

# Humboldt Transit Authority

## Governing Board of Directors

### AGENDA

Special Meeting – May 23, 2012

HTA Conference Room - 133 V Street Eureka

9:00 a.m.

I. Call meeting to Order

II. Roll Call & Introductions

III. Approval of minutes

- a. Minutes from the April 18, 2012 regular board meeting  
**Action Recommended: Make corrections, if necessary.**  
**Approve minutes.**

Page 01

IV. Citizens Communications

Members of the community are invited to comment on items or issues not on the agenda

V. Discussion Agenda

- a. Year to date financial statements for all systems operated by HTA  
Year to date ridership statistics for all systems operated by HTA  
**Action Recommended: Receive, review, and file**

Handout

VI. Consent Calendar

**Recommended Action: By motion, recommend the approval of the following items considered to be routine and enacted on one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.**

- a. Humboldt Transit Authority Representative for California  
Transportation Insurance Pool (CalTIP)

Page 03

Laura Shodall, who serves as HTA's representative for CalTIP, is retiring on June 30, 2012. Barbara Zoellner will then be taking over the duties of Administration & Finance Manager.

**Action Recommended: Authorize the appointment of Barbara Zoellner as Humboldt Transit Authority's representative for the California Transportation Insurance Pool by adopting Resolution 12-03**

- b. Biennial Report of Conflict of Interest Code Page 05  
Government Code §87306.5 requires local agencies to submit to their code reviewing body a biennial report identifying changes in its code, or a statement that their code is not in need of amendment. After reviewing the code, it was determined that positions needed to be added.  
**Action Recommended: Add the positions of: Maintenance & Facilities Manager, Administration & Finance Manager, Operations Manager, Administrative Assistant I, and Administrative Assistant II to the designated position as specified in Appendix to HTA's Conflict of Interest Code by adopting Resolution 12-04.**
- c. Transit Consultant Contract Page 08  
Staff requests assistance from consultant Barbara O'Neal to provide short-term, on-call training for procedures and policies that were recently put in place.  
**Action Recommended: Authorize HTA Board Chairperson Linda Atkins to sign the contract between Barbara O'Neal and Humboldt Transit Authority**
- d. Updated Drug and Alcohol Policy Page 11  
Because of changes to the Federal Regulations 49 CFR Part 40, a revised Humboldt Transit Authority Drug & Alcohol Policy is needed to stay in compliance.  
*HTA Drug & Alcohol Policy Enclosed*  
**Action Recommended: Approve amendment to Humboldt Transit Authority's Drug and Alcohol policy by adopting Resolution 12-05.**
- e. Agreement for Operation of Bus Transit System in the Southern Humboldt Area Page 13  
The term of the Contract between the County and Humboldt Transit Authority ends on June 30, 2012. Staff recommends approving the contract between the county and HTA for the operation of the Southern Humboldt bus systems.  
**Action Recommended: Authorize HTA Board Chairperson Linda Atkins to sign the contract between the County and Humboldt Transit Authority**
- VII. Items Removed from the Consent Calendar
- VIII. Discussion Agenda
- a. Willow Creek Saturday Service Page 27  
At the October 1, 2011 Humboldt County Association of Governments meeting the board approved that Saturday Service to Willow Creek and Sunday Service provided by Redwood Transit systems were unmet needs that were reasonable to meet.  
**Action Recommended: Direct Staff to implement Saturday service on the Willow Creek Extension beginning July 7, 2012.**

- b. Joint Power Agreement Shared Cost  
Councilmember Michael Winkler from Arcata has requested that the Humboldt Transit Authority discuss updating the Joint Powers Agreement to reflect data from the 2010 Census.  
***Action Recommended: Review, Discuss and Direct Staff***

IX. Communications

- a. Board:
- b. Staff:

X. Adjournment

**MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY**

**BOARD MEETING**

**April 18, 2012**

**ROLL CALL**

**PRESENT**

Board Members

Linda Atkins, Eureka

Michael Winkler, Arcata

Julie Fulkerson, Trinidad

Jimmy Smith, Humboldt County

Mark Lovelace, Humboldt County

**ABSENT**

Julie Woodall, Rio Dell

Dean Glaser, Fortuna

Staff

Greg Pratt, General Manager

Laura Shodall, Administration and Finance Manager

Jim Wilson, Equipment and Facilities Manager

Barbara Zoellner, Administration and Finance Manager

Karen Wilson, Operations Manager

Brenda Fregoso, Secretary to the Board

Consuelo Espinosa, Receptionist

**CALL TO ORDER**

Chairperson Atkins called the meeting to order at 9:03 a.m.

**MINUTES**

Motion by Councilmember Fulkerson, second by Supervisor Lovelace to approve the minutes from the March 21, 2012 regular board meeting.

*Councilmember Winkler abstained*

**CITIZENS COMMUNICATIONS**

None

**DISCUSSION AGENDA**

- a. Year to date financial statements for all systems operated by HTA

Year to date ridership statistics for all systems operated by HTA

Finance Manager Laura Shodall gave an overview of the year to date Performance Statistics and Financial Statement for all systems.

## **COMMUNICATIONS**

### **Staff:**

General Manager Greg Pratt gave the board an update on staff's efforts to boost ridership on the Southern Humboldt transit services.

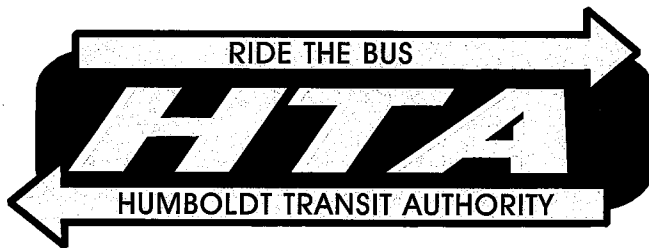
Pratt announced that GPS on ETS is in the testing stage and gave a brief update on the future advantages it will have for HTA and passengers.

### **Board:**

Supervisor Lovelace inquired about Willow Creek Saturday service as well as RTS Sunday service. Pratt indicated that Willow Creek Saturday service will begin on July 1, 2012 and that he is waiting to hear from HCAOG regarding RTS Sunday service.

## **ADJOURNMENT**

Councilmember and Chair Atkins adjourned the meeting at 9:48 a.m.



*A Public Entity Serving  
Humboldt County Since 1976*

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

(707) 443-0826

TO: Linda Atkins, Chairperson  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2012

SUBJECT: HTA's Representative for California Transportation Insurance Pool

Humboldt Transit Authority is a member of The California Transit Insurance Pool (CalTIP). It is a joint powers insurance authority organized under California law in 1987. CalTIP is a self-insurance program for public transit operators where members pool funds to obtain insurance coverage, claims administration, and safety and loss control programs. CalTIP is governed by representatives of member transit operators.

All CalTIP participants are required to have a designated representative. With our current CalTIP representative Laura Shodall retiring in June, her replacement, Barbara Zoellner is requesting Board approval to be HTA's designated representative.

***Action Recommended: Authorize the appointment of Barbara Zoellner as Humboldt Transit Authority's representative for the California Transportation Insurance Pool by adopting Resolution 12-03***

RESOLUTION 12-03

AUTHORIZATION FOR APPOINTMENT OF REPRESENTATION TO THE CALIFORNIA  
TRANSPORTATION INSURANCE POOL (CalTIP) JOINT POWERS AUTHORITY

WHEREAS, the Humboldt Transit Authority (HTA) is an active participant in the California Transportation Insurance Pool (CalTIP) and receives services and benefits from participation in the pool; and,

WHEREAS, all CalTIP participants are required to have a designated representative; and,

WHEREAS, HTA's Finance and Administrative Manager, Laura Shodall is retiring on June 30, 2012, who is the designated pool representative and serves on the CalTIP Board of Directors, and HTA's incoming Finance and Administrative Manager, Barbara Zoellner, will be replacing Laura Shodall; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Humboldt Transit Authority that Barbara Zoellner will serve as HTA's representative to the California Transportation Insurance Pool.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Barbara Zoellner be authorized to serve on the CalTIP Board of Directors.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Barbara Zoellner be authorized to execute all required documents necessary to act as HTA's representative.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Greg Pratt will remain as HTA's alternate representative to CalTIP.

PASSED, APPROVED AND ADOPTED this twenty-third day of May 2012 on the following vote:

AYES:

NOES:

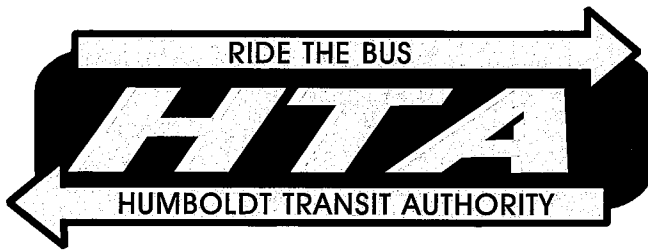
ABSENT:

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Chairperson of the Humboldt Transit Authority Board of Directors

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Secretary to the Board



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

(707) 443-0826

TO: Linda Atkins, Chairperson  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2012

SUBJECT: Biennial Report of Conflict of Interest Code

No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with this title to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303 to the code reviewing body.

After Staff reviewed the code, it was determined that the following positions needed to be added.

1. Maintenance & Facilities Manager
2. Administration & Finance Manager
3. Operations Manager
4. Administrative Assistant I
5. Administrative Assistant II

***Action Recommended: Add the positions of: Maintenance & Facilities Manager, Administration & Finance Manager, Operations Manager, Administrative Assistant I, and Administrative Assistant II to the designated position as specified in Exhibit A to HTA's Conflict of Interest Code by adopting Resolution 12-04.***



**RESOLUTION 12-04**

**RESOLUTION OF THE HUMBOLDT TRANSIT AUTHORITY AMENDING  
APPENDIX TO CONFLICT OF INTEREST CODE**

**WHEREAS**, on June 17, 1992 Humboldt Transit Authority adopted Resolution 92-06, adopting the standard conflict of interest code contained in 2 Cal. Code of Regs. Section 18730 together with Appendix designating disclosure positions and categories; and

**WHEREAS**, the Governing Board of Humboldt Transit Authority has reviewed their Conflict of Interest Code pursuant to Government Code Section 87306.5, and has determined that said Appendix is in need of amendment due to the restructuring of the HTA administrative staff positions;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Humboldt Transit Authority as follows:

1. That the Appendix to the Humboldt Transit Authority Conflict of Interest Code is hereby amended to read as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Except as herein specifically amended, all other provisions of the Conflict of Interest Code shall remain in full force and effect.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of May 2012, on the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Chairperson of the Humboldt Transit Authority Board of Directors

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ATTEST: HTA Secretary

APPENDIX  
TO  
HUMBOLDT TRANSIT AUTHORITY  
CONFLICT OF INTEREST CODE

LIST OF DESIGNATED POSITIONS  
DISCLOSURE CATEGORY

GENERAL MANAGER	1 AND 2
OPERATIONS MANAGER	1 AND 2
MAINTENANCE AND FACILITIES MANAGER	1 AND 2
FINANCE AND ADMINISTRATOR MANAGER	1 AND 2
ADMINISTRATIVE ASSISTANT I	1 AND 2
ADMINISTRATIVE ASSISTANT II	1 AND 2
LEGAL COUNSEL	1 AND 2
GOVERNING BOARD	NONE <sup>1</sup>
CONSULTANT	1 AND 2 <sup>2</sup>

LIST OF DISCLOSURE CATEGORIES

- CATEGORY 1:                   Investments, Business Positions, and Interests in Real Property
- CATEGORY 2:                   Sources of Income, both Personal and Business Entity

1

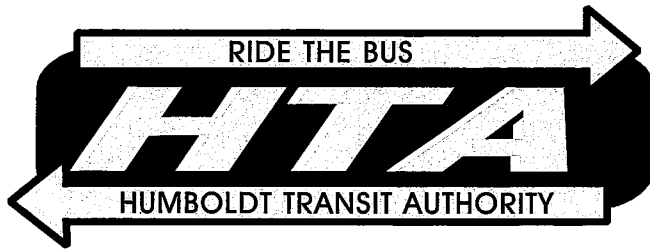
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<sup>1</sup> All members and alternative members of the Governing Board of Humboldt Transit Authority are also members of a County Board of Supervisors or a City Council, as specified in Government Code Section 87200, and as such are exempted by Government Code Section 80703 (B) from the requirement of filing statements of economic interests with this agency.

<sup>2</sup> Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The General Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

Exhibit A



*A Public Entity Serving  
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133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chairperson Atkins  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2012

SUBJECT: Transit Consultant Contract

In October 2011 The Personnel/Subcommittee entered into a contract with Barbara O'Neal as a consultant for Humboldt Transit Authority Staff for the term of six (6) months.

In that time Ms. O'Neal restructured the management and it's salary schedule along with implementing several policies and procedures. In May her contract had expired and Staff is requesting a new contract for Barbara O'Neal so that she can be contacted in case questions arise with the programs and policies that were put in place.

***Action Recommended: Authorize HTA Board Chairperson Linda Atkins to sign the attached contract.***

HUMBOLDT TRANSIT AUTHORITY

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This agreement, effective May 23, 2012, is made between the Humboldt Transit Authority (referred to as HTA), a joint powers authority, and Barbara O'Neal (referred to as "Consultant," an individual.)

1. **SCOPE OF WORK:** Consultant agrees to act as a consultant to HTA and perform services as set out in Exhibit A, "Scope of Work" attached hereto and incorporated herein ("Services").
2. **PAYMENT:** HTA shall pay Consultant \$50.00 per hour, not to exceed total payment of \$500 and payable upon submission of invoices to the General Manager, or his designee. HTA shall make payment to the Consultant within thirty (30) days after receipt and approval of such statement/invoice.
3. **TERM:** The term for this Agreement shall be approximately six months, beginning May 23, 2012 and ending December 31, 2012. This Agreement may be extended upon the mutual consent of the HTA General Manager and the Consultant. This Agreement is subject to earlier termination upon one-week advanced written notice of one party or the other.
4. **TITLE TO DOCUMENTS:** Title to all plans, specifications, estimates, reports, manuscripts, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in HTA, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of HTA.
5. **CORRECTION OF WORK:** The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective work subsequently discovered and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand without cost to HTA.
6. **INDEPENDENT CONTRACTOR:** Consultant, in performing Services, shall act as an independent contractor and shall have control of her work and the manner in which it is performed. She shall be free to contract for similar services to be performed for others while under contract with HTA. Consultant is not to be considered an agent or employee of the HTA.
7. **MODIFICATION, AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.
8. **HOLD HARMLESS:** Consultant shall investigate, protect, defend, indemnify and hold harmless HTA and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of HTA.
9. **ATTORNEY'S FEES:** Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation hereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.

IN WITNESS WHEREOF, the parties have executed this agreement effective on the date set out above.

HUMBOLDT TRANSIT AUTHORITY

CONSULTANT

ATTEST

By: \_\_\_\_\_  
Chairperson of the Humboldt Transit Authority Board of Directors

\_\_\_\_\_  
Barbara O'Neal

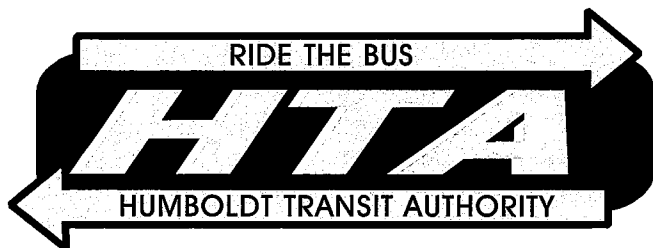
\_\_\_\_\_  
HTA Secretary to the Board

Dated: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK

Consultant shall work on an as needed basis by phone and in person with the Humboldt Transit Authority to perform the following services:

1. Assist in the completion of HTA's policies and procedure
2. Assist staff with issues regarding the present management structure



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

(707) 443-0826

TO: Linda Atkins, Chairperson  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2012

SUBJECT: Drug and Alcohol Testing Policy

Since January 1, 1996, HTA has been mandated by law to perform random drug and alcohol tests for all employees working in a safety-sensitive position. Part 40 ~ Procedures for Transportation Workplace Drug and Alcohol Testing Programs has been amended to reflect changes made to the Code of Federal Regulations.

A summary of the changes are as follows:

1. Minimum thresholds have changed.
2. The Substance Abuse Professional has changed.
3. HTA has a new Drug and Alcohol Program Manager, Karen Wilson.

**ACTION NECESSARY: Approve amendment to Humboldt Transit Authority's Drug and Alcohol policy by adopting Resolution 12-05.**

**RESOLUTION 12-05**  
**RESOLUTION OF THE HUMBOLDT TRANSIT AUTHORITY**  
**AMENDING THE DRUG AND ALCOHOL TESTING PROGRAM POLICY**

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

**WHEREAS**, this document has been amended by Resolutions 02-03, 02-10, 04-04, 05-02, 06-04; and,

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Humboldt Transit Authority that Resolutions 96-01, 02-03, 02-10, 04-04, 05-02, 06-04 are hereby rescinded and are replaced by Resolution 12-05 adopting the attached document "Humboldt Transit Authority Drug and Alcohol Testing Program Policy."

**PASSED, APPROVED AND ADOPTED** this twenty-third day of May 2012, on the following vote:

**AYES:**

**NOES:**

**ABSENT:**

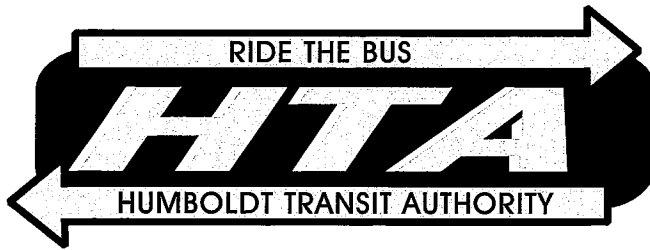
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Chairperson of the Humboldt Transit Authority Board of Directors

ATTEST:

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Secretary to the Board



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

(707) 443-0826

TO: Linda Atkins, Chairperson  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2012

SUBJECT: Agreement for Operation of Bus Transit System in the Southern  
Humboldt Area

The agreement includes compensation to HTA for the operation of the two (2) systems. They are the Local Deviated Fixed Route that services Garberville to Miranda and the Intercity that services Garberville to Eureka. Both of these have been in operation since January 1, 2010.

The term of the agreement is three (3) years commencing July 1, 2012 and ending June 30, 2015.

Staff Recommendation: Approve contract between the county and HTA for the operation of the Southern Humboldt bus systems.

***Action Necessary: Review, discuss, make changes if necessary, approve Agreement for Operation of Bus Transit System in the Southern Humboldt Area.***



**AGREEMENT FOR OPERATION OF BUS TRANSIT SYSTEM IN THE  
SOUTHERN HUMBOLDT AREA**

THIS AGREEMENT, made in Eureka, California, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY of Humboldt, a political subdivision of the State of California, (hereinafter called "COUNTY"), and Humboldt Transit Authority, a joint powers public entity of the State of California, (hereinafter called "CONTRACTOR").

WITNESSETH:

**WHEREAS**, CONTRACTOR desires and has the capacity to administer and manage the operation of the COUNTY's Southern Humboldt bus transit system; and

**WHEREAS**, COUNTY desires to provide useful and economical bus service to its residents; and

**WHEREAS**, the operation of said bus transit system shall be controlled by COUNTY in that policies under which said system functions and operates shall be those either established or approved by COUNTY; and

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

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

1. Operation and Management: CONTRACTOR is hereby engaged by COUNTY to manage the operation of COUNTY's Southern Humboldt bus transit system. Said management shall include, but not be limited to the following:

- a. Providing sufficient numbers of qualified personnel.
- b. Providing necessary vehicle maintenance, equipment, office, and garage space and employee facilities.
- c. Maintenance of all COUNTY-owned transit vehicles.
- d. Meeting of all federal, state and local laws, ordinances, and requirements including but not limited to all necessary licenses and permits for such transit services.
- e. Preparation of annual budget for items not covered under contract, i.e., anticipated engine/transmission overhauls or repairs, for COUNTY review and approval.

2. Term of Agreement: The term of this Agreement shall be for three years commencing January 1, 2012, and ending June 30, 2015.

Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONTRACTOR, in writing, of such non-appropriation at the

earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

3. Routes and Fares: CONTRACTOR agrees that for the term of this Agreement, it will supply public bus transportation over routes and schedules of service and times which will best meet the needs of the COUNTY of Humboldt's residents in accordance with Exhibit 1 attached hereto. Fares, routes, service, schedules and transfer privileges that do not result in substantial changes, as described in Section 15 of this Agreement, shall be determined by the CONTRACTOR. CONTRACTOR shall obtain authorization from COUNTY should CONTRACTOR desire to make substantial changes to fares, routes, services, schedules, and transfer privileges.

4. Personnel: CONTRACTOR shall at all times provide sufficient personnel to render the public bus transportation services as provided for herein. CONTRACTOR shall hire, supervise, and discharge all personnel involved in the operation of said bus transit system.

CONTRACTOR shall make all reasonable efforts to insure that bus operators are thoroughly qualified in the operation of transit vehicles, present a neat appearance and conduct themselves in a courteous, efficient manner. CONTRACTOR shall compensate all personnel, and shall pay all state, federal and local employment taxes and any benefits or other compensation due said personnel by virtue of their employment. It is expressly understood that the relationship between COUNTY and CONTRACTOR shall be that of independent CONTRACTOR and that the relationship of employer and employee shall exist only between CONTRACTOR and said personnel.

Except for COUNTY employees designated by the COUNTY Administrative Officer, only CONTRACTOR's employees shall be allowed to operate bus transit system vehicles unless CONTRACTOR and COUNTY shall in advance consent to operation of a vehicle by a third party.

All bus operators shall have a valid Class B vehicle operator's license issued by the State of California, and shall meet all applicable local, state and federal requirements for operation of transit vehicles. CONTRACTOR shall, at CONTRACTOR's expense, maintain Worker's Compensation insurance to cover all personnel during their employment by CONTRACTOR.

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

6. Vehicles: COUNTY shall, at COUNTY's expense, provide a minimum of two (2) transit vehicles for the operation of the fixed route service. All transit vehicles shall be equipped to conform to all applicable laws, rules, and regulations, and the cost of any alterations or modifications that may be necessitated by a change in any law, rule, or regulation shall be assumed by the COUNTY.

COUNTY owned vehicles shall be used only on routes covered by this Agreement, and for no purpose other than transporting passengers on said routes unless otherwise authorized by the COUNTY Administrative Officer or designee.

7. Maintenance: CONTRACTOR shall service and maintain all COUNTY owned vehicles used in the operation of the bus transit system and shall at all times keep the vehicles in a neat and clean condition. Said equipment shall be maintained in accordance with the maintenance specifications as specified by the manufacturer and to the satisfaction of the California Highway Patrol. CONTRACTOR shall provide for, and bear the cost of, periodic lubrication of the buses, cleaning the exterior and interior of the vehicles, providing fuel, tires, oil, and other maintenance not otherwise specifically provided for herein. In addition, CONTRACTOR shall be required to perform the following:

Keep such maintenance records as deemed appropriate by COUNTY. Such records shall include records of all maintenance and checks performed on vehicles, listed according to date, mileage, and engine hours. CONTRACTOR shall maintain records showing total maintenance costs, labor time, operating costs, and periods of out of service for each vehicle.

8. Repairs of COUNTY-owned Vehicles: Repairs to COUNTY-owned vehicles necessitated by collision with fixed or non-fixed objects will be borne by CONTRACTOR; provided, however, that if such repair costs over \$500.00, CONTRACTOR will pay the first \$500.00, and COUNTY will pay the portion over \$500.00. Repairs necessitated by causes other than collision and costing over \$250.00 per occurrence will be paid as follows:

CONTRACTOR will pay the first \$250.00, and the COUNTY will pay the cost of repairs in excess of \$250.00. CONTRACTOR will pay the full cost of such repairs as are caused by faulty maintenance by CONTRACTOR. All repairs in excess of \$250.00 necessitated by any cause shall be approved by COUNTY before being made. Repairs covered under this section include, but are not limited to, collision, and those non-scheduled repairs which are not part of a regular maintenance schedule as described in Section 7.

Repair costs borne by the COUNTY are included in the Compensation amount as specified in Section 25 of this agreement. CONTRACTOR is not entitled to any payments for repairs exceeding those amounts.

9. Operations Data: Within 10 days from the close of each month, CONTRACTOR shall establish, maintain, and submit to the COUNTY a record for each bus transit system route which shall contain the following information:

- a. Fare Revenue for each route (to be tabulated on a daily basis);
- b. Total Ridership by route, day, trip, number, and fare category, including transfers;
- c. Vehicle Revenue Service Hours by route, day, and vehicle;
- d. Vehicle Revenue Service Miles by route, day, and vehicle;
- e. Service Breaks Summary of breakdowns, road calls, missed trips, and delays over thirty (30) minutes, by trip number;
- f. Complaints, Compliments, Service Requests Refused;
- g. Vehicle and Passenger Accidents;

- h. Vault Count Summary by route, day, and vault number;
- i. Other Data in addition to the aforementioned records, CONTRACTOR shall provide such other data which is reasonable necessary for COUNTY to evaluate service efficiency and effectiveness of COUNTY's bus transit system.

In addition CONTRACTOR shall submit a six-month report by March 31 and annual report by September 30 of each year to the COUNTY that includes a statement of revenue and expenses (actual vs. budgeted), balance sheet, analysis of change in retained earnings, statement of sources and application of funds.

10. Bus Stops: COUNTY shall install bus stops and shelters as COUNTY shall deem necessary for the operation of the fixed route service on all routes. Stops shall be marked by painted curbs, signs, or other means of identification as COUNTY shall determine. All such identifications stops shall be adequate length to permit vehicles to stop parallel to the curb. Once installed COUNTY shall be responsible for cleaning of all bus shelters; COUNTY shall be responsible for repairs resulting from vandalism or accidents which are not the fault of the CONTRACTOR.

11. Records, Accounts, Data: CONTRACTOR shall keep and maintain accurate records and accounts of all receipts and expenditures, evidence of indebtedness and credit, and transactions relating to its administration and management of COUNTY's bus transit system. CONTRACTOR shall make available to COUNTY for inspection at COUNTY's demand, all such records and accounts. CONTRACTOR shall provide an independent audit by a certified public accountant annually.

COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the COUNTY or as part of any audit of the COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

12. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY rules and ordinances related to services provided under this Agreement. CONTRACTOR shall maintain records for a period of at least 5 (five) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 5 (five) year period, then CONTRACTOR shall retain said records until such action is resolved.

13. Control of Vehicles: CONTRACTOR's drivers shall have exclusive control of COUNTY's vehicle while in operation of any regularly established route or for other purposes authorized by COUNTY. The drivers may, in their discretion, refuse transportation to any disorderly person or to any person who fails to abide by the rules and regulations of COUNTY, or who, while riding on said vehicle, violates any local, state, or federal law.

COUNTY shall have the right to use COUNTY owned transit vehicles for excursion and charter purposes provided such dose not conflict with operation of the transit system. COUNTY shall notify CONTRACTOR not less than twenty four (24) hours prior to notice of its intent to use COUNTY-owned transit vehicles for excursion, charter, of designated public relations purposes.

14. Inability to Perform: The parties hereto shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, other acts of God, explosion, strike, war, insurrection, riot, acts of government, and/or any other causes similar to the foregoing which are beyond the control of, and not the fault of the party claiming excuse of performance hereunder, provided, however, the party claiming excuse of performance hereunder shall, within five (5) days after such party has noticed of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse of performance under this paragraph.

In the event CONTRACTOR is excused from the performing its obligations hereunder for any of the aforesaid reasons, COUNTY may, at COUNTY's absolute discretion, perform all such obligations itself without liability to CONTRACTOR therefore. Further, and notwithstanding the provisions of Paragraphs 27 and 28, in the event CONTRACTOR be excused from performing its obligations hereunder for any of the aforesaid reasons, COUNTY shall have the option to terminate this Agreement at any time during such a period of non performance by giving the CONTRACTOR written notice thereof not less than seven (7) days prior to the effective date of such termination, which effective date shall be set forth in said notice.

15. Responsibility for Services Changes: The COUNTY reserves the right to make changes to the Southern Humboldt Transit System policies including but not limited to fares, routes, and schedules, without a renegotiation of the rates except as specified below.

Excepting emergency situations, said changes shall be by written notice from the COUNTY to the CONTRACTOR. CONTRACTOR shall make changes as requested within fifteen (15) days of receipt of notice. The COUNTY, however, will endeavor to provide CONTRACTOR with at least thirty (30) days notice.

Any proposed change in the service level shall be deemed a "substantial change" if such results in any one or more of the following conditions:

- a. An increase of ten percent (10%) or more in total revenue vehicle service hours system-wide, as computed from the Basic Service Level;
- b. A decrease of twenty percent (20%) or more in total revenue vehicle service hours system wide, as computed from the Basic Service Level;
- c. A change in the number of buses CONTRACTOR is required to operate and maintain as a result of service changes;
- d. The addition or deletion of an entire route.
- e. After the initial adjustments made to a new route during the first six (6) months of operation, the cumulative total of non-substantial changes over a period of time which results in a service level of either fifteen percent (15%) above or fifteen percent (15%) below the established basic service level.

CONTRACTOR shall be given no less than fifteen (15) days written notice of the intent to order such substantial changes, and shall have an opportunity to be heard prior to the adoption of such order. Such order shall not be effective sooner than thirty (30) days from the date of adoption, unless mutually agreed otherwise in writing by both parties.

Any substantial change to the service level, as defined above, shall cause the amount of compensation provided for in Section 25 of this Agreement to be adjusted to compensate for any increase or decrease in the cost to CONTRACTOR through a written amendment approved by the Board of Supervisors.

16. Non-Discrimination: CONTRACTOR shall not discriminate in any activity pursuant to this Agreement on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.

17. Conflict of Interest: CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this Agreement.

18. Entire Agreement: This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties. CONTRACTOR shall be entitled to no other benefits other than those specified herein. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

19. No Assignment of Subcontracting: Neither this Agreement or any portion shall be assigned or subcontracted out by CONTRACTOR without prior written consent of COUNTY.

20. No Waiver of Default:

A. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

21. Interpretation: This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the

provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

22. Governing Law and Venue: This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.

23. Advertising: COUNTY shall have the exclusive right to the place advertising on the exterior and interior of COUNTY's buses. COUNTY shall be entitled to all revenue derived from the aforementioned advertising. At the request of COUNTY, CONTRACTOR shall install advertising on, or remove such advertising from COUNTY's buses.

24. Accounting for Fares: CONTRACTOR will remove locked cash vaults from the Southern Humboldt Transit System buses on a daily basis and count and record the contents of each vault. The fares collected in said vaults will be credited to the Southern Humboldt Transit System on a monthly basis. A report will accompany the monthly payment of fares to the COUNTY and will contain the following information for each operating day of each month: route, cash fares collected, ticket sales, pass sales, as well as any other type of fare collected. Such reports will be made available to the COUNTY by the tenth (10<sup>th</sup>) day of each month or upon request by COUNTY.

25. Compensation: Compensation shall be paid to CONTRACTOR by COUNTY, pursuant to the Transportation Development Act (TDA) funding procedures. County's obligation to provide funding is contingent upon execution of the TDA Agreement, and receipt by County of sufficient TDA funds. Total annual compensation shall not exceed the amount specified below:

- a. For the period of January 1, 2012 – June 30, 2013 COUNTY will pay CONTRACTOR for the performance of the service set forth in this Agreement \$440,000.
- b. For the period of July 1, 2013 – June 30, 2014 COUNTY will pay CONTRACTOR for the performance of the services set forth in this Agreement \$453,200.
- c. For the period of July 1, 2014 – June 30, 2015 COUNTY will pay CONTRACTOR for the performance of the service set forth in this Agreement \$466,796.

Any carryover from the previous year's Southern Humboldt Transit System operation will be rolled over to assist with operating expenses for the following year. Any carryover from the Southern Humboldt Transit System operation at the end of the contract term will be returned to the COUNTY once that number has been confirmed by the annual performance audit. Unanticipated increases in the cost of operating Southern Humboldt Transit System will be compensated only after action by the Board of Supervisors.

Should the Board of Supervisors not approve of additional compensation to CONTRACTOR for an increase in costs over the amount of the Agreement, CONTRACTOR shall have the option of terminating this Agreement as provided by Section 26. Following notice of termination CONTRACTOR shall continue operation of

bus transit system until COUNTY finds a replacement CONTRACTOR, provided COUNTY agrees to compensate CONTRACTOR for addition costs in the interim.

26. Termination for Cause: All of the terms and conditions of this Agreement are considered material and in the event either party defaults in the performance of any of the covenants of agreements to be kept, done or performed by it under the terms of this Agreement, and written notice by mail or by personal service of said default is given to the other party within ten (10) calendar days of the date of default setting forth the nature of the default, and that party fails, neglects or refuses for a period of thirty (30) calendar days thereafter to remedy said default, then the other party without further notice and without suit or other proceedings may cancel this Agreement. In the event of the termination of this Agreement by breach of default by CONTRACTOR as hereinabove specified, or any of the provisions of this Agreement, COUNTY shall have the right forthwith to take possession of all COUNTY-owned transit vehicles, equipment and supplies. In the event of any major breach of the maintenance requirements set forth in Section 7 herein and upon refusal of CONTRACTOR to remedy said breach after ten (10) calendar days written notice thereof, COUNTY reserves the right to remedy the maintenance deficiencies and charge CONTRACTOR the cost of said remedy. It being further provided, however that in the event that any notice provided for in this paragraph is given to CONTRACTOR for an alleged breach of agreement and CONTRACTOR believes that it has remedied such breach but such remedy has been questioned by COUNTY, then in such event, the issue as to whether a violation of said Agreement has occurred or the breach of Agreement has been remedied shall be first discussed between the parties and a resolution of the disputed attempted.

Any failure of CONTRACTOR to perform its obligations under this Agreement caused by earthquakes, fire, flood, strikes, or riots beyond the control of the CONTRACTOR shall not be deemed a default under the provisions of this section.

27. Termination Without Cause: The parties hereto at any time shall have the option to terminate this Agreement without cause by giving not less than 180 days written notice thereof to the other party. In the even of termination hereunder, further respective obligations of the parties hereto shall cease as of the effective date of termination.

28. Bankruptcy, Receivership or Insolvency: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR, or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of this Agreement by CONTRACTOR and shall at the option of COUNTY terminate this Agreement and the license and privileges granted therein. CONTRACTOR shall be responsible to immediately notify COUNTY is any of these events occur.

29. Insurance: This Agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt COUNTY Boards of Supervisors.

Without limiting CONTRACTOR's indemnification provided here, CONTRACTOR shall and shall require any of its subCONTRACTORs to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with



insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents employees or sub-CONTRACTORS:

- a. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$2,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be \$4,000,000. Said policy shall contain, or be endorsed with, the following provisions:
  - i. The COUNTY, its officers, employees and agents are covered as additional insured for liability arising out of the operations performed by of on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, agents, and employees.
  - ii. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by mail.
  - iii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  - iv. For claims related to this project, the CONTRACTOR's insurance is primary coverage to the COUNTY, and any insurance of self insurance programs maintained by the COUNTY are excess to CONTRACTOR's insurance and will not be called upon to contribute with it.
  - v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.
- b. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by mail.
- c. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

- d. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY shall notify CONTRACTOR in writing and CONTRACTOR shall have thirty (30) days from the date of written notification to cure such lapse to COUNTY's reasonable satisfaction. If CONTRACTOR does not cure such lapse, COUNTY may, in addition to other remedies under this Agreement, suspend or terminate this Agreement. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall with insurance carriers acceptable to COUNTY.

30. Defense and Indemnification.

A. Hold Harmless, Defense and Indemnification. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless COUNTY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

B. Exceptions. CONSULTANT is not required to indemnify or defend INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the COUNTY.

C. Immediate Duty. CONSULTANT'S duty to indemnify, defend and hold harmless the INDEMNITEES arises immediately at the time that any CLAIM is alleged against INDEMNITEES, whether or not such CLAIM includes allegations of negligence (active or passive) or willful misconduct by INDEMNITEES, and whether or not such CLAIM is groundless, false or fraudulent. Said duty continues until a court of competent jurisdiction determines with finality that the CLAIM did not arise out of, pertain to, or relate to the performance of this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors, and/or that the CLAIM was entirely caused by the sole negligence, or willful misconduct of the COUNTY.

D. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMs alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

31. Return of Equipment upon Termination: Upon termination of this Agreement, CONTRACTOR shall return to COUNTY all vehicles, equipment and supplies owned by COUNTY and used in the operation of the bus system. Such vehicles shall be in a good operating condition, reasonable and normal wear and depreciation excepted.

32. Independent Contractor: It is understood that CONTRACTOR is an independent contractor and not an agent of employee of COUNTY. COUNTY shall not exercise discretion or control over the professional manner in which CONTRACTOR'S performs work or services under this Agreement. The sole interest of COUNTY is to insure that the work or services are performed in a competent, efficient, and satisfactory manner. CONTRACTOR shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONTRACTOR were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONTRACTOR'S compensation. CONTRACTOR shall not be eligible for coverage under COUNTY'S workers' compensation insurance plan nor shall CONTRACTOR be eligible for any other COUNTY benefit.

33. Source of Funds: The COUNTY shall compensate the CONTRACTOR with monies from the COUNTY's Transit Fund, and no other COUNTY funds shall be used to fund this Agreement.

34. CONTRACTOR's Failure to Perform Scheduled Service Runs:

- a. CONTRACTOR agrees that strict adherence to the fixed route schedule of operations in rendering the public service is of primary importance. In the event that vehicle service hours are not provided by the CONTRACTOR, no payment will be made for any vehicle service hours not performed. If a nonconformance to a schedule is determined by the COUNTY to have been caused by special circumstances, the above provision may be waived by COUNTY at its option.
- b. The continued failure of the CONTRACTOR to adhere to the schedule of operations shall constitute a breach of the Agreement which shall be grounds for termination of the Agreement.

35. Promotion: Promotion of the Southern Humboldt Transit System and printing of tickets, schedules, and brochures shall be at the expense of the COUNTY. The expense of printing of tickets, schedules and brochures is included in the contract amount of this agreement.

35. Overhead Allocation: CONTRACTOR will adjust overhead allocation rates charged to COUNTY based on the addition or deletion of services provided or administered by CONTRACTOR for other entities.

Overhead allocation rates are included in the Compensation amount as specified in Section 25 of this Agreement.

36. Grant Applications: CONTRACTOR shall prepare all state and federal applications for grant funds for capital procurement and operating assistance for COUNTY's bus system. COUNTY shall provide necessary COUNTY Board resolutions authorizing such grant applications and shall publish all public notices required for the submission of such grant applications. COUNTY shall also provide any information or data which CONTRACTOR does not have access to as required for the submission of such grant applications. COUNTY shall designate an authorized agent to execute such grant agreements, state, and/or federal contracts.

37. Representative on Committees: CONTRACTOR shall act as a representative for the COUNTY on the following committees: HCAOG Technical Advisory Committee; Social Services Technical Advisory Committee; Services Coordination Committee.

38. Transportation Development Plan: Every five years, beginning in 2012, CONTRACTOR shall secure grant funding and thereafter solicit consulting services, be sending out Request for Proposals to qualified consulting firms, for the preparation of a Transportation Development Plan for the Southern Humboldt Transit System.

39. Nuclear Free Zone Clause: CONTRACTOR certifies by its signatures below that none of them is a Nuclear Weapons Contractor, in that none is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt COUNTY Ordinance. Each agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminated this Agreement if it determines that the foregoing certification is false or if any party becomes a Nuclear Weapons Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above set forth.

DATED:

COUNTY OF HUMBOLDT:

HUMBOLDT TRANSIT  
AUTHORITY

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Chairman, HTA Governing Board

\_\_\_\_\_  
Title:

APPROVED AS TO FORM:

BY:

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Risk Manager

## SOUTHERN HUMBOLDT SERVICE

### A. FIXED ROUTE LOCAL BUS

1. There will be several stops in Garberville and Redway, one stop in downtown Phillipsville (north and south), one stop in Miranda (north and south).
2. The bus will operate on a regular schedule from Monday to Friday.
3. Special Service due to disability is available after completion of ADA Paratransit Eligibility Requirements. Door-to-door bus service will be offered only by reservation 24-hours in advance of planned trip.
4. Cash Fares:
  - 4.1 Regular: \$1.50
  - 4.2 Reduced: \$1.25
  - 4.3 There will be a 50-cent surcharge for door-to-door service in the addition to the regular fare.
5. Transit Pass Fares:
  - 5.1 Regular: \$1.10
  - 5.2 Reduced: \$0.85
  - 5.3 \$10 Transit Pass
  - 5.4 \$20 Transit Pass

### B. INTERCITY BUS

1. There will be several stops between Garberville and Bayshore Mall
2. The bus will operate on a regular schedule from Monday to Friday.
3. Cash Fares:
  - 3.1 Regular: \$5.00
  - 3.2 Reduced: \$4.50
4. Transit Pass Fares:
  - 4.1 Regular \$3.50
  - 4.2 Reduced: \$3.00
  - 4.3 \$10 Transit Pass
  - 4.4 \$20 Transit Pass
5. Unlimited Rides Month Pass
  - 5.1 Regular: \$100.00
  - 5.2 Reduced: \$90.00



**HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS**

611 I Street, Suite B  
Eureka, CA 95501  
<http://www.hcaog.net>

May 1, 2012

Greg Pratt  
General Manager, Humboldt Transit Authority  
133 'V' Street  
Eureka, CA 95501

Dear Greg,

On behalf of myself and the HCAOG staff, I would like to begin this letter with a note of appreciation for you and your staff. We have undergone a number of changes in the past couple of years and appreciate your patience and partnership on a number of transit projects. It is a pleasure working with everyone at HTA. In particular, your readiness to join the Social Service Transportation Advisory Committee has been key in improving coordination and cooperation with transit users in the region.

The California Transportation Development Act (TDA) provides funding annually for public transportation. HCAOG, as the Regional Transportation Planning Agency (RTPA) for Humboldt County, administers the TDA funds. In August of 2011, HCAOG adopted, by resolution, findings regarding the existence of "unmet transit needs" and determinations on whether or not identified needs are "reasonable to meet". As transit is the priority use of these funds, the unmet transit needs determination must be met before allocating TDA funds for non-transit (i.e., streets and roads or non-regional bike and ped) purposes. The HCAOG Board made the finding that a fixed-route service on Saturdays to Willow Creek and Sunday service on the Redwood Transit Service main line (Trinidad to Scotia) were reasonable to meet.

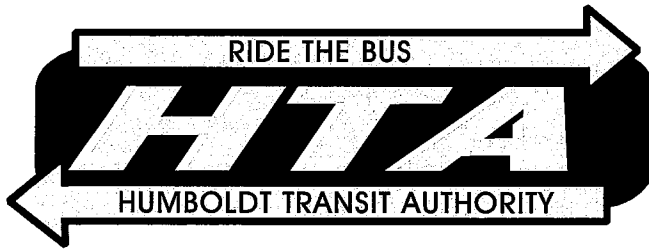
Of these two needs, Saturday service to Willow Creek is currently fundable based on the history of the County's share of TDA funds used on non-transit projects. In previous discussions, July 1, 2012 was provided as a tentative start date for this service. I am requesting a confirmation of this date. If this service cannot be provided in the next fiscal year, only the amount required to fund the service will be held in the County Auditor Controller office until such a time that the service can begin. This month, HCAOG will be considering the allocation of regional transit funds to enable the implementation of Sunday service on the Redwood Transit Service main line.

Thank you again for your assistance and leadership in our transit system. Please do not hesitate to call me with any questions. I am also available to attend your Board meeting if necessary.

Sincerely,

Marcella Clem  
Executive Director

**Action Recommended: Direct Staff to implement Saturday Service on the Willow Creek Extension beginning on July 7, 2012**



*A Public Entity Serving  
Humboldt County Since 1976*

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

(707) 443-0826

TO: Chairperson Atkins  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 23, 2012

SUBJECT: Joint Power Agreement (JPA) Shared Cost

The JPA states "the cost sharing formula provided herein shall, on request of any party hereto, be renegotiated among the parties to more accurately reflect their respective populations."

At the January 2012 Regular HTA Board Meeting, Councilmember Michael Winkler from Arcata has requested that the Humboldt Transit Authority update the Joint Powers Agreement to reflect data from the 2010 Census.

The board directed staff to work with HCAOG to have the Service Coordination Committee (SCC) and the Technical Advisory Committee (TAC) give their recommendation to the HTA Board. Both Committees recommended that the Humboldt Transit Authority base the JPA amounts from table 3. (see attached)

***Action Recommended: Review, Discuss and Direct Staff.***

Table 1. Current Assessment

Jurisdiction	Current Assessment (%)	Current Cost to Jurisdiction
City of Arcata	13.10%	\$ 141,428
City of Eureka	25.60%	\$ 276,379
City of Fortuna	8.10%	\$ 87,448
City of Rio Dell	2.80%	\$ 30,229
City of Trinidad	0.40%	\$ 4,318
County of Humboldt	50.00%	\$ 539,803
<b>TOTAL</b>	<b>100.00%</b>	<b>\$ 1,079,606</b>

Table 2. Assessment based on current population

Jurisdiction	Current Population Data	Assessment based on current population (%)	Cost to Jurisdiction	Difference compared to current assessment
City of Arcata	17,318	13.06%	\$ 140,976	(452.71)
City of Eureka	27,283	20.57%	\$ 222,095	(54,284.25)
City of Fortuna	11,977	9.03%	\$ 97,498	10,049.64
City of Rio Dell	3,382	2.55%	\$ 27,531	(2,698.09)
City of Trinidad	368	0.28%	\$ 2,996	(1,322.75)
County of Humboldt	72,295	54.51%	\$ 588,511	48,708.16
<b>TOTAL</b>	<b>132,623</b>	<b>100.00%</b>	<b>\$ 1,079,606</b>	<b>(0.00)</b>

Table 3. Assessing the cities based on current population, holding the County at 50%

Jurisdiction	Current Population Data	Assessment based on current population (%) w/County held at 50%	Cost to Jurisdiction	Difference compared to current assessment
City of Arcata	17,318	14.35%	\$ 154,958	13,529.65
City of Eureka	27,283	22.61%	\$ 244,123	(32,256.25)
City of Fortuna	11,977	9.93%	\$ 107,168	19,719.74
City of Rio Dell	3,382	2.80%	\$ 30,261	32.50
City of Trinidad	368	0.30%	\$ 3,293	(1,025.63)
County of Humboldt	N/A	50.00%	\$ 539,803	0.00
<b>TOTAL</b>	<b>60,328</b>	<b>100.00%</b>	<b>\$ 1,079,606</b>	<b>(0.00)</b>



Section 6.3. Restrictions on Exercise of Powers. Such powers shall be exercised as provided in the Act and shall be subject, in accordance with Section 6509 of the Act, to such restrictions upon the manner of exercising such powers as are imposed upon County in the exercise of similar powers.

Section 6.4. Obligations. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligation of any party to this Agreement.

Section 6.5. Advances of Funds. On request of the Governing Board, any party hereto may advance its public funds to the Authority for the purpose of meeting the Authority's operating expenses. Any such advance of funds shall be repaid by the Authority from revenues as they become available.

#### ARTICLE VII - COSTS

Section 7.1. Shared Costs. All costs which were properly budgeted and which were incurred by the Authority in connection with the operation of the Redwood Transit System, less fare box revenues and other sources of funds, shall be shared by the parties on the following basis: County fifty percent (50%) and participating cities fifty percent (50%). The portion to be paid by each city shall be determined by its population relative to the other participating cities, as shown by the latest U.S. Census or by another source of official population data designated by the Governing Board. In the event that the population of the unincorporated area of the County increases or decreases five percent (5%) or more from such population as shown by the

1980 U.S. Census, the cost sharing formula provided for herein shall, on request of any party hereto, be renegotiated among the parties to more accurately reflect their respective populations.

Section 7.2. Non-Shared Costs. The Authority and any party hereto may enter into a contract for transit services to be provided by the Authority which are not otherwise provided for in the budget adopted by the Authority for operation of the Redwood Transit System. Any costs incurred by the Authority in providing such contract services shall be the sole responsibility of the party requesting such services, and the terms of payment and other terms for the provision of such services shall be as provided in said contract.

Section 7.3. Source of Funds. Each party hereto shall individually determine whether to pay its share of the costs determined in accordance with Sections 7.1 and 7.2 of this Article from Mills-Alquist-Deddeh Act allocations or from other appropriate fun

#### ARTICLE VIII - ADDITIONAL MEMBERS

Section 8.1. Additional Members. Additional general purpose governments within the County may become parties to this Agreement on approval of the parties hereto and on such terms and conditions as are mutually agreed upon. Any new member will be represented on the Board by the addition of one (1) member and one (1) alternate, as provided in Section 3.2 hereof.

#### ARTICLE IX - TERMINATION

Section 9.1. Term. This Agreement shall become effective on