**Contract Extension**

**Contract for Dial-A-Ride Agreement for Paratransit Services to be provided by City Ambulance of Eureka (CAE) Transport Inc.**

THIS AGREEMENT, made this 16th day of June 2016 and between the HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers public agency of the State of California, hereinafter called HCAOG, and CAE Transport Inc., doing business as Humboldt Dial-A-Ride, hereinafter called Contractor; and

WHEREAS, HCAOG has found a continuing need in the outlying Eureka areas for Dial-A-Ride transportation services for elderly and handicapped people; and

WHEREAS, HCAOG has agreed to meet such need by utilizing monies from the State Transit Assistance program to fund the cost of providing door-to-door Dial-A-Ride transportation services for qualified elderly and handicapped passengers in areas not required by law.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Term. The term of this Agreement is for six (6) months commencing July 1, 2016 and ending December 31, 2016, unless earlier terminated as provided herein.

2. Services, Equipment and Management. Contractor will provide and manage door-to-door Dial-A-Ride transportation services to qualified elderly and handicapped persons in the service area, on the terms and conditions hereinafter set forth. Such management includes providing sufficient personnel, vehicles and associated equipment in order to make such services efficient, safe and economical. Contractor will meet all federal, State and local requirements, including obtaining permits for providing such services. Transportation services provided by Contractor under this Agreement shall include standard and lift equipped vehicle, door-to-door transportation services.

3. Subscription Service. Subscription Service is limited to passengers that occur daily or weekly to the same place at the approximate same time. At any given time of day, subscription service may not absorb more than 50 percent of available capacity on the total system. For example, if, at 8 a.m., the system can provide 40 trips, no more than 20 of these can be subscription trips.

4. Service Areas. All trips must begin and end within the service areas boundaries depicted in Exhibit 1. The service areas are separated into zones, one ticket will be required for travel in each zone. Crossing into another zone will require another ticket with a three (3) ticket maximum per passenger regardless of the number of zones it takes to accomplish a single trip.

5. Days and Hours of Service. Contractor will provide such services Monday through Friday from 6:00 a.m. to 7:00 p.m. and Saturday from 7:30 am to 5:30 pm, provided, however, that a return trip from a hospital or doctor's office only will be provided by Contractor after 7:00 p.m. when the trip to the hospital or doctor's office occurred

before 6:30 p.m. the same day. 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).

6. Trip Forms. Contractor's drivers and/or dispatchers will complete an origin and destination form for each trip.

7. Personnel. Contractor will provide sufficient personnel to render the services provided for herein and shall hire, supervise, discipline and discharge such personnel. Contractor 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. All vehicle operators shall have a valid vehicle operator's license issued by the State of California of the class required by California law and meet all applicable local, State, and federal requirements for operation of transit vehicles. Contractor will make all reasonable efforts to ensure that vehicle operators are thoroughly qualified in the operation of the vehicles and the assistance of elderly or handicapped passengers, present a neat appearance and conduct themselves in a courteous and efficient manner. Contractor's drivers shall have exclusive control of all vehicles while performing service under this agreement. The drivers may, in their discretion, refuse transportation to any disorderly person or to any person who fails to abide by the rules and regulations of the Humboldt Transit Authority (HTA), City, or County while riding on said vehicle or violates any local, state, or federal law. Contractor's drivers will assist handicapped passengers in and out of the vehicles and will transport passenger's portable equipment for the handicapped (e.g. folding wheelchairs) and packages; provided, however, that such packages shall not exceed three shopping bags and no single package shall weigh more than 30 pounds.

8. Tickets. HTA will determine eligibility for Contractor's services and will provide eligible persons with tickets to be used for such purpose. Contractor will provide transportation services hereunder to any person producing the required number of valid tickets for the trip requested. Contractor will collect one ticket for each of the zones traveled as described in Section 3, such zones are shown in Exhibit 1. HTA will reimburse HCAOG for fares. These funds will be deposited back into the State Transportation Assistance Fund for future allocation.

9. Equal Services. The services provided hereunder will be of equal quality to those provided by Contractor to Contractor's other customers.

10. Payment to Contractor. Except as provided in paragraph 10, the total and only compensation for all services and duties performed pursuant to this agreement shall be as set forth in this paragraph. Contractor will send ticket counts to HTA on a monthly basis. Payments to Contractor will not be made unless insurance requirements and monthly invoicing and reporting, as described below, are submitted to HCAOG.

    A. HCAOG will pay Contractor for Dial-A-Ride services provided hereunder a sum not to exceed $34,000, payable in monthly or quarterly installments based on submitted invoices along with monthly reporting, described in Section 10.

B. By the last day of the following month, Contactor shall establish, maintain and submit to HCAOG the following performance data for the Dial-A-Ride service:

a. Fare Revenue (to be tabulated on a daily basis);
b. Total Ridership by day, date and time of each trip (including origin and destination of each trip made), number of passengers, number of tickets collected, amount of cash fares paid to contractor by passengers;
c. Vehicle Revenue Service Hours by day, and vehicle;
d. Vehicle Revenue Service Miles by day, and vehicle;
e. Service Breaks Summary of breakdowns, road calls, missed trips, no shows, and delays over thirty (30) minutes, by trip number;
f. Complaints, Compliments, Service Requests Refused;
g. Vehicle and Passenger Accidents;
h. Other Data in addition to the aforementioned records, CONTRACTOR shall provide such other data which is reasonable necessary for HCAOG to evaluate service efficiency and effectiveness.

C. Contractor will submit all tickets collected each month. Fare reimbursement will be paid to HCAOG.

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

12. Vehicles. Contractor will provide at Contractor's expense sufficient vehicles to render the Dial-A-Ride and Dial-A-Lift services provided for herein. All transit vehicles shall be equipped to conform to all applicable laws, rules and regulations, and the cost of any alteration or modifications that may be necessitated by a change in any law, rule, or regulation shall be assumed by Contractor.

13. Maintenance of Vehicles. Contractor will service and maintain all vehicles used to provide services under this agreement in accordance with the maintenance specifications of the vehicles' manufacturers and to the satisfaction of HCAOG and the California Highway Patrol. Contractor will, at all times, keep such vehicles neat and clean, lubricate them periodically and provide fuel, oil, tires and other parts as needed.

14. Business Office and Dispatch Center. Contractor will maintain a locally listed telephone and a local office open during normal office hours, Monday through Friday, excluding those holidays listed in Paragraph 4. Contractor will also maintain a dispatch center from which transportation services are directed and which contains all equipment necessary to provide services under this agreement.

15. Records, Accounts, Data. Contractor 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 its administration and management of the system. Contractor will also provide to HCAOG the following information required by the annual Performance Audit: 1) number of passengers; 2) vehicle revenue hours; 3) vehicle revenue miles; 4) employee pay hours; 5) number of validated complaints; 6) number of in-service road failures; and, 7) monthly report of missed trips and/or appointments. Contractor will allow HCAOG and the State of California to inspect such records on request, and will preserve such records for at least four (4) years after the date of this agreement.

16. Change in Service. Contractor agrees that HCAOG may unilaterally change the area of service and service days and hours provided for herein. In that event, HCAOG will pay Contractor for any additional cost and expense incurred in implementing such changes.

17. Relationship of Parties. Each party hereto is an independent contractor. The relationship of employer and employee exists only between Contractor and its personnel.

18. Non-Discrimination. In providing services under this agreement, Contractor 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. 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 for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment notices to be provided by the State of California setting forth he provisions of this Fair Employment and Housing section. Contractor will permit access to its records of employment, employment advertisements, and 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 for the purposes of investigation to ascertain compliance with this paragraph.

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

20. 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 five (5) 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 Contractor 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 Contractor therefore. Further, and notwithstanding the provisions of paragraph 20 and 21, if Contractor be 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 Contractor 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.

21. Termination for Default. All of the terms and conditions of this agreement are considered material, and if Contractor defaults in the performance thereof and HCAOG gives Contractor written notice of said default within ten (10) days of the date of default or of the date HCAOG learned of the default, and Contractor does not for a period of thirty (30) days thereafter remedy said default, then HCAOG without further notice or suit or other proceedings may terminate this agreement and shall on termination deduct from any amounts due Contractor the reasonable value, in the opinion of HCAOG, of the default in performance. It is further provided, however, that if Contractor 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.

22. 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 Contractor hereunder. Such notice shall become effective on the date funds available to pay Contractor are exhausted or are no longer forthcoming from the State of California, or on such other date as HCAOG may specify.

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

24. Insurance. Throughout the period of this agreement, Contractor shall maintain in full force and effect the following policies of insurance:

    A. Vehicle insurance covering all bodily injury, including death, and all property damage arising out of Contractor's use of motor vehicles in the performance of this agreement, in the minimum amount of $2,000,000 combined single limit.

    B. Comprehensive general liability insurance in the minimum amount of $2,000,000 combined single limit, covering all bodily injury, including death, and all property damage arising out of Contractor'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 and shall constitute primary insurance as to said additional insurers so that any other policies held by them shall not contribute to any loss under said insurance.

    Such insurance shall be provided by policies issued by an insurer acceptable to HCAOG. Concurrently with the execution of this agreement, Contractor 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.

25. Hold Harmless. Contractor 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 Contractor's performance of the duties and obligations of this agreement, including Contractor's operation, administration and management of transportation services hereunder. Contractor shall further, at Contractor'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 Contractor'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.

26. No Assignment. Contractor 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 Contractor may assign or subcontract its benefits and obligations under this contract to City Ambulance of Eureka, Inc.

27. 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

    Contractor: Jaison Chand, Chief Operating Officer
    CAE Transport Inc.
    135 West 7th Street
    Eureka, CA 95501

28. No Third Party Beneficiaries. This is not a third party beneficiary contract and does not create any rights in any persons not parties hereto.

29. 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.

30. 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.

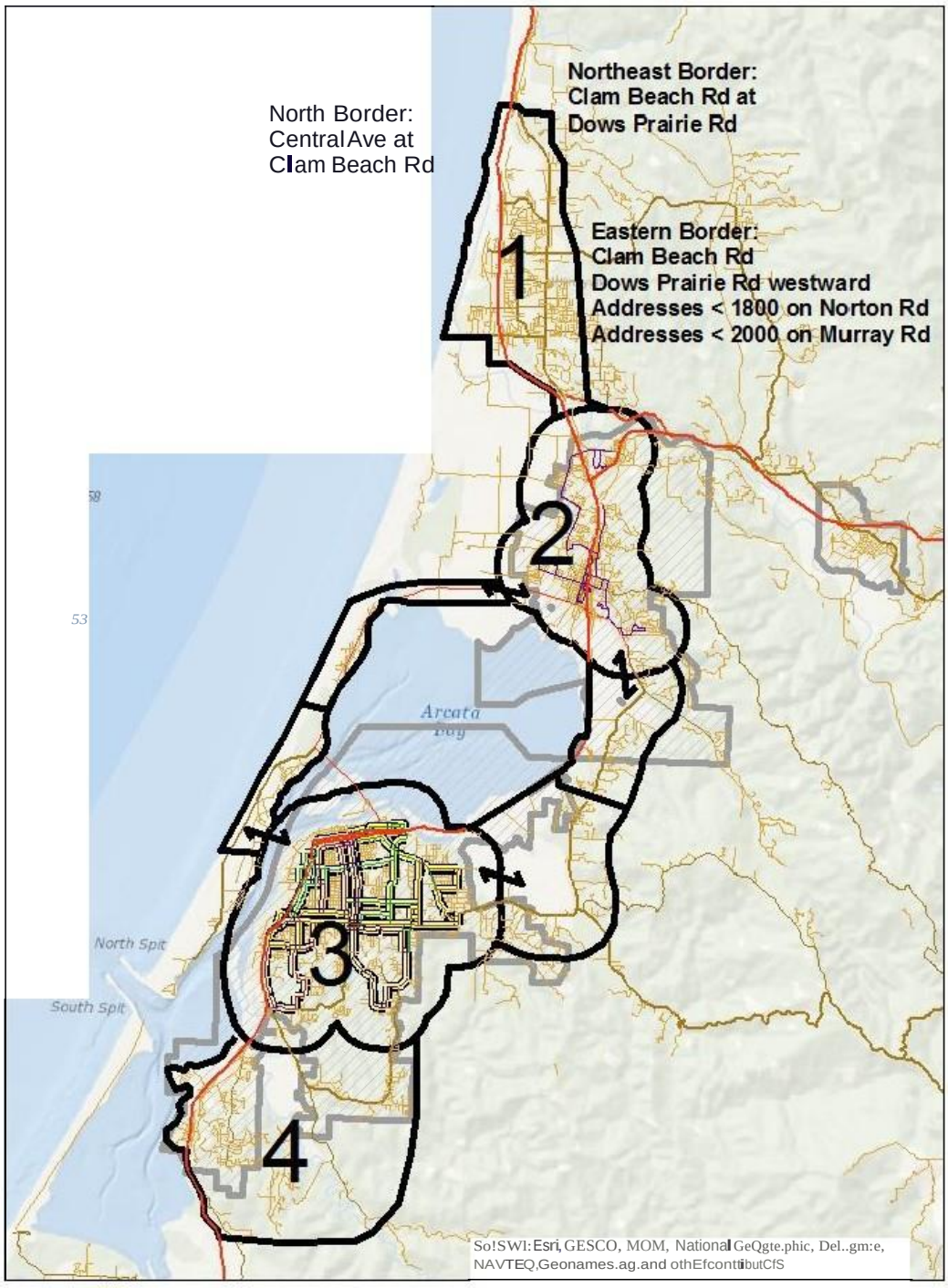
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

| HCAOG: | CONTRACTOR: |
|---|---|
| By_____ | By _____ |
| Marcella Clem, Executive Director | Jaison Chand, Chief Operating Officer |
| Humboldt County Association of Governments | CAE Transport |
| Date: _____ | Date: _____ |

LEGAL COUNSEL REVIEW

By _____ Date: _____
David Tranberg, Attorney-at-Law

EXHIBIT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