Humboldt Transit Authority
Governing Board of Directors
AGENDA
TELECONFERENCE

Wednesday, May 6, 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 March 4, 2020 Regular Board Meeting
      Action Recommended: Approve minutes

F. Items Removed from Consent Calendar

G. Reports
   1. None: Statistics and Financial Statements for all Systems operated by HTA will be emailed out at
      the end of the week.

H. New Business
   1. HTA Systems Update
      Staff will give the Board an update on the status of COVID-19 safeguards and the
      proposed changes to the current schedule.
      Action Recommended: Review and Direct Staff if Necessary

   2. Low Carbon Transit Operators Program (LCTOP) Grant
      Staff is recommending submitting an application to LCTOP to apply for funds
      available to our region for free and/or reduced bus passes.
      Action Recommended: Adopt resolution 20-05 authorizing application for LCTOP
      grant funds and authorize the General Manager to execute all required documents of
      the LCTOP.
3. Agreement between the Humboldt Transit Authority, City of Arcata, County of Humboldt and the Humboldt County Association of Governments Regarding Dial-A-Ride Services Operating and Administrative Cost-Sharing.

Staff has prepared a funding agreement for Dial-A-Ride services in the region. Although ridership for the paratransit system has declined, CAE has been vital in assisting HTA, AMRTS, and ETS with transit riders that need extra assistance. The contract amount 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.

---

I. Closed Session: None

J. Board Communications

K. Staff Communications
   1. JPA Agreements Update

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 Acta 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
March 4, 2020

PRESENT
Board Members
Rex Bohn, County of Humboldt
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

Also, in attendance was Nancy Diamond, HTA Legal Counsel; Marcella Clem, HCOAG; Catherine Sundquist, CAE Transport Inc..

ABSENT
Tami Trent, City of Fortuna
Steve Ladwig, City of Trinidad

CALL TO ORDER
Chairperson Pitino called the meeting to order at 10:01 a.m.

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 Councilmember Arroyo, second by Councilmember Woodall to approve the Consent Calendar. Motion carries unanimously

1. Minutes from the January 22, 2020 Regular Board Meeting
   Action Recommended: Approve minutes

   Items removed from the Consent Calendar
   None

REPORTS
1. December 2019 statistics and financial statements for all systems operated by HTA
   General Manager Greg Pratt gave an update on highlights from the December 2019 Financials and Statistics to the board.
   Action Recommended: Receive and File
NEW BUSINESS

1. Humboldt Transit Authority Joint Powers Agreement
   Staff is recommending changes to the JPA including meeting dates, territory covered, and the designation of the Treasure and Auditor-Controller.
   General Manager Greg Pratt went over Humboldt Transit Authority’s Joint Power Agreement with the board and briefed each summary from the December 2019 Board meeting and the changes.
   1. Regular Meetings
   2. Geographical Jurisdiction
   3. Treasurer and Auditor
   Motion by Supervisor Bohn, Second by Supervisor Wilson to approve the Amendment with correction to page 12, Section 4.2 and the General Manager will coordinate with each Representative to their respective entity for Council/Board approval as soon as possible.
   Motion carries unanimously

2. Comparative Analysis of Electric and Hydrogen Transit Fleets
   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.
   General Manager Greg Pratt gave the board information on the testing with the Electric Proterra bus and the necessary range for RTS and the extreme challenges.
   Motion by Supervisor Wilson, second by Councilmember Arroyo to 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.
   Motion carries unanimously

3. Grant Writing Support for Humboldt Transit Authority
   Staff is requesting the assistance of the Schatz Energy Research Center in seeking and applying for grants for solar infrastructure and zero emission buses.
   Motion by Supervisor Wilson, second by Councilmember Arroyo to execute the Agreement between the Humboldt State University Sponsored Programs Foundation and on behalf of the Schatz Energy Research Center for Grant Writing Support for the Humboldt Transit Authority.
   Motion carries unanimously

4. Eureka Transit Service
   Staff gave the Board a report (meeting handout) on the recent costs increases, ridership data, and revenue vehicles needed for the Eureka Transit Service.
   Handouts were provided to the Board; ETS Average Saturday Ridership with map information and Revenues and Expenses for ETS.
   General Manager Greg Pratt went over handouts and discussed the changes and ridership for ETS with the Board. Councilmember Arroyo requested to take this information to her City Council.
   This agenda item is tabled and General Manager Greg Pratt and Councilmember Arroyo will discuss more in length.
   No Action
OLD BUSINESS
None

BOARD COMMUNICATIONS
None

STAFF COMMUNICATIONS
Congratulations to Supervisor Rex Bohn and Supervisor Mike Wilson for their victory the recent election.

ADJOURNMENT
Meeting adjourned at 11:00 a.m.
TO:   Chair Pitino  
      All Governing Board Members  

FROM:   Greg Pratt, General Manager  

DATE:   May 6, 2020  

SUBJECT:   HTA Systems Update  

Despite having a reduced workforce of drivers and maintenance staff, HTA is committed to putting as much service as possible. The first step in restoring transit services to Humboldt County is tentatively set for May 18, 2020. Attached are proposed changes to the schedule that focuses on high peak times for RTS, ETS, Willow Creek, and Southern Humboldt. In addition to the daily detailing, all buses and paratransit vehicles are being sanitized nightly before being released into service the next day.

In addition, HTA systems will soon begin charging fares and return back to passengers boarding through the front door, providing we have a way to protect our drivers. We are working with a company that is designing a plexiglass shield/door for the drivers and should have a prototype available by the end of this week.

HTA submitted a claim in the amount of $217,000 to CalTrans for CARES Act funds to recover lost fare revenue, labor for additional cleaning, Personal Protective Equipment, and cleaning supplies all due to COVID-19. HTA will be submitting request for reimbursements for CARES Act funds quarterly to keep transit operating at maximum capacity.

Action Recommended: Review and Direct Staff if Necessary

I would like to thank all the HTA employees that are working every day on front lines during this pandemic. Their professionalism and positive attitudes during these stressful times are to be commended.
<table>
<thead>
<tr>
<th>Hour</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:58</td>
<td>8:58</td>
<td>8:58</td>
<td>8:58</td>
<td>8:58</td>
<td>8:58</td>
</tr>
<tr>
<td>9:00</td>
<td>9:00</td>
<td>9:00</td>
<td>9:00</td>
<td>9:00</td>
<td>9:00</td>
</tr>
<tr>
<td>9:30</td>
<td>9:30</td>
<td>9:30</td>
<td>9:30</td>
<td>9:30</td>
<td>9:30</td>
</tr>
<tr>
<td>10:00</td>
<td>10:00</td>
<td>10:00</td>
<td>10:00</td>
<td>10:00</td>
<td>10:00</td>
</tr>
<tr>
<td>10:30</td>
<td>10:30</td>
<td>10:30</td>
<td>10:30</td>
<td>10:30</td>
<td>10:30</td>
</tr>
<tr>
<td>11:00</td>
<td>11:00</td>
<td>11:00</td>
<td>11:00</td>
<td>11:00</td>
<td>11:00</td>
</tr>
<tr>
<td>11:30</td>
<td>11:30</td>
<td>11:30</td>
<td>11:30</td>
<td>11:30</td>
<td>11:30</td>
</tr>
<tr>
<td>12:00</td>
<td>12:00</td>
<td>12:00</td>
<td>12:00</td>
<td>12:00</td>
<td>12:00</td>
</tr>
<tr>
<td>12:30</td>
<td>12:30</td>
<td>12:30</td>
<td>12:30</td>
<td>12:30</td>
<td>12:30</td>
</tr>
<tr>
<td>13:00</td>
<td>13:00</td>
<td>13:00</td>
<td>13:00</td>
<td>13:00</td>
<td>13:00</td>
</tr>
<tr>
<td>14:00</td>
<td>14:00</td>
<td>14:00</td>
<td>14:00</td>
<td>14:00</td>
<td>14:00</td>
</tr>
<tr>
<td>14:30</td>
<td>14:30</td>
<td>14:30</td>
<td>14:30</td>
<td>14:30</td>
<td>14:30</td>
</tr>
<tr>
<td>15:00</td>
<td>15:00</td>
<td>15:00</td>
<td>15:00</td>
<td>15:00</td>
<td>15:00</td>
</tr>
<tr>
<td>15:30</td>
<td>15:30</td>
<td>15:30</td>
<td>15:30</td>
<td>15:30</td>
<td>15:30</td>
</tr>
<tr>
<td>16:00</td>
<td>16:00</td>
<td>16:00</td>
<td>16:00</td>
<td>16:00</td>
<td>16:00</td>
</tr>
<tr>
<td>16:30</td>
<td>16:30</td>
<td>16:30</td>
<td>16:30</td>
<td>16:30</td>
<td>16:30</td>
</tr>
<tr>
<td>17:00</td>
<td>17:00</td>
<td>17:00</td>
<td>17:00</td>
<td>17:00</td>
<td>17:00</td>
</tr>
<tr>
<td>17:30</td>
<td>17:30</td>
<td>17:30</td>
<td>17:30</td>
<td>17:30</td>
<td>17:30</td>
</tr>
<tr>
<td>18:00</td>
<td>18:00</td>
<td>18:00</td>
<td>18:00</td>
<td>18:00</td>
<td>18:00</td>
</tr>
<tr>
<td>18:30</td>
<td>18:30</td>
<td>18:30</td>
<td>18:30</td>
<td>18:30</td>
<td>18:30</td>
</tr>
<tr>
<td>19:00</td>
<td>19:00</td>
<td>19:00</td>
<td>19:00</td>
<td>19:00</td>
<td>19:00</td>
</tr>
<tr>
<td>19:30</td>
<td>19:30</td>
<td>19:30</td>
<td>19:30</td>
<td>19:30</td>
<td>19:30</td>
</tr>
<tr>
<td>20:00</td>
<td>20:00</td>
<td>20:00</td>
<td>20:00</td>
<td>20:00</td>
<td>20:00</td>
</tr>
<tr>
<td>20:30</td>
<td>20:30</td>
<td>20:30</td>
<td>20:30</td>
<td>20:30</td>
<td>20:30</td>
</tr>
<tr>
<td>21:00</td>
<td>21:00</td>
<td>21:00</td>
<td>21:00</td>
<td>21:00</td>
<td>21:00</td>
</tr>
<tr>
<td>21:30</td>
<td>21:30</td>
<td>21:30</td>
<td>21:30</td>
<td>21:30</td>
<td>21:30</td>
</tr>
<tr>
<td>22:00</td>
<td>22:00</td>
<td>22:00</td>
<td>22:00</td>
<td>22:00</td>
<td>22:00</td>
</tr>
<tr>
<td>23:00</td>
<td>23:00</td>
<td>23:00</td>
<td>23:00</td>
<td>23:00</td>
<td>23:00</td>
</tr>
</tbody>
</table>

pm times in bold
**SOUTHBOUND SCHEDULE**
**MONDAY - FRIDAY**

| I.D. | 2   | 4    | 8    | 10   | 12   | 14   | 16   | 18   | 20   | 22   | 24   | 26   | 28   | 30  | 32  | 34  | 36  | 38  | 40  | 42  | 44  | 46  | 48  | 50  | 52  | 54  | 56  | 58  |
|------|-----|------|------|------|------|------|------|------|------|------|------|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1282 | 6:46|      |      |      |      |      |      |      |      |      |      |      |      | 12:46|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1281 | 6:50|      |      |      |      |      |      |      |      |      |      |      |      | 12:50|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1898 | 6:57|      |      |      |      |      |      |      |      |      |      |      |      | 12:57|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 4000 | 6:59| 12:59|      |      |      |      |      |      |      |      |      |      |      | 12:59|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 3999 | 9:57|      |      |      |      |      |      |      |      |      |      |      |      | 12:57|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1270 | 11:57|      |      |      |      |      |      |      |      |      |      |      |      | 12:57|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1276 | 11:54|      |      |      |      |      |      |      |      |      |      |      |      | 12:57|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1275 | 11:53|      |      |      |      |      |      |      |      |      |      |      |      | 12:57|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1274 | 11:52|      |      |      |      |      |      |      |      |      |      |      |      | 12:57|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| 1273 | 11:51|      |      |      |      |      |      |      |      |      |      |      |      | 12:57|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |

**WEEKDAY SERVICE**

**PM TIMES IN BOLD**
### Weekday Schedules

#### Red Route
- H & 3rd: 00
- 4th & D: 01
- Koster & Washington: 04
- Costco: 05
- Broadway & Del Norte: 06
- Forest Service: 08
- Bayshore Mall: 12
- Harris & Central: 14
- Harris & Elizabeth: 14
- Harris & Summer: 15
- Harris & Lowell: 15
- Harris & F: 18

*Break*
- Leave Harris & F: 27
- H & Manzanita: 28
- H & Oak: 29
- Moose Lodge: 31
- Campton & Leslie: 31
- Campton & Herron: 32
- Excelsior & Campton: 32
- Excelsior & Holly: 33
- Holly & Walnut: 33
- Walnut & Cypress: 34
- Walnut & Fern: 35
- Walnut & Redwood: 35
- Sequoia Park: 36
- W & Chester: 36
- Hodgson & T: 37
- Hodgson & Q: 38
- Hodgson & J: 39
- F & Harris: 45
- Henderson & Lowell: 46
- Henderson & A: 47
- California & Long: 48
- California & Del Norte (Sc. Center): 49
- California & 15th: 50
- California & Simpson: 51
- California & 7th: 52
- 7th & C: 52
- H & 3rd: 59

#### Green Route
- Harris & F: 52
- Harris & K: 52
- Harris & Q: 53
- Harris & U: 54
- Harrison & Harris: 56
- St. Joseph's Hospital: 58
- Harrison & Buhne: 59
- General Hospital: 01
- Harrison & 18th: 02
- Silvercrest: 09
- Myrtle & Sunny: 10
- Myrtle & Dean: 11
- Park & Myrtle: 12
- Lafayette School: 13
- Park & Nedra: 14
- Nedra & 18th: 14
- 18th & Myrtle: 15
- Myrtle & Glenwood: 16
- Myrtle & 18th: 16
- Myrtle & Hall: 17
- Redwood Acres: 18
- Granada: 19
- Harris & U: 20
- Harris & P: 21
- Harris & K: 22
- F & Harris: 26
- Leave F & Harris: 28
- Henderson & Lowell: 29
- Henderson & A: 30
- Henderson & Summer: 30
- Henderson & Spring: 31
- Henderson & Central: 31
- Central & Forest Service: 34
- Bayshore Mall: 37
- Harris & Central: 39
- Harris & Elizabeth: 40
- Harris & Summer: 41
- Harris & Lowell: 41
- Harris & F: 44

#### Gold Route
- H & 3rd: 00
- 6th & G: 02
- 6th & C: 03
- Summer & 7th: 04
- Summer & Clark: 05
- Summer & 15th: 06
- Summer & Wabash: 07
- Del Norte & California (Senior Center): 08
- California & Buhne: 09
- California & Dollison: 09
- Henderson & Summer: 10
- Henderson & Spring: 10
- Veterans Clinic: 12
- Utah & South: 13
- Utah & Allard: 14
- Little Fairfield & Allard: 15
- Little Fairfield & Sea: 16
- Bingen & Lewis: 16
- Alpha & Myers: 19
- Eureka & Leonard: 20
- Vance & Herrick: 21
- Herrick & E. River Rd: 22
- Broadway & McCullens: 26
- Bayshore Mall: 31
- Harris & Central: 33
- Harris & Elizabeth: 34
- Harris & Summer: 34
- Harris & Lowell: 35
- F & Harris: 38

*Break*
- Leave F & Harris: 47
- E & Dollison: 48
- E & Huntinton: 49
- E & Del Norte: 50
- E & 15th: 51
- E & Clark: 52
- E & 9th: 52
- H & 3rd: 59

#### Purple Route
- H & 3rd: 59
- 2nd & L: 00
- 3rd & T: 02
- 3rd & V: 04
- 2nd & V/Target: 04
- 2nd & V: 05
- Silvercrest: 09
- Myrtle & Sunny: 11
- Myrtle & Dean: 12
- Harrison & 18th: 13
- General Hospital: 15
- Buhne & Harrison: 16
- Buhne & S: 17
- Buhne & N: 18
- Buhne & J: 19
- Buhne & F: 20
- E & Dollison: 21
- Harris & F: 24

*Break*
- Leave Harris & F: 32
- I & Huntinton: 33
- I & Del Norte: 34
- I & 15th: 35
- I & 12th: 35
- H & 9th: 37
- H & 12th: 37
- H & 15th: 37
- H & Del Norte: 38
- H & Huntinton: 39
- H & Russ: 39
- Harris & F: 44
- Harris & K: 44
- Harris & Q: 45
- S & Wood: 46
- S & Carson: 46
- Zane: 47
- West & 17th: 48
- West & 13th: 48
- Burre Center: 49
- 6th & O: 51
- 6th & L: 52
- H & 3rd: 59

---

*Hours of Operation:*
6:52am - 6:44pm

---

Additionally, the hours of operation are changing from 7:00am to 7:00pm to 8:00am to 5:00pm, and Saturday service will remain the same.
Weekday Service

Westbound

<table>
<thead>
<tr>
<th>Run</th>
<th>1</th>
<th>3</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willow Creek</td>
<td>7:00</td>
<td>9:20</td>
<td>4:45</td>
</tr>
<tr>
<td>Valley West</td>
<td></td>
<td></td>
<td>drop off on request only</td>
</tr>
<tr>
<td>Arcata Transit Center</td>
<td>7:55</td>
<td>10:15</td>
<td>5:30</td>
</tr>
</tbody>
</table>

Eastbound

<table>
<thead>
<tr>
<th>Run</th>
<th>2</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>16th &amp; H (Arcata High)</td>
<td></td>
<td>3:32</td>
</tr>
<tr>
<td>Arcata Transit Center</td>
<td>8:10</td>
<td>3:40</td>
</tr>
<tr>
<td>Valley West</td>
<td>8:15</td>
<td></td>
</tr>
<tr>
<td>Willow Creek</td>
<td>9:05</td>
<td>4:30</td>
</tr>
</tbody>
</table>

pm times in bold

Saturday Transit Service
October 12, 2019 through June 30, 2020

<table>
<thead>
<tr>
<th>Route</th>
<th>#1</th>
<th>#2</th>
<th>#3</th>
<th>#4</th>
<th>#5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westbound</td>
<td></td>
<td></td>
<td></td>
<td>Willow Creek</td>
<td>9:35</td>
</tr>
<tr>
<td>Valley West</td>
<td></td>
<td></td>
<td></td>
<td>drop off on request</td>
<td></td>
</tr>
<tr>
<td>Blue Lake (City Hall)</td>
<td>10:15</td>
<td>12:20</td>
<td>7:30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arcata Transit</td>
<td>10:30</td>
<td>12:35</td>
<td>7:45</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Route</th>
<th>#1</th>
<th>#2</th>
<th>#3</th>
<th>#4</th>
<th>#5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastbound</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arcata Transit</td>
<td>8:25</td>
<td>10:40</td>
<td>5:40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valley West</td>
<td>8:30</td>
<td>10:45</td>
<td>5:45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blue Lake (City Hall)</td>
<td>8:40</td>
<td>10:55</td>
<td>5:55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Willow Creek</td>
<td>9:20</td>
<td>11:35</td>
<td>6:35</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PM Times in BOLD
TO: Chair Pitino  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: May 6, 2020

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 $247,536 in LCTOP funds available to the region and $65,771 to Humboldt & Eureka Transit for projects that will reduce greenhouse gases. Below is a summary of projects being applied for:

Ticket Vouchers: This project will help recover lost fare revenue due to COVID-19 by offering free or reduced passes on all Humboldt Transit Authority’s systems.  
Total Requested: $303,307

Action Recommended: Adopt resolution 20-05 authorizing application for LCTOP grant funds and authorize the General Manager to execute all required documents of the LCTOP.
FY 2019-2020 LCTOP
Authorized Agent

AS THE   Board Chair
(Chief Executive Officer/Director/President/Secretary)

OF THE   Humboldt Transit Authority Governing Board of Directors
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Greg Pratt, General Manager
(Name and Title of Authorized Agent) OR

Click here to enter text.
(Name and Title of Authorized Agent) OR

Click here to enter text.
(Name and Title of Authorized Agent) OR

Click here to enter text.
(Name and Title of Authorized Agent) OR

Paul Pitino    HTA Chair
(Print Name)   (Title)

(Signature)

Approved this 6 day of May, 2020
The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General
1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration
1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting
1. The Lead Agency must submit the following LCTOP reports:
   a. Semi-Annual Progress Reports by May 15th and November 15th each year.
   b. A Close Out Report within six months of project completion.
   c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
   d. Project Outcome Reporting as defined by CARB Funding Guidelines.
   e. Jobs Reporting as defined by CARB Funding Guidelines.

2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB’s Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
   a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
   b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with
3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the “Project Closeout” report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency’s external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency’s contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times.
during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations
Caltrans may perform an audit and/or request detailed project information of the project sponsor’s LCTOP funded projects at Caltrans’ discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Greg Pratt  
(Print Authorized Agent)  
(Signature)

General Manager  
(Title)  
(Date)
**Lead Agency:** Humboldt Transit Authority  
**Project Title:** Free Fares /Ticket Vouchers  
**Regional Entity:** Humboldt County Association of Governments  
**County:** Humboldt

**Lead Agency:** I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

| Authorized Agent: | Greg Pratt  
Title: | General Manager  
Lead Agency: | Humboldt Transit Authority |

**Contributing Sponsor(s):** The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

| Authorized Agent: | Marcella May  
Title: | Executive Director  
Lead Agency: | Humboldt County Association of Governments |

| PUC Funds Type: | 99313 $237,536  
PUC Funds Type: | 99314 $ Amount of 99314 Funds |
Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent: Greg Pratt
Title: General Manager
Lead Agency: City of Eureka

Signature:

PUC Funds Type: 99313 $ Amount of 99313 Funds
PUC Funds Type: 99314 $ 15,423
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 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 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 FY19-2020 LCTOP funds:
List project(s), including the following information:

**Project Name:** Free Fares Covid-19/Ticket Vouchers

**Amount of LCTOP funds requested:** $303,307

**Short description of project:** This project will distribute free transit rides to assist during COVID-19. Also, ticket vouchers may be issued to raise awareness of existing routes.

**Benefit to a Priority Populations:** Offer free transit rides to assist the communities during the COVID-19. LCTOP will also allow potential riders to try transit.

**Contributing Sponsors (if applicable):** Humboldt County Association of Governments & City of Eureka

AGENCY BOARD DESIGNEE:

BY: ________________________________
TO:   Chair Pitino  
      All Governing Board Members

FROM:   Greg Pratt, General Manager

DATE:   May 6, 2020

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

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

Over the past two years, HTA Staff consolidated zones, implemented a new dispatch software, and  
streamlined the Contract for Services. Although Dial-A-Ride ridership has been extremely low due to the  
coronavirus, CAE Transport has been instrumental in assisting RTS, ETS, and AMRTS with providing  
transportation to passengers with disabilities.

The proposed contract is for a one-year term beginning July 1, 2020 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.*
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, 2020.

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, 2020.

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, 2020 – June 30, 2021, 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, 2020. 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**

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>VIN</th>
<th>License</th>
<th>Capacity</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>56</td>
<td>2017</td>
<td>Ford</td>
<td>Glaval</td>
<td>1FDEE3F50HDC47228</td>
<td>1528605</td>
<td>7+2 w/c</td>
<td>66,000</td>
</tr>
<tr>
<td>57</td>
<td>2015</td>
<td>Ford</td>
<td>Glaval</td>
<td>1FDEE3FL2FDA08589</td>
<td>1459682</td>
<td>7+2 w/c</td>
<td>69,000</td>
</tr>
<tr>
<td>58</td>
<td>2019</td>
<td>Ford</td>
<td>Glaval</td>
<td>1FDEE3SF5KDC19108</td>
<td>1568738</td>
<td>7+2 w/c</td>
<td>4,300</td>
</tr>
<tr>
<td>59</td>
<td>2019</td>
<td>Ford</td>
<td>Glaval</td>
<td>1FDEE3SF0KDC19114</td>
<td>1568739</td>
<td>7+2 w/c</td>
<td>4,900</td>
</tr>
<tr>
<td>76</td>
<td>2012</td>
<td>Ford</td>
<td>Glaval</td>
<td>1FDEE3FL9CDA21688</td>
<td>1406639</td>
<td>7+2 w/c</td>
<td>186,300</td>
</tr>
<tr>
<td>78</td>
<td>2015</td>
<td>Ford</td>
<td>Glaval</td>
<td>1FDEE3FL2FDA08592</td>
<td>1452660</td>
<td>7+2 w/c</td>
<td>120,800</td>
</tr>
<tr>
<td>79</td>
<td>2015</td>
<td>Ford</td>
<td>Glaval</td>
<td>1FDEE3FL4FDA08593</td>
<td>1473272</td>
<td>7+2 w/c</td>
<td>112,900</td>
</tr>
</tbody>
</table>

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, 2020, 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 any way, 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)*
EXHIBIT A

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

1. For July 1, 2020 through June 30, 2021, 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 $79,281 10.03%
   Humboldt Transit Authority $458,218 57.97%
   County of Humboldt $145,204 18.37%
   HCAOG $107,737 13.63%
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).

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, Myrtleowne, 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 ¾ 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.