

# AGREEMENT

CONTRACT NUMBER 1127281MY	AM.NO.
TAXPAYER'S FEDERAL /EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 11th day of August, 2022

in the State of California, by and between the Trustees of the California State University (CSU), which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, hereinafter called the University, and

CONTRACTOR NAME  
HUMBOLDT TRANSIT AUTHORITY

\_\_\_\_\_, hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the University hereinafter expressed, does hereby agree to furnish to the University services and materials as follows:

Contractor to provide all labor, equipment, materials, and any other costs necessary to provide Eureka Transit System, Redwood Transit System, and Willow Creek Transit system bus transportation service, in accordance with the provisions of the following document, which by this reference are made a part of this Agreement:

Exhibit A, Specifications, consisting of one (5) pages;

The term of this Agreement shall extend from September 01, 2022, through June 30, 2025 with the option to extend for additional one-year periods not to exceed six (6) years.

## ACCOUNTING INFORMATION:

613001 TO130 U60009 90%

613001 TS001 D40056 10%

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR			
UNIVERSITY Humboldt State University		CONTRACTOR HUMBOLDT TRANSIT AUTHORITY			
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE		
PRINTED NAME OF PERSON SIGNING Tawny Fleming, Director of Contracts Procurement & AP		PRINTED NAME OF PERSON SIGNING Greg Pratt, General Manager			
Contracts & Procurement #1 Harpst Street, Arcata, CA 95521		ADDRESS 133 V Street, Eureka, CA 95501			
AMOUNT ENCUMBERED BY THIS DOCUMENT		PROGRAM/CATEGORY (CODE TITLE)			
		(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM	CHAPTER	STATUTE	FISCAL YEAR 22-25
TOTAL AMOUNT ENCUMBERED TO DATE		OBJECT OF EXPENDITURE (TITLE AND CHARTFIELD STRING)			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
			DATE		

Funds Encumbered by:

CONTRACTOR  CSU  ACCOUNTING  DEPARTMENT

**BUS SERVICE CONTRACT  
BY AND BETWEEN  
CALIFORNIA STATE POLYTECHNIC UNIVERSITY, HUMBOLDT  
AND  
THE HUMBOLDT TRANSIT AUTHORITY**

**1. Purpose**

The Humboldt Transit Authority (HTA), operates a public transportation system consisting of Eureka Transit Service (ETS), Redwood Transit System (RTS), and Willow Creek Intercity System (WC), collectively (“Bus Service”) in and around the Arcata area. The Trustees of California State University, on Behalf of California State Polytechnic University, Humboldt (“Humboldt”) is a public university operating in the higher education capacity.

The students, faculty and staff at Humboldt enjoy the benefits of these Bus Services. Humboldt students in particular constitute a significant portion of bus ridership through Humboldt’s Jack Pass Program. Humboldt wishes to encourage student, faculty and staff utilization of these Bus Services as part of its overall transportation and sustainability strategies and as a convenience to its students.

HTA invests significant operating resources to providing bus service to Humboldt.

In furtherance of this relationship and benefits, the parties hereby enter into the following Contract.

**2. Term**

The term of this Contract will commence on September 1, 2022 and end on June 30, 2025. This is a new Contract between the parties and supersedes all terms and conditions contained in the previous Contract between the parties on the same subject with the term date ending on June 30, 2022. Prior to the expiration of the initial three-year term, the Parties retain the right to extend the Contract for additional one-year periods not to exceed six (6) years.

**3. Bus Service**

- a. No Fare: In exchange for the consideration described in Section 4, no fare of any kind shall be charged to Humboldt students, faculty and staff upon presentation of a valid Humboldt ID card.
- b. Base Transit Service:
  - i. Definition: “Base Transit Service” shall be defined as all Bus Services, including all daytime and evening routes servicing the Humboldt campus (“Humboldt Routes”).
  - ii. Changes to Base Transit Service
    1. Changes to Base Transit Service will be communicated in the quarterly mutually attended Humboldt County Association of Governments meetings (SSTAC & TAC), as well as in Humboldt’s monthly parking meetings, which are attended by HTA. HTA holds several meetings throughout the year where ridership trends are discussed. Combined, these various meetings act as the communication mechanism to Humboldt.

**4. Consideration**

Humboldt agrees to pay the HTA in exchange for the services described in this Contract in accordance with the following terms and conditions:

Fare Basis: Payment will be based on full fare per eligible rider as described in Section 3. a. Payment will be made in arrears quarterly, based on the actual number of Humboldt riders (students, faculty and staff) utilizing the Bus Services provided by the HTA with presentation of a valid Humboldt ID card during the previous quarter. The calculation is:

**Regular HTA Route and Times**

- **RTS**  
**[Actual Quarterly Ridership for Humboldt] x \$2.10 = Payment**
- **ETS**  
**[Actual Quarterly Ridership for Humboldt] x \$1.00 = Payment**
- **WC**  
**[Actual Quarterly Ridership for Humboldt] x \$3.30 = Payment**

**5. Cooperation**

It is in the interest of both parties to cooperatively pursue any and all opportunities to reduce costs, increase revenues and to execute plans for a more efficient transportation system. To this end, both parties agree to make their respective resources available to advance the following goals and activities:

- a. Service promotion and marketing
- b. Identify and apply for grants
- c. Rider surveys
- d. Bus Service planning and development
- e. Humboldt Master Plan development

**6. Appropriation of Funds**

- a. If the term of this Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the HTA agrees to take back any commodities furnished under the Contract and not yet paid for by Humboldt, terminate any future services and commodities to be supplied to Humboldt under the Contract, and relieve Humboldt of any further obligation therefore.
- b. CSU agrees that if provision (a) above is involved, commodities shall be returned to the HTA in substantially the same condition in which they were delivered, subject to normal wear and tear. CSU further agrees to pay for packing, crating, transportation to the HTA's nearest facility and for reimbursement to the HTA for expenses incurred for its assistance in such packing and crating.

**7. Examination and Audit**

For contracts in excess of \$10,000, the HTA shall be subject to the examination and audit by

- a. the Office of the University Auditor, and
- b. the Bureau of State Audits, for a period of three (3) years after final payment under the Contract. The examination and audit shall be confined to those matters connected with

the performance of the contract, including, but not limited to, the costs of administering the Contract. Note: Authority Cited: Government Code Section 8546.7; Education Code Section 89045(c&d), respectively.

#### **8. Dispute**

Any dispute arising under or resulting from this Contract that is not resolved within 60 days of time by authorized representatives of the HTA and CSU shall be brought to the attention of the HTA's General Manager (or designee) and CSU's Chief Business Officer (or designee) for resolution. Either the HTA or CSU may request that Humboldt's Vice Chancellor, Business and Finance (or designee) participate in the dispute resolution process to provide advice regarding Humboldt contracting policies and procedures. If this informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Contract. Despite an unresolved dispute, the HTA shall continue without delay in performing its responsibilities under this Contract. The HTA shall accurately and adequately document all service it has performed under this Contract.

#### **9. Nondiscrimination**

- a. During the performance of this Contract, the HTA and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. The HTA and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. The HTA and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The HTA and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. The HTA shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

#### **10. Compliance with NLRB Orders**

The HTA declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against the HTA within the immediately preceding two-year period because of the HTA's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. Note: Cite Authority: PCC 10296

#### **11. Drug-Free Workplace Certification**

The HTA certifies that the HTA shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations

- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide that every employee who works on the proposed or resulting Contract:
  - i. will receive a copy of the company's drug-free policy statement; and,
  - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract. Note: Authority Cited: 49 CFR Part 655 – Code of Federal Regulations.

### **12. Forced, Convict, Indentured and Child Labor**

By accepting a contract with Humboldt, the HTA:

- a. certifies that no equipment, materials, or supplies furnished to Humboldt pursuant to this Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The HTA further certifies it will adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and Public Contract Code Section 6108.
- b. agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the HTA's compliance with the requirements under paragraph (A).

### **13. Mutual Indemnification and Insurance**

The HTA and Humboldt are self-insured entities. The HTA and Humboldt, and each of their respective officers, employees, and agents, shall be named as additional insureds under the comprehensive general liability insurance policy maintained by the transit service provider contracted with by HTA to provide public bus transit services in and around the Arcata area.

### **14. Entire Agreement, Amendments**

This Contract constitutes the entire Contract between the parties and supersedes any and all prior discussions, negotiations or Contracts, whether written or oral, that are not fully set forth in this Contract. This Contract may only be amended, modified, or extended by a writing executed by all Parties.

### **15. Cancellation**

This Contract may be cancelled by either party upon thirty (30) days written notice.

### **16. Force Majeure**

- a. Neither Party shall be liable for any failure to perform its obligations under this Contract for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority,

communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a “Force Majeure Event.”).

- b. The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party’s performance under this Contract, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Contract.
- c. Notwithstanding any other term in this Contract, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by the HTA, Humboldt may elect to do all or any of the following:
  - i. suspend the Contract for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
  - ii. obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
  - iii. extend the time for the HTA’s performance by a period equal to the duration of the Force Majeure Event; and/or
  - iv. terminate the Contract as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

#### **17. COVID-19**

In the event that Humboldt considers it necessary or prudent to cancel this Contract due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, Humboldt may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to the HTA. Humboldt’s right to cancel the Contract pursuant to this section shall not be limited or restricted in any manner by any other term or section of this Contract.

#### **18. Material Change of Circumstances**

The terms of this Contract are based on conditions in existence on the date that the HTA commences performance. In the event of a material change in the conditions that adversely affects the ability of the HTA to perform its obligations, the HTA shall reasonably cooperate with Humboldt to minimize the impact from such change in conditions on the HTA’s performance and shall, if requested by Humboldt, negotiate in good faith to adjust the terms of this Contract on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit Humboldt’s ability to avail itself of any rights or remedies provided to Humboldt by law, equity or any other term of this Contract.