 10 HCAOG shall facilitate assist transit service operators in adopting advanced technology solutions to improve real-time travel information, simplify fare payment systems, and streamline the verification process for people eligible for discounts (California Integrated Travel Project 2020). such as contactless payment vehicle location systems, dispatch and scheduling software, and safety and security systems.

{"California Transportation Plan 2025" Strategy}

Beginning in 2029, 100% of new purchases by transit agencies must be Zero-Emission Buses (ZEB)s, with a goal for full transition by 2040. — Innovative Clean Transit Rules 2019 **Policy PT-10** 11 HCAOG shall <u>facilitate</u> monitoring and evaluation of transit services, and maintain a current transit development plan. HCAOG will follow and promote recommendations to improve system performance whenever feasible.

[Done as a matter of course]—Policy PT-11 HCAOG shall complete periodic performance audits of public transit services, and measure productivity based on performance measures identified in HCAOG's adopted Regional Transportation Plan and Transit Development Plan.

#### OBJECTIVE: ENVIRONMENTAL STEWARDSHIP &

#### **CLIMATE PROTECTION**

Policy PT-12 Support transitioning transit fleets to alternative fuels that will help decarbonize California's transportation system and reduce greenhouse gas emissions that will meet zero-emission bus (ZEB) standards. HCAOG will assist agencies in planning for ZEB rollout and in identifying funding for capital improvements necessary to support infrastructure for alternative fuels.

Policy PT-13: HCAOG shall encourage and support public agencies to transition their fleets to zero emissions.

## OBJECTIVE: EQUITABLE & SUSTAINABLE USE OF RESOURCES

[Done as a matter of course]-Policy PT-13 HCAOG shall disseminate information on federal and state funding and help eligible agencies apply for funds.

**Policy PT-13** 14 HCAOG shall advocate for and support initiatives to increase federal and state transportation funds allocated for public transit services.

**Policy PT-14 15** HCAOG shall help promote integrated social services and public transportation services, including specialized transportation programs for the county's disabled and elderly population.

## **OBJECTIVE: SAFETY**

Policy PT-16 HCAOG will promote the safety benefits of public transportation, and assist transit providers in communicating the safe use of bus travel.

Shared mobility services such as bike-share and car sharing programs can help reduce reliance on single-occupant vehicles, improve first-last mile connectivity to public transit, reduce the need for urban parking, and support more affordable travel options in California communities.

- CTP 2050

#### NEEDS ASSESSMENT

Humboldt's public transit needs are assessed on a regular basis. HCAOG's Service Coordination Committee (SCC), Social Services Technical Advisory Council (SSTAC) and Technical Advisory Committee (TAC) review transit needs throughout the year. Local transit providers are members of these committees. HCAOG consulted with the committees for them to update, review, and disseminate drafts of the Public Transportation Element, and other chapters of the RTP.

Annually, HCAOG assesses transit needs through the Unmet Transit Needs (UTN) Process, which includes public meetings at both the local jurisdictional level and, by HCAOG, at the RTPA level. The HCAOG Board adopts a report of findings, which reports if there are "unmet transit needs" and if they are "reasonable to meet." This process led to starting two new transit services: service to the Tish Non-Village in Loleta and service to Old Arcata Road between Jacoby Creek, Freshwater, and Myrtle Avenue. New services must meet minimum farebox return ratios. The Tish Non Village stop did not generate the anticipated ridership and failed to meet farebox return requirements. The service was discontinued. The Old Arcata Road service uses an on-demand contract with City Cab so that costs are only incurred when a passenger calls for a ride. However, this service did not generate the expected ridership. The Old Arcata Road service will be discontinued as of June 30, 2021.

Other unmet transit needs identified are an express bus between McKinleyville and Eureka, later weekday service on the RTS line, more frequent service on the ETS and RTS lines, and late night Friday and Saturday service on the RTS. The COVID-19 pandemic caused significant temporary changes in the ridership of public transit, with a 70% decrease during the height of public health stayat-home orders.

In 2015, the HCAOG Board made a jurisdictional finding based on the UTN process, that there were two unmet transit needs that were reasonable to meet. They made that finding for new transit service along Old Arcata Road within the unincorporated County. Since then, the County of Humboldt has been setting aside transit funding towards saving enough to initiate the service. However, it is still inconclusive whether this new service would be financially sustainable. The second finding was for bus service to Tish Non-Village in Loleta. The County of Humboldt then began allocating funds to add Tish Non-Village service stops to the Redwood Transit Service route; the service began in July, 2015. In 2016, the HCAOG Board's UTN finding was that for the FY 2016-17 there were no unmet transit needs that were reasonable to meet.

HCAOG adopted the Mobility-on-Demand Strategic Development Plan in June 2020. The report recommended four RTS routes that could be altered to reduce travel time. The recommendations included removing stops within the City of Fortuna, eliminating the Manila and ACV airport stops, and to replace Trinidad to McKinleyville service with a Personal Mobility-on-Demand (PMoD) service. Additional recommendations were to explore Software-as-a-Service technologies that could assist in connecting riders to shared rides, such as a modern-day hitchhiking application. Lastly, the Mobility-on-Demand Plan recommended a regional bike share program with suggested locations to help create a multi-modal transportation system.

<sup>&</sup>lt;sup>2</sup> See UTN Report of Findings for definitions and annual findings. Available at www.hcaog.net/projects.

The McKinleyville Transit Study (Draft) was conducted to determine the potential viability of a new fixed-route service within McKinleyville. [Discussion of specific findings will follow public hearings and Board input]

Every five years, HCAOG updates the *Transit Development Plan* (TDP), which assesses efficiency of the major transit systems and recommends a regional capital improvement plan. The latest update is the *Humboldt County Transit Development Plan 2017-2022* (described further below). HCAOG assesses needs in the *Coordinated Public Transit-Human Services Transportation Plan for Humboldt County* (Coordinated Plan) (HCAOG, 2021). The needs summarized below have been identified by these committees and plans. The *UTN Report of Findings, TDP*, and *Coordinated Plan* are incorporated into VROOM by reference.

#### **SERVICE GAPS**

HCAOG assesses service needs through public outreach to stakeholders, including social service agencies, the SSTAC, and transit operators, and by researching relevant transportation plans and efforts around the county. The stakeholders identified these service gaps and unmet transportation needs during the planning process over the course of several years over multiple studies.

- Service to the Humboldt Bay area from unserved/underserved communities.
- Establishment of express bus routes along McKinleyville–Arcata–Eureka corridor.
- Later evening fixed-route public transit services.
- Extending RTS Mainline to serve College of the Redwoods on Saturdays
- Sunday fixed-route transit services.
- Improved bus stop amenities and access.
- Additional Dial-a-Ride/Dial-a-Lift services.
- Improved frequency on all services.
- Less wait time to connect with other buses.
- Shared resources between human service transportation providers.
- Additional senior-specific transportation.
- Enhanced awareness of existing transportation services.
- Improved or new transportation in tribal areas.

The Humboldt County Coordinated Public Transit—Human Services Transportation Plan, or Coordinated Plan (HCAOG 2016), also assesses service needs of the regional public transit/paratransit system.

Public transit travel is significantly safer than automobile travel. Cities with more than 40 annual public transit trips per person have half the traffic fatality rate of those with fewer than 20 trips per person. American Public Transportation Association, 2016

Stakeholders who participated in the 2016 update of the Coordinated Plan determined the highest ranked strategies for Humboldt County to be:

- Provide dial-a-ride services in rural areas of the county not presently served.
- Provide specialized medical trips (e.g., chemotherapy, dialysis) into Eureka.
- Establish and staff a mobility management program to advance coordination efforts within the county.
- Provide fare subsidies to lower the cost of dial-a-ride trips.
- Support, maintain, evaluate, and strengthen transportation services.

#### TRANSIT DEVELOPMENT PLAN (TDP) SERVICE CHANGES

#### & RECOMMENDATIONS

The Transit Development Plan (TDP) is a short-range plan updated every five years. HCAOG adopted the current version, *Humboldt County Transit Development Plan 2017-2022*, in November 2017. The TDP will be updated again in 2023 and when adopted will be incorporated in this RTP by reference. The 2017 TDP recommends service alternatives for the Arcata & Mad River Transit System (A&MRTS, City of Arcata); Southern Humboldt Intercity, Willow Creek Transit Service, and Eureka Transit Service (all operated by Humboldt Transit Authority). The respective jurisdictions have discretion for prioritizing the TDP recommendations. As the TDP notes, the appropriate alternative(s) will depend on how an agency chooses to balance "the desire for ridership growth and the financial realities of available operating funding

The Transit Development Plan (TDP) recommends the following alternatives: recommends the following alternatives, based on projected performance measures for productivity, and depending on many factors including funding availability.

#### for A&MRTS:

- · starting weekday service at 6:00 a.m. while HSU is in session;
- · serving the Community Center on demand; and
- · serving South G Street on an existing route

And a "reasonably good" option could be the shuttle service between the downtown core and the HSU campus.

#### For Southern Humboldt Transit – Convert service to intercity trips only.

- The TDP analysis found that the following alternatives had less potential to be effective than those noted above:
- · Starting service on Old Arcata Road through provision of a separate route.
- · Running RTS Mainline service later hours on Sundays.
- -Extending RTS Mainline to serve College of the Redwoods on Saturdays

The TDP analyzed scheduling options for Eureka Transit Service (ETS) in response to common requests for longer service hours. The TDP did not analyze other alternatives because the City of Eureka was re-evaluating ETS's existing loop-route system, versus a line-route system. The Eureka Transit Service Line Feasibility Study was completed in October 2018. The study identified 3 network concepts that could increase service quality. Due to funding constraints, these recommendations have not been implemented.

# **ACTION PLAN: PROPOSED PROJECTS**

For a list of short- term and long-term projects for regional public transportation, see Table *Transit*-4, below. Funded and unfunded projects are listed.

Short-term projects are predominantly for capital projects (bus fleet inventory). Two major components of capital improvement projects over the next 20 years are: 1) planning for and constructing alternative fuel infrastructure, such as hydrogen fueling stations, and 2) purchasing new vehicles to meet regional and state goals for zero-emission busses (ZEB). In addition to capital projects, the region's multi-modal balance would benefit from expanded transit and paratransit services. Transit providers aim to expand service frequency, reduce travel times between cities in the urban corridor of McKinleyville – Arcata -Eureka, and increase multimodal and

Land use patterns
and transit
productivity are
interdependent. The
destinations and land
uses that individuals,
institutions, and
municipalities choose
will influence the
level of transit
mobility our region
can achieve.

intermodal amenities. In 2012, the region was fortunate to get service expanded to Sundays on two bus systems, the RTS commuter line and the Willow Creek Transit System. Based on current funding forecasts, however, the region will not have funds to add any significant new services in the short-term. In the short- and long-term, if there is sufficient funding, the region will work to implement projects, such as service expansions, that are currently unconstrained (unfunded).

## Table Transit-4. Regional Projects for Public Transportation

Operator / Agency	Short or Long Term	Description	Mode Shift	Lowers VMT	EV Charging	ZEB	Vision Zero	Funding Source	Implementation Year(s)	Cost in Year of Expenditure <sup>2</sup> (\$000)
НТА	LT	Hydrogen fueling station			X			TIRCP	2024	15,000
НТА	ST	ETS Bus Replacement (3) <b>ZEB</b>				X		5311/5339	2021	2,700
НТА	ST	DAR Van replacement (3)						5310	2021	210
НТА	ST	SHI Bus Replacement (4)						5311	2022	750
НТА	ST	WC Bus replacement (1)						5311	2023	250
НТА	LT	Eureka Intermodal Transit Center	X	X				TIRCP	2024	4,000
НТА	ST	RTS Bus replacement (2) <b>HFCB</b>				X		5311/TIRCP	2023	2,200
НТА	ST	SHI Bus replacement (2)						5311/5339	2024	500
НТА	ST	RTS Bus replacement (2) <b>HFCB</b>				X		5311/TIRCP	2024	2,200
НТА	ST	SHI Bus replacement (1)						5311/5339	2025	170
НТА	ST	RTS Bus replacement (5) <b>HFCB</b>				X		5311/TIRCP	2026	6,600
НТА	LT	ETS Bus Replacement (2) <b>ZEB</b>				X		5311/5339	2026	1,800
НТА	ST	RTS Bus replacement (4) <b>HFCB</b>				X		5311/TIRCP	2027	4,400
НТА	ST	RTS Bus replacement (2) <b>HFCB</b>				X		5311/TIRCP	2029	2,200
НТА	ST	ETS Bus Replacement (2) <b>ZEB</b>				X		5311/5339	2031	2,000
НТА	ST	RTS increased frequency & late night service	X	X			X	Not funded	2023	400 annually (x20 years)

									PUBLIC PORTATION ECTS TOTAL	\$67,435
						O .	jects–Unfunded ained) <b>Subtotal</b>	\$48,755		
<sup>1</sup> Short-term (ST) is in the next 1 to 10 years; long-term (LT) is in the next 11 to 20 years. <sup>2</sup> Assumes 2% annual inflation.  *Annual cost					Regional P (Constr	\$17,480				
act as (CTN: day 4, 40 day 1, at 7, 44, 20						Long-Term Total	\$21,600			
Short-Term Total								\$45,835		
Fortunat	LT	Bus replacement (2) <b>ZEB</b>				X		5310	2031-2035	800
Fortuna	ST	Bus replacement <b>ZEB</b>				X		5310	2023	400
Arcata	ST	Solar PV system on transit center roof						Not funded	2031	750
Arcata	ST	Bus replacement (Gas Cutaway)						5311/5339	2026	175
Arcata	ST	Bus replacement (2) <b>ZEB</b>				X		5311/5339	2026	1,800
Arcata	ST	Bus replacement (2) <b>ZEB</b>			X	X		AHSC/Local/TDA	2022	1,800
НТА	ST	Park-and-Ride lots with multi-modal facilities (e.g. bike lockers, bus shelter), located near transit stops (6)	X			X	X	Not funded	2023-33	600
НТА	ST	Feeder bus lines to McKinleyville and Fortuna to connect to RTS commuter line						Not funded	2023-33	538 annually (x10 years)
НТА	ST	Solar PV system (Micro-Grid)			X			Not funded	2022-2025	1,500
HTA	ST	Additional maintenance bays						Not funded	2018-2021	500
НТА	ST	Bus parking restructuring						Not funded	2018-2021	750

#### PERFORMANCE MEASURES

Some performance measures are specifically required for public transit and paratransit. For example, transit agencies must track performance for federal reporting requirements (the National Transit Database), for documenting compliance with the Americans with Disabilities Act (ADA), and for some federal and state grant applications.

In addition to meeting reporting requirements, performance measures should be used to gauge transit goals, policies, operations, budgeting, and funding. Performance measures will help identify public transportation benefits and needs for the agency, passengers, and the community.

Table Transit-5. Regional Transit Service Performance Measures

Performance Goal	Performance Measure	Standard	
Safety & Security	Miles between preventable accidents	Target > 500,000; minimum>100,000	
	• Passenger injuries per 100,000 miles	Less than 1	
	• Security-related incidents per 1,000 passengers		
Service Quality	Average system peak headway		
Reliability	• Percentage of on-time departures (on-time defined as within 5 minutes of scheduled time).	Goal is 100%; minimum performance level is 90% peak and 94% off-peak.	
	• DAR/DAL: Maximum wait time	< 30 minutes	
	<ul> <li>Number of service refusals on demand-response service</li> <li>Service span</li> </ul>	Goal is 0; minimum performance is < 1 per day	
	<ul> <li>Number of complaints (compliments) per 1,000 boardings</li> </ul>		
	<ul> <li>Increased frequency and reliability of transit service per \$1,000 invested. (from STIP/RTIP Guidelines)</li> </ul>		
Cost Effectiveness	*• Operating subsidy per passenger	Targets \$1.75-\$12 depending on system, \$20 (KT NeT, DAR); maximum \$2.50-\$4, \$10, \$15, or \$25	
	*• Farebox recovery ratio	Targets 12%-40%, minimum 10%-26% (depending on system)	
	Operating cost per passenger (boarding)		
	<ul><li>Operating cost per passenger-mile</li><li>Operating cost per service area capita</li></ul>		
	• Operating ratio		

Table Transit-5. Regional Transit Service Performance Measures (cont'd)

Performance Goal	Performance Measure	Standard
Cost Efficiency	<ul> <li>*• Operating cost per vehicle service hour</li> <li>*• Operating cost per vehicle service mile</li> <li>• Operating cost per peak vehicle in service</li> <li>• Vehicle miles (hours) per revenue mile (hour)</li> </ul>	
Use & Productivity	<ul> <li>Percentage of capacity used by subscription trips</li> <li>Passengers per vehicle service hour</li> </ul>	< 50% per hour
	<ul> <li>*• Passengers per vehicle service mile</li> <li>• Passengers per employee FTE</li> <li>*• Annual total passengers</li> <li>• Annual passenger miles</li> <li>• Average trip length</li> <li>• Annual passengers per service area capita</li> <li>• Ridership per capita (annual)</li> <li>• Ridership by market segment</li> </ul>	
Increase In Ridership	<ul> <li>*• Projected versus actual ridership.</li> <li>• Increase in ridership correlated to new services or new areas served.</li> <li>• Increase in ridership correlated to frequency and reliability of transit service.</li> <li>• Increased ridership per \$1,000 invested. (from STIP/RTIP Guidelines)</li> </ul>	
Maintenance	<ul> <li>Miles between service calls</li> <li>Road calls per monthly mileage</li> <li>Maintenance cost as % of operating cost</li> </ul>	
Transit Investment/ System Preservation	<ul> <li>Average vehicle fleet age</li> <li>Spare ratio</li> <li>Local/State/Federal revenue</li> <li>Operating funding per capita</li> <li>Capital funding per capita</li> <li>Percent of Zero Emission Busses (ZEB)</li> </ul>	25% of new fleet purchases from 2026-2030

<sup>\*</sup> Performance measures that are currently reported in the 5-Year Transportation Development Plan

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#### RESOURCES

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Transportation Development Act (TDA) Unmet Transit Needs Report of Findings: FY 2019-20, HCAOG. (Adopted April 2019)

Transportation Development Act (TDA) Unmet Transit Needs Report of Findings: FY 2020-21, HCAOG. (Adopted August 2020)

Transportation Development Act (TDA) Unmet Transit Needs Report of Findings: FY 2021-22, HCAOG. (Adopted June 2021)



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: Vice-Chair Ladwig

All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 2, 2021

SUBJECT: Preliminary Budget for Humboldt Transit Authority FY 2021/2022

The majority of the 2021/2022 Draft Budget projected income and expenses are based on actual expenses incurred in the 2020/2021 Fiscal Year. Also taken into consideration are the lost fares, reduced ridership, reduced service and additional expenses due to the current COVID Pandemic. The Finance and Operations Committee reviewed the budget last month and approved the draft. Explanations for significant increases and reductions from the prior year's budget are below.

#### 1. Income Highlights

- a. HSU Contracts reduced 80% due to reduction in ridership from prior year.
- b. CTSA Humboldt Senior Resource Center: Contract \$14,000 for 21-22 year.
- c. AMRTS Driver Trainer contract posted to Administration income.
- d. Fare Reduction: Reduced Ridership calculated on estimated percentage based on current YTD reports and an overall projected 60% reduction due to COVID pandemic.
- e. Miscellaneous Revenue LCTOP Funds to promote regional travel using an all-inclusive pass for Humboldt Transit Authority.
- f. LTF Member Assessment increases based on current contracts.
- g. Operating Assistance
  - i. \$351,187 Federal Transit Administration (FTA) 5311
  - ii. \$937,454 CARES Act
- h. State of Good Repair Funds \$81,381 For Operating.
- i. State Transit Assistance Funds \$775,044 For Operating.

#### 2. Expense Highlights

- a. New Staff Positions (Paid by CARES Act funds) Vehicle Service Worker & Quality Control Supervisor
- b. Vehicle Liability and Damage Insurance Expected Increase: 21%
  - i. The increases in insurance have been stimulated by the California Fires as well as other Natural disasters Country Wide.
- c. Medical Insurance Expected Increase: 30%
- d. Workers Compensation Expected Increase: 10%



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#### 3. Capital Projects

- a. RTS Bus Purchase \$560,000 Funded by FTA 5311
- b. ETS Bus Purchase \$505,000 Funded by FTA 5311 and State Transit Assistance Funds
- c. Willow Creek Intercity Bus Purchase Funded by Capital Reserves

#### 4. Additional Information

- a. Combined Medical and Dental expenses on Budget to match GL in our accounting system.
- b. Due to the COVID pandemic these calculations are based on past practice. These calculations also take into consideration the lost fares, reduced ridership as well as reduced service.
- c. The increases in insurance have been stimulated by the California Fires as well as other natural disasters country wide. These expenses are based on the most current estimates given to us by our industry representatives.

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 DRAFT BUDGET 2021-2022

٥.	×.000									608.00 Mileage & Per Diem
3 000	17,000									סטבוסט בווויות בומטווני)
	14,000									6052 OO ERMA Liablity
	45,000									605.00 General Liability Insurance
	8.300				300					602.00 Cost of Funds
-	25,000									600.00 Advertising Expense
	77,000									6122.00 Outside consultants
	25,000									6121.00 Accounting & Bookkeeping
	35,000									6120.00 Legal Expenses
										Administration
3,000	5,000									pro To Meeting & Consultation
1,000	5,000				200					C16.40 Marriag & Development
15,000	35,000			2,000	200					616 On Training & Development
2,000	4,000			1,000						611 OO Printing Expense
1,000	10,000			787						609.00 Office Supplies
1,200	5,000									604.00 General Operating Supplies
4,000	2,000									603.00 Dues & Subscriptions
										General
										Constant Operating Expenses
										General Operating Expenses
3,000	3,500					500	250	2,500	5,500	674.00 Physicals/DMV / B-ground checks
54,000	270,000					8,000	5,000	35,000	65,000	672.00 PERS Retirement
										6042.7 OPEB Reduction Payment
11,500	6,800					25,000	1,000	55,000	120,000	
850	T,500					400	200	/00	T,600	
1,500	4.500					300	200	2,500	4,500	
1 500	2 500					500	500	2 500	4 500	
70,000	105,000					37,935	24,878	125,530	270,000	6042.1 Health and Dental
										690.00 Health & Welfare
75,000	35,000			6,000	5,000	15,000	7,000	40,000	85,000	673.00 Worker's Compensation Insurance
600	500					300	300	500	1,000	676.00 Employee Bereavement
13,000	18,000					2,000	1,000	5,000	15,000	670.00 Employment Taxes
12,000	4,000					3,500	1,500	4,000	10,000	680.10 Overtime
20,000	25,000					3,000	2,000	72,500	28,000	680.2 Follody lillie
20,000	25 000					2000	1,300	17,000	35,000	GOO 2 ILLIE LEGVE
2,300	2,500					000,1	1,1/2	17,000	5,473	CSO C Francis Louis
3 500	3 500					1 000	1 177	2000	5 475	600 1 Birthday
0.000				50,000	00,000	95 032	68 520	287 105	739 974	Operations
540.864				50.000	50.000					Maintenance
	704,340		9,400	65,000	5,400					Administration
										680.00 Labor
										PAYROLL, AND RELATED BENEFITS
										DIRECT EXPENSE
110,000	001,ccc	/30,440	143,00/	240,337	OOO'CCT	250,123	320,007	1,247,347	3,004,303	COACACACACACACACACACACACACACACACACACACA
E00 211	5,000	700 440	100 007	240.027	135 000	35,003	220 607	1 747 647	2 064 660	TOTAL BELIEVING
	5 000									413 00 Interest Income
								,		310.00 Unrestricted Net Assets
				31,592		886,8	2,440	13,144	30,222	412.05 SGR State OF Good Repair
322,711	144,000	107,737		125,596		6,000	3,675	19,800	45,525	412.01 STAF
										412.00 State Operating Funds
								351,187		411.00 Federal Operating
		682,703	143687			451,199	252,883	435,076	1,649,010	414.00 LTF/JPA Member Assessment
12,600	96,000									410.80 Rent & Leases
	45,600									410.10 Advertising Revenue
										Non-operating Revenues
						47,443	29,059	156,974	359,974	400.10 MISC. Revenues (LCTOP)
210,000	202,000			32000		000,01	2,330	150,700	254,030	CARESACI
210,000	200 000			22000		10 500	2 250	105 766	207 020	CABES Act
43 000	500									400.70 rasses & ID Cards
	E00			37,743		7,000	30,000	100,000	000,000	100 70 Passas 8 ID Cards
				37 749	100)000	71 000	30,000	165 000	660,000	400 30 Fares
	20.000			14.000	135.000		200	1.000	25.000	400.40 Contract Transportation
										Operating Revenue
	-									REVENUE
Shop/Facility	Admin/HTA	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	
IVI GIII C										

# HUMBOLDT TRANSIT AUTHORITY DRAFT BUDGET 2021-2022

0	0	0	0		0	0	0	0	0	0	
1,341,759	411,966							210,000	159,793	560,000	Capital Funds
1,341,759	411,966							210,000	159,793	560,000	Capital Projects
			0	0	0	0	111,339	68,195	367,419	844,784	Total Allocations by service
			0	0	0	0	35,384	21,673	116,766	268,474	Maint. Allocation 442,297
			0	0	0	0	75,955	46,523	250,652	576,310	
		100.00%	0.00%	0.00%	0.00%	0.00%	8.00%	4.90%	26.40%	60.70%	Allocation Perentages
			0	0	0	0	0	0	0	0	NET Total
			790,440	143,687	240,937	135,000	590,125	320,607	1,247,947	3,064,569	Total Expenses including Indirect Expenses
		•					111,339	68,195	367,419	844,784	Allocated Admin. & Maint. Costs
	442,297	949,440	0	0	0	0	111,339	68,195	367,419	844,784	Revenues minus Direct Expense
7,714,723	1,030,608	1	790,440	143,687	240,937	135,000	478,786	252,412	880,528	2,219,785	Total Direct Expense
7,200					1,200	1,200	1,200	1,200	1,200	1,200	634.00 Gen Facility M & R
75,000						12,500	12,500	12,500	12,500	12,500	633.00 Utilities
58,750					1,000	1,500	8,500	1,000	17,750	29,000	632.00 Contract Maint.
12,498					2,083	2,083	2,083	2,083	2,083	2,083	631.00 Rentals & Leases
112,200					56,200	11,200	11,200	11,200	11,200	11,200	601.00 I.T hardware, maint., licenses
											Facilities
127,000	5,000					10,000	15,000	12,000	25,000	60,000	657.00 Tires
4,200	3,550					650					656.00 Small Tool Allowance
198,000	15,000					25,000	25,000	10,000	35,000	88,000	655.00 Parts
18,000	18,000										614.00 Special Studies/Permits
502,244	5,000						1	39,509	1	243,960	653.00 Fuel
34,500	12,000					3,000	4,000	2,500	6,000	7,000	651.00 Contract Repairs
2,500	2,500										650.00 Contract Services
											Vehicles
30,200	27,500					2,700					688.10 Uniforms - Shop
16,800	15,000	1,000				800					688.30 Safety Supplies & Gear
19,200	18,000					1,200					635.00 Shop Tools
14,000	12,000					2,000					620.00 Gen. Maintenance Supplies
											Maintenance
1,767	1,000	600				167					666.00 Operations Supplies
22,500							5,000	2,500	5,000	10,000	664.1 Deductables
463,311	14,544				43,767		65,000	30,000	50,000	260,000	664 Premiums
											664.00 Vehicle Insurance
37,800							6,000	4,000	5,800	22,000	661.00 Schedule Printing &Updates
76,914							16,061	7,500	12,060	41,293	663.00 WiFi//GPS/MyRide
18,400					800	100	2,000	1,000	2,500	12,000	662.00 GFI -Ticket Stock & equip
9,000	2,500						900	600	1,500	3,500	688.20 Uniforms & Shoes
											Operations
924,727		-	790,440	134,287							615.00 Specialized Services
2,000	-	2,000									613.00 Service Charges
2,600		2,000			600						610.00 Postage
Total	Maint. Shop/Facility	Admin/HTA	DAR Contract 2021-2022	Samoa 2021-2022	CTSA for 2021-2022	AMRTS for 2021-2022	SHI for 2021-2022	WC for 2021-2022	ETS for 2021-2022	2021-2022	

NOTES: Admin & Maintenance Allocation Percentages are based on Hours of Operation.

administered by HTA. Maintenance and Administration costs are part of the contracts and are subtracted prior to allocations NOTES: AMRTS and DAR are contracted and



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: Vice-Chair Ladwig

All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 2, 2021

SUBJECT: Humboldt Transit Authority Safety Officer Service Agreement

HTA is a member of the California Transit Systems Joint Powers Authority, also known as the California Transit Indemnity Pool (CalTIP). CalTIP provides liability and physical damage coverage program for over 30 members across the State. To improve the overall safety of the Humboldt Transit Authority's operation, Staff hired a Safety Consultant from CalTIP to work with our employees. Over the last three years, the Safety Consultant, HTA's Safety Officer, and Safety Team has established a Covid-19 Prevention Program, revamped the training program and established safety policies and procedures to improve working conditions and provide a safer work environment.

Because of the pandemic, HTA Staff size was reduced and duties were shifted to several different employees. To continue improving the working conditions and accident reductions that was accomplished last year, Staff is recommending increasing the hours of the CalTIP Safety Consultant to oversee to safety program and to assist in training a new safety officer.

Action Recommended: Approve the Service Agreement for Loss Control Services and Authorize the General Manager to Sign the Agreement.

#### SERVICE AGREEMENT FOR LOSS CONTROL SERVICES

This Service Agreement for Loss Control Services (this "Agreement") is entered into effective the 1st day of July, 2021 ("Effective Date"), by and between Sedgwick Claims Management Services, Inc. ("Sedgwick") and the Humboldt Transit Authority ("Client").

#### RECITALS

- 1. Client desires that Sedgwick provide certain loss control services.
- 2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

#### **AGREEMENT**

#### 1. Services to Be Performed by Sedgwick:

- A. Sedgwick shall provide Client with the services set forth on Exhibit A.
- B. Any report, observation, or recommendation provided by Sedgwick, is for the sole benefit and use of the Client and may not be relied upon by any person or entity other than the Client.

#### 2. Obligations of Client:

- A. Client shall provide Sedgwick with cooperation and information as needed to allow Sedgwick to perform its services.
- B. Client shall pay to Sedgwick the fees set forth in Exhibit A, plus applicable taxes, if any, and any related expenses.
- C. Should Client fail to make timely payments of any fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible and may collect such fees from any loss fund that may be in Sedgwick's care, custody, and control.
- D. Client acknowledges and agrees that the performance of Loss Control Services by Sedgwick under this Agreement in no way guarantees Client of a reduction or improvement in its incurred losses. Client recognizes that Sedgwick has been engaged under this Agreement solely for the purpose of providing loss control documentation, recommendations, and information.

#### 3. <u>Discontinuance of Operations:</u>

Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

#### 4. Term of Agreement and Termination:

- A. The term of this Agreement shall be for the period commencing on July 1, 2021 until June 30, 2022.
- B. This Agreement may be terminated by either party at any time, provided that at least thirty (30) days prior written notice of the effective date of termination is given to the other party.
- C. If Client fails to pay Sedgwick service fees which it is obligated to pay, then Sedgwick may present all unpaid invoices to Client and Client shall pay such service fees within thirty (30) days of presentment.
- D. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick has maintained for related to services provided under this Agreement (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that are owned by Insured; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them.

#### 5. <u>Professional Advice</u>:

Nothing in this Agreement is intended to require Sedgwick to engage in the practice of law or professional engineering, and services provided shall not be considered professional engineering, legal, tax or accounting advice, and Sedgwick shall in no event give, or be required to give, any legal opinion or provide any engineering, legal, tax or accounting representation to Client. Client acknowledges that Sedgwick has been engaged to provide certain professional services and that it is not the intent of the parties that Sedgwick assume any insurance risk. Sedgwick shall not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy; it being understood that Sedgwick is in no event financially responsible for payment or satisfaction of Client's claims, lawsuits, or any form of cause of action against Client from Sedgwick funds.

#### 6. <u>Indemnification</u>:

- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or underwriting. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.
- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client, directly or through a subcontractor or vendor of Client's choosing ("Client Subcontractor"), provides information that Sedgwick relies on in the performance of its services or if Client otherwise directs performance of the services, Client will indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorney's fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick related to the acts or omissions of Client or the Client Subcontractor.
- C. The parties agree that in no event shall Sedgwick's liability under this Agreement exceed the service fees paid to Sedgwick for the six (6) months immediately prior to the event from which the claim or matter arises. IN NO EVENT SHALL SEDGWICK BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES. PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE, SYSTEM, SITE, OR DELIVERABLE **PROVIDED** TO **CLIENT** HEREUNDER, **INCLUDING** LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF SEDGWICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- D. Notwithstanding the foregoing, an indemnifying party will not settle a claim without the indemnified party's written consent, unless such settlement results in (i) a full release of all parties, (ii) no liability to the indemnified party or future obligation of the indemnified party, and (iii) no admission of wrongdoing by Client or Sedgwick.
- E. The provisions of this section shall survive the expiration or termination of the Agreement.

#### 7. Network Security/Confidentiality:

- A. Whether or not marked as such, and without regard to the media in which such records are stored, "Confidential Information" shall mean:
  - (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
  - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
- B. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a "need to know," and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes or forward to a data collection facility data, provided that such facility agrees in writing to keep Client's data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- C. The provisions of this section shall survive the expiration or termination of the Agreement.

#### 8. Notices:

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to Enriqueta Castro, Director, Risk Control Services, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, with a copy to General Counsel - Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way, Memphis, TN 38125, in the case of Sedgwick, and to Sebron Flenaugh, Human Resources Manager, Sausalito City Hall, 420 Litho Street, Sausalito, CA 94965, in the case of Client.

#### 9. Assignment:

The Client may not assign its rights or obligations under this Agreement. Sedgwick may assign or subcontract part of the services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that

such subcontracting or delegation shall not relieve Sedgwick of any of its obligations hereunder.

#### 10. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

#### 11. <u>Applicable Law:</u>

The terms and conditions of this Agreement shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in the State of Tennessee, and the parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

#### 12. <u>Force Majeure</u>:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "Force Majeure"). Without limiting the generality of the foregoing, a Force Majeure includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a Force Majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

#### 13. Headings:

Headings herein are for convenience of reference only and shall not be considered in any

interpretation of this Agreement.

#### 14. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

#### 15. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

#### 16. <u>Subcontractor Disclosure</u>:

Through contractual arrangements with subcontractors, Sedgwick provides a full range of loss control services to its clients. Client recognizes and agrees that delivery of some of these services may be provided pursuant to separate agreements between subcontractors and Sedgwick. In no event will charges to Client exceed the amount indicated in the Agreement.

#### 17. Equitable Adjustment:

This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise. In the event of a change in a service standard, Sedgwick shall be entitled to an equitable adjustment in its compensation if such change increases Sedgwick's cost of providing the services under this Agreement or reduces its profitability.

#### 18. Non-Solicitation:

Client acknowledges and agrees that Sedgwick personnel who perform the services are a valuable asset to Sedgwick and difficult to replace. Accordingly, Client agrees that, during the term of the Agreement, and for twelve months thereafter, it will not solicit, contract or hire Sedgwick personnel or encourage them to seek employment or any other contractual arrangements with Client. The parties further agree that in the event Client breaches the provision of this Section, Client shall pay Sedgwick liquidated damages in the amount of two times the annual compensation to be paid to such person for each such breach, which is

the parties' good faith estimate of the amount of damages to Sedgwick from such breach. This Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

Humboldt Transit Authority	Sedgwick Claims Management Services, Inc.
By	Ву
Title	Title
Date	Date

#### **EXHIBIT A**

#### SERVICE PROGRAM OVERVIEW

#### I. Introduction

Sedgwick is providing the services as follows:

**Servicing Office: Sacramento** 

#### **II.** Account Coordination

On behalf of Client, this service program will be coordinated by:

Client Representative: Greg Pratt

Client Name: Humboldt Transit Authority

Client Address: 133 V Street, Eureka, CA 95501

Telephone # (707) 443-0826, ext. 101

Fax # N/A

On behalf of Sedgwick, this service program will be coordinated by:

Sedgwick Representative: Terrie Norris

Sedgwick Office Address: 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833

Telephone # (916) 290-4655

Fax # (855) 242-8919

Each party reserves the right to change its designated representative during the term of the Agreement.

#### **EXHIBIT B**

#### Scope of Work and Fees

# Scope of Work

# Rent-A-Safety Officer program

#### **Objectives**

A Sedgwick safety professional will provide a combination of on-site and remotely delivered safety consultation services designed to provide a near weekly safety professional safety presence at Humboldt Transit Agency (HTA). The safety professional will report to the HTA General Manager. The goals of the safety program include a reduction in loss exposures for both employee safety and liability, reduced loss experience in both employee and liability losses, and increased compliance with regulatory safety-related matters.

#### SER VICES

The specific safety services will be developed with and delivered at the directed of the HTA General Manager and will be dependent on the HTA's varying needs and the availability of time within the time limits specified in the contract. Examples of safety consulting deliverable services include, but are not limited:

- COVID-19 Prevention Program
- <u>Public Transportation Agency Safety Plan (PTASP) Guidance</u> –Active participation on the PTASP
   Committee, management of routine PTASP Committee meetings, maintenance of documentation of
   committee meetings, guidance in the management of PTASP activities, and documentation.
- <u>HTA Safety Team Guidance</u>—Active participation on the Safety Team, developing monthly meeting agendas, working with the Safety Team Recorder to ensure minutes are maintained and distributed to the team, and following up with team members to ensure they are prepared for their reports to the Safety Team.
- <u>Cal/OSHA Written Program Management</u>—Development, review, and revision of Cal/OSHA required written compliance plans on an on-going basis.
- <u>Managing the CalTIP Risk Control Services</u>—Selection, scheduling, and follow-up on the delivery of the annually allotted CalTIP Risk Control Service days.
- <u>Coordinating the Completion of the HTA Safety Policies and Procedures</u> Collaboration with a variety of HTA employees to ensure routine safety activities are completed in accordance with HTA policies and standard operating procedures, such as safety inspections, routine safety training, loss data management, and accident/incident investigations.
- Routine Meetings with HTA Management Personnel Routine in-person and web-based meetings to ensure wide-spread management involvement in and support of the HTA safety program.
- <u>Evaluating Safety-Related Products and Services</u> Assist HTA staff to evaluate new products and services designed to reduce risk and/or improve safe operations.
- <u>Coordination with Other Sedgwick Safety Professionals Needed</u> Determine when the need for subject expertise would require the temporary substitution of the permanently assigned safety professional with another Sedgwick safety professional in position of the needed expertise.

Conditions that may limit the delivery of desired safety consultation services include available time based on agreed

c/22309

contract limits and the available subject matter expertise of the Sedgwick Risk Control Team. Services outside of Sedgwick's team capabilities would not be included in the program.

#### **Sedgwick Risk Control Resources**

In addition to the above-named services, HTA has access to the resources listed below at no additional cost as a Sedgwick client.

- Up-to-date notifications of changes in Cal/OSHA and other regulatory environments
- A dedicated COVID-19 resources web page with up-to-date information, model programs, checklists, and training webinars https://pooling.sedgwick.com/covid-19-resources-page/
- Safety communications and tailgate training handouts available on the Sedgwick Risk Control website with new publications developed regularly
- Invitations to attend live webinars on a variety of risk management and safety-related topics
- Unlimited access to the Sedgwick Risk Control website resources
  - o Over 400 streaming safety videos
  - o Model programs, forms, checklists, and job taskanalyses
  - o Hundreds of safety training handouts and risk management publications
  - Recorded webinars

For an overview, please visit our Risk Control website at http://riskcontrol.sedgwick.com/

#### COST OF SERVICES

The following cost proposal has been developed based on communications with Terrie Norris, Sedgwick Senior Manager, Risk Control.

#### Proposed Contract Period: July 1, 2021 through June 30, 2022

Service Period	Task	Fees
July – August 2021	Three days on-site in July and August to kick start the new service program plus three remote days per month (delivered in separate weeks) dedicated to HTA work	\$15,480 (\$7,740 per month)
September 2021 – June 2022	Two days per month on-site plus three remote days per month (delivered in separate weeks) dedicated to HTA work	\$62,240 (\$6,240 per month)
	Total proposed contract price, July 1, 2021 – June 30, 2022	\$77,880

- On-site risk control consulting service 26 days at a flat hourly rate of \$187.50 equates to \$1,500 per dedicated eight-hour service day. This rate includes mileage, travel expenses, and the value-added services, such as website resources, live webinars, and safety communications.
- Remote risk control consulting service 36 days at a flat hourly rate of \$135 equates to \$1,080 per dedicated eight-hour service day. This rate includes the value-added services, such as website resources, live webinars, and safety communications.

Sedgwick will provide a detailed invoice, on a monthly basis, with payment due within 30 days of receipt of our invoice.



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: Vice-Chair Ladwig

All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 2, 2021

SUBJECT: Humboldt Transit Authority Public Transportation Agency Safety Plan (PTASP)

On July 19, 2018, Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The PTASP rule became effective on July 19, 2019, with a compliance deadline of July 19, 2020. Due to COVID-19, that deadline was extended to December 31, 2020.

The rule applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307); recipients of FTA's Enhanced Mobility of Seniors and Individuals with Disabilities Formula Program (Section 5310) and/or Rural Area Formula Program (Section 5311) are currently excluded. Therefore, the Authority who only receives financial assistance via Section 5310 and Section 5311 is not required to have a PTASP at this time. However, the Authority's senior management team and its Sedgwick safety and risk management consultant, believe that establishing and implementing the program now will strengthen the Authority's safety and risk management program, thus providing increased safety for the public who use the Authority's services and the safety of the Authority's employees while also reducing operating costs through improved safety and risk management.

With a focus on defensive driving maneuvers, Humboldt Transit Authority's claims for accidents have been reduced by 91% over the last 3 years. The PTASP team has been working with the Safety Committee to identify high risk areas and finding solutions to reduce exposure and help reduce reoccurring issues. Last year the PTASP team set aggressive targets of with our Safety Performance Targets and raised the expectation even higher for the upcoming fiscal year.

Action Recommended: Review and direct staff to make any changes if necessary and bring back to the July 7, 2021 Special Board meeting for final approval.