

**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 ____ day of _____, 2026 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 one year commencing July 1, 2026, and ending June 30, 2027, 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) Local Transportation Fund (LTF) fund claim with HCAOG. LTF 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 annually 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 attend Social Service Transportation Advisory Council (SSTAC) meetings, and 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 Local Transportation Funds (LTF). Payment to HTA shall be consistent with the schedule shown below. 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 installment:

- a. \$150,470.00 One hundred fifty thousand, four hundred seventy dollars from the Fiscal Year 2026-27 LTF funds.

HTA shall provide a report on CTSA services, goals, and accomplishments to the SSTAC on an annual 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 available Monday through Friday and a local office open during normal office hours, Monday through Thursday. 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: Executive Director
Humboldt County Association of Governments
611 I Street, Suite B
Eureka, CA 95501

HTA: 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 on the first day and year written above.

HCAOG:

HTA:

By: _____
Brendan Byrd, Executive Director

By: _____
Katie Collender, General Manager

**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

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

Task 2: Coordination

- Member participation on HCAOG's Social Service Transportation Advisory Council (SSTAC).
- 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.

Appendix B

HTA Budget for Consolidated Transportation Services Agency

FY 2025-26

Expenses

Account 620	Labor Costs	
	Administration	126,378
	Maintenance	6,241
	Operations	3,684
Account 611	Printing	400
Account 610	Postage	900
Account 609	Office	835
Indirect Expense		12,032
		<hr/>
		150,470