

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 4, 2020

10:00 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 January 22, 2019 Special Board Meeting

Page 01

Action Recommended: Approve minutes

F. Items Removed from Consent Calendar

G. Reports

1. December statistics and financial statements for all systems operated by HTA

Enclosed

Action Recommended: Receive and file

H. New Business

1. Humboldt Transit Authority Joint Powers Agreement

Page 06

Staff is recommending changes to the JPA including meeting dates, territory covered, and the designation of the Treasurer and Auditor-Controller.

Action Recommended: Approve Amendment. If approved, the General Manager will coordinate with each representative to their respective entity for Council/Board approval as soon as possible.

The Revisions will become effective upon the approval by the majority vote of the members.

2. Comparative Analysis of Electric and Hydrogen Transit Fleets

Page 18

To be able to plan ahead for a zero emission fleet, Staff is requesting the Schatz Energy Research Center perform a comparative analysis of both hydrogen and electric buses and infrastructure.

Action Recommended: Execute the Agreement Between the Humboldt State University Sponsored Programs Foundation on Behalf of the Schatz Energy Research Center to Perform a Comparative Analysis of Electric and Hydrogen Transit Fleets.

3. Grant Writing Support for Humboldt Transit Authority

Page 28

Staff is requesting the assistance of the Schatz Energy Research Center in seeking and applying for grants for solar infrastructure and zero emission buses

Action Recommended: Execute the Agreement Between the Humboldt State University Sponsored Programs Foundation on Behalf of the Schatz Energy Research Center for Grant Writing Support for the Humboldt Transit Authority.

4. Eureka Transit Service

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Staff will give the Board a report [meeting handout] on the recent costs increases, ridership data, and revenue vehicles needed for the Eureka Transit Service.

Action Recommended:

I. Closed Session: None

J. Board Communications

K. Staff Communications

L. Adjournment

Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.

Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

SPECIAL BOARD MEETING

January 22, 2020

PRESENT

ABSENT

Board Members

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

Staff

Greg Pratt, General Manager
Brian Connors, Operations Manager
Brenda Fregoso, Secretary to the Board
Jim Wilson, Director of Maintenance

Alene Webb, Finance Manager
Consuelo Espinosa, ADA & Safety Coordinator

Also, in attendance was Nancy Diamond, HTA Legal Counsel.

CALL TO ORDER

Chairperson Pitino called the meeting to order at 10:01 a.m. Introductions were made.

COMMUNITY MEMBERS COMMUNICATION

None

SPECIAL PRESENTATIONS

None

CONSENT CALENDAR

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

Motion by Supervisor Wilson, second by Supervisor Bohn to approve the Consent Calendar.

Motion carries unanimously

1. Minutes from the December 18, 2019 Special Board Meeting

Action Recommended: Approve minutes

2. Federal Transit Administration Section 5311 Grant Funds

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

Action Recommended: Adopt Resolution 20-01 Authorizing Application for FTA Section 5311 (f) Grant Funds and the General Manager to sign the Grant Agreement.

3. Federal Transit Administration 5311 (f) Grant Funds

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

Action Recommended: Adopt Resolution 20-02 Authorizing Application for FTA Section 5311 (f) Grant Funds and the General to sign the Grant Agreement.

Items removed from the Consent Calendar

None

REPORTS

1. September 2019 Statistics and Financial Statements for all Systems operated by HTA

General Manager Greg Pratt gave the board a report on the statistics and financials.

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

Action Recommended: Receive and File

General Manager gave a brief update on highlights from the November 2019 statistics and financials to the board.

NEW BUSINESS

1. Humboldt Transit Authority Meeting Dates

The board will consider moving the meeting date of the Regular HTA Board Meeting to accommodate conflicting schedules.

Action Recommended: Approve Changing the Humboldt Transit Authority Governing Board of Directors Meeting Date to the _____ Wednesday of Every Month at _____ a.m. by adopting Resolution 20-03.

General Manager Greg Pratt advised the board that he and Nancy are working together to determine if meetings can be held every other month rather than every month.

Supervisor Bohn indicated that he meets with RCRC every 3rd Wednesday and that it is now every other week. Councilmember Arroyo addressed the board with meetings being held the first Monday of the month. Chair Pitino requested that the time of 10:00 a.m. remain the same.

Motion by Councilmember Arroyo, second by Councilmember Woodall to approve Changing the Humboldt Transit Authority Governing Board of Directors Meeting Date to the First Monday at 10:00 a.m. by adopting Resolution 20-03; is it also adopted that February's meeting will be cancelled.

Motion carries unanimously

2. Election of Officers

At the beginning of the year new officers are elected to the following positions:

Chair, Vice-Chair, and Finance & Operations Committee.

The HTA Chair also serves on the Policy Advisory Committee for HCOAG.

Current Positions:

Chair: Councilmember Pitino, Vice-Chair: Councilmember Arroyo

Finance & Operations Committee: Bohn, Wilson, Trent

Motion by Supervisor Bohn, second by Councilmember Woodall that the HTA Board Officers remain the same.

Motion carries unanimously

OLD BUSINESS

None

BOARD COMMUNICATIONS

Councilmember Arroyo addressed the Board regarding HTA working with RCRC to be able to address the needs for persons with disabilities.

STAFF COMMUNICATIONS**ADJOURNMENT**

Meeting adjourned at 10:22 a.m.



133 V Street
Eureka, CA 95501

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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 4, 2020

SUBJECT: Humboldt Transit Authority's Joint Power Agreement (JPA)

The Joint Powers agreement was created on January 28, 1975 between the County of Humboldt, the Cities of Eureka, Arcata, and Fortuna. Since then, there have been several amendments including adding the City of Trinidad, and then later the City of Rio Dell. Over the last 45 years there have been several amendments to the JPA so Staff is recommending incorporating past amendments into one document.

At the December 2019 Board Meeting, Staff discussed a few needed changes to the JPA. Below is a proposed summary of those changes.

1. Regular Meetings

The current language states that the governing board will hold at least one regular meeting every month. Staff is recommending a change because there are a few months where meetings do not need to be held because of no agenda items. The recommendation is to hold quarterly meetings based on a calendar set by the Board and to set special meetings on the first Wednesday of the month as needed.

2. Geographical Jurisdiction

Currently, the jurisdiction of the Authority is restricted to the territory within the County of Humboldt. Staff is recommending changing the language to allow the Humboldt Transit Authority to provide transportation outside of the County to connect the National Bus Network to make sure residents have the necessary options.

3. Treasurer and Auditor

The County Treasurer is designated as the Treasurer of the Authority and the County Auditor-Controller is designated as the Auditor of the Authority. To expedite funds being transferred into our account for payroll and monthly invoices, Staff is recommending changing designation of the Treasurer to HTA Finance Manager and the Auditor-Controller designation be given to the HTA General Manager.

Action Recommended: Approve Amendment. If approved, the General Manager will coordinate with each representative to their respective entity for Council/Board approval as soon as possible.

The Revisions will become effective upon the approval by the majority vote of the members.

RESOLUTION No. 20-04

A RESOLUTION OF THE HUMBOLDT TRANSIT AUTHORITY GOVERNING BOARD OF DIRECTORS APPROVING AN AMENDED AND RESTATED JOINT POWERS AGREEMENT

WHEREAS, the Humboldt Transit Authority was formed pursuant to a Joint Exercise of Powers Agreement (“JPA”) entered into among the Cities of Arcata, Eureka, Fortuna, Rio Dell and Trinidad and the County of Humboldt effective January 28, 1975, and subsequently amended; and

WHEREAS, the Governing Board desires to amend the JPA to revise the designations of the Authority’s Treasurer and Auditor-Controller in order to obtain operational and fiscal efficiencies; and,

WHEREAS, the Governing Board further desire to amend the JPA to revise the regular meeting schedule of the Board of Directors; and

WHEREAS, the Governing Board further desire to amend the JPA to extend the geographical service area of the Authority to allow it’s transit riders access to the national bus network; and

WHEREAS, the JPA may be amended by a majority vote of the member agencies of the HTA; and

WHEREAS, the Governing Board believes it would be desirable and convenient to restate the JPA in its entirety, including previous amendments, and further amend said Agreement as recited herein.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Governing Board of the Humboldt Transit Authority hereby approves the Amended and Restated Joint Powers Agreement attached hereto and incorporated herein.
2. The Governing Board of the Humboldt Transit Authority hereby directs the General Manager to forward the Amended and Restated Joint Powers Agreement to each of the Authority member agencies for approval.
3. The Amended and Restated Joint Powers Authority shall become effective upon approval by a majority of the Authority member agencies.

PASSED AND ADOPTED by the Humboldt Transit Authority of Humboldt County, State of California, at a regular meeting of said Board Meeting held on the 4th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Chair of the HTA Governing
Board of Directors

ATTEST:

HTA Secretary to the Board

AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE HUMBOLDT TRANSIT AUTHORITY

This Amended and Restated Joint Powers Agreement of the Humboldt Transit Authority is made and entered into pursuant to the provisions of Government Code Section 6500 et seq., and supersedes the initial Joint Exercise of Powers Agreement Among the Cities of Arcata, Eureka, and Fortuna, and the County of Humboldt effective January 28, 1975, and subsequently amended to include the Cities of Rio Dell and Trinidad. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of _____, 20__.

RECITALS

WHEREAS, the Humboldt Transit Authority was formed in 1975 by the Cities of Arcata, Eureka, and Fortuna, and the County of Humboldt, and subsequently joined by the Cities of Rio Dell and Trinidad (each a “Member,” collectively the “Members”) to provide public transportation services throughout the Humboldt County region; and

WHEREAS, the Members desire to amend said Joint Exercise of Powers Agreement to revise the designations of the Authority’s Treasurer and Auditor-Controller in order to obtain operational and fiscal efficiencies; and,

WHEREAS, the Members further desire to amend said Joint Exercise of Powers Agreement to revise the regular meeting schedule of the Authority Governing Board of Directors; and

WHEREAS, the Members further desire to amend said Joint Exercise of Powers Agreement to extend the geographical service area of the Authority to allow it’s transit riders access to the national bus network; and

WHEREAS, the Members believe it would be desirable and convenient to restate the Joint Exercise of Powers Agreement in its entirety, including previous amendments, and further amend said Agreement as recited herein.

NOW, THEREFORE, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

ARTICLE I – DEFINITIONS

- 1.1. General.** Unless the context otherwise requires, the words and terms defined in this Article shall, for the purposes hereof, have the meanings herein specified.
- 1.2. Act.** “Act” means Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.
- 1.3. Authority.** “Authority” means the Humboldt Transit Authority created pursuant hereto.

- 1.4. **Mills-Alquist-Deddeh Act.** “Mills-Alquist-Deddeh Act” means Chapter 4 (commencing with Section 99200) of Part II, Division 10 of the Public Utilities Code of the State of California.
- 1.5. **County.** “County” means the County of Humboldt, California.
- 1.6. **Redwood Transit System.** “Redwood Transit System” means the public transit service provided by the Authority along Highway 101, connecting all of the cities represented on the Authority and making intermediate stops in the unincorporated area of the County.

ARTICLE II - GENERAL PROVISIONS

- 2.1. **Purpose.** This Agreement is made pursuant to the Act providing for the joint exercise of powers common to public agencies. The purpose of this Agreement is to provide for the joint exercise of powers for the purpose of providing public transit services in a manner consistent with the Regional Transportation Plan within the geographical territory over which the Authority has jurisdiction pursuant to Section 2.2 hereof. In order to provide such public transit services, the Authority may finance, acquire, construct, manage, operate and maintain public transit systems and related property and facilities, excluding intra-city systems unless the consent of the city is first obtained, and apply for and receive grants or loans from appropriate sources, including the Mills-Alquist-Deddeh Act and other state and federal laws. Each of the parties hereto is authorized to exercise such powers pursuant to its organic law.
- 2.2. **Geographical Jurisdiction.** The jurisdiction of the Authority shall extend to all territory lying within the County **and outside the County to ensure residents have access to the national bus network.**

ARTICLE III - CREATION AND OPERATION OF AUTHORITY

- 3.1. **Creation of Authority.** Pursuant to the Act, there is hereby created a public entity to be known as the “Humboldt Transit Authority.” The Authority is a public entity separate and apart from the parties to this agreement.
- 3.2. **Governing Board.** The Authority shall be administered by the Governing Board, consisting of seven (7) members and up to seven (7) alternates. One (1) member and one (1) alternate shall be appointed by the City Council of Arcata from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Fortuna from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Eureka from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Trinidad from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Rio Dell from its Council; and two (2) members and one (1) or two (2) alternates shall be appointed by the Board of Supervisors of County from its Board. The Governing Board shall be called the Governing Board of the Humboldt Transit Authority. All voting power shall reside in the Governing Board. Additional general purpose governments may be represented upon such terms and conditions as are agreed upon by the parties hereto.

Members of the Governing Board shall receive no compensation except .for actual expenses incurred while performing the duties and activities of the Board. Each member of the Governing Board shall serve at the pleasure of the appointing party hereto; provided, however, that membership thereon shall terminate upon termination of the office created in the paragraph above. Vacancies shall be filled by the appointing party thereto.

- 3.3. **Regular Meetings.** The Governing Board shall provide for its regular and special meetings; provided, however, that at least one regular meeting shall be held ~~each month~~ **quarterly**. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each party hereto.
- 3.4 **Ralph M. Brown Act.** All meetings of the Governing Board of the Authority, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code)
- 3.5. **Minutes.** The Secretary of the Authority shall cause to be kept minutes of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Governing Board and to Arcata, Fortuna, Eureka, Rio Dell, Trinidad and County.
- 3.6. **Quorum.** A majority of the Governing Board shall constitute a quorum for the transaction of business, but the affirmative vote of at least a majority of all board members is necessary to approve any action of the Governing Board. However, if less than a majority of the Board is present at a meeting, the members present may adjourn the meeting.
- 3.7. **Rules.** The Governing Board may adopt and amend such rules and regulations for the conduct of its meetings and affairs as are necessary or desirable to accomplish its stated purposes.

ARTICLE IV- OFFICERS

- 4.1. **Chairman, Vice-Chairman and Secretary.** The Governing Board shall elect a Chairman and a Vice Chairman and shall appoint a Secretary who may, but need not, be a member of the Governing Board. The officers shall perform the duties normally appertaining to said offices and,
- 4.1.1 The Chairman shall sign all contracts on behalf of the Authority and perform such other duties as may be imposed by the Governing Board;
- 4.1.2 The Vice-Chairman shall act in the absence of the Chairman; and
- 4.1.3 The Secretary shall countersign, all contracts on behalf of the Authority, perform such other duties as may be imposed by the Governing Board, and keep minutes of all meetings and cause a copy of the minutes to be forwarded to each of the members of the Governing Board and to Arcata, Fortuna, Eureka, Rio Dell, Trinidad and County, and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the Act.

- 4.2. Treasurer and Auditor. The ~~Treasurer of the County~~ **Finance Manager of the Authority** is hereby designated as the Treasurer of the Authority and the ~~Auditor-Controller~~ **General Manager** of the ~~County~~ **Authority** is hereby designated as the Auditor of the Authority. As the Authority's depository, the Treasurer shall have custody of all money of the Authority from whatever source.

The Treasurer and the Auditor shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there is strict accountability of all funds and report of all receipts and disbursements of the Authority. The Board of Supervisors of the County shall determine reasonable charges to be made against the Authority for the services of the Treasurer and Auditor-Controller.

- 4.3. **Bonding**. The Governing Board shall designate the officers or other persons, in addition to the Treasurer and Auditor-Controller, having charge of handling or having access to any property of the Authority, and shall set the amount of their official bonds, pursuant to Section 6505.1 of the Act.

ARTICLE V- ADMINISTRATION

- 5.1. **Administrative Entity**. The Governing Board of the Authority is hereby designated as the administrative entity for the purpose of carrying out this Agreement.
- 5.2. **Budget**. The Governing Board shall adopt an annual budget for the administration of the Authority.
- 5.3. **Services of Parties**. On request of the Governing Board, one or more of the parties hereto, and such party's employees, agents or consultants, may agree to provide all or a portion of the services requested by the Governing Board, on terms and conditions agreed upon by the party and the Authority.

ARTICLE VI - POWERS

- 6.1. **Common Powers**. The Authority shall have the powers common to Arcata, Fortuna, Eureka, Rio Dell, Trinidad and County to finance, acquire, construct, manage, operate and maintain transit systems and related facilities for providing public transit services.
- 6.2. **Included Powers**. The Authority may in its own name do all acts necessary to exercise said common powers to implement the Regional Transportation Plan, including, but not limited to, the following:
- 6.2.1. Make and enter into contracts;
 - 6.2.2. Acquire, construct, manage, maintain or operate any buildings, works, facilities, improvements or other property;
 - 6.2.3. Incur debts, liabilities or obligations;
 - 6.2.4. Employ agent and employees;

- 6.2.5. Sue and be sued in its own name;
 - 6.2.6. In accordance with Section 6509.5 of the Act, invest money in the Treasury of the Authority that is not required for immediate necessities;
 - 6.2.7. Apply for, accept and use grants and other funds from any source for public transit purposes;
 - 6.2.8. Receive revenues from the provision of public transit services;
 - 6.2.9. Administer agreements to provide public transit services made between any of the parties hereto and other persons or entities.
- 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.
- 6.4. **Obligations**. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of any party to this Agreement.
- 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

- 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.
- 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.
- 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 fund.

ARTICLE VIII - ADDITIONAL MEMBERS

- 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

- 9.1. Term.** This Agreement shall become effective on the date first above written and shall continue in effect until rescinded or terminated by agreement of the parties.
- 9.2. Disposition of Assets.** On the termination of this Agreement, all surplus money of the Authority shall be returned to the parties hereto in proportion to the contributions each made.

All other property of the Authority, both real and personal, shall be divided in a manner agreed upon by the parties.

ARTICLE X - WITHDRAWAL

- 10.1. Withdrawal.** Any member may withdraw from this Agreement by sending written notice of such decision to all other parties hereto. Such notice will become effective only at the end of the full fiscal year next commencing after the date the notice is given, unless the notice is earlier rescinded. The giving of such notice does not relieve such party from its obligations hereunder prior to the effective date of such notice.

ARTICLE XI - MISCELLANEOUS

- 11.1. Notices.** Notices required to be given hereunder shall be delivered to:

Arcata: City Manager, City of Arcata, 736 "F" Street, Arcata, California 95521.

Fortuna: City Manager, City of Fortuna, City Hall, Fortuna, California 95540.

Eureka: City Manager, City of Eureka, City Hall, Eureka, California 95501.

Rio Dell: City Clerk, City of Rio Dell, 125 Wildwood Drive, Rio Dell, California 95562.

Trinidad: City Clerk, City of Trinidad, Drawer "N", Trinidad, California 95570.

County: County Administrative Officer, County of Humboldt, Courthouse, Eureka, California 95501.

- 11.2. Headings.** The section headings in this Agreement are for convenience only and are not to be

construed as modifying or governing the language in the sections so headed.

11.3. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

11.4. Law Governing. This Agreement is made in the State of California and is to be construed in accordance with the laws thereof.

11.5. Partial Invalidity. If any of the terms, provisions, sections, promises or conditions of this Agreement be to any extent adjudged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, the remaining terms provisions, sections, promises and conditions shall not be affected thereby; and shall be valid and enforceable to the fullest extent permitted by law.

11.6. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

11.7. Counterparts. This Agreement amendment may be executed by the parties hereto in counterparts it not being necessary that all of the parties hereto execute the same copy hereof, and each counterpart so executed shall be deemed a duplicate original and of full and binding force and effect.

IN WITNESS WHEREOF, the Members of the Humboldt Transit Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

(Signatures on following pages)

CITY OF ARCATA

By: _____
_____, Mayor

Attest:

By: _____
_____, City Clerk

Dated: _____

CITY OF EUREKA

By: _____
_____, Mayor

Attest:

By: _____
_____, City Clerk

Dated: _____

CITY OF FORTUNA

By: _____
_____, Mayor

Attest:

By: _____
_____, City Clerk

Dated: _____

CITY OF RIO DELL

By: _____
_____, Mayor

Attest:

By: _____
_____, City Clerk

Dated: _____

CITY OF TRINIDAD

By: _____

_____, Mayor

Attest:

By: _____

_____, City Clerk

Dated: _____

COUNTY OF HUMBOLDT

By: _____

_____, Chair of the Board

Attest:

By: _____

_____, Clerk of the Board

Dated: _____



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 4, 2020

SUBJECT: Comparative Analysis of Electric and Hydrogen Transit Fleets

It has become evident after a year of testing that the Battery Electric Proterra bus does not have the consistent range necessary for the Redwood Transit Service (RTS). During the winter months, the range dropped from a 160 miles to 100 miles from heater use.

With RTS routes averaging 300-400 miles daily we would need at least twice the amount of electric buses to charge and rotate into service. At a cost of \$900,000 for each bus, it would be an extreme challenge for our small rural agency to secure the funding. In addition it would be difficult to have space for the added infrastructure and room for the additional vehicles required.

Innovative Clean Transit Rule requires all public transit agencies to gradually transition to a 100-percent zero-emission bus fleet. After 2030, transit agencies will not be able purchase diesel buses. Staff needs to research all options, consider funding issues, and make adjustments for parking space. One of those options is hydrogen fuel cell buses with better than twice the range of electric buses. Staff is requesting that the Schatz Energy Research Center do a comparative analysis and look at performance data and infrastructure cost of both hydrogen and electric. Grant funds are available now for the study and will not increase HTA's financial expenditures.

Action Recommended: Execute the Agreement Between the Humboldt State University Sponsored Programs Foundation on Behalf of the Schatz Energy Research Center to Perform a Comparative Analysis of Electric and Hydrogen Transit Fleets.

**AGREEMENT BETWEEN
THE HUMBOLDT TRANSIT AUTHORITY
AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION ON
BEHALF OF THE SCHATZ ENERGY RESEARCH CENTER (HSUSPF/SERC)
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services (“Agreement”) is made on March 4, 2020, by and between HSUSPF/SERC, hereinafter referred to as “Consultant” and “HSUSPF/SERC,” and the Humboldt Transit Authority, hereinafter referred to as “HTA,” and the “Authority.” This Agreement is effective as of March 4, 2020.

1. **Scope of Services.** Consultant will perform professional services for HTA in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as Infrastructure Cost and Bus Performance Analysis of Electric and Hydrogen Fuel Cell Buses (“Services”).
2. **Term.**
 - a) **Commencement.** No Services shall be performed or furnished under this Agreement until HTA has provided notice to commence Services to the Consultant, which shall not occur until after full execution of this Agreement by both parties and receipt by HTA of all insurance certificates.
 - b) **Termination.** Either party may terminate this Agreement upon 10 days written notice. In such event, Consultant will be entitled to invoice HTA for and to receive payment for all acceptable Services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.
 - c) **Time for completion.** Consultant shall complete all Services by September 30, 2020.
3. **Compensation For Services, Payment.**
 - a) HTA shall pay Consultant at the rate and basis as set forth in the payment schedule, Exhibit B, attached hereto and incorporated herein.
 - b) Consultant shall prepare and submit its invoices to HTA in accordance with the payment schedule and instructions set forth in Exhibit B. All reasonable efforts will be made by HTA to pay undisputed invoices within 30 days of receipt. If HTA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. HTA may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.
4. **Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

5. **Independent Contractor Status.** Consultant is performing Services as an independent contractor for HTA, and is neither an employee nor an agent of HTA. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.
6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of HTA upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement. HTA hereby grants HSUSPF/SERC an irrevocable, perpetual license to use, publish, translate, modify, and reproduce the work products created for this agreement for educational purposes and subject to confidentiality restrictions as described herein under Confidentiality.
7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

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

Consultant:
Kacie Flynn, Interim Executive Director
HSU Sponsored Programs Foundation
P.O. Box 1185
Arcata, CA 95518

9. **Indemnification.**

Each party shall indemnify and hold harmless the other party and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of such indemnifying party (the "Indemnifying Party"), its officers, agents, employees or

sub-contractors or any entity or individual for which the Indemnifying Party shall bear legal liability in the performance of obligations under this Agreement.

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are attributable to, in whole or in part, the performance of this Agreement by the Indemnifying Party or by any individual or entity for which the Indemnifying Party is legally liable, including but not limited to officers, agents, employees or sub-contractors of the Indemnifying Party.

10. Insurance

a) Insurance Requirements.

- i. Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement and accepted by HTA, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
- ii. As evidence of specified insurance coverage, HTA may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming HTA as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
- iii. HTA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

b) [*intentionally omitted*]

- c) Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
- d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- e) Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

11. Dispute Resolution

The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights

under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

12. **Time of the Essence.** Time limits stated in this Agreement are of the essence.
13. **Governing Law, Venue.** This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.
14. **Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
15. **Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
16. **Entire Agreement/Modifications and Amendments.** This Agreement and all attachments constitutes the entire agreement between HTA and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. 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.
17. **Assignment, Subcontract.** Consultant may not assign its rights, interests, duties or obligations under this Agreement without consent from HTA. Consultant may not subcontract Services without prior written consent from HTA.
18. **Confidentiality.** HTA and Consultant acknowledge that either party may provide certain information to the other that is considered to be confidential under the California Public Records Act. HTA and Consultant shall take reasonable precautions to protect such confidential information. Such precautions shall involve at least the same degree of care and precaution that either Party customarily uses to protect its own confidential information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

Chair of the HTA Governing Board

Date

Phone

Email Address

Consultant

Date

Phone

Email Address

EXHIBIT A
SCOPE OF SERVICES

See Attached

Scope of Work

Comparative Analysis of Electric and Hydrogen Transit Fleets

Background

The Schatz Center is the lead technical consultant on a CalTrans funded planning project secured by HTA in Fall 2018. This planning project is modeling the infrastructure needed to support 100% electrification of all transit fleets in the County.

HTA secured their first electric bus this year, and have been learning the operational limits of the technology. Performance concerns have led HTA to consider hydrogen fuel cell buses as either an alternative or an additional technology that could help HTA meet their Innovative Clean Transit regulatory requirements.

The Schatz Center has a long history supporting the adoption of hydrogen buses by both Sunline Transit and AC Transit, both of which have logged 100,000s of successful operational hours over the last 15 years. Utilizing this experience and our analytical expertise, the Schatz Center is proposing to provide a reasonable first look at the capital and O&M costs of hydrogen bus and fueling infrastructure, and compare these costs to those of a 100% electrified fleet.

Scope of Work

Step 1: Bus Performance Analysis of Electric and Hydrogen Fuel Cell Buses

This step will collect real bus performance data when possible, and determine actual and reported performance of both technologies. This will entail the following:

- Collect and analyze on-road performance data for both technologies by reaching out to transit agencies, including HTA.
- Conduct literature review of reports on bus performance.
- Conduct a route analysis to determine which routes hydrogen buses will be able to serve. This analysis will supplement similar work already done for electric buses under the current planning project.

Step 1 Deliverable: None

Step 2: Infrastructure Cost Analysis for Electric and Hydrogen Fuel Cell Buses

This step entails estimating the capital and O&M costs of buses and fueling infrastructure for both bus technologies. This will entail the following:

- Electric bus and fueling infrastructure costs
 - We will leverage existing data obtained for the current planning grant, and supplement, as needed, based on conversations with transit agencies.
 - We will examine a range of installation cost estimates, and utilize PG&E's PVRAM tool to estimate an appropriate cost for infrastructure upgrades necessary at locations generated by the model developed under the current planning grant.

- Hydrogen bus and fueling infrastructure costs
 - We will calculate an appropriately sized fueling station that could serve the transit fleets that HTA would like assessed.
 - We will contact fuel providers and use information obtained to estimate hydrogen fuel and delivery costs
 - We will utilize published literature and talk with transit agencies to obtain capital, installation, and O&M cost estimates for buses and fueling infrastructure.

Step 2 Deliverable: None

Step 3: Report Results

This step will organize all information and analysis results generated from the first two steps and assemble them into a final report. Schatz engineers will present the results in person at a meeting at HTA.

Step 3 Deliverable: Electric and Hydrogen Transit Fleet Comparative Cost Analysis Report

Data Requirements

To the extent possible, the Schatz Center will need individual charging session data and daily mileage data for HTA's electric bus.

Project Timeline

The Schatz Center will start work on this project upon contract execution, and complete this project no later than September 30th, 2020.

Budget and Payment Schedule

This will be a fixed fee contract not to exceed \$56,740. The lump sum payment schedule follows.

Description	Amount	Estimated Date
Payment 1 due upon contract execution	\$28,370	March 15, 2020
Payment 2 due upon contractor submission and client acceptance of Step 3 final report	\$28,370	September 30, 2020

EXHIBIT B
PAYMENT SCHEDULE

Refer to Budget and Payment Schedule on prior page



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 4, 2020

SUBJECT: Grant Writing Support for Humboldt Transit Authority

HTA Staff is requesting assistance in seeking and applying for grants for solar infrastructure and zero emission buses. Over the next ten years HTA will need approximately 35 million to meet the requirements of the Innovative Clean Transit Rule and to build supporting infrastructure. This would include purchasing 25 zero emission buses and building up infrastructure including solar arrays and battery storage, charging stations, and possibly a hydrogen fueling station.

The Schatz Energy Research Center (SERC) has extensive experience relevant to our projects and have worked successfully with Staff on complex grants in the past. Currently (SERC) in the process of designing Humboldt Transit Authority's Climate Resilient Electrified Transit Plan which will identify energy needs for Humboldt County. There are several upcoming grant opportunities that will require SERC's technical expertise in the field of energy. There are funds available for the contract so it will not increase HTA's financial expenditures.

Action Recommended: Execute the Agreement Between the Humboldt State University Sponsored Programs Foundation on Behalf of the Schatz Energy Research Center for Grant Writing Support for the Humboldt Transit Authority.

**AGREEMENT BETWEEN
THE HUMBOLDT TRANSIT AUTHORITY
AND
HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION ON
BEHALF OF THE SCHATZ ENERGY RESEARCH CENTER (HSUSPF/SERC)
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional Services (“Agreement”) is made on March 4, 2020, by and between HSUSPF/SERC, hereinafter referred to as “Consultant” and “HSUSPF/SERC,” and the Humboldt Transit Authority, hereinafter referred to as “HTA,” and the “Authority.” This Agreement is effective as of March 4, 2020.

1. **Scope of Services.** Consultant will perform professional services for HTA in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as Grant Writing Support (“Services”).
2. **Term.**
 - a) **Commencement.** No Services shall be performed or furnished under this Agreement until HTA has provided notice to commence Services to the Consultant, which shall not occur until after full execution of this Agreement by both parties and receipt by HTA of all insurance certificates.
 - b) **Termination.** Either party may terminate this Agreement upon 10 days written notice. In such event, Consultant will be entitled to invoice HTA for and to receive payment for all acceptable Services performed or furnished under the Agreement, if applicable, and all reimbursable expenses incurred through the effective date of termination.
 - c) **Time for completion.** Consultant shall complete all Services June 30, 2022.
3. **Compensation For Services, Payment.**
 - a) HTA shall pay Consultant at the rate and basis as set forth in the payment schedule, Exhibit B, attached hereto and incorporated herein.
 - b) Consultant shall prepare and submit its invoices to HTA in accordance with the payment schedule and instructions set forth in Exhibit B. All reasonable efforts will be made by HTA to pay undisputed invoices within 30 days of receipt. If HTA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. HTA may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.
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6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of HTA upon delivery. Authority may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement. HTA hereby grants HSUSPF/SERC an irrevocable, perpetual license to use, publish, translate, modify, and reproduce the work products created for this agreement for educational purposes and subject to confidentiality restrictions as described herein under Confidentiality.
7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

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

Consultant:
Kacie Flynn, Interim Executive Director
HSU Sponsored Programs Foundation
P.O. Box 1185
Arcata, CA 95518

9. **Indemnification.**

Each party shall indemnify and hold harmless the other party and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of such indemnifying party (the "Indemnifying Party"), its officers, agents, employees or

sub-contractors or any entity or individual for which the Indemnifying Party shall bear legal liability in the performance of obligations under this Agreement.

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are attributable to, in whole or in part, the performance of this Agreement by the Indemnifying Party or by any individual or entity for which the Indemnifying Party is legally liable, including but not limited to officers, agents, employees or sub-contractors of the Indemnifying Party.

10. Insurance.

a) Insurance Requirements.

- i. Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement and accepted by HTA, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10. In the event the Consultant sublets or subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as outlined herein and this Section 10 will be made a part of any such subcontract agreement.
- ii. As evidence of specified insurance coverage, HTA may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming HTA as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
- iii. HTA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

b) [*intentionally omitted*]

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- d) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- e) Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

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under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

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14. **Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
15. **Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
16. **Entire Agreement/Modifications and Amendments.** This Agreement and all attachments constitutes the entire agreement between HTA and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. 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.
17. **Assignment, Subcontract.** Consultant may not assign its rights, interests, duties or obligations under this Agreement without consent from HTA. Consultant may not subcontract Services without prior written consent from HTA.
18. **Confidentiality.** HTA and Consultant acknowledge that either party may provide certain information to the other that is considered to be confidential under the California Public Records Act. HTA and Consultant shall take reasonable precautions to protect such confidential information. Such precautions shall involve at least the same degree of care and precaution that either Party customarily uses to protect its own confidential information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

Chair of the HTA Governing Board

Date

Phone

Email Address

Consultant

Date

Phone

Email Address

EXHIBIT A
SCOPE OF SERVICES

See Attached



Scope of Work for Grant Writing Support for the Humboldt Transit Authority

February 12, 2020

Introduction

The Humboldt Transit Authority (HTA) is planning for the transition to zero emission transit vehicles. The Schatz Energy Research Center can provide significant value in support of HTA's zero emissions fleet goals. The Center has significant experience and expertise in:

- Implementing electric and hydrogen fleet vehicles and fueling infrastructure from planning to design/bid/build, and
- Applying for federal, state, and local grants to support zero emission transportation.

Scope of Work

The Schatz Center will work in collaboration with HTA to identify funding opportunities and lead the development of proposals to fund zero emission transportation vehicles and infrastructure.

Task 1 – Project Administration

This task includes project management, payroll, invoicing, and fees associated with supplies and services. Approval by HTA is not required for the Schatz Center to devote regular effort to this task.

Deliverables:

- None

Task 2 – Search for Funding Opportunities

The Schatz Center will regularly search for potential funding opportunities that support the transition of transit and/or mobility fleets in Humboldt County to a zero emission fleet. The Schatz Center will contact HTA on a monthly basis throughout the agreement period to summarize the results of this search.

The search for funding opportunities will be on going. Approval by HTA is not required for the Schatz Center to devote regular effort to this task.

Deliverables:

- Brief summary of funding opportunities search results by email on a monthly basis.

Schatz Energy Research Center
(707) 826-4345

Humboldt State University
serc@humboldt.edu

1 Harpst St. Arcata, CA 95521
www.schatzcenter.org

Task 3 – Proposal Development

The Schatz Center will work with HTA to identify which funding opportunities to pursue. For each potential funding opportunity:

- The Schatz Center and HTA will mutually agree to pursue or decline a funding opportunity. The Schatz Center may decline the pursuit of a funding opportunity should there be insufficient staff availability to complete an identified opportunity.
- The Schatz Center and HTA will agree on who the prime applicant will be.
- For funding opportunities to be pursued, the Schatz Center and HTA will negotiate a not-to-exceed dollar amount for proposal development to be funded under the budget allocated to Task 3.
- Once a not-to-exceed dollar amount has been determined, written approval will be provided by HTA before the Schatz Center begins work. Written approval will include the not-to-exceed dollar amount and the prime applicant that were mutually agreed. Approval by email is sufficient.

Deliverables:

- Complete proposal materials (un-submitted) for each grant application approved by HTA.
- Support HTA in application submission on all application submissions.
- Submission of proposal materials to the funder for any grant where the Schatz Center is the prime applicant.

Exclusions

The Schatz Center is not responsible for the final submission of any grant application for which it is not the prime applicant. It is expected that HTA will usually be the prime applicant.

Items to be Provided by HTA

Any and all information required by a grant application that HTA is responsible for. The details of these items will be discussed with HTA on a case-by-case basis. Items include, but are not limited to, employment data, operational expenses, grant narrative that is best crafted by HTA, and relevant planning documents and regulations.

Compensation

The Schatz Center will complete the work described herein for a not-to-exceed amount of \$155,054. Furthermore, costs associated with each task will not exceed the following amounts:

Task	Not-To-Exceed Amount
1	\$29,898
2	\$23,909
3	\$101,247

EXHIBIT B
PAYMENT SCHEDULE

See Attached

Costs associated with Task 1 and 2 will be billed no less frequently than quarterly on a time and materials basis. Time will be billed at the following fully loaded hourly rates:

Staff Classification/Category	FY20 7/1/20-6/30/21	FY 21 7/1/21-6/30/22
Principal Investigator	\$176	\$185
Managing Research Engineer	\$126	\$132
Operations Manager	\$113	\$119
Senior Research Engineer, Senior Energy Analyst	\$113	\$119
Research Engineer, Energy Analyst	\$102	\$107
Engineering Tech, Research Assistant, Outreach Coordinator	\$63	\$66
Administrative Assistant	\$50	\$53
Student Assistant	\$38	\$40

For each grant application associated with Task 3, costs approved by HTA will be billed according to the following fixed fee schedule:

1. 50% upon written approval by HTA to pursue a grant application
2. 50% upon delivery of grant application materials

Schedule

The work described in this scope of work will commence upon a fully executed agreement between HTA and the HSU SPF/Schatz Energy Research Center, and no earlier than 7/1/2020, and will expire on June 30, 2022.



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 4, 2020

SUBJECT: Eureka Transit Service

The Eureka Transit Service uses State and Federal operating assistance to fund 42% of the budget. Over the next six years HTA will need to replace five transit buses and will need to use capital funds that traditionally have been used for operating. The steady decline of ridership/fares and increased contribution percentages has increased the amount of operating assistance that the system depends on.

Staff has reviewed the ridership data for the weekdays and Saturday and will discuss cost saving options with the Board.

Action Recommended: Review, Discuss, and Direct Staff if Necessary