

**AGREEMENT FOR TRANSFER OF OWNERSHIP AND MANGEMENT OF THE
ARCATA & MAD RIVER TRANSIT SYSTEM (A&MRTS) FROM THE CITY OF
ARCATA TO HUMBOLDT TRANSIT AUTHORITY**

This AGREEMENT is made on _____ with the Effective Date of July 1, 2025, by and between the CITY OF ARCATA, a municipal corporation of the State of California (hereinafter called “City”) and HUMBOLDT TRANSIT AUTHORITY, a joint powers authority of the State of California (hereinafter called “HTA”). City and HTA may herein be referred to collectively as the “Parties.”

WITNESSETH:

WHEREAS, in 1975, City initiated ownership and operations of the Arcata & Mad River Transit System (A&MRTS); and,

WHEREAS, since 2001, City has contracted with HTA for parking and receiving regular maintenance services and repairs of A&MRTS transit vehicles; and,

WHEREAS, in 2023, to provide frequent and economical bus service, City and HTA entered into an amended and restated agreement by which City contracted with HTA to administer and manage the operation and maintenance of the A&MRTS, including scheduling and staffing drivers for A&MRTS routes, with a contract term ending June 20, 2029; and,

WHEREAS, Public Utility Code section 99288 authorizes a City to contract for transit operation services; and,

WHEREAS, HTA possesses the power under California Government Code section 6502 and the joint exercise of powers agreement under which it is constituted to provide such services and receive payment therefore; and,

WHEREAS, the City has retained ownership of transit vehicles comprising the A&MRTS fleet, and purchased liability coverages for these vehicles and their operations through the California Transit Indemnity Pool (CalTIP); and

WHEREAS, the Parties have a mutual desire to maximize the efficiency of regional transit services and feel that this shared interest would be best served by centralizing regional transit operations under the management of one authority; and

WHEREAS, on January 15, 2025, the Arcata City Council adopted Resolution No. 245-28, authorizing the City Manager to transfer ownership of the A&MRTS transit system and vehicles to HTA;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and obligations contained herein, the parties agree as follows:

1. Transfer of Ownership.

- a. A&MRTS Management and Operations. Upon execution of this Agreement, City hereby transfers ownership of all transit system operations and management functions of the A&MRTS to HTA.
 - i. This includes transfer of authorization to apply for and receive all local, state, and federal transit funds including but not limited to City’s Transportation Department Act (TDA) funding allocation, including Local Transit Fund (LTF) State Transit Allocation Fund (STAF), State of Good Repair (SGR) and Low Carbon Transit Operation Program (LCTOP).
 - ii. City, through its participation in the HTA joint powers authority, shall continue to provide input on fixed route transit operations within the limits of the City of Arcata, including fares, routes, performance standards, and location of bus stops/shelters, as set forth in this Agreement.
- b. A&MRTS Vehicles. Upon execution of this Agreement, City hereby transfers title and ownership of all A&MRTS vehicles in their as-is condition to HTA. A&MRTS vehicles transferred from City to HTA are itemized in *Table 1: A&MRTS Vehicles*, below:
 - i. Due a requirement of the funding source used to acquire Buses #926 and #927, the routes identified as the A&MRTS Red & Gold route(s) shall continue to be serviced by electric or otherwise renewably-powered buses as much as feasibly possible.

Table 1: A&MRTS Vehicles

Name	ID #	Type	Year	Make	Model	VIN	Seating	Est. Cash Value	Usage	Miles
Arcata	900	Auto	2005	Ford	Escape	1FMCU95H56KC27813	4	\$ 3,200	Staff	98,956
Arcata	902	Auto	2012	Ford	Fusion	3FADP0L38CR399852	5	\$ 5,000	Staff	63,629
Arcata	903	Van	2014	Dodge	Caravan	2C7WDGBG0ER432279	6	\$ 12,000	Staff	21,958
Arcata	904	Auto	2022	Ford	Escape Hybrid	1FMCU0B21NUA94415	5	\$ 34,700	Staff	260
Arcata	922	Bus	2009	Gillig	35 Foot Transit Bus	15GGB271X91177352	31	\$ 81,040	Fixed Route	307,595
Arcata	923	Bus	2009	Gillig	35 Foot Transit Bus	15GGB271191177353	31	\$ 81,040	Fixed Route	309,763
Arcata	924	Bus	2014	Gillig	low floor	15GGB2711E1183292	32	\$ 165,264	Fixed Route	318,227
Arcata	925	Bus	2014	Gillig	Low floor	15GGB271XE1183291	32	\$ 165,264	Fixed Route	291,915
Arcata	926	Bus	2022	Gillig	Low Floor / BEB	15GGB2815N3197701	30	\$ 721,733	Fixed Route	8,989
Arcata	927	Bus	2022	Gillig	Low Floor / BEB	15GGB2815N3197702	30	\$ 721,733	Fixed Route	6,866
Arcata	932	Bus	2010	Ford	Glaval	1FD4F4FS0ADA79008	20	\$ 17,810	Fixed Route	13,632
Arcata	934	Bus	2019	ARBOC	26' G 2019	1HA6GUBB3KN014598	20	\$ 96,300	Fixed Route	3,761

- 2. Operations and Management. HTA shall manage the operation of fixed route(s) within the City limits of Arcata, previously the A&MRTS. Said operation and management shall comply with all federal, state and local laws, ordinances, and requirements including but not limited to all necessary licenses and permits for such transit services, as well as required reporting and record-keeping as may be required by federal, state and local laws.

3. Service, Routes and Fares, Changes:

- a. *Substantial Changes.* Changes can be made for the following, but not limited to: diminishing ridership, the unmet needs process, or by polling the public regarding improvements to the operation. A public process will be followed and communicated to the City of Arcata's representative on the HTA Board. In addition, HTA will work with the City's Engineering Department regarding any potential route changes to assist with the safety of the route and bus stop placement, and to ensure transit operations can coexist with future planning.
- b. *Temporary Special Service:* If operationally feasible, HTA will provide temporary special public service upon 30 days advance written request from the City Manager. The costs to HTA to provide such services requested by the City shall be compensated by the City and shall be agreed to in advance by the Parties. Any special service(s) provided will be open to the public, and fares will be collected, unless paid for by the entity requesting the special service.

4. Bus Stops and Shelters: HTA shall be responsible for maintaining, cleaning, and making any future improvements to all bus stops and shelters within the City of Arcata limits, in such locations as HTA deems necessary for the operation of the fixed route service on all routes. Bus stops/shelters shall be marked by painted curbs, signs, or other means of identification, as HTA shall determine. All such identification of stops shall be of adequate length to permit vehicles to stop parallel to the curb.

- a. Prior to installation, removal, or construction upon any shelter, signage, curb painting, or other means of bus stop identification, HTA or HTA's contractor shall apply for an encroachment permit from the City. For curb painting, HTA may alternatively submit to the City a "work order" request to be completed by City staff at HTA's cost, per the rate determined in the City's annual Master Fee Schedule.
- b. HTA shall, upon 30 days' written notice, provide for the relocation or removal of any bus shelter at any time the City requires use of the right of way upon which any shelter is situated, whether for street or sidewalk realignment, street, highway, or utility line repairs, or for any other lawful purpose, and whether such removal or relocation is temporary or permanent. Upon a determination by the City that urgency dictates removal in a shorter period of time, HTA shall act with 10 days to cause removal of the shelter, if reasonably feasible. City shall be responsible for reasonable expenses incurred for City requested removal or relocation of any bus shelter.

- c. City reserves the right to require conformity with design review standards, including site plan review shoring actual physical locations with setbacks, sidewalk space remaining, adequate distances from corners and from driveways. All such features must be satisfactory to the City and to HTA and shall be in compliance with the Americans with Disabilities Act (“ADA”) and with Federal Transit Administration (“FTA”) requirements. HTA shall provide an adequate concrete pad under shelters. Within the limits imposed by the FTA and the ADA, the City shall have the right to approve or deny approval to any particular design as to its specific site plan and location, including the right to specify a particular design for a specific location. HTA or HTA’s contractor shall apply for an encroachment permit from the City.
5. Transit Center. HTA employees operating A&MRTS buses shall have access for regular break purposes to use of the City’s building located at 925 E. Street, Arcata, currently called the Arcata Transit Center.
6. Insurance Coverages. HTA shall procure and maintain, at its sole cost and expense, liability coverage for all transit system operations, vehicles, facilities, staff, including elected and appointed officers, and employees.
7. Indemnification. For any claims arising out of A&MRTS transit operations, facilities, or vehicles, HTA shall indemnify and save harmless City, its officers, agents, employees, and servants from all claims, suits, or action of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property, excluding the gross negligence or intentional misconduct of City, or its officers, agents, employees and servants, in performing services under this Agreement.

HTA’s indemnification responsibilities shall not apply to claims arising out of or connected to the condition of the public right-of-way adjacent to transit facilities, such as the curb or sidewalk.

8. Advertising: HTA shall have the exclusive right, at its sole cost, to place advertising or public service announcements on the exterior and interior of A&MRTS buses. HTA shall be entitled to all revenue derived from the aforementioned advertising. Any such advertising or public service announcements shall comply with HTA’s Bus Advertising Policy and Regulations.
9. Equal Employment Opportunity. HTA is an Equal Employment Opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender and pregnancy), gender

expression, gender identity, mental or physical condition, age, political belief or physical disability.

10. Severability. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
12. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of Humboldt.
13. No Assignment. Neither party shall assign, transfer, or otherwise substitute its interest in this Agreement or its obligation hereunder without the written consent of the other.
14. Amendment. This Agreement may be amended or modified only by a written agreement signed by both parties.
15. Waiver. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by both parties. The provisions of this paragraph may not be waived except as herein set forth.
16. Designated Representatives. HTA and City designate the following specific individuals to act as HTA's and City's representatives and primary contact persons with respect to the services to be performed or furnished by HTA and responsibilities of City under this Agreement ("Designated Representative"). Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party. Either party may change the individual name of the Designated Representative by written notice to the other party.

City Designated Representative:

Name: Merritt Perry
Title: City Manager
Phone: 707-825-2200
Email: mperry@cityofarcata.org

HTA Designated Representative:

Name: Greg Pratt
Title: General Manager
Phone: (707) 443-0826 ext. 101
Email: greg@hta.org

17. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute one and the same agreement. Facsimile, portable document format (pdf), and verified electronic signatures shall be binding and considered as if an original.

18. Termination of Operation and Maintenance Agreement. This Agreement is intended to supersede and replace that certain agreement between the parties entitled *Amended and Restated Agreement Between City of Arcata and Humboldt Transit Authority for Operation and Maintenance of Arcata and Mad River Transit (A&MRTS) System and Vehicles*, effective July 1, 2023, amended effective July 1, 2024 (“Operation and Maintenance Agreement”). As of the effective date of this Agreement, the Operation and Maintenance Agreement shall be null and void with no further effect, with the exception of Section 25, Indemnity, which shall survive for one year and apply only to claims that arose from incidents that predate the effective date of this Agreement.

WITNESSTH, the parties have executed his Agreement effective on the day set forth above.

CITY OF ARCATA:

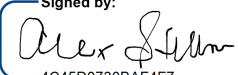
ATTEST:

BY: Merritt Perry
City Manager

BY: City Clerk

CONTRACTOR:

ATTEST:

Signed by:


4C45D0730BAF4F7...
BY:

DocuSigned by:


4CA2049A31CA44B...
BY:

Chair of the HTA Board

Secretary to the Board