

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

BOARD MEETING

October 17, 2012

ROLL CALL

PRESENT

Board Members

Linda Atkins, City of Eureka
Mark Lovelace, Humboldt County
Julie Fulkerson, City of Trinidad
Michael Winkler, City of Arcata
Dean Glaser, City of Fortuna
Bud Leonard, City of Rio Dell

ABSENT

Jimmy Smith, Humboldt County
Julie Woodall, City of Rio Dell

Staff

Greg Pratt, General Manager
Brenda Fregoso, Secretary to the Board
Karen Wilson, Director of Operations
Barbara Zoellner, Administration and Finance Manager

Jim Wilson, Equipment and Facilities Manager

CALL TO ORDER

Chairperson Atkins called the meeting to order at 9:01 a.m.

INTRODUCTIONS & RECOGNITIONS

Introductions were given by each board member and the following introductions were made; Nancy Diamond, Legal Council, Richard Tolleson, Eureka resident, Larry Pardi, Arcata Transit System, Neleen Fregoso, Fortuna Resident, Laura Shodall, Willow Creek resident and Tracey Ferdolage with Humboldt State University.

MINUTES

Motion by Councilmember Glaser, second by Supervisor Lovelace to approve the minutes from the September 19, 2012 board meeting.

Motion carried

CITIZENS COMMUNICATIONS

None

DISCUSSION AGENDA

- a. Year to date financial statements for all systems operated by HTA

Year to date ridership statistics for all systems operated by HTA

Administration and Finance Manager Barbara Zoellner gave an update on the new financial reports.

b. Humboldt State University Jack Pass Contracts

The contract between Humboldt State University and Humboldt Transit Authority for the Jack Pass is up for renewal.

General Manager Greg Pratt advised the board that the numbers and fees associated with the Jack Pass are enclosed in their board packet and announced that Tracy Ferdolage is present to answer any questions.

Tracy Ferdolage gave the board an overall review of how the Jack Pass works and what they are looking at as far as the future of the Jack Pass.

The board directed staff to bring this item back at the November board meeting for final approval.

c. Southern Humboldt Bus System

General Manager Greg Pratt gave a general update on Southern Humboldt's service and the promotion "Try it Tuesdays". Pratt advised the board that there is an amendment to the Southern Humboldt contract adding Benbow. Pratt has discussed with the The Chamber and local Benbow residents the need for bus service in that area.

d. Amendment to Agreement for Operation of Bus Transit System in Southern Humboldt Area

Currently the Southern Humboldt Intercity and Local System travel as far south as Garberville. To improve ridership, staff is requesting that Benbow be added to both Southern Humboldt Systems.

Motion by Councilmember Fulkerson, second by Supervisor Lovelace to approve the Amendment to Agreement for Operation of Bus Transit System in Southern Humboldt Area.

Motion carried

e. Fifth Amendment to Agreement for Operation of Bus Transit System

The contract between Humboldt Transit Authority and the City of Eureka is up for renewal. It is necessary to extend the agreement with the City of Eureka.

Motion by Supervisor Lovelace, second by Councilmember Fulkerson to adopt the Fifth Amendment to Agreement for Operation of the Bus Transit System.

Motion carried

f. Bus Service from Eureka to San Francisco Airport (SFO)

At the September meeting, Councilmember Fulkerson requested staff to put bus service between Eureka and San Francisco airport on this agenda to discuss what options are available. General Manager Pratt advised the board that he contracted Neleen Fregoso to conduct a study as to this subject and that the information can be found on 14 of the board packet. The board suggested keeping this item on the agenda for further discussion and the possibility of creating a sub-committee.

At 10:08 a.m. the board adjourned for a break. Session resumed at 10:13 a.m.

g. Conference with Labor Negotiators

Public Comment

None

The board went into closed session pursuant to Government Code Section 54957.6. Agency designated representative: Greg Pratt. Employee Organization: American Federation of State, County and Municipal Employees Local 1684, AFL-CIO.

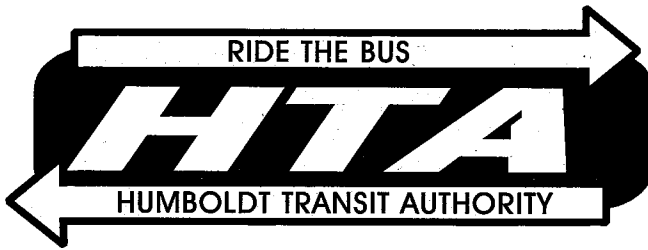
The board resumed open session at 11.08 a.m. Chairperson Atkins announced that there was nothing to report.

VI. Communications

a. Board

b. Staff

Meeting adjourned at 11:09 a.m.



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chairperson Atkins
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: November 28, 2012

SUBJECT: Humboldt State University Jack Pass Contracts

Humboldt Transit Authority has been under contract since 2008 with Humboldt State University to provide transportation services for students, faculty, and staff better known as the "Jack Pass." Due to the constant change in ridership, the term of the contracts are renewed yearly. The two contracts up for renewal are for the Redwood Transit System and the Willow Creek System for the duration of July 1, 2012 to June 30, 2013.

Action Recommended: Approve the Contracts Between Redwood Transit, Willow Creek, and Humboldt State University.



HUMBOLDT STATE UNIVERSITY

Planning, Design & Transportation Management

2012- 2013 Transportation Specifications for the Redwood Transit System

The Humboldt Transit Authority (HTA) will provide all labor, equipment, materials and any other costs necessary to provide transportation services for Humboldt State University (HSU) students, faculty and staff under the following specified terms:

The Redwood Transit System (RTS) and Southern Humboldt Transit System (SHTS) will provide regular, scheduled bus service to all published stops on all published routes during all published hours of operations for the period encompassing July 1, 2012 thru June 30, 2013.

Transportation services for all HSU students, faculty and staff shall be subsidized by HSU in accordance with the following:

- Upon boarding, the rider shall be required to swipe either a HSU photo identification card or a five-day temporary JackPass card, through the onboard electronic fare box to validate ridership. In addition, the HTA/RTS/SHTS driver shall make efforts to validate ridership via visual verification that the photo on the HSU photo identification card matches the rider.
- The subsidized fare shall be made available to the rider at the time of the ride. Pre-purchased transportation passes or other types of transportation passes/tickets shall not be required. HTA/RTS/SHTS shall provide, at no charge, five day JackPass temporary passes to the University which may, in turn, be issued to new customers or those experiencing issues with ridership validation with their HSU photo identification card.
- HSU will provide HTA/RTS/SHTS with written notification of changes in HSU identification cards so as to ensure HTA/RTS/SHTS is able to maintain accurate valid rider information within the electronic fare box and ridership controls system operated by HTA/RTS/SHTS.

HTA/RTS/SHTS shall record ridership and present a monthly report to HSU detailing ridership and statistical data. Said report shall be submitted no later than one week following the end of each month. Reports may be submitted to: Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

HTA/RTS/SHTS shall actively work with Traci Ferdolage, Senior Director- Planning, Design & Transportation Management (707) 826-4111, or her designee, to coordinate successful completion of these services including changes in schedule and location of stops on campus, resolution of ongoing ridership issues, and other campus-related transit planning.

The total amount of the contract is based on the previous fiscal year's ridership and cost per passenger for JackPass qualified riders. Ridership in FY2011/2012 was established at 144,683 passengers; JackPass qualified rider cost per passenger has been established at \$1.45. Therefore, the total contract value for FY2012/13 shall be a flat rate of Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00) for unlimited rides on RTS/SHTS for those individuals complying with the terms of ridership as defined above and throughout the terms of this contract.

Payment is to be made in two installments. Payment of one-half of the contract total in the amount of One Hundred Five Thousand Dollars and No Cents (\$105,000.00) shall be due on October 31, 2012. The second installment shall be the remaining one-half of the contract total in the amount of One Hundred Five Thousand Dollars and No Cents (\$105,000.00) and shall be due on April 30, 2013.

Payment is to be made upon receipt of invoice submitted to Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

The term of this contract shall encompass July 1, 2012 through June 30, 2013. Service shall commence on July 1, 2012.

This contract may be cancelled by either party upon thirty (30) days written notice. This contract is not a continuous agreement beyond the dates specified herein. Subsequent contracts, if any, will be prepared as separate agreements and this agreement is not contingent assurance of continuation.

AGREEMENT

CONTRACT NUMBER 1104011CN	AM.NO.
TAXPAYER'S FEDERAL /EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2012

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 bus transportation service, in accordance with the provisions of the following documents, which by this reference are made a part of this Agreement:

Exhibit A, Specifications, consisting of one (1) page; and

Exhibit B, CSU General Provisions for Service Acquisitions, consisting of nine (9) pages.

The term of this Agreement shall extend from July 1, 2012, through June 30, 2013. Service shall commence July 1, 2012.

Total of this Agreement shall not exceed Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00).

ACCOUNTING INFORMATION FOR UNIVERSITY USE ONLY:

660822 TO130 U60009 \$189,000.00

660822 TS003 D40056 \$21,000.00

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 Mike Burghart, Interim Director		PRINTED NAME OF PERSON SIGNING	
Contracts, Procurement, and Risk Management #1 Harpst Street, Arcata, CA 95521		ADDRESS 133 V Street, Eureka, CA 95501	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$210,000.00		PROGRAM/CATEGORY (CODE TITLE) (OPTIONAL USE)	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	ITEM	CHAPTER	STATUTE FISCAL YEAR 12-13
TOTAL AMOUNT ENCUMBERED TO DATE \$210,000.00	OBJECT OF EXPENDITURE (TITLE AND CHARTFIELD STRING) Parking-Alt Means See Above		
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.
Funds Encumbered by:		DATE	

☐ CONTRACTOR ☐ CSU ☐ ACCOUNTING ☐ DEPARTMENT

2012- 2013 Transportation Specifications for the Redwood Transit System

The Humboldt Transit Authority (HTA) will provide all labor, equipment, materials and any other costs necessary to provide transportation services for Humboldt State University (HSU) students, faculty and staff under the following specified terms:

The Redwood Transit System (RTS) and Southern Humboldt Transit System (SHTS) will provide regular, scheduled bus service to all published stops on all published routes during all published hours of operations.

Transportation services for all HSU students, faculty and staff shall be subsidized by HSU in accordance with the following:

- Upon boarding, the rider shall be required to swipe either a HSU photo identification card or a five-day temporary JackPass card, through the onboard electronic fare box to validate ridership. In addition, the HTA/RTS/SHTS driver shall make efforts to validate ridership via visual verification that the photo on the HSU photo identification card matches the rider.
- The subsidized fare shall be made available to the rider at the time of the ride. Pre-purchased transportation passes or other types of transportation passes/tickets shall not be required. HTA/RTS/SHTS shall provide, at no charge, five day JackPass temporary passes to the University which may, in turn, be issued to new customers or those experiencing issues with ridership validation with their HSU photo identification card.
- HSU will provide HTA/RTS/SHTS with written notification of changes in HSU identification cards so as to ensure HTA/RTS/SHTS is able to maintain accurate valid rider information within the electronic fare box and ridership controls system operated by HTA/RTS/SHTS.

HTA/RTS/SHTS shall record ridership and present a monthly report to HSU detailing ridership and statistical data. Said report shall be submitted no later than one week following the end of each month. Reports may be submitted to: Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

HTA/RTS/SHTS shall actively work with Traci Ferdolage, Senior Director- Planning, Design & Transportation Management (707) 826-4111, or her designee, to coordinate successful completion of these services including changes in schedule and location of stops on campus, resolution of ongoing ridership issues, and other campus-related transit planning.

The total amount of the contract is based on the previous fiscal year's ridership and cost per passenger for JackPass qualified riders. Ridership in FY2011/2012 was established at 144,683 passengers; JackPass qualified rider cost per passenger has been established at \$1.45. Therefore, the total contract value for FY2012/2013 shall be a flat rate of Two Hundred Ten Thousand Dollars and No Cents (\$210,000.00) for unlimited rides on RTS/SHTS for those individuals complying with the terms of ridership as defined above and throughout the terms of this contract.

Payment is to be made in two installments. Payment of one-half of the contract total in the amount of One Hundred Five Thousand Dollars and No Cents (\$105,000.00) shall be due on October 31, 2012. The second installment shall be the remaining one-half of the contract total in the amount of One Hundred Five Thousand Dollars and No Cents (\$105,000.00) and shall be due on April 30, 2013.

Payment is to be made upon receipt of invoice submitted to Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

The term of this contract shall extend from July 1, 2012, through June 30, 2013. Service shall commence on July 1, 2012.

This contract may be cancelled by either party upon thirty (30) day's written notice. This contract is not a continuous agreement beyond the dates specified herein. Subsequent contracts, if any, will be prepared as separate agreements and this agreement is not contingent assurance of continuation.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

1. Commencement of Work.....	2
2. Invoices	2
3. Appropriation of Funds	2
4. Cancellation.....	2
5. Independent Status	2
6. Conflict of Interest	2
7. Governing Law.....	3
8. Assignments	3
9. Time.....	3
10. Contract Alterations & Integration	3
11. General Indemnity	3
12. Use of Data	3
13. Termination for Default	3
14. Personnel	3
15. Nondiscrimination	3
16. Drug-Free Workplace Certification	4
17. Severability	4
18. Dispute.....	4
19. Privacy of Personal Information	4
20. Waiver of Rights	5
21. Endorsement	5
22. Patent, Copyright, and Trade Secret Indemnity	5
23. Compliance with NLRB Orders	5
24. Examination and Audit.....	5
25. DVBE and Small Business Participation	5
26. Citizenship and Public Benefits.....	6
27. Americans With Disabilities Act (ADA)	6
28. Child Support Compliance Act.....	6
29. Document Referencing.....	6
30. Forced, Convict, Indentured and Child Labor.....	6
31. Covenant Against Gratuities	6
32. Rights and Remedies of CSU for Default	6
33. Contractor's Power and Authority	7
34. Recycled Content Certification.....	7
35. Entire Contract	7
36. Safety and Accident Prevention.....	7
37. Follow-On Contracts.....	7
38. Expatriate Corporations	8
39. Insurance Requirements.....	8
40. Rights in Work Product	8
41. Confidentiality of Data	9

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

- (a) Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the 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, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor 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 Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor 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.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notification.

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

22. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

24. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. 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.

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

26. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

28. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

34. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

35. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

37. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
- (ii) development or design of test requirements;
- (iii) evaluation of test data;
- (iv) direction of or evaluation of another Contractor;
- (v) provision of formal recommendations regarding the acquisition of products or services; or
- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

38. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
 - (ii) That the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
 - (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

41. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.



HUMBOLDT STATE UNIVERSITY

Planning, Design & Transportation Management

2012- 2013 Transportation Specifications for the Willow Creek Service

The Humboldt Transit Authority (HTA) will provide all labor, equipment, materials and any other costs necessary to provide transportation services for Humboldt State University (HSU) students, faculty and staff under the following specified terms:

The Willow Creek Service (WCS) will provide regular, scheduled bus service to all published stops on all published routes during all published hours of operations for the period encompassing July 1, 2012 thru June 30, 2013.

Transportation services for all HSU students, faculty and staff shall be subsidized by HSU in accordance with the following:

- Upon boarding, the rider shall be required to swipe either a HSU photo identification card or a five-day temporary JackPass card, through the onboard electronic fare box to validate ridership. In addition, the HTA/WCS driver shall make efforts to validate ridership via visual verification that the photo on the HSU photo identification card matches the rider.
- The subsidized fare shall be made available to the rider at the time of the ride. Pre-purchased transportation passes or other types of transportation passes/tickets shall not be required. HTA/WCS shall provide, at no charge, five day JackPass temporary passes to the University which may, in turn, be issued to new customers or those experiencing issues with ridership validation with their HSU photo identification card.
- HSU will provide HTA/WCS with written notification of changes in HSU identification cards so as to ensure HTA/WCS is able to maintain accurate valid rider information within the electronic fare box and ridership controls system operated by HTA/WCS.

HTA/WCS shall record ridership and present a monthly report to HSU detailing ridership and statistical data. Said report shall be submitted no later than one week following the end of each month. Reports may be submitted to: Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

HTA/WCS shall actively work with Traci Ferdolage, Senior Director- Planning, Design & Transportation Management (707) 826-4111, or her designee, to coordinate successful completion of these services including changes in schedule and location of stops on campus and other campus-related transit planning.

The total amount of the contract is based on the previous fiscal year's ridership and cost per passenger for JackPass qualified riders. Ridership in FY2011/2012 was established at 2,579 passengers; JackPass qualified rider cost per passenger has been established at \$2.75. Therefore, the total contract value for FY2012/13 shall be a flat rate of Seven Thousand Ninety-Two Dollars and Twenty-Five Cents (\$7,092.25) for unlimited rides on WCS for those individuals complying with the terms of ridership as defined above and throughout the terms of this contract.

Payment is to be made in two installments. Payment of one-half of the contract total in the amount of Three Thousand Five Hundred Forty-Six Dollars and Thirteen Cents (\$3,546.13) shall be due on October 31, 2012. The second installment shall be the remaining one-half of the contract total in the amount of Three Thousand Five Hundred Forty-Six Dollars and Twelve Cents (\$3,546.12) and shall be due on April 30, 2013.

Payment is to be made upon receipt of invoice submitted to Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

The term of this contract shall encompass July 1, 2012 through June 30, 2013. Service shall commence on July 1, 2012.

This contract may be cancelled by either party upon thirty (30) days written notice. This contract is not a continuous agreement beyond the dates specified herein. Subsequent contracts, if any, will be prepared as separate agreements and this agreement is not contingent assurance of continuation.

AGREEMENT

CONTRACT NUMBER 1104010CN	AM.NO.
TAXPAYER'S FEDERAL /EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2012

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 Willow Creek bus transportation service for FY 2012-2013, in accordance with the provisions of the following documents, which by this reference are made a part of this Agreement:

Exhibit A, Specifications, consisting of one (1) page; and

Exhibit B, CSU General Provisions for Service Acquisitions, consisting of nine (9) pages.

The term of this Agreement shall extend from July 1, 2012 through June 30, 2013. Service shall commence July 1, 2012.

Total of this Agreement shall not exceed Seven Thousand Ninety-Two Dollars and Twenty-Five Cents (\$7,092.25).

ACCOUNTING INFORMATION FOR UNIVERSITY USE ONLY:

660822 TQ130 U60009 \$6,383.03

660822 TS003 D40056 \$709.22

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 A. Gail Dungan, Contracts Specialist		PRINTED NAME OF PERSON SIGNING					
Contracts, Procurement, and Risk Management #1 Harpst Street, Arcata, CA 95521		ADDRESS 133 V Street, Eureka, CA 95501					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$7,092.25		PROGRAM/CATEGORY (CODE TITLE) Dorm Rev - Parking					
		(OPTIONAL USE)					
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00		ITEM	CHAPTER	STATUTE	FISCAL YEAR 12-13		
TOTAL AMOUNT ENCUMBERED TO DATE \$7,092.25		OBJECT OF EXPENDITURE (TITLE AND CHARTFIELD STRING) Parking-Alt Means See Above					
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.			
Funds Encumbered by:			DATE				
☐	CONTRACTOR	☐	CSU	☐	ACCOUNTING	☐	DEPARTMENT

2012- 2013 Transportation Specifications for the Willow Creek Service

The Humboldt Transit Authority (HTA) will provide all labor, equipment, materials, and any other costs necessary to provide transportation services for Humboldt State University (HSU) students, faculty and staff under the following specified terms:

The Willow Creek Service (WCS) will provide regular, scheduled bus service to all published stops on all published routes during all published hours of operations.

Transportation services for all HSU students, faculty and staff shall be subsidized by HSU in accordance with the following:

- Upon boarding, the rider shall be required to swipe either an HSU photo identification card, or a five-day temporary JackPass card, through the onboard electronic fare box to validate ridership. In addition, the HTA/WCS driver shall make efforts to validate ridership via visual verification that the photo on the HSU photo identification card matches the rider.
- The subsidized fare shall be made available to the rider at the time of the ride. Pre-purchased transportation passes or other types of transportation passes/tickets shall not be required. HTA/WCS shall provide, at no charge, five day JackPass temporary passes to the University which may, in turn, be issued to new customers or those experiencing issues with ridership validation with their HSU photo identification card.
- HSU will provide HTA/WCS with written notification of changes in HSU identification cards so as to ensure HTA/WCS is able to maintain accurate valid rider information within the electronic fare box and ridership controls system operated by HTA/WCS.

HTA shall record ridership and present a monthly report to HSU detailing ridership and statistical data. Said report shall be submitted no later than one week following the end of each month. Reports may be submitted to: Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

HTA/WCS shall actively work with Traci Ferdolage, Senior Director- Planning, Design & Transportation Management (707) 826-4111, or her designee, to coordinate successful completion of these services including changes in schedule and location of stops on campus and other campus-related transit planning.

The total amount of the contract is based on the previous fiscal year's ridership and cost per passenger for JackPass qualified riders. Ridership in FY2011/2012 was established at 2,579 passengers; JackPass qualified rider cost per passenger has been established at \$2.75. Therefore, the total contract value for FY2012/2013 shall be a flat rate of Seven Thousand Ninety-Two Dollars and Twenty-Five Cents (\$7,092.25) for unlimited rides on WCS for those individuals complying with the terms of ridership as defined above and throughout the term of this contract.

Payment is to be made in two installments. Payment of one-half of the contract total in the amount of Three Thousand Five Hundred Forty-Six Dollars and Thirteen Cents (\$3,546.13) shall be due on October 31, 2012. The second installment shall be the remaining one-half of the contract total in the amount of Three Thousand Five Hundred Forty-Six Dollars and Twelve Cents (\$3,546.12) and shall be due on April 30, 2013.

Payment is to be made upon receipt of invoice submitted to Humboldt State University, Office of Planning, Design & Transportation Management, House #13, Arcata, CA 95521.

The term of this contract shall extend from July 1, 2012 through June 30, 2013. Service shall commence on July 1, 2012.

This contract may be cancelled by either party upon thirty (30) days written notice. This contract is not a continuous agreement beyond the dates specified herein. Subsequent contracts, if any, will be prepared as separate agreements and this agreement is not contingent assurance of continuation.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

1. Commencement of Work.....	2
2. Invoices	2
3. Appropriation of Funds	2
4. Cancellation.....	2
5. Independent Status	2
6. Conflict of Interest	2
7. Governing Law.....	3
8. Assignments	3
9. Time.....	3
10. Contract Alterations & Integration	3
11. General Indemnity	3
12. Use of Data	3
13. Termination for Default	3
14. Personnel	3
15. Nondiscrimination	3
16. Drug-Free Workplace Certification.....	4
17. Severability	4
18. Dispute.....	4
19. Privacy of Personal Information	4
20. Waiver of Rights	5
21. Endorsement	5
22. Patent, Copyright, and Trade Secret Indemnity.....	5
23. Compliance with NLRB Orders	5
24. Examination and Audit.....	5
25. DVBE and Small Business Participation	5
26. Citizenship and Public Benefits.....	6
27. Americans With Disabilities Act (ADA)	6
28. Child Support Compliance Act.....	6
29. Document Referencing	6
30. Forced, Convict, Indentured and Child Labor.....	6
31. Covenant Against Gratuities	6
32. Rights and Remedies of CSU for Default	6
33. Contractor's Power and Authority	7
34. Recycled Content Certification.....	7
35. Entire Contract	7
36. Safety and Accident Prevention.....	7
37. Follow-On Contracts.....	7
38. Expatriate Corporations	8
39. Insurance Requirements.....	8
40. Rights in Work Product	8
41. Confidentiality of Data	9

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

- (a) Invoices shall be submitted, in arrears, to the address stipulated in the Contract. The Contract number must be included on the invoice. Final invoice shall be marked as such.
- (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
- (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Contract in accordance with CSU policy.
- (d) Unless otherwise specified, the CSU shall pay properly submitted invoices not more than 45 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Contract.
- (e) The consideration to be paid Contractor, as described within the Contract, shall be in full compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

3. Appropriation of Funds

- (a) If the term of the 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, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the CSU under the Contract, and relieve the CSU of any further obligation therefore.
- (b) CSU agrees that if provision (a) above is involved, commodities shall be returned to the Contractor 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 Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.

4. Cancellation

CSU reserves the right to cancel this Contract at any time upon thirty (30) days written notice to the Contractor.

5. Independent Status

The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.

6. Conflict of Interest

- (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
- (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Contract.

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

7. Governing Law

To the extent not inconsistent with applicable federal law, this Contract shall be construed in accordance with and governed by the laws of the State of California.

8. Assignments

Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.

9. Time

Time is of the essence of the Contract.

10. Contract Alterations & Integration

No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Contract not incorporated here in shall be binding on any of the parties hereto.

11. General Indemnity

The Contractor agrees to indemnify, defend and save harmless the CSU, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.

12. Use of Data

The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. CSU specific information contained in the report, survey, or other product developed by the Contractor pursuant to this Contract is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.

13. Termination for Default

The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.

14. Personnel

The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.

15. Nondiscrimination

- (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

Code Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) The provisions of Executive Order 11246, as amended (Equal Employment Opportunity/Affirmative Action), Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212 or VEVRAA), and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and the implementing regulations found at 41 CFR 60-1&2, 41 CFR 60-250, and 41 CFR 60-741, respectively, are hereby incorporated by reference.
- (e) Contractor 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.
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract. (Gov. Code Section 12990, 11135 et seq.; Title 2, California Code of Regulations, Section 8107).

16. Drug-Free Workplace Certification

By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

17. Severability

It is expressly agreed and understood by the parties hereto that if any provision of this Contract is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Contract shall remain in full force and effect.

18. Dispute

Any dispute arising under the terms of this Contract which is not resolved within a reasonable period of time by authorized representatives of the Contractor and the CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Contract. Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Contract. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Contract.

19. Privacy of Personal Information

Contractor expressly acknowledges the privacy rights of individuals to their personal information that are expressed in the State's Information Practices Act (California Civil Code Section 1798 et seq.) and in California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information. Contractor shall not release personal information contained in CSU records without full compliance with applicable state and federal privacy laws. Contractor further, acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b)(2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. Contractor shall maintain the privacy of protected personal information and shall be financially responsible, if and to the extent that any security breach relating to protected personal information results from acts or omissions of Contractor, or its personnel, for any notifications to affected persons (after prompt consultation with CSU), and to the extent requested by CSU, administratively responsible for such notification.

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

20. Waiver of Rights

Any action or inaction by the CSU or the failure of the CSU on any occasion to enforce any right or provision of the Contract shall not be construed to be a waiver by the CSU of its rights hereunder and shall not prevent the CSU from enforcing such provision or right on any future occasion. The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

21. Endorsement

Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the CSU, its officers or employees.

22. Patent, Copyright, and Trade Secret Indemnity

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

- (a) The Contractor, at its own expense, shall defend any action brought against the CSU to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the CSU in any such action. Such defense and payment shall be conditioned on the following:
 - (i) That the Contractor shall be notified within a reasonable time in writing by the CSU of any notice of such claim; and,
 - (ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the CSU has the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent or copyright or a trade secret, the CSU shall permit the Contractor at its option and expense either to procure for the CSU the right to continue using the product, or to replace or modify the same so that they become non-infringing provided such replacement or modified product satisfies the performance requirements specified in the Contract. If none of these options can reasonably be taken, or if the use of such product by the CSU shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the CSU in procuring a substitute product. If, in the sole opinion of the CSU, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the CSU shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the CSU has paid Contractor less any reasonable amount for use or damage.

23. Compliance with NLRB Orders

Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

24. Examination and Audit

For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. 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.

25. DVBE and Small Business Participation

The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

certified by the Office of Small Business and DVBE Services (OSDS) are eligible to receive the preference. The CSU encourages all contractors to use the services of DVBE and OSDS-certified small business enterprises whenever possible, and to report their use to the CSU.

26. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

27. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations.

28. Child Support Compliance Act

For any contract in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Contract number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the contract number and contractor identification number may be returned to contractor and may cause delay in payment.

30. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to this Contract have been laundered or produced in whole or in part by sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, or abusive forms of child labor or exploitation of children in sweatshop labor. Contractor shall cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the CSU, the Department of Industrial Relations, or the Department of Justice determine the Contractor's compliance with the requirements above. (Public Contract Code Section 6108)

31. Covenant Against Gratuities

The Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Rights and Remedies of CSU for Default

- (a) In the event any Deliverables furnished or services provided by the Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the CSU may reject the same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same forthwith or to correct the performance of services, without expense to the CSU, and immediately to replace all such rejected items

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

with others conforming to such specifications or samples; provided that should the Contractor fail, neglect, or refuse to do so, the CSU shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Contractor the difference between the price named in the Contract and the actual cost thereof to the CSU.

- (b) In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the right of the CSU to purchase in the open market and to reimbursement set forth above shall apply, except for force majeure. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts (known as "force majeure") shall include but shall not be limited to fire, strike, freight embargo or acts of God and of the Government. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
- (c) In the event of the termination of the Contract, either in whole or in part, by reason of the default or breach thereof by the Contractor, any loss or damage sustained by the CSU in procuring any items which the Contractor therein agreed to supply shall be borne and paid for by the Contractor.
- (d) The rights and remedies of the CSU provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the CSU hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the CSU under this Contract.

34. Recycled Content Certification

Contractor agrees to certify in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled content material, as defined in Sections 12161 and 12200 of the Public Contract Code, in materials, goods, or supplies used in the performance of this Contract.

35. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

36. Safety and Accident Prevention

In performing work under this Contract on CSU premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the CSU may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with default provisions hereof.

37. Follow-On Contracts

- a) If the Contractor or its affiliates provides Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Consulting and Direction, whichever comes later.
- b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:

CSU GENERAL PROVISIONS
for
SERVICE ACQUISITIONS

- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
- (ii) development or design of test requirements;
- (iii) evaluation of test data;
- (iv) direction of or evaluation of another Contractor;
- (v) provision of formal recommendations regarding the acquisition of products or services; or
- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the CSU has entered into a Contract for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

38. Expatriate Corporations

By accepting a contract or purchase order, the Contractor declares under penalty of perjury under the laws of the State of California that the Contractor is eligible to contract with the CSU pursuant to The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code Section 10286 et. Seq.

39. Insurance Requirements

Contractor shall furnish to the CSU prior to the commencement of work an underwriter's endorsement with a certificate of insurance stating that there is General Liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

- (a) The certificate of insurance shall provide:
 - (i) That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the CSU;
 - (ii) That the State of California, the Trustees of the California State University, the CSU, the campus, and the employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned;
 - (iii) That the State, the Trustees, and the CSU, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy;
 - (iv) That the insurer has an AM Best rating of A: VII or equivalent.
- (b) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CSU, and the contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the CSU may in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.
- (c) Workers' Compensation insurance coverage as required by the State of California.

40. Rights in Work Product

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records

CSU GENERAL PROVISIONS for SERVICE ACQUISITIONS

relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Clause will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials. The CSU will have Government Purpose Rights to the Work Product as Deliverable or delivered to the CSU hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the CSU for any CSU purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any CSU purpose. Such recipients of the Work Product may include, without limitation, CSU Contractors, California State government, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

41. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSU's operation which are designated confidential by the CSU and not otherwise subject to disclosure under the California Public Records Act, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that it takes to protect its own information of a similar nature, but in no event less than reasonable care. The Contractor shall not be required under the provisions of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

Resolution 12-08

***A Resolution from the Humboldt Transit Authority
Governing Board of Directors
Thanking and Commending Laura Shodall***

WIIEREAS, Laura Shodall began work at the Humboldt Transit Authority on March 24, 1986. During the twenty-six years she served in the capacities of Operations Manager, Manager of Administration and Finance, a member of the labor negotiations team, as well as a board member for the California Transit Indemnity Pool.

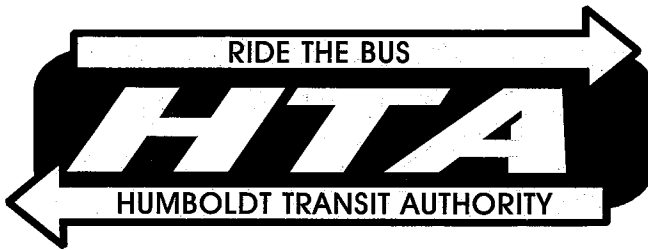
WHEREAS, Laura's cooperation and knowledge in the transit industry made it possible to accomplish numerous goals and tremendous improvements that were made to the Humboldt Transit Authority Facility, the expanded bus fleet, and routes expanded to Willow Creek and the Southern Humboldt area.

WHEREAS, this Governing Board of Directors wishes to communicate our appreciation for a job well done;

NOW THEREFORE BE IT RESOLVED that Humboldt Transit Authority, the Board and the Staff, all thank Laura for all she has contributed.

PASSED, APPROVED AND ADOPTED on the Seventeenth day of October in the year Two Thousand and Twelve.

Linda Atkins
Chairperson of the Humboldt Transit
Authority Governing Board of Directors



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chairperson Atkins
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: November 28, 2012

SUBJECT: Funding Agreement Between the Humboldt County Association of
Governments HCAOG and the Humboldt Transit Authority (HTA)

HCAOG was awarded funding from the California Emergency Management Agency (Cal EMA) in the amount of \$322,885. It is to be used to improve ADA accessibility to bus stops in the region for public safety. HCAOG is requesting that HTA manage and install the County of Humboldt bus stop improvements for the Bus Stop ADA Compliance Project.

Action Recommended: Approve the Funding Agreement between the Humboldt Transit Authority and the Humboldt County Association of Governments for the Bus Stop Americans with Disabilities Act Compliance Project Phase I, II, and III.



HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

611 I Street, Suite B

Eureka, CA 95501

(707) 444-8208

<http://www.hcaog.net>

October 18, 2012

Mr. Greg Pratt, General Manager
Humboldt Transit Authority
133 V Street
Eureka, CA 95501

Dear Mr. Pratt:

SUBJECT: FUNDING AGREEMENT BETWEEN THE HUMBOLDT TRANSIT AUTHORITY (HTA) AND THE HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS (HCAOG) FOR THE BUS STOP AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE PROJECT PHASE I, II and III

Dear Greg,

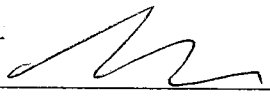
The Humboldt County Association of Governments (HCAOG) was awarded funding from the California Emergency Management Agency (Cal EMA) to provide a full ADA bus stop access improvement program to improve bus stop access in the region for public safety and disaster preparedness. The bus stop improvement program is a project undertaken by HCAOG's Social Service Transportation Advisory Council (SSTAC) in coordination with local public transit agencies.

This letter, when countersigned, authorizes funding in the amount of \$322,885.00 by the Humboldt County Association of Governments (HCAOG) for bus stop improvements to be performed by the Humboldt Transit Authority (HTA) for the Cal EMA Grant - Bus Stop ADA Compliance Project Phases I, II, and III. We have included two copies of this Agreement, please sign both copies and return one copy for HCAOG's records.

1. **Funding Agreement:** This Funding Agreement is the statement of contract specific requirements applicable to the work effort to be undertaken by the Humboldt Transit Authority for their efforts in the Bus Stop ADA Compliance Project Phases I, II, and III. The Bus Stop Improvement Project will be funded under the Transit System Safety Security and Disaster Response Account (TSSDRA) included in Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act, approved by the California voters in November 2006. The Humboldt County Association of Government's California Transit Security Grant Program (CTSGP) grant applications for FY 2009/10, 2010/11, and 2011/12 are incorporated in this Funding Agreement and included in Attachment 2.

2. Term: The Humboldt Transit Authority is to commence work immediately and shall be completed pursuant to project milestones provided in the CTS GP grant applications FY 2009 – 2012 and below noted grant funding cycles:
- Phase I (FY 2009-10 Grant #6261-0002 (\$74,295)
Project Performance Period Ends March 31, 2013
 - Phase II (FY 2010-11 Grant #6361-0002 (\$124,295)
Project Performance Period Ends March 31, 2014
 - Phase III (FY 2011-12 Grant #6461-0002 (\$124,295)
Project Performance Period Ends March 31, 2015
3. Scope of Services: The Humboldt Transit Authority will perform the tasks / milestones to manage and install County of Humboldt bus stop improvements for the Bus Stop ADA Compliance Project provided in the CTS GP grant applications FY 2009 – 2012.
4. Personnel: The Humboldt Transit Authority will provide its own personnel to perform the work specific in the Funding Agreement. Humboldt Transit Authority will also provide administrative support, management, and overhead expenses.
5. Compensation: For services rendered, the Humboldt Transit Authority will receive a sum not to exceed the amount of \$322,885.00 for bus stop improvements completed in Phases I, II, and III of the Bus Stop ADA Compliance Project. Upon project completion or within 30 days of each project performance period end, the Humboldt Transit Authority shall submit invoices TO HCAOG for reimbursement. The invoice for payment shall reference the work completed and the hours and cost associated with each task / milestone.

If this Funding Agreement meets with your approval, please sign and return one copy. You may retain a copy for your own records. Questions concerning this Funding Agreement should be directed to Debra Dees of my staff at (707) 444-8208.

10-17-21 

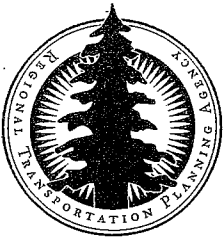
Marcella Clem Date
HCAOG Executive Director

Linda Atkins Date
Chairperson of the HTA Board

Attachment:

- (1) HCAOG Resolution 12-05
- (2) HCAOG Bus Stop ADA Compliance Project Applications/Award Letters
(CTS GP) Phases I, II III

cc: Director Tom Mattson, Humboldt County Public Works



HCAOG

HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

Members: County of Humboldt • Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad

RESOLUTION 12-05

HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS RESOLUTION AUTHORIZING THE SUBMITTAL AND EXECUTION OF GRANT APPLICATIONS AND AGREEMENTS, CERTIFICATIONS AND ASSURANCES AND OTHER DOCUMENTS AS MAY BE NECESSARY FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA EMERGENCY MANAGEMENT AGENCY (Cal EMA)

WHEREAS, the Humboldt County Association of Governments (HCAOG) is the Regional Transportation Planning Agency for Humboldt County, and

WHEREAS, it is the responsibility of the Humboldt County Association of Governments to prepare jurisdiction allocations and submit applications, as needed, from the Proposition 1B – Transit System Safety, Security, and Disaster Response Account (TSSDRA), and

WHEREAS, public transit agencies throughout Humboldt County have expressed the need to improve bus stops in the region to full Americans with Disabilities Act (ADA) standards in the interest of public safety and disaster preparedness, and

WHEREAS, the Humboldt County Association of Governments is an eligible grantee and intends to apply for funding from the Cal EMA California Transit Security Grant Program (CTSGP)-California Transit Assistance Fund (CTAF) to provide a full ADA bus stop access improvement program to improve bus stop access in the region for public safety and disaster preparedness, and

WHEREAS, Cal EMA has determined that bus stop improvement project information submitted by the Humboldt County Association of Governments meets the program guidelines and is eligible for funding through Cal EMA, and

NOW, THEREFORE, BE IT RESOLVED that the Humboldt County Association of Governments hereby authorizes the Executive Director to file and execute grant applications and agreements, certifications and assurances, and other documents as may be necessary for the purpose of obtaining financial assistance provided by the California Emergency Management Agency.

PASSED AND ADOPTED by the Humboldt County Association of Governments, in the City of Eureka, County of Humboldt, State of California, this 15th day of March 2012, by the following vote:

AYES: MEMBERS:
NOES: MEMBERS:
ABSENT: MEMBERS:
ABSTAIN: MEMBERS:

*Farley, Jäger, Strehl, Ornelas, McCall, Wallace,
Morgan, Bass, Woodall, Lovelace, Jackman*

ATTEST:
Maria Juarez
HCAOG Executive Assistant

Jeffrey Farley
Mayor Jeffrey Farley
HCAOG, Chair



Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

May 9, 2012

Marcella Chem
Executive Director
Humboldt County Association of Governments
611 I Street
Eureka, CA 95501

Subject: NOTIFICATION OF PROJECT AWARD
FY 2009-10 California Transit Security Grant Program (CTSGP)
California Transit Assistance Fund (CTAF)
Grant # 6261-0002, FIPS # 037-91197
Project Performance Period Ends March 31, 2013

Dear Ms. Chem:

The California Emergency Management Agency (Cal EMA) has approved funding for Humboldt County Association of Government's project in the amount of \$124,295. The funding is broken down as follows:

- Bus Stop Improvement Project - \$124,295

The semi-annual performance reports must be prepared and submitted to Cal EMA using the mailing address below on April 30th and October 31st, for the duration of the project performance period, or until all activities are completed and the project is formally closed. Failure to submit performance reports could result in the reduction of project funds, suspension, or termination.

The eligible recipient of this award is subject to all policies and provisions set by Cal EMA. Any project funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

For further assistance, please contact your Homeland Security, Prop 1B and Emergency Management Branch Program Representative, Amber Lane, at (916) 845-8660 or amber.lane@calema.ca.gov.

Sincerely,

BRENDAN A. MURPHY
Assistant Secretary

RECEIVED
MAY 10 2012

HUMBOLDT COUNTY
ASSOCIATION OF GOVERNMENTS

3650 SCHRIEVER AVENUE, MATHER, CA 95655
HOMELAND SECURITY, PROP1B AND EMERGENCY MANAGEMENT BRANCH
(916) 845-8510 PHONE • (916) 636-3780 FAX

A. Investment Heading	
Date Submitted	February 1, 2012
Grant Year Applying For	2009-10
County of Allocation	Humboldt
Agency Name	Humboldt County Association of Governments
Investment Name	Bus Stop ADA Compliance Project Phase I
Investment Phase	1
Amount Requesting	\$ 124,295
FIPS Number	
Number of Projects	1 of 3

B. Contact Information	
Marcella Clem, Executive Director (POC and AA) 611 I Street, Suite B Eureka, CA 95501 Phone: 707-444-8208 Fax: 707-444-8319 marcella.clem@hcoag.net	

C. Investment Funding plan			
Investment YEAR 2012	CTAF Request Total		Grand Total
	8879.58(a)(2)	8879.58(a)(3)	
Planning	10,000		10,000
Equipment	35,000		35,000
Construction	62,091	17,204	79,295
Total	107,091	17,204	124,295

****NOTE --Label each project alphabetically and provide the following questions per project.

Agency Name and FIPS HCAOG

Letter and Project Title Bus Stop ADA Compliance Project

H. Provide a high-level timeline, milestones and dates, for the implementation of this investment. Possible areas for inclusion are: stakeholder engagement, planning, major acquisitions/purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

1. **Bus Stop Inspection Committee Formation** May 2012
2. **Bus Stop Physical Inventories for all bus stops in the region** July 2012
3. **Prioritization of improvements** August 2012
4. **Cost analysis of Bus Stop improvements for ADA compliance** November 2013
5. **Improvements to Bus Stops based on prioritization** June 2013
6. **Quality Control Check by committee members** August 2013



Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

May 9, 2012

Marcella Chem
Executive Director
Humboldt County Association of Governments
611 I Street
Eureka, CA 95501

Subject: NOTIFICATION OF PROJECT AWARD
FY 2010-11 California Transit Security Grant Program (CTSGP)
California Transit Assistance Fund (CTAF)
Grant # 6361-0002, FIPS # 023-91054
Project Performance Period Ends March 31, 2014

Dear Ms. Chem:

The California Emergency Management Agency (Cal EMA) has approved funding for the Humboldt County Association of Government 's project in the amount of \$124,295. The funding is broken down as follows:

- Bus Stop Improvement Project - \$124,295

The semi-annual performance reports must be prepared and submitted to Cal EMA using the mailing address below on April 30th and October 31st, for the duration of the project performance period, or until all activities are completed and the project is formally closed. Failure to submit performance reports could result in the reduction of project funds, suspension, or termination.

The eligible recipient of this award is subject to all policies and provisions set by Cal EMA. Any project funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

For further assistance, please contact your Program Representative, Amber Lane, at (916) 845-8660 or amber.lane@calema.ca.gov.

Sincerely,

BRENDAN A. MURPHY
Assistant Secretary

RECEIVED
MAY 29 2012

HUMBOLDT COUNTY
ASSOCIATION OF GOVERNMENTS

3650 SCHRIEVER AVENUE, MATHER, CA 95655
HOMELAND SECURITY, PRO1B AND EMERGENCY MANAGEMENT BRANCH
(916) 845-8510 PHONE • (916) 636-3780 FAX

Investment Justification Template

A. Investment Heading	
Date Submitted	February 1, 2012
Grant Year Applying For	2010-11
County of Allocation	Humboldt
Agency Name	Humboldt County Association of Governments
Investment Name	Bus Stop ADA Compliance Project Phase I
Investment Phase	1
Amount Requesting	\$ 124,295
FIPS Number	
Number of Projects	1 of 2

B. Contact Information	
Marcella Clem, Executive Director (POC and AA) 611 I Street, Suite B Eureka, CA 95501 Phone: 707-444-8208 Fax: 707-444-8319 marcella.clem@hcoag.net	

C. Investment Funding plan			
Investment YEAR	CTAF Request Total		Grand Total
2012	8879.58(a)(2)	8879.58(a)(3)	
Planning	10,000		10,000
Equipment	35,000		35,000
Construction	62,091	17,204	79,295
Total	107,091	17,204	124,295

****NOTE –Label each project alphabetically and provide the following questions per project.

Agency Name and FIPS HCAOG

Letter and Project Title Bus Stop ADA Compliance Project

H. Provide a high-level timeline, milestones and dates, for the implementation of this investment. Possible areas for inclusion are: stakeholder engagement, planning, major acquisitions/purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

1. **Bus Stop Inspection Committee Formation** **May 2012**
2. **Bus Stop Physical Inventories for all bus stops in the region** **July 2012**
3. **Prioritization of improvements** **August 2012**
4. **Cost analysis of Bus Stop improvements for ADA compliance** **November 2013**
5. **Improvements to Bus Stops based on prioritization** **June 2013**
6. **Quality Control Check by committee members** **August 2013**



Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

May 4, 2012

Marcela Chem
Director
Humboldt County Association of Governments
611 I Street, Suite B
Eureka, CA 95501

RECEIVED
MAY 23 2012

HUMBOLDT COUNTY
ASSOCIATION OF GOVERNMENTS

Subject: NOTIFICATION OF PROJECT AWARD
FY 2011-12 California Transit Security Grant Program (CTSGP)
California Transit Assistance Fund (CTAF)
Grant # 6461-0002, FIPS # 023-00000
Project Performance Period Ends March 31, 2015

Dear Ms. Chem,

The California Emergency Management Agency (Cal EMA) has approved funding for Humboldt County Association of Governments' project in the amount of \$124,295. The funding is broken down as follows:

- Bus Stop Improvements - \$124,295

The semi-annual performance reports must be prepared and submitted to Cal EMA using the mailing address below on April 30th and October 31st, for the duration of the project performance period, or until all activities are completed and the project is formally closed. Failure to submit performance reports could result in the reduction of project funds, suspension, or termination.

The eligible recipient of this award is subject to all policies and provisions set by Cal EMA. Any project funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

For further assistance, please contact your Homeland Security, Prop 1B and Emergency Management Branch Program Representative, Amber Lane, at (916) 845-8660 or amber.lane@calema.ca.gov.

Sincerely,


BRENDAN A. MURPHY
Assistant Secretary

3650 SCHRIEVER AVENUE, MATHER, CA 95655
HOMELAND SECURITY, PROP1B AND EMERGENCY MANAGEMENT BRANCH
(916) 845-8510 PHONE • (916) 636-3780 FAX

Investment Justification Template

A. Investment Heading	
Date Submitted	February 1, 2012
Grant Year Applying For	2011-12
County of Allocation	Humboldt
Agency Name	Humboldt County Association of Governments
Investment Name	Bus Stop ADA Compliance Project, Phase II
Investment Phase	1
Amount Requesting	\$ 124,295
FIPS Number	
Number of Projects	2 of 2

B. Contact Information	
Marcella Clem, Executive Director (POC and AA) 611 I Street, Suite B Eureka, CA 95501 Phone: 707-444-8208 Fax: 707-444-8319 marcella.clem@hcoag.net	

C. Investment Funding plan			
Investment	CTAF Request Total		Grand Total
YEAR 2012	8879.58(a)(2)	8879.58(a)(3)	
Planning	10,000		10,000
Equipment	35,000		35,000
Construction	62,091	17,204	79,295
Total	107,091	17,204	124,295

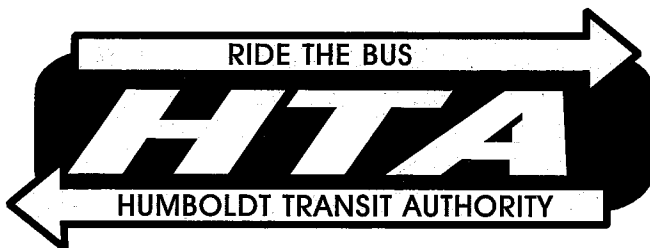
****NOTE -Label each project alphabetically and provide the following questions per project.

Agency Name and FIPS HCAOG

Letter and Project Title Bus Stop ADA Compliance Project

H. Provide a high-level timeline, milestones and dates, for the implementation of this investment. Possible areas for inclusion are: stakeholder engagement, planning, major acquisitions/purchases, training, exercises, and process/policy updates. Up to 10 milestones may be provided.

1. **Bus Stop Inspection Committee Formation** May 2012
2. **Bus Stop Physical Inventories for all bus stops in the region** July 2012
3. **Prioritization of improvements** August 2012
4. **Cost analysis of Bus Stop improvements for ADA compliance** November 2013
5. **Improvements to Bus Stops based on prioritization** June 2013
6. **Quality Control Check by committee members** August 2013



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chairperson Atkins
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: November 28, 2012

SUBJECT: Agreement Regarding Issues not covered by Successor Memorandum of Understanding (MOU) and between Humboldt Transit Authority (HTA) and American Federation of State, County, and Municipal Employees (AFSMCE).

The employees contract between the American Federation of State, County, and Municipal Employees expired on June 30, 2012. We have successfully negotiated a new contract with the represented employees. Below are some of the highlights.

1. Term life insurance raised from \$5,000 to \$10,000
2. Off scheduled payment of \$2,000
3. Certified Driver Trainer given \$1.00 per hour raise while training after 7 years experience.
4. Employees will not receive retiree medical benefits until completing 15 years of service

Action Recommended: Approve Agreement Regarding Issues not Covered by Successor MOU and Approve changes to the contract and adopt the November 28, 2012-June 30, 2015 Memorandum of Understanding between Humboldt Transit Authority and the American Federation of State, Municipal and County Employees