

Board of Directors  
NATALIE ARROYO  
City of Eureka  
REX BOHN  
County of Humboldt  
STEVE LADWIG  
City of Trinidad  
JULIE WOODALL  
City of Rio Dell  
EMILY GOLDSTEIN  
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  
TELECONFERENCE

**ZOOM MEETING INSTRUCTIONS**

MEETING ID: 825 4530 5722

BY PHONE 1 (408) 638-0968

BY COMPUTER: <https://us02web.zoom.us/j/82545305722>

Wednesday, September 1, 2021

9:00 AM

Regular Meeting

**A. Call Meeting To Order**

**B. Roll Call & Introductions**

**C. Community Members Communication**

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

**D. Special Presentations**

**E. Consent Calendar**

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

1. Minutes from the July 7, 2021 Regular Board Meeting

Page 03

***Action Recommended: Approve minutes***

2. Consolidated Transportation Services Agency (CTSA) Contract

Page 06

The Humboldt Transit Authority was designated by the Humboldt County Association of Governments (HCAOG) as the CTSA for the Region. A draft contract for services is enclosed for Board Approval.

***Action Recommended: Approve the Contract between the Humboldt County Association of Governments and the Humboldt Transit Authority for Consolidated Transportation Services in Humboldt County.***

3. PG&E's Electric Vehicle Fleet Program

Page 16

The original agreement signed by the HTA Board in October 2019, requires an easement be executed by the Humboldt Transit Authority allowing PG&E to access and maintain their equipment up to the meter. Work is scheduled to begin in late September 2021.

***Action Recommended: Adopt Resolution No. 21-12 authorizing the General Manager to execute an Electric Vehicle Charging Network Easement for Pacific Gas and Electric "PG&E" at 133 V Street, Eureka, CA as part of PG&E's EV Fleet Electrification Program.***

4. Memorandum of Understanding between Humboldt Transit Authority (HTA) Page 23  
and American Federation of State, County, and Municipal Employees (AFSMCE) for July 1, 2021 – June 30, 2024. The employee’s contract between HTA and the union expired on June 30, 2021. Staff is recommending extending the contract with certain amendments agreed upon during the negotiating process.  
~Draft MOU enclosed  
***Action Recommended: Approve changes to the contract to the July 1, 2021 - June 30, 2024 Memorandum of Understanding between Humboldt Transit Authority and the American Federation of State, Municipal and County Employees by adopting Resolution 21-10.***

5. Amendments to the Salary Schedule and Personnel Policy Manual for Unrepresented Employees Page 25  
Staff is proposing changes to the Salary Schedule for unrepresented employees. All changes require board authorization for approval.  
***Action Recommended: Approve Amendment to the Humboldt Transit Authority’s Salary Schedule for Unrepresented Employees by Adopting Resolution 21-11***

6. Bus Shelter Maintenance & Repair Page 28  
The current contract for cleaning transit shelters that HTA buses service is set to expire this month. Staff is requesting the board extend the present contract to another three-year term.  
***Action Recommended: Approve the Contract between the Humboldt Transit Authority and Redwood Teen Challenge for Bus Shelter Cleaning and authorize the General Manager to execute the agreement.***

**F. Items Removed from Consent Calendar**

**G. Reports**

None

**H. New Business**

1. Responses to the 2019-20 Fiscal and Compliance Audit Page 35  
Staff has prepared responses to the finding from the 2017-18 Fiscal and Compliance Audit.  
***Action Recommended: 1.) Review and discuss. 2.) If approved, direct staff to prepare the responses as recommended below and authorize the General Manager to notify the affected member entities for this request. Authorize the restriction of funds as follows:***  
***Intercity System: Restrict \$86,347 for Capital Purchases***

**I. Board Communications**

**J. Staff Communications**

1. HFCB September 9 @11:00 am

**K. Adjournment**

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

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

**MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY**

**REGULAR BOARD MEETING**

**July 7, 2021**

**PRESENT**

Board Members

Rex Bohn, County of Humboldt  
Julie Woodall, City of Rio Dell  
Natalie, Arroyo, City of Eureka  
Steve Ladwig, City of Trinidad

**ABSENT**

Mike Wilson, County of Humboldt  
Emily Goldstein, City of Arcata  
Tami Trent, City of Fortuna

Staff

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

Also, in attendance was Nancy Diamond; HTA Legal Counsel; Barbara Guest, Anderson, Lucas, Somerville, & Borges; Oona Smith, HCAOG.

**CALL TO ORDER**

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

**ROLL CALL**

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 Councilmember Woodall, second by Councilmember Ladwig to approve the Consent Calendar.*

*Motion carries unanimously*

1. Minutes from the June 2, 2021 Regular Board Meeting

***Action Recommended: Approve minutes***

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

HTA would like to continue with its Public Transportation Agency Plan to increase the safety of its drivers, passengers, and to strengthen the agency's safety and risk management program.

~PTASP Enclosed

**Action Recommended: Approve Humboldt Transit Authority's Public Transportation Agency Safety Plan by adopting Resolution 21-07, Approving the Public Transportation Agency Safety Plan (PTASP) for the Humboldt Transit Authority**

3. Agreement between the Humboldt Transit Agency and CAE Transport, Inc. for Paratransit Transportation (Dial-A-Ride) Services

Staff is recommending a one-year contract for CAE Transport to provide Dial-A-Ride services in Humboldt County.

**Action Recommended: Approve Agreement between the Humboldt Transit Authority and CAE Transport, Inc. for Paratransit Transportation (Dial-A-Ride) Services and authorize the General Manager to sign the Agreement**

**Items removed from the Consent Calendar**

None

**REPORTS**

Stats and Financials

**NEW BUSINESS**

1. 2019/2020 Fiscal & Compliance Audit

Pursuant to the Transportation Development Act Section 99260; the California Administrative Code; and, the rules and regulations of the Humboldt County Association of Governments, the Humboldt Transit Authority is audited on an annual basis to determine compliance with the same. The audit is conducted in accordance with Government Auditing Standards issued by the Controller General of the United States and the provisions of the Office of Management and Budget Circular A-128, Audits of State and Local Government, to obtain reasonable assurance about whether the financial statements are free of material misstatement. A representative from the firm Anderson, Lucas, Somerville, & Borges was present virtually at this meeting to review the audit and answer any questions from board members or the public.

*General Manager Greg Pratt will contact the County and prepare the necessary responses and bring it back to the September board meeting.*

2. Adoption of the Fiscal Year 2021/2022 Final Budget for Humboldt Transit Authority

The preliminary budget was adopted on the June 2, 2021. All requirements have been met in the preparation for the adoption of the final budget for Humboldt Transit Authority

a. Open a public hearing opportunity for members of the public to comment on the adopted preliminary budget for fiscal year 2021-22.

No public comment

b. After hearing comments, close public hearing.

Public Hearing closed at 9:15 a.m.

- c. Make changes if necessary and approve the final budget by adopting Resolution 21-08.  
*Motion by Councilmember Woodall, second by Councilmember Ladwig to make necessary changes to the 2021/22 Final Budget for Humboldt Transit Authority and adopt Resolution 21-08.*  
*Motion carries unanimously*

3. Town of Samoa Public Transit

Because the County is low on transportation funds, Staff is recommending using Coronavirus Aid, Relief, and Economic Security (CARES) Act and Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Funds to continue with the pilot for one more year.

*Motion by Councilmember Ladwig, second by Councilmember Woodall to approve the contract between CAE Transport and the Humboldt Transit Authority for Transportation Services in Samoa and authorize the General Manager to sign the Agreement.*

*Motion carries unanimously*

4. Quality Control (Nightshift) Supervisor

To combat Covid-19, maintenance staff has doubled its cleaning efforts on all buses to make sure that bus are detailed and sanitized and ready for service. In addition, drivers have had to monitor mask use and social distancing as new guidelines are constantly changing. To help with issue that arise during the evening, Staff is recommending adding a represented position, Quality Control (Night Shift) Supervisor.

*Motion by Councilmember Ladwig, second by Councilmember Woodall to approve the Salary Schedule, Classification Plan, and Job Description for the Quality Control (Night Shift) Supervisor position for HTA and adopt Resolution 21-09.*

*Motion carries unanimously*

## **BOARD COMMUNICATIONS**

Councilmember Arroyo announced that she has been away back east training with the Coast Guard and was promoted to Ensign with the United States Coast Guard.

## **STAFF COMMUNICATIONS**

General Manager Greg Pratt announced to the board that he is working on an All Systems 31 Day Pass and that the cost is \$50.00. LCTOP funds are used to fund this project it is expected to roll out next month, August 2021.

## **CLOSED SESSION**

1. Public Comment  
None
2. The Board went into closed session at 9:30 a.m. pursuant to Government Code Section 54957.6. Agency designated representative: Jack Hughes; Employee organization: Local 1684, American Federation of State, County and Municipal Employees.
3. Pursuant to Government Code Section 54957.1, at the conclusion of the closed session, a public report was made by Vice Chairperson Ladwig, with nothing to report.

## **ADJOURNMENT**

Meeting adjourned at 9:35 a.m.



133 V Street  
Eureka, CA 95501

*A Public Entity Serving Humboldt County Since 1976*

Office: (707) 443-0826  
Fax: (707) 443-2032  
[www.hta.org](http://www.hta.org)

TO: Chair Arroyo  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 1, 2021

SUBJECT: Consolidated Transportation Services Agency (CTSA) Contract

CTSA's were created in 1979, when the state legislature passed Assembly Bill 120, "Social Services Transportation Act." The vision behind creating the CTSA model was to foster coordination among social service transportation providers and to improve the quality of transportation services to low mobility groups while achieving costs savings, lower insurance premiums, and more efficient use of vehicles and funding resources.

In March 2016, the Humboldt County Association of Governments (HCAOG) Board designated HTA as the CTSA for the region. At their September 2021 meeting, the HCAOG Board approved a 5-year renewal from the original contract.

HTA currently certifies all participants in the DAR program, recertifies all DAR participants every five years, monitors the complaint process, holds monthly meetings with various organizations to discuss specialized service, attends meetings with the Social Service Transportation Advisory Council (SSTAC), the Service Coordination Committee (SCC), and Technical Advisory Committee (TAC), verifies ridership, distributes payments, circulates brochures, and oversees the administrative contract.  
~Draft contract attached.

***Action Recommended: Approve the Contract between the Humboldt County Association of Governments and the Humboldt Transit Authority for Consolidated Transportation Services in Humboldt County.***

**CONTRACT BETWEEN THE HUMBOLDT COUNTY  
ASSOCIATION OF GOVERNMENTS  
AND THE HUMBOLDT TRANSIT AUTHORITY  
ACTING AS THE CONSOLIDATED TRANSPORTATION  
SERVICES AGENCY  
FOR  
HUMBOLDT COUNTY**

THIS AGREEMENT is made effective this 1st day of July 1, 202021 between the HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers public agency of the State of California, hereinafter called HCAOG, and the HUMBOLDT TRANSIT AUTHORITY, a joint powers public agency of the State of California, hereinafter called HTA.

WHEREAS, pursuant to California state law approved in 1979 as Assembly Bill 120 named the Social Services Transportation Improvement Act, Government Code section 15950 et. seq., at least one consolidated transportation services agency ("CTSA") is to be designated within each county to improve the quality of transportation services to low mobility groups while achieving cost savings, a more efficient use of vehicles, and funding resources; and,

WHEREAS, HCAOG desires to designate HTA as the CTSA for Humboldt County based on the terms and conditions of this Agreement, and HTA desires to accept the designation.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. CTSA Designation.

- a. HCAOG hereby designates HTA as the CTSA for Humboldt County to provide coordination of public transportation services and to ensure continual satisfactory compliance with applicable Transportation Development Act ("TDA") regulations, and HTA hereby accepts the designation to act as CTSA in Humboldt County.

2. Term, Maximum Payment Obligation Agreement.

The term of this Agreement is for five years commencing July 1, 2021 and ending June 30, 2026, unless earlier terminated as provided herein.

3. Scope of Work.

- a. HTA shall be responsible for the complete performance of the work and performance standards described in Appendix A, "HTA CTSA Scope of Work," attached hereto and incorporated herein.
- b. HTA's General Manager shall coordinate all work described in Appendix A with the HCAOG Executive Director. HCAOG shall not be obligated to make payments until HTA has carried out the responsibilities described herein and in compliance with Section 5 of this Agreement.
- c. HTA shall maintain an oversight structure and process at its governing board level.

4. Personnel.

Personnel employed by HTA to perform the work described in Appendix A shall be employed consistent with Section 9 of this Agreement.

5. Payment of HTA Invoices.

- a. HTA will file an annual Transportation Development Act (TDA) State Transit Assistance (STA) fund claim with HCAOG. STA funds will be paid through the County Auditor Controller's office upon HCAOG approval.
- b. Payment by HCAOG is contingent upon receipt by HTA of the above documentation provided by HTA, consistent with Section 10 of this Agreement. Payment to HTA is further contingent upon HCAOG's determination that the performance of HTA meets TDA regulations and HCAOG standards.
- c. Payment from HCAOG shall be made quarterly based on the allocations from the State Controller.

6. Records Retention and Audits.

- a. HTA shall maintain all source documents, books, and records connected with their performance of work initiated under this Agreement and each annual HTA audit for a minimum of 3 years from the date of the final payment to HTA, or until audit resolution is achieved, whichever is later. All supporting information shall be made available for inspection and audit by representatives of HTA, the state, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished by HTA upon request, at no cost to HCAOG.
- b. HTA agrees to include all costs associated with the Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under an annual audit.

7. Management and Services:

HTA designated as the CTSA will administer the system-wide Dial-A-Ride (DAR) contract, administer the DAR certification program, attend Social Service Transportation Advisory Council (SSTAC) and Service Coordination Committee (SCC) meetings, coordinate with transit and social service transportation programs to eliminate duplications and cost of services thus providing a more efficient and cost effective transit service. HTA shall identify and implement efficiencies in community transportation operations, identify opportunities to develop cooperative agreements between agencies to coordinate financial resources and capital assets, partner with other agencies to apply for grants, and provide assistance for grant applications.

8. Coordination.

HTA will have oversight on the coordination with local transportation providers to ensure things such as, adequate trainings for vehicle drivers, and combined purchasing of necessary equipment to enhance cost savings are taking place.

9. Personnel.

HTA designated as the CTSA will provide sufficient personnel to render the services provided for herein and shall hire, supervise, discipline, and discharge such personnel. HTA will compensate such personnel, withhold and pay income and employment taxes as



required by law, maintain Worker's Compensation Insurance for and pay any other benefits or compensation due such personnel by virtue of their employment.

10. Payment to HTA.

HCAOG's maximum payment obligation to HTA is limited to those funds identified in this Section 10. The obligation shall be determined on the annual availability of State Transit Assistance (STA) Funds. Payment to HTA shall be consistent with the schedule shown in Appendix B, "HTA CTSA Compensation," attached hereto and incorporated herein. Except as provided in paragraph 5, the total and only compensation for all services and duties performed pursuant to this agreement shall be as set forth in this paragraph and shall be paid in the following installments:

- a. One hundred twenty-five thousand, five hundred and ninety-seven dollars (\$125,597) from the Fiscal Year 2021-22 STA funds.
- b. One hundred twenty-nine thousand, three hundred and sixty-five dollars (\$129,365) from the Fiscal Year 2022-23 STA funds.
- c. One hundred thirty-three thousand, two hundred and forty-six dollars (\$133,246) from the Fiscal Year 2023-24 STA funds.
- d. One hundred thirty-seven thousand, two hundred and forty-three dollars (\$137,243) from the Fiscal Year 2024-25 STA funds.
- e. One hundred forty-one thousand, three hundred sixty-one dollars (\$141,361) from the Fiscal Year 2025-26 STA funds.

HTA shall provide a reporting of CTSA services, goals, and accomplishments to the SSTAC and SCC on a biannual basis.

11. Failure to Pay HTA.

HTA understands that HCAOG is merely administering this agreement, and is not providing the funds to pay HTA hereunder, which are to be provided by the State of California. HTA waives any claim against and holds HCAOG harmless from any failure to pay HTA that is the result of HCAOG not receiving funds for such purpose from the State of California.

12. Business Office and Dispatch Center.

HTA will maintain a locally listed telephone and a local office open during normal office hours, Monday through Friday. HTA will also maintain a dispatch center from which transportation services are directed and which contains all equipment necessary to provide services under this agreement.

13. Records, Accounts, Data.

HTA will keep records as required herein and as further required by the HCAOG Executive Director, including, but not limited to, records and accounts of all receipts and expenditures, evidence of indebtedness and credit, and transactions relating to the administration of CTSA duties.

14. Relationship of Parties.

Each party hereto is independent of the other. The relationship of employer and employee exists only between HTA and its personnel.

15. Non-Discrimination.

In providing services under this agreement, HTA shall not 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.

16. 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 ensure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable.

17. Inability to Perform.

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

In the event HTA is excused from performing its obligations hereunder for any of the aforesaid reasons, HCAOG may, in its absolute discretion, perform all such obligations itself without liability to HTA therefore. Further, if HTA is excused from performing its obligations hereunder for any of the aforesaid reasons, HCAOG shall have the option to terminate this agreement at any time during such period of nonperformance by giving HTA written notice thereof not less than seven (7) days prior to the effective date of such termination, which effective date shall be set forth in said notice.

18. Termination for Default.

All of the terms and conditions of this agreement are considered material, and if HTA defaults in the performance thereof and HCAOG gives HTA written notice of said default within ten (10) days of the date of default or of the date HCAOG learned of the default, and HTA does not for a period of thirty (30) days thereafter remedy said default, then HCAOG without further notice shall terminate this agreement. It is further provided,

however, that if HTA believes that it has remedied such breach but such remedy has been questioned by HCAOG, the issue as to whether a violation of this agreement has occurred or the breach has been remedied shall first be discussed between the parties and a resolution of the dispute attempted.

19. Termination for Lack of Funds or Termination of Funding Agreement.

This agreement may be terminated by either party on written notice to the other party if the State of California fails, refuses or is unable to provide funds to pay HTA hereunder. Such notice shall become effective on the date funds available to pay HTA are exhausted or are no longer forthcoming from the State of California.

20. Bankruptcy.

The appointment of a receiver to take possession of all or substantially all of the assets of HTA, a general assignment by HTA for the benefit of creditors, or any action taken or suffered by HTA under any insolvency or bankruptcy act shall constitute a breach of this agreement by HTA and shall at the option of HCAOG terminate this agreement.

21. Insurance.

Throughout the period of this agreement, HTA shall maintain in full force and effect the following policies of insurance:

- a. Comprehensive general liability insurance in the minimum amount of \$5,000,000 combined single limit, covering all bodily injury, including death, and all property damage arising out of HTA's performance of this agreement.

Such policies of insurance shall name HCAOG and the State of California, and their governing boards, officers, agents and employees, as additional insurers.

Such insurance shall be provided by policies issued by an insurer acceptable to HCAOG. Concurrently with the execution of this agreement, HTA shall furnish HCAOG with a certificate or certificates evidencing issuance of all insurance policies required herein or copies of the policies themselves. Each such policy shall bear the following endorsements:

- i. Endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after HCAOG shall have received written notification by registered mail from the insurance carrier; and,
- ii. A standard cross-liability endorsement.

22. Hold Harmless.

HTA shall hold HCAOG and the State of California and their governing boards, officers, agents and employees harmless 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 HTA's performance of the duties and obligations of this agreement, including HTA's operation, administration and management of transportation services hereunder. HTA shall further, at HTA's expense, defend HCAOG the State of California and their governing boards, officers, agents and employees from any claims, actions or suits for any damages or loss whatsoever,

caused or alleged to have been caused by reason of HTA's performance of its duties under this agreement, and shall pay or satisfy any judgment rendered against any such entity as a result of such claims, actions or suits.

23. No Assignment.

HTA shall not assign, transfer or otherwise substitute its interest in this agreement or its obligations hereunder without the written consent of HCAOG, which consent shall not be unreasonably withheld. The parties understand and agree that HTA may assign or subcontract its benefits and obligations under this contract with the Dial-A-Ride service provider.

24. Representatives and Notices.

The parties appoint the following persons to represent their respective interests herein. Written notices provided for herein will be deemed given on posting in the United States mail, postage prepaid, addressed to such representatives as follows:

HCAOG: Beth Burks, Executive Director  
Humboldt County Association of Governments  
611 I Street, Suite B  
Eureka, CA 95501

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

25. No Third Party Beneficiaries.

This is not a third-party beneficiary contract and does not create any rights in any persons not parties hereto.

26. 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 the agreement shall be read and 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 either party, the agreement shall be physically amended to make such insertion or correction.

27. Paragraph Headings.

Underlined paragraph headings in this agreement are used only for convenience and shall not be construed to be part of or to affect the meaning of the paragraph headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

HCAOG:

HTA:

By: \_\_\_\_\_  
Beth Burks, Executive Director

By: \_\_\_\_\_  
Natalie Arroyo, HTA Board Chair

HTA LEGAL COUNSEL REVIEW

By \_\_\_\_\_

**Scope of Work  
for  
Humboldt Transit Authority Serving as the  
Consolidated Transportation Services Agency**

Overall Goals:

- Increase transportation options for seniors, the disabled, and persons of low income.
- Reduce the costs for public transportation.
- Identify and implement efficiencies in community transportation operations.

Task 1: Dial-A-Ride (DAR) Contract Oversight

- Administer the system-wide DAR contract.
- Administer the DAR certification program.

Task 2: Coordination

- Member participation on HCAOG's Social Service Transportation Advisory Council (SSTAC) and Service Coordination Committee (SCC).
- Coordinate with transit and social service agencies to:
  - Centralize administration of social service transportation programs to eliminate duplications and cost of services, to provide an efficient and cost effective network of transportation services for social needs.
  - Identify and implement efficiencies in community transportation operations.
  - Identify opportunities to develop cooperative agreements between agencies to coordinate financial resources and capital assets.
- Partner with other agencies to apply for grants.
  - Provide assistance for grant applications.

Task 4: Driver Training

- Coordinate with local transportation providers to hold adequate training for vehicle drivers.
  - Combined purchasing of necessary equipment so that some cost savings through larger number of unit purchases can be realized and applied.
  - Adequate training of vehicle drivers to insure the safe operations of vehicles.
  - Proper driver training to promote lower insurance costs.

Revenue		HTA Budget for Consolidated Transportation Services Agency	
STA FY 2021-22			
STA FY 2022-23	-		
STA FY 2023-24	-		
STA FY 2024-25	-		
STA FY 2025-26	-		
<b>Total Revenue</b>	<b>\$0</b>		

FY 2021-22				FY 2022-23			
<b>Expenses</b>				<b>Expenses</b>			
Account 620	Labor Costs			Account 620	Labor Costs		
	Administration	108,612			Administration	111,870	
	Maintenance	5,065			Maintenance	5,217	
	Operations	1,958			Operations	2,017	
Account 611	Printing	338		Account 611	Printing	348	
Account 610	Postage	760		Account 610	Postage	783	
Account 609	Office	732		Account 609	Office	754	
Indirect Expense		8,132		Indirect Expense		8,376	
<b>Total Expense</b>		<b>125,597</b>				<b>129,365</b>	

FY 2023-24				FY 2024-25			
<b>Expenses</b>				<b>Expenses</b>			
Account 620	Labor Costs			Account 620	Labor Costs		
	Administration	115,226			Administration	118,683	
	Maintenance	5,373			Maintenance	5,535	
	Operations	2,077			Operations	2,140	
Account 611	Printing	359		Account 611	Printing	369	
Account 610	Postage	806		Account 610	Postage	830	
Account 609	Office	777		Account 609	Office	800	
Indirect Expense		8,627		Indirect Expense		8,886	
		<b>133,246</b>				<b>137,243</b>	

FY 2025-26			
<b>Expenses</b>			
Account 620	Labor Costs		
	Administration	122,244	
	Maintenance	5,701	
	Operations	2,204	
Account 611	Printing	380	
Account 610	Postage	855	
Account 609	Office	824	
Indirect Expense		9,153	
		<b>141,361</b>	



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](http://www.hta.org)

TO: Chair Arroyo  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 1, 2021

SUBJECT: PG&E's Electric Vehicle Fleet Program

On October 23, 2019 the Humboldt Transit Authority entered into an agreement with PG&E for the EV Fleet Program which is a cost sharing and incentive program for the design, construction, and maintenance of Electric Vehicles and EV chargers at the HTA facility. The agreement requires an easement be executed by HTA allowing PG&E to access and maintain the equipment up to the meter at the HTA yard. The existing infrastructure will be upgraded based on the requirement of the electric vehicles and charges by PG&E's Contractor. The easement document is a requirement prior to start of PG&E construction at the MSC which is scheduled for the end of September 2021.

***Adopt Resolution 21-12 authorizing the General Manager to execute an Electric Vehicle Charging Network Easement for Pacific Gas and Electric "PG&E" at 133 V Street, Eureka, CA as part of PG&E's EV Fleet Electrification Program.***



**RESOLUTION 21-12**  
**RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT WITH**  
**PACIFIC GAS & ELECTRIC FOR (APN 002-124-010)**

WHEREAS, the easement is identified as a requirement for the existing agreement for the EV Fleet Program between Pacific Gas and Electric “PG&E” and the Humboldt Transit Authority” HTA” executed on October 23, 2019; and

WHEREAS, HTA wishes to authorize an Electric Vehicle Charging easement of HTA property at 133 V Street, Eureka CA for access and maintenance by PG&E; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF THE HUMBOLDT TRANSIT AUTHORITY: That the Humboldt Transit Authority Governing Board of Directors does hereby authorize the General Manager to execute easement documents with PG&E for infrastructure associated with supplying power to HTA property (APN 002-124-010)

PASSED AND ADOPTED by the Humboldt Transit Authority Governing Board of Directors at a regular meeting held on the 1<sup>st</sup> day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chair of the HTA Governing  
Board of Directors

ATTEST:

---

HTA Secretary to the Board

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**245 Market Street, N10A, Room 1015**  
**P.O. Box 770000**  
**San Francisco, California 94177**

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911)
- ☐ Computed on Full Value of Property Conveyed, or
- ☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- ☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

\_\_\_\_\_  
Signature of declarant or agent determining tax

**LD# 2405-01-**

**EASEMENT DEED**

HUMBOLDT TRANSIT AUTHORITY, a California joint powers authority,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the City of Eureka, County of Humboldt, State of California, described as follows:

(APN 002-124-010)

The parcel of land conveyed by the Notice of Merger and Certificate of Subdivision Compliance dated August 3, 2006 and recorded as Document No. 2006-23064-3, Humboldt County Records.

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing Number 31479101 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

In the event upon termination of the electric vehicle charging station contract as set forth in said terms and conditions, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: \_\_\_\_\_, \_\_\_\_\_.

HUMBOLDT TRANSIT AUTHORITY , a  
California joint powers authority

I hereby certify that a resolution was adopted  
on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the  
\_\_\_\_\_  
authorizing the foregoing grant of easement.

By \_\_\_\_\_

\_\_\_\_\_  
By

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Here insert name and title of the officer  
personally appeared \_\_\_\_\_  
\_\_\_\_\_.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_

# LEGEND

-----	ELECTRIC FACILITIES
————	SUBJECT PARCEL
[M]	ELECTRIC METER
[TF]	ELECTRIC TRANSFORMER
— — —	CENTERLINE OF ALIGNMENT OF FACILITIES
H.C.R.	HUMBOLDT COUNTY RECORDS

APN 002-081-006

APN 002-081-005

APN 002-121-002

APN 002-121-003

APN 002-121-004

1ST ST

APN 002-124-005

**HUMBOLDT TRANSIT AUTHORITY  
DOCUMENT NO. 2006-23064-3  
H.C.R.**

APN 002-124-010

W ST

X ST

APN 002-123-001

APN 002-091-010

VACATED ALLEY

APN 002-124-010

APN 002-124-008

APN 002-124-009

APN 002-123-005

2ND ST

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL  
BOUNDARIES OR LINES

Applicant: <b>HUMBOLDT TRANSIT AUTHORITY 133 V ST, EUREKA</b>					SCALE NOT TO SCALE	DATE 04/19/20
SECTION NW/NE/23	TOWNSHIP 5N	RANGE 1W	MERIDIAN MDM	COUNTY OF: HUMBOLDT	CITY OF: EUREKA	
PLAT MAP REFERENCES				F.B.: N/A	DR.BY: LC	CH.BY: PRFB
ELECTRIC P0803				<b>PG&amp;E</b>	NORTH COAST DIVISION	31479101 AUTHORIZ
						31479101 DRAWING NO.

Attach to LD: 2405-01-  
Area: 7; North Coast Division  
Land Service Office: Fresno  
Line of Business: Electric Charging Station (95), Electric Distribution (43)  
Business Doc Type: Easements  
MTRSQ: 24.05.01.23.14  
FERC License Number: N/A  
PG&E Drawing Number: 31479101  
Plat No.: P0803  
LD of Affected Documents: N/A  
LD of Cross-Referenced Documents: N/A  
Type of interest: Communication Easements (6), Electric Underground Easements (4), Utility  
Easement (86)  
SBE Parcel: N/A  
% Being Quitclaimed: N/A  
Order or PM: 31479101  
JCN: N/A  
County: Humboldt  
Utility Notice Number: N/A  
851 Approval Application No: N/A; Decision: N/A  
Prepared By: LC  
Checked By: PRFB



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 Arroyo  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 1, 2021

SUBJECT: Memorandum of Understanding between Humboldt Transit Authority (HTA) and American Federation of State, County, and Municipal Employees (AFSMCE) for July 1, 2021 – June 30, 2024.

The employee's contract between the American Federation of State, County, and Municipal Employees and Humboldt Transit Authority expired on June 30, 2021. We have successfully negotiated a draft contract with the represented employees. Below are some of the highlights.

1. Increased base wages at Step E by either 3.0% for all bargaining unit members for fiscal years 2021, 2022, and 2023.
2. Established sick pay accrual for all represented employees.
3. Beginning with the 2021 health plan year, the Authority will pay for 100% of the employees share of the lowest cost available medical and dental plans.

***Action Recommended: Approve changes to the contract to the July 1, 2021 - June 30, 2024 Memorandum of Understanding between Humboldt Transit Authority and the American Federation of State, Municipal and County Employees by adopting Resolution 21-10.***

**RESOLUTION 21-10**

**A RESOLUTION APPROVING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE  
HUMBOLDT TRANSIT AUTHORITY AND THE LOCAL 1684,  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

WHEREAS, the Humboldt Transit Authority (HTA) and the Local 1684, American Federation of State, County and Municipal Employees, AFL-CIO (AFCME) entered into a memorandum of understanding (MOU) for the time period July 1, 2021 through June 30, 2024; and

WHEREAS, the parties have negotiated a successor MOU.

NOW, THEREFORE, BE IT RESOLVED by the Humboldt Transit Authority Governing Board of Directors that the successor memorandum of understanding between Humboldt Transit Authority (HTA) and the Local 1684, American Federation of State, County and Municipal Employees, AFL-CIO (AFCME) for the time period July 1, 2021 to June 30, 2024 is hereby approved.

PASSED, APPROVED AND ADOPTED by the Humboldt Transit Authority Governing Board of Directors, on September 1, 2021 by the following vote:

AYES:

NOES:

ABSENT:

---

Chair of the HTA Governing Board of  
Directors

---

ATTEST: HTA Secretary to the Board





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 Arroyo  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 1, 2021

SUBJECT: Humboldt Transit Authority Salary Schedule

All changes to the Salary Schedule require board authorization. The change to the benefit package has been updated to mirror the recent changes to the Memorandum of Understanding between AFSCME and HTA. There are no budget impacts with the current unrepresented staff and summary of the proposed changes are as follows:

1. Unrepresented salary increases:
  - a. 3.0 % Effective July 1, 2021
    - i. 3.0% was included in the 21/22 Budget
  - b. 3.0% Effective July 1, 2022
  - c. 3.0% Effective July 1, 2023
    - i. Yearly increases for represented employees reflect the same increases as represented employees in the 2021-24 MOU.

***Action Recommended: Approve Amendment to the Humboldt Transit Authority's Salary Schedule for Unrepresented Employees by Adopting Resolution 21-11***

## July 1, 2021

July 1, 2021								
Unrepresented Employees	A	B	C	D	E	F	G	H
Operations Manager	\$28.53	\$30.81	\$33.09	\$35.38	\$37.66	\$39.91	\$41.91	\$44.00
Director of Maintenance	\$28.53	\$30.81	\$33.09	\$35.38	\$37.66	\$39.91	\$41.91	\$44.00
Human Resource Manager	\$28.53	\$30.81	\$33.09	\$35.38	\$37.66	\$39.91	\$41.91	\$44.00
Finance Manager	\$28.53	\$30.81	\$33.09	\$35.38	\$37.66	\$39.91	\$41.91	\$44.00
Transit Planner	\$28.53	\$30.81	\$33.09	\$35.38	\$37.66	\$39.91	\$41.91	\$44.00
Administrative & Finance Asst	\$24.69	\$25.91	\$27.21	\$28.58	\$30.01	\$31.51	\$33.08	\$34.74
Safety & ADA Coordinator	\$24.69	\$25.91	\$27.21	\$28.58	\$30.01	\$31.51	\$33.08	\$34.74
Bookkeeper	\$22.07	\$22.87	\$23.63	\$24.40	\$25.18	\$26.00	\$27.30	\$28.66
Administrative Assistant II	\$21.00	\$21.79	\$22.56	\$23.33	\$24.09	\$24.92	\$26.16	\$27.47
Administrative Assistant I	\$15.39	\$16.44	\$17.51	\$18.57	\$19.62	\$20.69	\$21.73	\$22.81

July 1, 2022								
Unrepresented Employees	A	B	C	D	E	F	G	H
Operations Manager	\$29.39	\$31.73	\$34.09	\$36.44	\$38.79	\$41.11	\$43.17	\$45.32
Director of Maintenance	\$29.39	\$31.73	\$34.09	\$36.44	\$38.79	\$41.11	\$43.17	\$45.32
Human Resource Manager	\$29.39	\$31.73	\$34.09	\$36.44	\$38.79	\$41.11	\$43.17	\$45.32
Finance Manager	\$29.39	\$31.73	\$34.09	\$36.44	\$38.79	\$41.11	\$43.17	\$45.32
Transit Planner	\$29.39	\$31.73	\$34.09	\$36.44	\$38.79	\$41.11	\$43.17	\$45.32
Administrative & Finance Asst	\$25.43	\$26.69	\$28.03	\$29.44	\$30.91	\$32.45	\$34.08	\$35.78
Safety & ADA Coordinator	\$25.43	\$26.69	\$28.03	\$29.44	\$30.91	\$32.45	\$34.08	\$35.78
Bookkeeper	\$22.74	\$23.55	\$24.34	\$25.13	\$25.94	\$26.78	\$28.12	\$29.52
Administrative Assistant II	\$21.63	\$22.45	\$23.23	\$24.03	\$24.81	\$25.66	\$26.95	\$28.29
Administrative Assistant I	\$15.85	\$16.93	\$18.04	\$19.13	\$20.21	\$21.31	\$22.38	\$23.50

July 1, 2023								
Unrepresented Employees	A	B	C	D	E	F	G	H
Operations Manager	\$30.27	\$32.68	\$35.11	\$37.54	\$39.95	\$42.34	\$44.46	\$46.68
Director of Maintenance	\$30.27	\$32.68	\$35.11	\$37.54	\$39.95	\$42.34	\$44.46	\$46.68
Human Resource Manager	\$30.27	\$32.68	\$35.11	\$37.54	\$39.95	\$42.34	\$44.46	\$46.68
Finance Manager	\$30.27	\$32.68	\$35.11	\$37.54	\$39.95	\$42.34	\$44.46	\$46.68
Transit Planner	\$30.27	\$32.68	\$35.11	\$37.54	\$39.95	\$42.34	\$44.46	\$46.68
Administrative & Finance Asst	\$26.19	\$27.49	\$28.87	\$30.32	\$31.84	\$33.43	\$35.10	\$36.85
Safety & ADA Coordinator	\$26.19	\$27.49	\$28.87	\$30.32	\$31.84	\$33.43	\$35.10	\$36.85
Bookkeeper	\$23.42	\$24.26	\$25.07	\$25.89	\$26.72	\$27.58	\$28.96	\$30.41
Administrative Assistant II	\$20.39	\$21.16	\$21.90	\$22.65	\$23.39	\$24.19	\$25.40	\$26.67
Administrative Assistant I	\$14.94	\$15.96	\$17.00	\$18.03	\$19.05	\$20.09	\$21.09	\$22.15

**RESOLUTION 21-11**  
**RESOLUTION OF THE HUMBOLDT TRANSIT AUTHORITY**  
**AMENDING THE CLASSIFICATION PLAN AND SALARY SCHEDULE**

**WHEREAS**, on January 18, 2012, Humboldt Transit Authority adopted Resolution 12-01 implementing the Personnel Policy for unrepresented employees and Salary Schedule and Classification plan for represented and unrepresented employees; and,

**WHEREAS**, these documents have been amended by Resolution 16-05, 16-12, 18-11, 19-03, 20-11, 21-05, and 21-09; and,

**WHEREAS**, the Governing Board of Directors of the Humboldt Transit Authority desires to amend its Salary Schedule and Classification Plan.

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

1. Resolution 21-09 is hereby rescinded and replaced by Resolution 21-11 adopting the enclosed Classification Plan effective September 1, 2021.

**PASSED, APPROVED AND ADOPTED** this first day of September 2021, on the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Chair of the HTA Governing  
Board of Directors

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



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](http://www.hta.org)

TO: Chair Arroyo  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 1, 2021

SUBJECT: Cleaning Services for HTA Bus Stop Shelters

For the past three years, Teen Challenge has done a great job cleaning the bus shelters and have responded quickly to all our requests and emergencies. They have been helpful in reporting damage to bus stops, assisting with minor repairs, and have steam cleaned various bus stops at no cost to the Authority. Teen Challenge has also been reconditioning the shelters that are having problems with the powder coating peeling off by repairing and painting them.

Staff has put in a lot of time working with Teen Challenge to improve the overall appearance of the shelters and would like that relationship to continue. They have submitted a proposal to HTA for a three-year term at the fixed rate of \$3,960/month. The price was reduced from the prior contract amount due to shelter placement and removal.

*~The current contract amount is \$4369.80*

***Action Recommended: Execute the Contract between Teen Challenge and the Humboldt Transit Authority for a three-year term at a fixed cost of \$3,960 per month.***

**AGREEMENT BETWEEN  
THE HUMBOLDT TRANSIT AUTHORITY  
AND  
TEEN CHALLENGE  
FOR CONTRACT SERVICES**

**THIS AGREEMENT** for Contract Services (“Agreement”) is made on September 1, 2021, by and between Teen Challenge, hereinafter referred to as “Contractor,” and the Humboldt Transit Authority, a joint powers authority, hereinafter referred to as “HTA.”

1. **Scope of Services.** Contractor shall perform services for HTA in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as Bus Stop and Shelter Cleaning Services (“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 Contractor, which shall not occur until after full execution of this Agreement by both parties and receipt by HTA of all insurance certificates.
  - b) **Termination.** Unless terminated sooner under Section 17, this Agreement shall terminate on September 30, 2024.
3. **Compensation For Services, Payment.**
  - a) HTA shall pay Contractor at the rate and basis as set forth in the payment schedule in Exhibit B, attached hereto and incorporated herein.
  - b) Contractor shall prepare and submit its invoices to HTA no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. 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 Contractor has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement.
4. **Permits And Licenses.** Contractor warrants that it is fully qualified to perform the Services under this Agreement, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall pay all charges and fees in connection with said permits and licenses, and shall keep them paid and current throughout the term of this Agreement.
5. **Compliance With Applicable Laws.** Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations, whether or not expressly stated or referred to herein, including without limitation, environmental and worker safety laws and regulations.
6. **Independent Contractor Status.** Contractor 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, Contractor shall have sole control over the manner and method of performance of the services and shall furnish all tools, equipment, labor and materials at its cost and expense, except such materials as are specifically identified in this Agreement. HTA’s only interest shall be in the results of such Services. HTA’s liability hereunder shall be limited to payment of the compensation provided in this Agreement. Contractor agrees and acknowledges that it is not

entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on HTA's account.

7. **Designation of Representative.** Contractor and HTA 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:  
Greg Pratt  
General Manager  
Humboldt Transit HTA,  
133 V Street  
Eureka, CA, 95501

Contractor:  
[Teen Challenge](#)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **Indemnification.**

When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify and hold harmless HTA 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 Contractor, its officers, agents, employees or sub-contractors or any entity or individual for which Contractor shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Contractor shall indemnify, defend and hold harmless HTA, 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

10. **Insurance.**

- a) Insurance Requirements.

- i. Prior to performing any Services hereunder, Contractor shall obtain and thereafter maintain insurance in full compliance with all of the provisions of this Section 10.
    - ii. As evidence of specified insurance coverage, the 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 the 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 Contractor ninety (90) days advance written notice.
  - b) Workers' Compensation Insurance. Contractor 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.
  - c) 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.
  - d) 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 Contractor or Contractor's employees will use personal autos in the performance of any duties under this Agreement, Contractor 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. **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.
13. **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.
14. **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.
15. **Entire Agreement/Modifications And Amendments.** This Agreement together all attachments constitutes the entire agreement between HTA and Contractor 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.

- 16. Assignment, Subcontract.** Contractor may not assign its rights, interests, duties or obligations under this Agreement without prior consent from HTA. Contractor may not subcontract Services without prior written consent from HTA.
- 17. Termination Rights.** HTA may terminate this Agreement upon material breach of any of the terms of this Agreement by Contractor, after first giving Contractor written notice of such breach and thirty (30) days to cure. If Contractor does not cure the breach within the allotted time, the Agreement will be terminated.

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

**HUMBOLDT TRANSIT AUTHORITY**

\_\_\_\_\_  
HTA General Manager

Date: \_\_\_\_\_

Designated Representative

Name Greg Pratt

Phone (707) 296-5801

Email greg@hta.org

**CONTRACTOR**

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

Designated Representative

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_



***Exhibit A (Revised 8/25/2021)***

Humboldt Transit Authority  
133 V Street  
Eureka, CA 95501

**SCOPE OF WORK  
BUS SHELTER CLEAN & MAINTAIN**

<b><u>Bus Stops in Eureka</u></b> <i>Clean 5x's/week</i>		
<b><u>RTS Northbound</u></b>	<b><u>RTS Southbound</u></b>	<b><u>Eureka Transit</u></b>
Broadway & Del Norte 5 <sup>th</sup> & D 5 <sup>th</sup> & H 5 <sup>th</sup> & K 5 <sup>TH</sup> & O 5 <sup>TH</sup> & U Broadway & McCullens	4 <sup>th</sup> & H Broadway & Del Norte Bayshore Mall	Harris & F Harris & Elizabeth 3 <sup>rd</sup> & H

<b><u>County Bus Stops</u></b> <i>Clean once/week</i>		
<b><u>RTS Northbound</u></b>	<b><u>RTS Southbound</u></b>	<b><u>Eureka Transit</u></b>
Rio Dell City Hall McKinleyville High School Fortuna Blvd. & Smith Lane 11 & N Street- Fortuna Valley West (Arcata) Valley East (Arcata)	Trinidad Westhaven P.O. McKinleyville Shops School Road (McK) Manila Community Center Spruce Point/Humboldt Hill Rigby & Davis (Rio Dell)	Sequoia Park Harris & Granada General Hospital Sunny & Myrtle Burre Center Silvercrest Target 6 <sup>th</sup> & L Senior Center Veteran's Clinic Harris & Central

---

*Cleaning the bus stop shelter consists of cleaning trash around the surrounding area and sweeping. Cleaning/wiping down the shelter of any cobwebs or debris.*

Bus shelter cleaning proposal

8/25/2021

There are currently 13 bus stops in Eureka that are cleaned daily.

There are 24 county stops that are cleaned once a week.

See Exhibit A (revised 8/25/2021) for list of bus stops.

Based on time spent and miles driven it is proposed that:

Redwood Adult & Teen Challenge would clean trash around the surrounding area and sweep as needed.  
Cleaning/wiping down the shelter of any cobwebs or debris.

The proposed rate for this service is \$3,960.00 per month.

Additional cleanings can be requested above the regular daily or weekly cleanings for a cost of \$50 per stop.

Pressure cleaning individual bus stops is available with advance notice for \$200 for the first stop and \$100 for any additional stop on the same day.

Thank you ,



Tom Throssel

Executive Director

**Administration & Club 5:17**  
**Christian Bookstore & Coffee shop**

2212 2nd Street  
Eureka, CA 95501  
(707)268-8727  
Fax:(707)268-8717

34

**Straight Street**  
**Men's Center**  
2844 Fairfield St.  
Eureka, CA 95501  
(707)268-0614  
Fax:(707)268-0612

**Streams of Living Water**  
**Women's Center**  
2000 Myrtle Avenue  
Eureka, CA 95501  
(707)442-4233  
Fax:(707)442-4433



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](http://www.hta.org)

TO: Chair Arroyo  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 1, 2021

SUBJECT: Responses to the FY 2019/20 TDA Fiscal and Compliance Audit

This is to acknowledge the management letter (attached) of May 26, 2021, from Anderson, Lucas, Somerville, & Borges, LLP the certified public accounting firm who performed the audit. Staff has reviewed the Report on Audit of the Humboldt Transit Authority for the Year Ended June 30, 2020, and related comments regarding their findings. The following represents our recommended response to the same:

CURRENT YEAR FINDINGS

1. Compliance with TDA Fund Eligibility

Finding: Excess operating funds received: Because HTA was successful in receiving State and Federal Grants, there was \$86,347 in excess TDA operating funds for the Intercity Bus System.

Solution: I have communicated this with a representative from the County regarding following the auditor's solution (b) for HTA to restrict excess TDA funds in the amount of \$80,347 for capital expenditures for the Intercity System.

***Action Recommended: 1.) Review and discuss. 2.) If approved, direct staff to prepare the responses as recommended below and Authorize the General Manager to notify the affected member entities for the following request:***

***Intercity System, Restrict \$86,347 for Capital Purchases***

## **MANAGEMENT LETTER**

May 26, 2021

Board of Directors  
Humboldt Transit Authority  
133 V Street  
Eureka, California 95501

Ladies and Gentlemen,

We have audited the financial statements of Humboldt Transit Authority (HTA) for the year ended June 30, 2020 and have issued our report thereon dated May 26, 2021. As part of our audit, we reviewed and tested HTA's system of internal accounting control to the extent we considered necessary to evaluate the system as required by generally accepted auditing standards.

The objective of internal accounting control is to provide reasonable, but not absolute assurance as to the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that the cost of a system of internal accounting control should not exceed the benefits derived and also recognizes that the evaluation of these factors necessarily requires estimates and judgments by management.

There are inherent limitations that should be recognized in considering the potential effectiveness of any system of internal control. In the performance of most control procedures, errors can result from misunderstanding of instructions, mistakes of judgment, carelessness, or other factors. Control procedures whose effectiveness depends upon segregation of duties can be circumvented by collusion. Similarly, control procedures can be circumvented intentionally by management with respect either to the execution and recording of transactions or with respect to estimates and judgments required in the preparation of financial statements. Further, projection of any evaluation of internal accounting control to future periods is subject to the risk that the procedures may become inadequate because of changes in conditions and that the degree of compliance with the procedures may deteriorate.

Our study and evaluation of HTA's system of internal accounting control for the year ended June 30, 2020 which was made for the purpose set forth in the first paragraph above, would not necessarily disclose all weaknesses in the system. However, we submit, for your consideration, our comments and recommendations on the operating methods, accounting policies and procedures, and other matters which came to our attention during the course of the audit.

## CURRENT YEAR FINDINGS

### 1. Compliance with TDA Fund Eligibility:

#### Excess Operating Funds Received:

As shown in Note 2 to the financial statements, the following systems did not meet the compliance requirements of Section 6634 of the California Administrative Code dealing with TDA fund eligibility. Fund eligibility is determined by subtracting actual fare revenues, depreciation, and any federal operating funds received from operating expenses. This amount represents the maximum allowable TDA funding for operating expenses for the fiscal year ended June 30, 2020.

	<u>SoHum</u>
Operating Costs	\$ 987,668
Less Depreciation	(123,283)
Less Fare Revenues	(93,497)
Less Federal Operating Funds	<u>(295,425)</u>
Maximum TDA Fund Eligibility	475,463
 STAF Operating Funds Received	 4,904
TDA Funds Received	<u>556,906</u>
	561,810
 Excess TDA Funds Received	 <u><u>\$ 86,347</u></u>

Recommendation: HTA has several options to remedy this situation:

- Claims by member entities for operating costs for the following fiscal year may be reduced by the current year excess TDA funds.
- Members may file amended claims for the current fiscal year applying the excess fund to capital expenditures made during the current year.
- Members may repay the excess TDA funds to the Transportation Planning Agency (HCAOG) on demand.

The above recommendations and comments are intended to be constructive suggestions on ways to improve the policies and procedures of HTA. They are not intended to be all-inclusive of the areas in which improvements might be achieved. Should you have any questions regarding these comments or any other matters, please contact us.

In conclusion, we wish to thank the staff of Humboldt Transit Authority for their cooperation and assistance during our audit.

**ANDERSON, LUCAS, SOMERVILLE & BORGES, LLP**