

Humboldt Transit Authority  
Governing Board of Directors  
AGENDA  
Regular Meeting December 21, 2016  
HTA Conference Room - 133 V Street Eureka  
9:00 a.m.

- I. Call meeting to Order
- II. Introductions
- III. Community Members Communication  
Members of the community are invited to comment on items or issues not on the agenda.
- IV. Action Items
  - a. Resolution of Appreciation for HTA Board member Mark Lovelace Handout  
***Action Recommended: Approve Resolution 16-19***
  - b. Minutes from the November 16, 2016 Regular Board Meeting. Page 01  
***Action Recommended: Approve minutes***
  - c. Consolidated Transportation Services Agency (CTSA) Contract Page 03  
The Humboldt County Association of Governments (HCAOG) designated the Humboldt Transit Authority 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.***
- V. Discussion Items
  - a. October 2016 statistics and financial statements for all systems operated by HTA Enclosed  
Staff will give the board an update of ridership stats and trends for all systems.
- VI. Communications
  - a. Board
  - b. Staff:
- VII. 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**

**November 16, 2016**

**ROLL CALL**

**PRESENT**

Board Members

Mark Lovelace, County of Humboldt

Julie Fulkerson, City of Trinidad

Tami Trent, City of Fortuna

Michael Winkler, City of Arcata

Tim Marks, City of Rio Dell

Natalie Arroyo, City of Eureka

**ABSENT**

Rex Bohn, County of Humboldt

Staff

Greg Pratt, General Manager

Consuelo Espinosa, ADA Specialist

Karen Wilson, Manager of Operations

Alene Webb, Finance Manager

Brenda Fregoso, Secretary to the Board

Jim Wilson, Director of Maintenance

**CALL TO ORDER**

Supervisor Lovelace called the meeting to order at 9:02 a.m.

Introductions were made.

Also in attendance was Nancy Diamond, HTA Legal Counsel; Oona Smith, Humboldt County Association of Governments; Nick, McKeever Energy & Electric; Sean Armstrong; Richard Tollison, Eureka resident.

**COMMUNITY MEMBERS COMMUNICATION**

None

**CONSENT CALENDAR**

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

Motion by Councilmember Arroyo, second by Councilmember Fulkerson to approve the Consent Calendar.

*Motion carries unanimously*

- a. Minutes from the October 19, 2016 Regular Board Meeting

***Action Recommended: Approve minutes***

b. September 2016 Statistics and Financial Statements for all systems

***Action Recommended: Receive and File***

Items removed from the Consent Calendar.

None

**Discussion Items**

a. Extended Saturday Service

The Humboldt County Association of Governments (HCAOG) secured funds from the Low Carbon Transit Operations Program Funds to extend Saturday night service for the Redwood Transit System. Oona Smith with HCAOG was present to give the board information on the funding source for extending RTS Saturday night service.

General Manager Greg Pratt gave the board an update on unmet needs finding through HCAOG that will extend Saturday night RTS service. A schedule with the new extended service was distributed to the board members. The board recommended that staff work closely with HCAOG in getting this information established to the general public.

**Action Items**

a. Humboldt Transit Authority Solar Photovoltaic System

Staff sent out Request for Qualifications/Proposals in September 2016 to design, construct, commission, and install a fully integrated turnkey photovoltaic system. Staff reviewed the two proposals received and has a recommendation to the Board.

Nick with Greenway Partners and McKeever Energy and Electric was present and provided details of their service.

Motion by Councilmember Arroyo, second by Councilmember Trent to award the Solar Photovoltaic System project to Greenway Partners and McKeever Energy and Electric.

*Ayes; Fulkerson, Lovelace, Marks, Trent, Marks*

*Noes; Winkler*

b. Resolution of Appreciation for HTA Board member Julie Fulkerson

Humboldt Transit Authority formally presented Julie Fulkerson with appreciation, Resolution 16-18, for her years of service as a Humboldt Transit Authority Board member. Motion by Councilmember Arroyo, second by Councilmember Trent to approve Resolution 16-18.

*Motion carries unanimously.*

**COMMUNICATIONS:**

a. Board: None

b. Staff: None

Meeting adjourned at 11:01 a.m.



133 V Street  
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826  
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TO: Chair Lovelace  
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: December 21, 2016

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. HTA Staff and Legal Counsel has worked with HCAOG staff to develop a scope of work and contract for the administrative duties that would oversee and monitor the regions Dial-A-Ride (DAR) program.

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 for the Arcata McKinleyville DAR.

A proposed contract with HTA for CTSA services was reviewed and approved by legal counsel from both HTA and HCOAG. On December 15, 2016 the HCAOG Board approved the contract for CTSA services.

*~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.***



**HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS**  
**Regional Transportation Planning Agency**  
**Humboldt County Local Transportation Authority**  
**Service Authority for Freeway Emergencies**  
**611 I Street, Suite B**  
**Eureka, CA 95501**  
**(707) 444-8208**  
**www.hcaog.net**

**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, 2016 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, 2016 and ending June 30, 2021, 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 eleven thousand, five hundred and ninety dollars (\$111,590) from the Fiscal Year 2017-18 STA funds.
- b. One hundred fourteen thousand, nine hundred and thirty-eight dollars (\$114,938) from the Fiscal Year 2018-19 STA funds.
- c. One hundred eighteen thousand, three hundred and eighty-six dollars (\$118,386) from the Fiscal Year 2019-20 STA funds.
- d. One hundred twenty-one thousand, nine hundred and thirty-seven dollars (\$121,937) from the Fiscal Year 2020-21 STA funds.
- e. One hundred twenty-five thousand, five hundred ninety-six dollars (\$125,596) from the Fiscal Year 2021-2022 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: Marcella Clem, 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:  
  
By \_\_\_\_\_  
Marcella Clem, Executive Director  
Humboldt County Association of Governments

HTA:  
  
By \_\_\_\_\_  
Mark Lovelace, Chair  
HTA Governing Board of Directors

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

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

LEGAL COUNSEL REVIEW

By \_\_\_\_\_  
Dave Tranberg, HCAOG Legal Counsel

By \_\_\_\_\_  
Nancy Diamond, HTA General Counsel

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

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

**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 3: 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		<b>HTA Budget for Consolidated Transportation Services Agency</b>
STA FY 2017-18	111,590	
STA FY 2018-19	114,938	
STA FY 2019-20	118,386	
STA FY 2020-21	121,937	
STA FY 2021-22	125,596	
<b>Total Revenue</b>	<b>\$592,446</b>	

		FY 2017-18			FY 2018-19	
<b>Expenses</b>				<b>Expenses</b>		
Account 620	Labor Costs			Account 620	Labor Costs	
	Administration	96,500			Administration	99,395
	Maintenance	4,500			Maintenance	4,635
	Operations	1,740			Operations	1,792
Account 611	Printing	300		Account 611	Printing	309
Account 610	Postage	675		Account 610	Postage	695
Account 609	Office	650		Account 609	Office	670
Indirect Expense		7,225		Indirect Expense		7,442
<b>Total Expense</b>		<b>111,590</b>				<b>114,938</b>

		FY 2019-20			FY 2020-21	
<b>Expenses</b>				<b>Expenses</b>		
Account 620	Labor Costs			Account 620	Labor Costs	
	Administration	102,377			Administration	105,448
	Maintenance	4,774			Maintenance	4,917
	Operations	1,846			Operations	1,901
Account 611	Printing	318		Account 611	Printing	328
Account 610	Postage	716		Account 610	Postage	738
Account 609	Office	690		Account 609	Office	710
Indirect Expense		7,665		Indirect Expense		7,895
		<b>118,386</b>				<b>121,937</b>

		FY 2021-22
<b>Expenses</b>		
Account 620	Labor Costs	
	Administration	108,612
	Maintenance	5,065
	Operations	1,958
Account 611	Printing	338
Account 610	Postage	760
Account 609	Office	732
Indirect Expense		8,132
		<b>125,596</b>