

**TRANSPORTATION SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
THE YUROK TRIBE
FOR FISCAL YEARS 2022-2023 THROUGH 2023-2024**

This Agreement, entered into this 10 day of August, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The Yurok Tribe, a federally recognized Tribe, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Roads Division, desires to retain a qualified professional organization to provide frequent and economical transportation services for residents in the eastern portion of Humboldt County, including, without limitation, the Willow Creek, Hoopa Valley and Orleans areas;

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the transportation services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

- A. Provision of Transportation Services. CONTRACTOR shall provide transportation services three (3) days per week to the communities located within the eastern portion of Humboldt County, including, without limitation, the Willow Creek, Hoopa Valley and Orleans areas, in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Implementation Requirements, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such transportation services, CONTRACTOR agrees to fully cooperate with the Humboldt County Public Works Director or a designee thereof.
- B. Vehicle Management Requirements. CONTRACTOR shall be responsible and accountable for the operation and management of any and all vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement, including, without limitation, servicing, maintaining and keeping the vehicles in a neat and clean condition. CONTRACTOR's vehicle management responsibilities shall include, with limitation:
 - 1. Providing for, and paying any and all costs associated with, the maintenance and/or rehabilitation of vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement, including, without limitation, exterior and interior cleaning, periodic lubrication and the replacement of fuel, tires and oil as-needed.
 - 2. Following a regular maintenance schedule which complies with the manufacturer's recommendations for any and all vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement.

3. Ensuring that any and all vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement are in proper working condition prior to the utilization thereof.
 4. Ensuring that any and all vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement comply with any and all applicable local, state and federal safety laws, regulations and standards.
- C. Staffing Requirements. CONTRACTOR shall at all times during the term of this Agreement provide an adequate number of trained staff to carry out the transportation services required hereunder. CONTRACTOR's staffing responsibilities shall include, without limitation:
1. Hiring, supervising, compensating and discharging any and all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement.
 2. Ensuring that any and all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement meet any and all local, state and federal laws, regulations and standards applicable to the operation of transit vehicles, including, without limitation, verifying that all personnel operating any vehicle designed to carry ten (10) or more persons possess a class B vehicle operator's license issued by the State of California.
 3. Ensuring that any and all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement maintain good driving records throughout the term of this Agreement, including, without limitation, conducting periodic record reviews and reassigning or dismissing any personnel found to have an unsatisfactory driving record.
 4. Ensuring that any and all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement conduct themselves in a courteous, efficient and professional manner.
 5. Ensuring that personnel retain exclusive control of all vehicles while performing transportation services pursuant to the terms and conditions of this Agreement. Such personnel may, in their discretion, refuse transportation to any person who, while riding on vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement, fails to abide by any applicable local, state and/or federal laws, regulations or policies.
 6. Ensuring that only personnel employed by CONTRACTOR operate vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement unless COUNTY authorizes, in writing, the operation of such vehicles by a third party.
 7. Paying any and all applicable local, state and federal employment taxes and any other benefits or compensation due to personnel providing transportation services pursuant to the terms and conditions of this Agreement, including, without limitation, workers' compensation insurance.
- D. Accounting Procedures and Documentation Requirements. CONTRACTOR shall maintain, in accordance with generally accepted accounting principles, an accounting system which accurately reflects and documents all fiscal transactions relating to the transportation services

provided pursuant to the terms and conditions of this Agreement, including, without limitation, cash and in-kind resources received and disbursed and the balance of any and all remaining funds. Written documentation, including, without limitation, employee time sheets, receipts for supplies, subcontract expenditures, overhead costs and indirect expenditures and other such documentation required to substantiate overall costs of providing transportation services pursuant to the terms and conditions of this Agreement, shall be on file to support each transaction recorded in the above-referenced accounting system.

- E. Accounting for Fares. CONTRACTOR shall remove locked cash vaults from any and all vehicles used to provide the transportation services required pursuant to the terms and conditions of this Agreement on a daily basis and count and record the contents of each vault.
- F. Operations Data. CONTRACTOR shall establish, maintain and submit to COUNTY a record which contains all of the information specified below for each route covered by this Agreement. CONTRACTOR shall submit the following information to COUNTY in biannual operation reports, which include a statement of revenue and expenses, balance sheets, analysis of changes in retained earnings, a statement of sources and applications for additional funds, no later than March 31st and September 15th of each year in which this Agreement is in effect:
1. Fare revenue tabulated on a daily basis for each route covered by this Agreement.
 2. Total ridership by route, day, trip number and fare category, including transfers.
 3. Vehicle revenue service hours by route, day and vehicle.
 4. Vehicle revenue service miles by route, day and vehicle.
 5. Service break summary of breakdowns, road calls, missed trips and delays over fifteen (15) minutes by trip number.
 6. Complaints, compliments and service requests refused.
 7. Vehicle and passenger accidents.
 8. Driver list, employee training and turnover summary.
 9. Any other operational data which is reasonably necessary for COUNTY to evaluate the effectiveness of the transportation services provided pursuant to the terms and conditions of this Agreement.
- G. Business Office. CONTRACTOR shall maintain a local office and listed telephone under the name "Yurok Tribe." Such office shall remain open from 8:30 a.m. to 5:00 p.m., Monday through Friday, except for holidays or pursuant to other orders from local public health officials. The office maintained pursuant to the terms and conditions of this Agreement, and all facilities associated therewith, shall be located within the greater Willow Creek, Hoopa Valley and Orleans business area.
- H. Promotion. CONTRACTOR shall assist COUNTY in conducting activities which promote public awareness and use of the transportation services provided pursuant to the terms and conditions of this Agreement.

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2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

A. Service Changes. COUNTY hereby reserves the right to make substantial changes to the service levels, criteria, schedule and/or fiscal requirements set forth herein and/or Exhibit A – Implementation Requirements, in accordance with all of the following:

1. Any proposed change to the service levels, criteria, schedule and/or fiscal requirements set forth herein and/or Exhibit A – Implementation Requirements shall be deemed a “substantial change” if such change results in any of the following conditions:
 - a. An increase of ten percent (10%) or more in total fare box revenue, as computed by the fare schedule set forth in Exhibit A – Implementation Requirements.
 - b. A decrease of twenty percent (20%) or more in total fare box revenue, as computed by the fare schedule set forth in Exhibit A – Implementation Requirements.
 - c. A change in the number of vehicles CONTRACTOR is required to operate and maintain pursuant to the terms and conditions of this Agreement.
 - d. The addition or deletion of an entire route specified in Exhibit A – Implementation Requirements.
 - e. An increase or decrease of fifteen percent (15%) or more in the basic service level set forth herein and/or Exhibit A – Implementation Requirements.
2. CONTRACTOR shall be given thirty (30) days advance written notice of COUNTY’s intent to make a substantial change to the service levels, criteria, schedule and/or fiscal requirements set forth herein and/or Exhibit A – Implementation Requirements.
3. Any substantial change to the service levels, criteria, schedule and/or fiscal requirements set forth herein and/or Exhibit A – Implementation Requirements shall require that the amount of compensation provided for in this Agreement be adjusted through a duly executed written amendment hereto, in order to compensate for any increase or decrease in the costs incurred by CONTRACTOR.

B. Promotion. COUNTY shall, at its own cost and expense, be responsible for the promotion of the transportation services provided pursuant to the terms and conditions of this Agreement.

3. TERM:

This Agreement shall begin on July 1, 2022 and shall remain in full force until June 30, 2024, unless sooner terminated as provided herein.

4. TERMINATION:

A. Termination for Cause. Either party, in its sole discretion, may terminate this Agreement in whole or in part, in the event that the other party fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder, and such default continues un-remedied for a period of thirty (30) days following the receipt of written notice thereof. Any and all notices of default shall be provided to the breaching party, in accordance with the notice requirements set forth herein, within ten (10) days of the date upon which the non-breaching party becomes aware, or reasonably should

have become aware, of such default. In the event that either party disputes whether a violation of this Agreement has occurred, or whether a breach of this Agreement has been adequately remedied, the parties shall discuss and attempt to resolve such dispute prior to termination of this Agreement.

- B. Termination without Cause. This Agreement may be terminated by either party without cause upon one hundred eighty (180) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Termination due to Insolvency. COUNTY may terminate this Agreement immediately upon the receipt of written notice of any action taken by or against CONTRACTOR under any insolvency or bankruptcy proceeding, including, without limitation, the appointment of a receiver to take possession of all, or substantially all, of CONTRACTOR's assets or a general assignment by CONTRACTOR for the benefit of creditors.
- E. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated transportation services provided pursuant to the terms and conditions set forth herein through, and including, the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all transportation services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Twenty-One Thousand Two Hundred seventy (\$221,270). In no event shall the maximum amount paid under this Agreement exceed One Hundred nine Thousand (\$109,000.00) for fiscal years 2022-2023 and One Hundred Twelve Thousand Two Hundred Seventy (\$112,270.00) for fiscal years 2023-2024. CONTRACTOR hereby agrees to perform any and all transportation services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

6. PAYMENT:

COUNTY shall compensate CONTRACTOR for any and all transportation services provided pursuant to the terms and conditions of this Agreement, on an annual basis, in accordance with the funding procedures set forth in the Transportation Development Act. CONTRACTOR shall submit to

COUNTY annual invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each fiscal year in which transportation services are provided hereunder. Invoices shall be prepared using a format that is substantially similar to the format of Exhibit B – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works
Attention: Charlotte Merkel, Deputy Public Works Director
1106 Second Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California 95501

CONTRACTOR: Yurok Tribe
Attention: Brandi Natt, Transportation Director
190 Klamath Blvd
Klamath, California 95548

8. REPORTS:

- A. General Reporting Requirements. CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format which complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.
- B. Funding Reports. CONTRACTOR shall, prepare and submit to COUNTY, annual funding reports, which summarize CONTRACTOR's efforts to seek and apply for additional outside funding for operational and/or capital assistance, no later than February 1st of each fiscal year in which this Agreement is in effect.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the transportation services provided pursuant to the terms and conditions of this

Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of any and all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the transportation services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the transportation services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the transportation services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, reports, policies, procedures and overall business operations as related to this Agreement, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, reports, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written

assurances consistent with the requirements of any and all applicable local, state and federal confidentiality laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR hereby assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides transportation services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall, to the fullest extent permitted by law, hold harmless, reimburse for actual expenses and indemnify COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable costs of litigation as invoiced ("Claim"), arising out of, or in connection with, CONTRACTOR's performance of, or failure to comply with, any of the duties and/or obligations contained herein, except any such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY, but shall not be required to appear in court.
- B. Immediate Duty. CONTRACTOR's duty to hold harmless, defend and indemnify COUNTY arises immediately at the time that any Claim is alleged against COUNTY, whether or not such Claim includes allegations of negligence, active or passive, or willful misconduct by COUNTY, and whether or not such Claim is groundless, false or fraudulent. Said duty continues until a court of competent jurisdiction determines with finality that the Claim did not arise out of, or in connection with, CONTRACTOR's performance of, or failure to comply with, any of the duties and/or obligations contained herein or that the Claim was entirely caused by the sole negligence or willful misconduct of COUNTY.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to any and all Claims related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A:VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or be twice the required occurrence limit.
 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Services Office Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the transportation services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of CONTRACTOR's performance hereunder. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.

- d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby shall be in excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect coverage provided to COUNTY or its agents, officers, officials, employees or volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

AND

Humboldt County Department of Public Works
Attention: Thomas K. Mattson, Public Works Director
1106 Second Street
Eureka, California, 95501

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CONTRACTOR: Yurok Tribe
Attention: Fiscal
190 Klamath Blvd
Klamath, California, 95548

AND

Yurok Tribe
Attention: Brandi Natt, Transportation Director
190 Klamath Blvd
Klamath, California, 95548

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors. Nothing contained in this Agreement shall be construed to transfer any rights to third parties, and the parties do not intend to create any such rights.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the transportation services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure and certification requirements applicable to the transportation services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and/or federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all required provisions are included herein, and if any such provision is not included, or incorrectly stated, the pertinent section shall be amended to make such correction.

20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation, or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

21. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this Agreement.

27. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and duly executed by each party hereto.

28. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. LIMITED WAIVER OF SOVEREIGN IMMUNITY:

CONTRACTOR does not waive its sovereign immunity or consent to suit in any court except as expressly stated and subject to the limitations and considerations set forth herein.

- A. Limited Waiver and Consent to Suit. CONTRACTOR hereby waives its sovereign immunity and consents to suit as to "Covered Claims" as defined herein. CONTRACTOR's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity, which is attached hereto as Exhibit C – Resolution of Limited Waiver of Sovereign Immunity and incorporated herein by reference as if set forth in full.
- B. Conditions and Limitations. The limited waiver of sovereign immunity and consent to suit set forth herein is subject to all of the following conditions and limitations:
1. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to claims by COUNTY that CONTRACTOR has violated any provision of this Agreement or that seek to resolve a dispute concerning the interpretation, implementation or enforcement of this Agreement ("Covered Claims"). It does not include tort claims, claims for indirect, special, exemplary, emotional or punitive damages or any other claims not sounding in contract.
 2. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to COUNTY, and not to any other person, group or entity, including, without limitation, any commercial or governmental entities.
 3. The limited waiver of sovereign immunity and consent to suit set forth herein only applies to the California State Courts in Humboldt County and appropriate state appellate courts. CONTRACTOR does not consent to suit in any other court.

4. The limited waiver of sovereign immunity and consent to suit set forth herein is specifically limited to monetary damages constituting a reimbursement of funds for obligations not performed by CONTRACTOR under the terms and conditions of this Agreement, not to exceed the total cost contemplated under this Agreement, and/or specific performance to compel enforcement of this Agreement. The limited waiver of sovereign immunity and consent to suit set forth herein specifically does not allow for recovery of attorney's fees or other costs associated with litigation of Covered Claims or post-judgment interest.
5. Notwithstanding any applicable statute of limitations or other law, the limited waiver of sovereign immunity and consent to suit set forth herein shall be enforceable only for such period as this Agreement remains in effect, and only as to claims arising during the effective period of this Agreement, except that the limited waiver of sovereign immunity and consent to suit set forth herein shall remain effective for any proceeding then pending and all appeals arising therefrom until the underlying legal issues have been fully resolved.

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the transportation services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all transportation services provided by third parties under subcontracts, whether approved by COUNTY or not.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 4(E) – Compensation upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, flood, earthquake, unusually severe weather, power failures, nuclear accidents, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the first date written above.

YUROK TRIBE:

By: Joseph L. James
Joseph L. James, Chairman
Yurok Tribal Council

Date: 10/10/22

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: 11/29/22

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Implementation Requirements
- Exhibit B – Sample Invoice Form
- Exhibit C – Resolution of Limited Waiver of Sovereign Immunity

EXHIBIT A
IMPLEMENTATION REQUIREMENTS
Yurok Tribe
For Fiscal Years 2022-2023 Through 2023-2024

1. ROUTES:

CONTRACTOR shall provide the transportation services set forth herein through the operation of five (5) daily routes between the communities of Orleans, Weitchpec, Hoopa to Willow Creek. Two (2) of the above-referenced routes shall connect with Humboldt Transit Authority's coastal bus route each day.

2. TRANSPORTATION SCHEDULE:

CONTRACTOR shall provide the transportation services set forth herein Monday through Saturday according to the following transportation schedule:

Monday through Friday Morning Route

- Departing Weitchpec for Orleans at 7:45 am
- Departing Orleans for Willow Creek at 8:05 am
- Departing Weitchpec for Hoopa at 8:30 am.
- Departing Hoopa (stopping at Hoopa Shopping Center and the Trinity River Elder Village) for Willow Creek at 8:55 am to arrive in Willow Creek at 9:15 am
- Departing Willow Creek for Hoopa at 9:30am
- Departing Hoopa (stopping at Hoopa Shopping Center and the Trinity River Elder Village) for Weitchpec at 9:55 am.
- Business hours are 8:30 a.m. to 5:00 p.m.

Monday through Friday Evening Route

- Departing Weitchpec for Orleans at 3:30 pm
- Departing Orleans for Willow Creek at 3:50 pm
- Departing Weitchpec for Hoopa at 4:15 pm
- Departing Hoopa (stopping at Hoopa Shopping Center and the Trinity River Elder Village) for Willow Creek at 4:40 pm to arrive in Willow Creek at 5:00 pm
- Departing Willow Creek for Hoopa at 5:15 pm
- Departing Hoopa (stopping at Hoopa Shopping Center and the Trinity River Elder Village) for Weitchpec at 5:40 pm
- Business hours are 8:30 a.m. to 5:00 p.m.

3. FARE SCHEDULE:

CONTRACTOR shall collect fares According to the following fare schedule:

- | | |
|--|--------|
| • Cash fare one way to Arcata | \$4.00 |
| • Cash fare one way (reduced) Elder and Disabled to Arcata | \$2.75 |
| • Cash fare one way (reduced) Elder and Disabled Hoopa to Willow Creek | \$1.50 |
| • Cash fare one way (reduced) Elder and Disabled Hoopa to Weitchpec | \$1.50 |

- Cash fare Hoopa Valley to Willow Creek \$1.50
- Cash fare Hoopa to Arcata \$4.00
- Cash fare Hoopa to Weitchpec \$1.50
- Weitchpec to Orleans \$1.50
- Children fare under 5 years \$0.00 per child
- Seniors, Disabled, Children 5-12 above Reduced rates listed

Invoice

Yurok Tribe
190 Klamath Blvd
Klamath, California, 95548

Date

Bill To:
Humboldt County Department of Public Works
1106 Second Street
Eureka, California, 95501

DESCRIPTION	AMOUNT
Transportation Development Act Assessment	
Total	\$ -

THANK YOU FOR YOUR BUSINESS!



YUROK TRIBE

190 Klamath Boulevard • Post Office Box 1027 • Klamath, CA 95548



RESOLUTION

of the

YUROK TRIBAL COUNCIL

- RESOLUTION NO:** 22-73
- DATE APPROVED:** August 10, 2022
- SUBJECT:** Approval of Transportation Agreement with Humboldt County through 2024 and Limited Waiver of Sovereign Immunity in Favor of Humboldt County
- WHEREAS:** The Yurok Tribe is a federally recognized Tribe,
- WHEREAS:** The Yurok Tribal Council is the governing body of the Yurok Tribe under the authority of the Yurok Constitution of 1993,
- WHEREAS:** The Yurok Tribe is eligible for all rights and privileges afforded to federally recognized Tribes, and
- WHEREAS:** The Yurok Tribe strives to provide affordable, reliable, and regular transportation for members of the community, and
- WHEREAS:** Humboldt County through its Department of Public Works – Roads Division, desires to contract with the Yurok Tribe’s Transportation Department to provide transportation services for residents in the eastern portion of Humboldt County, and
- WHEREAS:** Humboldt County requires a limited waiver of sovereign immunity as specified in section 31 of the attached Agreement, and
- WHEREAS:** The Yurok Tribal Council, in order to effectuate a limited waiver of sovereign immunity, must approve it in the manner required by the Yurok Constitution for major actions and must unequivocally and expressly authorize the limited waiver in accordance with the Yurok Tribe Supreme Ordinance; and
- WHEREAS:** The Yurok Tribe Supreme Ordinance only permits limited waivers and does not authorize indirect, punitive, exemplary, or consequential damages or attorney fees against the Tribe, its employees or officers.

NOW THEREFORE BE IT RESOLVED: That the Yurok Tribe hereby grants Humboldt County a limited waiver of sovereign immunity, as specified in section 31 of

the attached Agreement, solely for disputes arising between the parties, while this Agreement remains in effect, and

BE IT FURTHER RESOLVED: That the Chairperson is hereby authorized to sign this resolution and to negotiate all matters pertaining hereto and that the Council Secretary is authorized to attest.

C*E*R*T*I*F*I*C*A*T*I*O*N

This is to certify that this Resolution Number 22-73 was approved at a duly called meeting of the Yurok Tribal Council on August 10, 2022, at which a quorum was present and that this Resolution Number 22-73 was adopted by a vote of 5 for and 0 opposed and 0 abstentions in accordance with Article IV, Section 5(j) of the Constitution of the Yurok Tribe. This Resolution Number 22-73 has not been rescinded or amended in any way.

DATED THIS 10th **DAY OF** August, 2022



Joseph L. James, Chairman

Yurok Tribal Council

ATTEST:



Sherri K. Provolt, Secretary

Yurok Tribal Council