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, 2017.

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, 2018.

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, 2018 – June 30, 2019, 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, 2017. The Service Contract shall provide service levels or service terms substantially similar to current Dial-a-Ride service as shown in Exhibit B, attached hereto and incorporated herein. The HTA General Manager shall have the authority to change said service levels by up to ten percent (10%). Changes to said service levels in excess of 10% shall require advance approval by ARCATA, COUNTY and/or HCAOG, as appropriate.

3. **Payment for Costs of Services, Maximum Cost Service Contractor**. ARCATA, HTA, the COUNTY and HCAOG agree to share the cost of Dial-a-Ride services, as specified in *Exhibit A.* Payment to the Service Contractor under the Service Contract shall not exceed the Maximum Cost provided in *Exhibit A,* Paragraph 1. Such Maximum Cost does not include the administrative charge to be paid to HTA by HCAOG as CTSA.

4. **Administration of Service Contract**. HTA shall be responsible for administration of the Service Contract consistent with the administrative duties for Dial-a-Ride services set out in Exhibit B, attached hereto and incorporated herein. HTA's duties hereunder do not include bringing or defending litigation, administrative hearings or any other actions or proceedings, except as provided in Paragraph 16, or auditing the contractor's books, records or accounts.

5. **Eligibility to be Determined by HTA**. As part of HTA's administration duties, HTA shall determine the eligibility of persons requesting the Dial-a-Ride services and shall issue tickets to persons determined to be eligible.

6. **Vehicles**. The Service Contract shall use HTA owned vehicles acquired with the use of Federal Transit Act (FTA) Section 5310 funds. HTA owns the following vehicles to be used in Dial-a-Ride service:

HTA Dial-A-Ride Fleet Inventory

Unit #	Year	Make	Model	VIN	Lic. Plate	Pass. Capacity	Mileage
74	2012	Ford	E350	1FDEE3FL7CDA21687	1406637	7+2	94,661
75	2012	Ford	E350	1FDEE3FL9CDA19276	1406638	7+2	84,849
76	2012	Ford	E350	1FDEE3FL9CDA21688	1406639	7+2	81,708
78	2015	Ford	Starcraft	1FDEE3FL2FDA08592	1452660	4+2	9,621
79	2015	Ford	Starcraft	1FDEE3FL4FDA08593	1473272	4+2	6,903

Arcata

Unit #	Year	Make	Model	VIN	Lic. Plate	Pass. Capacity	Mileage
918	2001	Chevy	Ventura	1GNDX031D158869	1096109	4+1	45,000

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, 2018, 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. <u>State and Federal Requirements</u>. 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. <u>Insurance</u>.

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

b. HTA carries public liability insurance in the minimum amount of $5,000,000, covering all

bodily injury, including death, and all property damage arising out of HTA's obligations under this Agreement. HTA shall maintain in full force and effect said policy during the Term of this Agreement. The policy shall contain specific endorsements naming ARCATA, the COUNTY, and HCAOG, and their respective officials, employees, volunteers and agents as additional insured for all liability arising out of the operations by or on behalf of HTA.

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

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

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

To ARCATA: City Manager
City of Arcata
736 F St.
Arcata, CA 9552 l

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

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

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

18. Provisions Required by Law. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and shall be enforced as

though it were included herein; and if for any reason any such provision is not inserted, or is not correctly stated, then on application of any party, this AGREEMENT shall be physically amended to make such insertion or correction.

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

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

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

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

(*Signatures on following pages*)

CITY OF ARCATA

ATTEST:

City Clerk

Mayor

COUNTY OF HUMBOLDT

ATTEST:

Board Clerk

Board of Supervisor Chair

HUMBOLDT COUNTY ASSOC. OF GOVERNMENTS

ATTEST:

Board Clerk

HCAOG Chair

HUMBOLDT TRANSIT AUTHORITY

ATTEST:

Secretary to the Board

N. ARROYO

HTA Chair

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, 2018 through June 30, 2019, 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	$53,815	6.8%
Humboldt Transit Authority	$576,000	72.9%
County of Humboldt	$81,263	10.3%
HCAOG	$68,000	8.6%
Arcata/County Fares	$11,362	1.4%

EXHIBIT B

SERVICE SCHEDULES, ROUTES

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

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

- **Eureka (3):** This service area is the same as that for the Eureka Transit Service which includes Pine Hill, Myrtletowne, 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.