

Board of Directors
NATALIE ARROYO
City of Eureka
REX BOHN
County of Humboldt
STEVE LADWIG
City of Trinidad
JULIE WOODALL
City of Rio Dell
PAUL PITINO
City of Arcata
TAMI TRENT
City of Fortuna
MIKE WILSON
County of Humboldt

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



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

Wednesday, March 27, 2019 9:00 AM Regular Meeting

A. Call Meeting To Order

B. Roll Call & Introductions

C. Community Members Communication
Members of the community are invited to comment on items or issues not on the agenda.

D. Special Presentations

E. Consent Calendar
By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the consent calendar upon request and will be heard separately.

1. Minutes from the February 27, 2019 Regular Board Meeting Page 03
Action Recommended: Approve minutes
2. January statistics and financial statements for all systems operated by HTA Enclosed
Action Recommended: Receive and file

F. Items Removed from Consent Calendar

G. New Items

1. 2017/2018 Fiscal & Compliance Audit Audit Enclsod
Pursuant to the Transportation Development Act Section 99260; the California Administrative Code; and, the rules and regulations of the Humboldt County Association of Governments, the Humboldt Transit Authority is audited on an annual basis to determine compliance with the same. The audit is conducted in accordance with Government Auditing Standards issued by the Controller General of the United States and the provisions of Office of Management and Budget Circular A-128, Audits of State and Local Government, to obtain reasonable assurance about whether the financial statements are free of material misstatement. A representative from the firm Anderson, Lucas, Somerville, & Borges will be present at this meeting to review the audit and answer any questions from board members or the public.
Action Recommended: Receive, review, discuss and direct staff prepare the necessary responses.
Attachments: Draft Audit

5. Low Carbon Transit Operators Program (LCTOP) Grant Page 05
Staff is recommending submitting an application to LCTOP to apply for funds available to our region for transit improvement projects.
Action Recommended: Adopt resolution 19-02 authorizing application for LCTOP grant funds and authorize the General Manager to execute all required documents of the LCTOP.
2. Agreement between the Humboldt Transit Authority, City of Arcata, County of Humboldt and the Humboldt County Association of Governments Regarding Dial-A-Ride Services Operating and Administrative Cost-Sharing. Page 09
Staff has prepared a funding agreement for Dial-A-Ride services in the region. The proposed allocations from the member entities have changed but the total operating amount for the contract will remain the same as the prior year.
Action Recommended: Approve the Agreement between the Humboldt Transit Authority, city of Arcata, County of Humboldt and the Humboldt County Association of Governments Regarding Dial-A-Ride Services Operating and Administrative Cost-Sharing.
3. Tish Non-Village Transit Page 20
Staff was recently notified by Humboldt County Public Works that they are terminating the contract for services for the Tish Non-Village Bus Transit System due to its performance not meeting the minimum requirement.
Action Recommended: Direct staff to notify the public of bus service ending for Tish Non-Village on June 30, 2019 and to make preparations to the serve the residents of Fernbridge, Loleta, and Palmer Blvd. on July 1, 2019.

- H. Board Communications
- I. Staff Communications
- J. 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

February 27, 2019

ROLL CALL

PRESENT

Board Members

Paul Pitino, City of Arcata

Tami Trent, City of Fortuna

Steve Ladwig, City of Trinidad

Mike Wilson, County of Humboldt

Natalie Arroyo, City of Eureka

Julie Woodall, City of Rio Dell

ABSENT

Rex Bohn, County of Humboldt

Staff

Greg Pratt, General Manager

Brenda Fregoso, Secretary to the Board

Alene Webb, Finance Manager

Consuelo Espinosa, ADA & Safety Coordinator

Brian Connors, Operations Manager

Jim Wilson, Director of Maintenance

Also, in attendance were: Nancy Diamond, HTA Legal Counsel; Brian Heaton, Lane Millar, Rob Holmlund, City of Eureka; Oona Smith, HCAOG; Catherine Sundquist, CAE Transport, Inc.

CALL TO ORDER

Chairperson Pitino called the meeting to order at 8:58 a.m. Introductions were made.

COMMUNITY MEMBERS COMMUNICATION

None

SPECIAL PRESENTATIONS

Brian Heaton with the City of Eureka gave the board a presentation on several topics associated with the City's upcoming zoning code updates.

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 Arroyo to approve the Consent Calendar.

Motion carries unanimously

1. Minutes from the January 23, 2019 Regular Board Meeting

Action Recommended: Approve minutes

2. December 2018 statistics and financial statements for all systems

Action Recommended: Receive and file

Items removed from the Consent Calendar

None

NEW BUSINESS

None

OLD BUSINESS

None

Board Reports

None

Staff Communications

General Manager Greg Pratt gave the board a brief update on Tish Non-Village Transit Service and the Danco Samoa Transportation.

Meeting adjourned at 9:56 a.m.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Pitino
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: March 27, 2019

SUBJECT: Low Carbon Transit Operations Program (LCTOP)

LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862 (SB 862). The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions.

Staff was notified by the Humboldt County Association of Governments (HCAOG) that there was \$251,170 in LCTOP funds available to the region and \$50,327 to Humboldt & Eureka Transit for projects that will reduce greenhouse gases. Below is a summary of projects being applied for:

Increased Frequency on RTS: In an effort to make public transit more convenient to the public, this project will reduce the wait times between CR & HSU from 30 minutes down to a bus running every 15 minutes during peak hours. Also the last north and southbound run of the night will be extended from 10:15 pm to 12:30 am. The target date to start these services is January 1, 2020 and will operate one year as a pilot program.

Total Requested: \$201,170

Ticket Vouchers: This project will distribute free transit vouchers, raise awareness of existing routes, and promote the agencies cellular phone bus fare application.

Total Requested: \$90,327

Action Recommended: Adopt resolution 19-02 authorizing application for LCTOP grant funds and authorize the General Manager to execute all required documents of the LCTOP.



FY 2018-2019 LCTOP

Resolution #19-02

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT(S):

Ticket Vouchers: \$90,687

New Expanded & Enhanced Transit Service: \$201,170

WHEREAS, the Humboldt Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Humboldt Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Greg Pratt, General Manager.

WHEREAS, the Humboldt Transit Authority wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Directors of the Humboldt Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Greg Pratt, General Manager be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Directors of the Humboldt Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2018-19 LCTOP funds:



FY 2018-2019 LCTOP

List project(s), including the following information:

Project Name (1): Ticket Vouchers

Amount of LCTOP funds requested: \$90,687

Short description of project: This project will distribute free transit vouchers to raise awareness of existing routes.

Benefit to a Priority Populations: Offer “free fare days” so residents in the community will be encouraged to try public transportation. The LCTOP will allow all potential riders to try transit without any financial hardship on the low income community.

Contributing Sponsors: Humboldt County Association of Governments, City of Fortuna, City of Eureka

Project Name (2): New Expanded & Enhanced Transit Service

Amount of LCTOP funds requested: \$201,170

Short description of project: This project will provide increased frequency of transit service during peak hours as well as enhancing service by operating later hours during the week.

Benefit to a Priority Populations: Increasing frequency and operating later during the week will give the public more options in finding bus times that will coordinate with their class schedule, work schedule, and medical appointments.

Contributing Sponsors: Humboldt County Association of Governments

PASSED, APPROVED, AND ADOPTED by Humboldt Transit Authority of Humboldt County, State of California, at a regular meeting of the Governing Board of Directors held on Wednesday, March 27, 2019 by the following vote:

AYES:

NOES:

ABSENT:

AGENCY BOARD DESIGNEE:

BY: _____

ATTEST:

BY: _____

Division of Rail and Mass Transportation
Low Carbon Transit Operations Program



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

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

TO: Chair Pitino
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: March 27, 2019

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

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

This last year, HTA Staff consolidated zones, implemented a new dispatch software, and streamlined the Contract for Services. Over the last two months, staff has met with representatives from the City of Arcata, the County of Humboldt and the Humboldt County Association of Governments to come to an equitable agreement for a cost sharing methodology. (*Attachment 1*)

Every February, staff will compile the data from the past calendar year to determine the registered users and how many trip origins from each funding source took place for the upcoming fiscal year. Because the numbers will fluctuate from year to year, agencies wanted more time for budget planning.

The proposed contract is for a one-year term beginning July 1, 2019 with no increase for services.

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

Attachment 1

\$ 790,440.00 OPERATING COST 18/19

\$ 82,000.00 18/19 Projected Fares

CURRENT METHODOLOGY					
LTF CONTRIBUTION			FARE DISTRIBUTION		
ENTITY	CURRENT	CURRENT	CURRENT	CURRENT	TOTAL CONT.
ARCATA	\$53,815	6.81%	\$7,652	9.50%	\$46,163
ARCATA COUNTY	\$81,263	10.28%	\$4,752	5.90%	\$76,511
EUREKA	\$420,480	53.20%	\$42,483	52.72%	\$377,997
EUREKA COUNTY	\$155,520	19.68%	\$4,722	5.86%	\$150,798
HCAOG	\$68,000	8.60%	\$20,973	26.03%	\$47,027
FARES	<u>\$11,362</u>	<u>1.44%</u>			<u>\$11,362</u>
TOTALS	\$790,440	100.00%	\$80,582	100.00%	\$709,858

CURRENT RIDERSHIP DATA (ROUTEMATCH) COMBINED AVERAGE					
REGISTERED USERS IN SPECIFIC ZONES			RIDES ORIGINATED FROM REGISTERED ADDRESS		
ENTITY	REGISTERED USERS		PASSENGER RIDES		AVG
ARCATA	91	9.50%	2646	10.53%	10.03%
ARCATA COUNTY	86	8.98%	1927	7.67%	8.32%
EUREKA	534	55.74%	15125	60.21%	57.97%
EUREKA COUNTY	129	13.47%	1668	6.64%	10.05%
HCAOG	<u>118</u>	<u>12.32%</u>	<u>3756</u>	<u>14.95%</u>	<u>13.63%</u>
TOTALS	958	100.00%	25,122	100.00%	100.00%

PROPOSED					
LTF CONTRIBUTION			FARE DISTRIBUTION		
ENTITY	PROPOSED	LTF	PROPOSED	FARES	FAREBOX REC.
ARCATA	10.03%	\$79,281	10.03%	\$8,225	10.37%
ARCATA COUNTY	8.32%	\$65,765	8.32%	\$6,822	10.37%
EUREKA	57.97%	\$458,218	57.97%	\$47,535	10.37%
EUREKA COUNTY	10.05%	\$79,439	10.05%	\$8,241	10.37%
HCAOG	13.63%	\$107,737	13.63%	\$11,180	10.37%
TOTALS	100.00%	\$790,440.00	100.00%	\$82,003	

PROPOSED LTF/FARES IMPACTS			
ENTITY	CURRENT LTF - FARES	PROPOSED LTF - FARES	DIFFERENCE
ARCATA	\$46,163	\$71,057	\$24,893.53
ARCATA COUNTY	\$76,511	\$58,942	-\$17,568.79
EUREKA	\$377,997	\$410,683	\$32,685.67
EUREKA COUNTY	\$150,798	\$71,198	-\$79,599.78
HCAOG	\$47,027	\$96,557	\$49,529.94

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

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

This Agreement Regarding Dial-a-Ride Services Operating and Administrative Cost-sharing is made as of the date of the last party signing below by and among the Humboldt Transit Authority, a joint powers public agency of the State of California (hereinafter referred to as “HTA”), the City of Arcata, a municipal corporation of the State of California (hereinafter referred to as “ARCATA”), the County of Humboldt, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and the Humboldt County Association of Governments, a joint powers public agency of the State of California (hereinafter referred to as “HCAOG”). This Agreement is effective July 1, 2019.

RECITALS

1. Effective July 1, 2016, HCAOG designated HTA as the Consolidated Transportation Services Agency (CTSA) for Humboldt County, with responsibility, among other things, for administering a consolidated region-wide program to provide advance-reservation, curb-to-curb transportation for qualified elderly and disabled persons in the Cities of Arcata and Eureka and un-mandated areas in the County (“Dial-a-Ride” or “DAR”).
2. Dial-a-Ride currently serves approximately 750 Dial-a-Ride registrants and provides approximately 24,000 rides per year.
3. Dial-a-Ride services are financed by Transit Development Act (TDA) funds administered through HCAOG. HCAOG distributes TDA funds separately to ARCATA, HTA, and the COUNTY for the specific purpose of providing Dial-a-Ride services.
4. Consolidation of Dial-a-Ride services administration into one contract will result in improved and more economical Dial-a-Ride services throughout the region.
5. Pursuant to HTA’s CTSA authority, HTA is prepared to enter into a contract with City Ambulance of Eureka, Inc. to provide Dial-a-Ride services within Arcata, Eureka and un-mandated portions of the County effective July 1, 2019.
6. The parties seek to fund HTA’s administration of a consolidated Dial-a-Ride contract through pro-rata contribution of each jurisdiction’s TDA Dial-a-Ride funding to define respective agency roles, responsibilities, and commitments in the operation of the region-wide Dial-a-Ride services based on the terms below.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. **Term.** The term of this is July 1, 2019 – June 30, 2020, unless terminated earlier as provided herein. This Agreement may be extended upon the mutual agreement of the parties.
2. **Dial-a-Ride Services, Contract.** HTA has qualified and shall enter into a contract with City Ambulance of Eureka, Inc. (“Service Contractor”) to provide Dial-a-Ride services within the jurisdictions of Arcata, Eureka, and the un-mandated portions of Humboldt County (“Service Contract”) beginning July 1, 2018. The Service Contract shall provide service levels or service terms substantially similar to current Dial-a-Ride service as shown in Exhibit B, attached hereto and incorporated herein. The HTA General Manager shall have the authority to change said service levels by up to ten percent (10%). Changes to said service levels in excess of 10% shall require advance approval by ARCATA, COUNTY and/or HCAOG, as appropriate.
3. **Payment for Costs of Services, Maximum Cost Service Contractor.** ARCATA, HTA, the COUNTY and HCAOG agree to share the cost of Dial-a-Ride services, as specified in *Exhibit A*. Payment to the Service Contractor under the Service Contract shall not exceed the Maximum Cost provided in *Exhibit A*, Paragraph 1. Such Maximum Cost does not include the administrative charge to be paid to HTA by HCAOG as CTSA.
4. **Administration of Service Contract.** HTA shall be responsible for administration of the Service Contract consistent with the administrative duties for Dial-a-Ride services set out in Exhibit B, attached hereto and incorporated herein. HTA's duties hereunder do not include bringing or defending litigation, administrative hearings or any other actions or proceedings, except as provided in Paragraph 16, or auditing the contractor's books, records or accounts.
5. **Eligibility to be Determined by HTA.** As part of HTA’s administration duties, HTA shall determine the eligibility of persons requesting the Dial-a-Ride services and shall issue tickets to persons determined to be eligible.
6. **Vehicles.** The Service Contract shall use HTA owned vehicles acquired with the use of Federal Transit Act (FTA) Section 5310 funds. HTA owns the following vehicles to be used in Dial-a-Ride service:

HTA Dial-A-Ride Fleet Inventory

Unit #	Year	Make	VIN	Lic. Plate	Pass. Capacity	Mileage
55	2005	Chevy	1GBJG31U151221955	1459668	7+2	182,321
56	2017	Ford	1FDEE3FS0HDC47228	1528605	7+2	51,624
57	2015	Ford	1FDEE3FL2FDA08589	1459682	7+2	54,734
74	2012	Ford	1FDEE3FL7CDA21687	1406637	7+2	205,199
75	2012	Ford	1FDEE3FL9CDA19276	1406638	7+2	180,129
76	2012	Ford	1FDEE3FL9CDA21688	1406639	7+2	174,916
78	2015	Ford	1FDEE3FL2FDA08592	1452660	4+2	109,524
79	2015	Ford	1FDEE3FL4FDA08593	1473272	4+2	100,946

Arcata

Unit #	Year	Make	VIN	Lic. Plate	Pass. Capacity	Mileage
918	2001	Chevy	1GNDX031D158869	1096109	4+1	50,506

7. **Payment for Costs of Services and Contract Administration.** ARCATA, HTA, the COUNTY and HCAOG agree to share the cost of Dial-a-Ride services, including HTA’s Service Contract administration and eligibility determination, as specified in *Exhibit A*.

8. **Time of Payment.**
 - a. On or before August 1, 2019, HTA shall invoice each agency for the estimated total annual payment due from ARCATA, the COUNTY and HCAOG as provided in *Exhibit A*. ARCATA, the COUNTY and HCAOG shall each pay HTA on a quarterly basis. If the estimated total annual payment exceeds the actual HTA costs, as agreed to by the parties, the overpayment shall be applied to the following year’s payment.

 - b. In no event shall the aggregate amount payable by the parties under the terms of this Agreement exceed the sum provided for in *Exhibit A*, unless this Agreement is amended by the parties.

9. **Records.**
 - a. HTA will keep and maintain for a minimum period of three (3) years after the expiration of each year of this Agreement accurate records and accounts of all receipts and expenditures, evidence of indebtedness and credit and other transactions relating to its performance of duties hereunder in a format prescribed by ARCATA, the COUNTY, and HCAOG. HTA will make such records and accounts available for inspection on request. ARCATA, the COUNTY, and HCAOG may, at their own expense, provide for an independent audit of such records and accounts by a certified public accountant.

 - b. Twice each year, HTA shall prepare and submit to ARCATA, the COUNTY, and HCAOG a

written summary of the Dial-a-Ride program which provides a comparison of the number of passengers carried, passengers per trip, revenue, contractor payments and fare box ratio for that month compared to the same 6-month period of the preceding year, together with such comparisons between the current fiscal year-to-date and the preceding fiscal year-to-date if such information is available.

- 10. No Assignment.** No party hereto may assign, transfer, or otherwise substitute its interest or obligations hereunder without the written consent of the other party.
- 11. Relationship of Parties.** Each party hereto is an independent contractor. No party hereto is the employee of any other party.
- 12. Non-Discrimination.** In performing this Agreement, no party hereto shall discriminate against any employee or applicant for employment because of race, color age, creed, sex or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such factors. Such affirmative action shall include, but not be limited to, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. Each party hereto shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of California, setting forth the provisions of this Fair Employment and Housing section. Each party will permit access to its records of employment, employment advertisements, application forms and other pertinent data and records by the California Fair Employment and Housing commission or any other agency of the State of California forth purpose of investigation to ascertain compliance with this paragraph.
- 13. State and Federal Requirements.** The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with federal or state funds. HTA shall insure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable. Any agreement or Service Contract entered into by HTA for the performance of work connected with this agreement shall incorporate the provisions of Paragraph 14, or its equivalent.

14. Insurance.

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

15. Indemnity. Each party shall hold the other party and its governing board, officers, agents, and employees harmless from, indemnify for, and defend from any liability for damages or claims for damages resulting or alleged to have resulted from personal injury, including death, as well as from liability for claims for property damages, including loss of the use thereof, which may arise or are claimed to arise or be occasioned in anyway, in whole or in part, from services performed pursuant to this Agreement, except where caused by the sole negligence or willful misconduct of the indemnifying party.

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

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

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

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

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

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

18. Provisions Required by Law. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and shall be enforced as though it were included herein; and if for any reason any such provision is not inserted, or is not correctly stated, then on application of any party, this AGREEMENT shall be physically amended to make such insertion or correction.

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

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

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

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

(Signatures on following pages)

CITY OF ARCATA

ATTEST:

City Clerk

Mayor

COUNTY OF HUMBOLDT

ATTEST:

Board Clerk

Board of Supervisor Chair

HUMBOLDT COUNTY ASSOC.
OF GOVERNMENTS

ATTEST:

Board Clerk

HCAOG Chair

HUMBOLDT TRANSIT
AUTHORITY

ATTEST:

Secretary to the Board

HTA Chair

EXHIBIT A

THIS EXHIBIT sets forth the costs for the services provided pursuant to this Agreement.

The contribution for each entity is based on the formula of 50% registered users in each funding source (HCAOG, Eureka County, City of Eureka, Arcata County, & City of Arcata) and 50% of the number of ride originations in each funding source. HTA staff will re-evaluate the data each calendar year for the upcoming fiscal-year.

2018 Calendar Year Data:

	<u>Registered</u>		<u>Passenger</u>		<u>Average</u>
	<u>Users</u>		<u>Rides/Origins</u>		
ARCATA	91	9.50%	2646	10.53%	10.03%
COUNTY ARCATA	86	8.98%	1927	7.67%	8.32%
EUREKA	534	55.74%	15125	60.21%	57.97%
COUNTY EUREKA	129	13.47%	1668	6.64%	10.05%
HCAOG	<u>118</u>	12.32%	<u>3756</u>	14.95%	13.63%
TOTALS	958		25,122		

1. For July 1, 2019 through June 30, 2020, the maximum cost of the Dial-a-Ride transportation service contract to be entered into by HTA shall not exceed \$790,440, or \$65,870 per month. Of this maximum cost, funding partners shall pay the amount as outlined in paragraph 2.

2.

City of Arcata	(ARCATA)	10.03%	\$79,281
Humboldt Transit Authority	(EUREKA)	57.97	\$458,218
County of Humboldt	(COUNTY AR)	8.32%	\$65,765
County of Humboldt	(COUNTY EK)	10.05%	\$79,439
Hum County Assc of Gov.	(HCAOG)	13.63%	\$107,737

EXHIBIT B

SERVICE SCHEDULES, ROUTES

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

a.

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

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

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





133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
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TO: Chair Pitino
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: March 27, 2019

SUBJECT: Tish Non-Village Transit

Transportation services provided by the Humboldt Transit Authority for Tish Non-Village (TNT) began in July 2015. According to the Transportation Development Act (TDA), the service needs to meet the minimum standard of receiving 10% in fares (of the total operating costs) to be considered a viable system.

The TDA states that the first two fiscal years for “extension of services” is exempt from the required ratios. June 30, 2017, marked the end of the system’s exemption. Each system is afforded a “grace year” to work towards bringing the system into compliance. After efforts to make improvements from HTA staff and board members, the system failed to reach its goal. (See below)

<u>Exempt Year #1</u>	<u>Exempt Year #2</u>	<u>Year #3 (Grace Year)</u>
FY 2015/2016	FY 2016/2017	FY 2017/2018
3,444 Total Passengers	3,358 Total Passengers	2,675 Total Passengers
13.72 Rides/Day	13.27 Rides/Day	8.45 Rides/Day
\$169,301 Operating Cost	\$178,489 Operating Cost	\$187,017 Operating Cost
3.78% Farebox Return	4.02% Farebox Return	5.21% Farebox Return

To date, TNT’s ridership is down from the prior year and the farebox has dropped below 4%. Humboldt County Public Works notified HTA staff they will be canceling the contract at the end of this fiscal year due to the system not able to meet the minimum requirements. Staff will need to adjust the RTS route and schedule to accommodate the surrounding areas that will be affected.

Action Recommended: Direct staff to notify the public of bus service ending for Tish Non-Village on June 30, 2019 and to make preparations to the serve the residents of Fernbridge, Loleta, and Palmer Blvd. on July 1, 2019.