

## COUNTY OF HUMBOLDT


AGENDA ITEM NO.

C-22

For the meeting of: May 23, 2017

Date: May 2, 2017

To: Board of Supervisors

From:  Thomas K. Mattson, Public Works Director

Subject: Transit Agreements with Adult Day Health Center – Mad River, Humboldt Senior Resource Center and Klamath-Trinity Non-Emergency Transportation effective July 1, 2017

RECOMMENDATION(S): That the Board of Supervisors:

1. Approve the Agreement with the Adult Day Health Care (ADHC) of Mad River for the provision of transportation services to adult day health centers in the Arcata, McKinleyville, Eureka, Fieldbrook and Bayside areas effective July 1, 2017;
2. Approve the Agreement with the Humboldt Senior Resource Center (HSRC) for the provision of transportation services to adult day health centers in the Eureka and Eel River Valley areas effective July 1, 2017; and
3. Approve the Agreement with the Klamath-Trinity Non-Emergency Transportation (KT-Net) for the provision of transportation services for the Willow Creek and Hoopa Valley areas effective July 1, 2017.
4. Direct the Clerk of the Board to return two (2) fully executed copies of the attached agreements to the Department of Public Works for distribution.

SOURCE OF FUNDING: Fund 1150 Transportation Services

DISCUSSION: Existing agreements with ADHC, HSRC and KT-Net are expiring on June 30, 2017. The three transit systems' agreements are for three-year terms and will comply with the Transportation Development Act provisions.

Prepared by: Thomas K. Mattson/jg

CAO Approval



REVIEW:

Auditor: 

County Counsel: 

Personnel: \_\_\_\_\_

Risk Manager: \_\_\_\_\_

Other: \_\_\_\_\_

TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-31

Meeting of: 6/26/12

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor  Seconded by Supervisor 

Ayes

Nays

Abstain

Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: May 23, 2017

By:

Kathy Hayes, Clerk of the Board



These agreements which take effect on July 1, 2017, come to the Board for approval.

FINANCIAL IMPACT: Below is a comparison of the cost of the agreements in FY 2016-17 and FY 2017-18.

Transit System	FY 2016/17	FY 2017/18	Increase	Remarks
ADHC	\$ 39,365	\$ 39,955	\$ 590	1.5%
HSRC	\$ 45,604	\$ 46,288	\$ 684	1.5%
KT-Net	\$ 103,593	\$ 105,147	\$1,554	1.5%

The requested action conforms to the Board of Supervisors' priorities of providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT: Humboldt County Association of Governments

ALTERNATIVES TO STAFF RECOMMENDATIONS: None recommended. Transportation Development Act/Local Transportation Funds received by the county must be used to provide transit services with any remaining funds available for trails and roads. The requested action continues services identified through the unmet transit needs hearing process.

ATTACHMENTS:

Attachment #1	Agreement with the Adult Day Health Care (ADHC) of Mad River
Attachment #2	Agreement with the Humboldt Senior Resource Center (HSRC)
Attachment #3	Agreement with the Klamath-Trinity Non-Emergency Transportation (KT-Net)

**AGREEMENT FOR TRANSPORTATION SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
ADULT DAY HEALTH CARE OF MAD RIVER  
FOR FISCAL YEARS 2017-2018 THROUGH 2019-2020**

This Agreement, entered into this 23 day of May, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Adult Day Health Care of Mad River, a California non-profit corporation, 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 the services of a qualified professional organization to transport eligible individuals to Adult Day Health Care programs located within Humboldt County; and

WHEREAS, the performance of 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 specially trained, skilled, experienced and qualified to perform the transportation services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR shall transport eligible persons over fifty-five (55) years of age, and other individuals who otherwise qualify for such transportation services, to and from Adult Day Health Care programs located in Humboldt County on an as-needed basis throughout the term of this Agreement. In providing such transportation services, CONTRACTOR agrees to cooperate with the Humboldt County Public Works Director or designee thereof, hereinafter referred to as "Director."

2. RIGHTS AND OBLIGATIONS OF CONTRACTOR:

A. Vehicle Maintenance Requirements. CONTRACTOR shall service and maintain all vehicles used to provide the transportation services set forth in this Agreement. CONTRACTOR's maintenance responsibilities shall include, without 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 set forth in this Agreement, including, but not limited to, periodic lubrication, exterior and interior cleaning and the replacement of fuel, tires and oil as-needed.
2. Following a regular maintenance schedule which complies with manufacturer's recommendations for all vehicles used to provide the transportation services set forth in this Agreement.
3. Ensuring that all vehicles used to provide the transportation services set forth in this Agreement are in proper working condition prior to the utilization thereof.

4. Ensuring that all vehicles used to provide the transportation services set forth in this Agreement comply with any and all applicable local, state and federal safety laws, regulations and standards.

B. 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 set forth herein. CONTRACTOR's staffing responsibilities shall include, without limitation:

1. Hiring, supervising, compensating and discharging all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement.
2. Ensuring that 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, but not limited to, 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 all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement successfully complete a defensive driving course prior to the provision of such transportation services.
4. Ensuring that 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, but not limited to, conducting periodic record reviews and reassigning or dismissing any personnel found to have an unsatisfactory driving record.

C. 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, but not limited to, employee time sheets, receipts for supplies, subcontract expenditures, overhead costs and indirect expenditures and other such documentation required to substantiate the overall cost 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.

3. TERM:

The term of this Agreement shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the transportation services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.



- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. 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 for Insolvency. COUNTY may terminate this Agreement immediately upon receiving 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 of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated transportation services rendered pursuant to the terms and conditions of this Agreement 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 transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Twenty-One Thousand Six Hundred Seventy-One Dollars (\$121,671). In no event shall the maximum amount paid under this Agreement exceed Thirty-Nine Thousand Nine Hundred Fifty-Five Dollars (\$39,955) for fiscal year 2017-2018, Forty Thousand Five Hundred Fifty-Four Dollars (\$40,554) for fiscal year 2018-2019 and Forty-One Thousand One Hundred Sixty-Two Dollars (\$41,162) for fiscal year 2019-2020. CONTRACTOR agrees to perform 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 for transportation services provided 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 written authorization by COUNTY. 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:

Compensation shall be paid to CONTRACTOR by COUNTY on an annual basis, pursuant to the funding procedures set forth in the Transportation Development Act. COUNTY's obligation to provide compensation to CONTRACTOR is contingent upon submission of annual invoices which itemize all transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller.

Payment for transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

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

7. NOTICES:

Any 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: Adult Day Health Care of Mad River  
Attention: April Joyce, Administrator  
3800 Janes Road  
Arcata, California 95521

8. REPORTS:

- A. General Reporting Requirements. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Unless otherwise specified herein, reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.
- B. Service Reports. CONTRACTOR shall submit to COUNTY, no later than March 31<sup>st</sup> and September 15<sup>th</sup> of each fiscal year in which this Agreement is in effect, biannual service reports which summarize all transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement.
- C. Funding Reports. CONTRACTOR shall submit to COUNTY, no later than February 1<sup>st</sup> of each fiscal year in which this Agreement is in effect, annual funding reports which summarize all of CONTRACTOR's efforts to seek and apply for outside additional funding for operational and/or capital assistance for the previous fiscal year.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, reports, documents and other evidence relating to the transportation services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the

records shall be retained until completion and resolution of 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 hereunder, 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 under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any 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 duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering 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 agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, reports, and procedures, at any time, as well as the overall operation of CONTRACTOR's programs, 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 or procedures are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of the results of the transportation services provided by CONTRACTOR pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be

amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further 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 and/or federal laws and regulations, 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below 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 comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will



provide a drug-free workplace 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 pursuant to the terms and conditions of this Agreement 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 above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall, to the fullest extent permitted by law, hold harmless, defend 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 attorneys' fees and other costs of litigation ("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.
- 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, and/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 does not relieve

CONTRACTOR from liability under this provision. This provision shall apply to all Claims related to the transportation services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if 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 by CONTRACTOR hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurances, or other sufficient 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 provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement and any extended term 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 hereunder of CONTRACTOR, 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 incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall 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. Said coverage shall be at least as broad as Insurance Services Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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, 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. 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 the transportation services performed by, or on behalf of, CONTRACTOR pursuant to the terms and conditions of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY and 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 provisions 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 insured shall not operate to impair the rights of one 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 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 provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and 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 or County Counsel. 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 other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to 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 provisions described herein.

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

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

CONTRACTOR: Adult Day Health Care of Mad River  
Attention: April Joyce, Administrator  
3800 Janes Road  
Arcata, California 95521

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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. CONFLICT OF INTEREST:

CONTRACTOR hereby covenants that it presently has no interest, and shall not acquire any interest, either direct or indirect, which would conflict in any manner with the performance of the transportation services required under this Agreement. CONTRACTOR further covenants that in the performance of the transportation services set forth in this Agreement, no person having any such interest shall be employed thereby. CONTRACTOR shall have an affirmative duty to disclose to COUNTY, in writing, the names of any persons employed thereby who have an actual, potential or apparent conflict of interest.

19. THIRD PARTY BENEFICIARIES:

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.

20. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the transportation services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

////

21. PROVISIONS REQUIRED BY LAW:

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

22. REFERENCE TO LAWS AND RULES:

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

23. 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.

24. 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.

25. 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.

26. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement 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 or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

27. 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 and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the transportation



services provided hereunder to COUNTY without exception or reservation.

28. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

29. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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.

30. 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.

31. 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.

32. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the transportation services to be provided hereunder. 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 work performed by third parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein,

“prevailing party” means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL:

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.

36. 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.

37. 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 party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

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

39. FORCE MAJEURE:

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

40. 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.

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.

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**ADULT DAY HEALTH CARE OF MAD RIVER:**

By: Carolyn Oilar

Date: 4-24-17

Name: CAROLYN OILAR

Title: CHAIRPERSON

By: Barbara Georgianna

Date: 4-24-17

Name: Barbara Georgianna

Title: Treasurer

**COUNTY OF HUMBOLDT:**

By: Virginia Bass

Date: 5/23/17

Virginia Bass

Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Kaylen

Date: 5/12/17



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com

**Philadelphia Indemnity Insurance Company  
COMMON POLICY DECLARATIONS**

**Policy Number:** PHPK1578012

**Named Insured and Mailing Address:**

Adult Day Health Care of Mad River  
3800 Janes Rd  
Arcata, CA 95521-4742

**Producer:** 18889

Stan Smith Insurance Services  
5686 Christine Drive  
Eureka, CA 95503

**Policy Period From:** 01/23/2017 **To:** 01/23/2018

(707)269-4368

at 12:01 A.M. Standard Time at your mailing  
address shown above.

**Business Description:** Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS  
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	<b>PREMIUM</b>
Commercial Property Coverage Part	334.00
Commercial General Liability Coverage Part	5,994.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	4,418.04
Businessowners	
Workers Compensation	
Professional Liability	3,257.00
<b>Total</b>	<b>\$ 14,003.04</b>
Total Includes Fees and Surcharges (See Schedule Attached)	<b>7.04</b>
Total Includes Federal Terrorism Risk Insurance Act Coverage	<b>23.00</b>

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE**  
**Refer To Forms Schedule**

\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

*Ed Sany*  
Secretary

*Romney*  
President and CEO

PI-CXL-002 (04/13)

POLICY NUMBER: PHUB563731

**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
PHLY.com**COMMERCIAL UMBRELLA LIABILITY INSURANCE  
POLICY DECLARATIONS**

Philadelphia Indemnity Insurance Company	18889 Stan Smith Insurance Services 5686 Christine Drive Eureka, CA 95503  (707) 269-4368
NAMED INSURED: Adult Day Health Care of Mad River	
MAILING ADDRESS: 3800 Janes Rd Arcata, CA 95521-4742	
POLICY PERIOD: FROM 01/23/2017 TO 01/23/2018 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ 2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$ 2,000,000 Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ 2,000,000

RETAINED LIMIT	
RETAINED LIMIT:	\$ 10,000





PI-CXL-002 (04/13)

POLICY NUMBER: PHOB563731

SCHEDULE OF UNDERLYING INSURANCE			
<b>Employers' Liability</b>			
Company: _____			
Policy Number: _____			
Policy Period: _____			
Minimum Applicable Limits			
Bodily Injury by accident	\$ _____	Each Accident	
Bodily Injury by disease	\$ _____	Each Employee	
Bodily Injury by disease	\$ _____	Policy Limit	
<b>Commercial General Liability</b>			
		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK1578012</u>			
Policy Period: <u>01/23/2017</u> <u>01/23/2018</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits:			
General Aggregate	\$	<u>2,000,000</u>	
Products-Completed Operations Aggregate	\$	<u>2,000,000</u>	
Personal And Advertising Injury	\$	<u>1,000,000</u>	
Each Occurrence	\$	<u>1,000,000</u>	
<b>Commercial Auto Liability</b>			
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK1578012</u>			
Policy Period: <u>01/23/2017</u> <u>01/23/2018</u>			
Minimum Applicable Limits:			
Garage Aggregate Limit For Other Than Autos (if applicable)	\$	<u>Not Applicable</u>	
Each Accident	\$	<u>1,000,000</u>	
<b>Professional Liability</b>			
		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK1578012</u>			
Policy Period: <u>01/23/2017</u> <u>01/23/2018</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits			
Each Professional Incident	\$	<u>1,000,000</u>	
Aggregate	\$	<u>2,000,000</u>	

**Westchester**

ACE Fire Underwriters Insurance Company

A Chubb Company

**NOT-FOR-PROFIT  
ORGANIZATION  
MANAGEMENT  
INDEMNITY PACKAGE  
DECLARATION****A.M. Best Rated A++****This Policy is issued by the stock insurance company listed above ("Insurer").**

**THE INSURED PERSONS AND ORGANIZATION AND EMPLOYMENT PRACTICES LIABILITY SECTIONS OF THIS POLICY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE EXTENDED PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. PLEASE READ THIS POLICY CAREFULLY.**

**THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL NOT BE REDUCED BY AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES UNLESS OTHERWISE PROVIDED HEREIN. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL BE APPLIED AGAINST THE RETENTION AND DEDUCTIBLE AMOUNTS. TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.**

**Policy Number:** NFPCAG280551102-002**Renewal of:** NFPCAG280551102

**Item A. Parent Organization & Principal Address:**  
Adult Day Health Care of Mad River  
3800 Janes Rd  
Arcata, CA 95521-4742

**Item B. Policy Period:** From **December 22, 2016 to December 22, 2017**  
12:01 a.m. local time at the Principal Address shown in Item A.

**Item C. Coverage Section(s):**  
**INSURED PERSONS AND ORGANIZATION**

**1. Limit of Liability:**

- a. \$1,000,000 aggregate for all **Loss** (other than **Costs, Charges and Expenses**)
- b. \$0 additional aggregate for all **Loss** under Insuring Clause A1, subject to 1c immediately below,
- c. \$1,000,000 maximum aggregate for this Coverage Section

**2. Retentions:**

- \$0 each **Claim** under Insuring Clause 1
- \$5,000 each **Claim** under Insuring Clause 2
- \$5,000 each **Claim** under Insuring Clause 3

**3. Continuity Date:**

12-22-2003

**EMPLOYMENT PRACTICES LIABILITY****1. Limit of Liability:**\$1,000,000 maximum aggregate for all **Loss** (other than **Costs, Charges and Expenses**) for this coverage section**2. Retention:**

- \$7,500 each **Employment Practices Claim**
- \$7,500 each **Third Party Claim** (only if 3rd party is selected)

**3. Continuity Date:**

12-22-2003

**4. Third Party**

Item D. Premium: \$3,086.00  
Total Amount Due: \$3,086.00

Item E. **Discovery Period**

1. One (1) year	75% of the premium set forth in Item D of the Declarations
2. Two (2) years	100% of the premium set forth in Item D of the Declarations
3. Three (3) years	150% of the premium set forth in Item D of the Declarations

As provided in subsection H of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item F. **Run-Off Period**

1. One (1) year	75% of the premium set forth in Item D of the Declarations
2. Two (2) years	85% of the premium set forth in Item D of the Declarations
3. Three (3) years	95% of the premium set forth in Item D of the Declarations
4. Four (4) years	105% of the premium set forth in Item D of the Declarations
5. Five (5) years	115% of the premium set forth in Item D of the Declarations
6. Six (6) years	125% of the premium set forth in Item D of the Declarations

As provided in subsection I of the General Terms and Conditions, only one of the above **Run-Off Period** options may be elected and purchased.

Item G. Notice under this Policy shall be given to:  
Chubb North American Claims  
PO Box 5122  
Scranton, PA 18505-0554  
Toll Free: 844-538-3801  
ApolloOps1FNOL@chubb.com

Item H. **Special Event Fund:** \$25,000  
unless otherwise amended



P.O. BOX 8192, PLEASANTON, CA 94588

DEC 27 2016

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-2017

GROUP:  
POLICY NUMBER: 9040754-2017  
CERTIFICATE ID: 2  
CERTIFICATE EXPIRES: 01-01-2018  
01-01-2017/01-01-2018

COUNTY OF HUMBOLDT  
PUBLIC WORKS ATTN JOISELYN GILBAUGH  
1108 2ND ST  
EUREKA CA 95501-0531

NA

JOB:ADHC OF MAD RIVER

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

ADULT DAY HEALTH CARE OF MAD RIVER (A  
NON-PROFIT CORP.)  
PO BOX 1115  
ARCATA CA 95518

NA



**AGREEMENT FOR TRANSPORTATION SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HUMBOLDT SENIOR RESOURCE CENTER  
FOR FISCAL YEARS 2017-2018 THROUGH 2019-2020**

This Agreement, entered into this 23 day of May, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt Senior Resource Center, a California non-profit corporation, 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 the services of a qualified professional organization to transport eligible individuals to Adult Day Health Care programs located within Humboldt County; and

WHEREAS, the performance of 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 specially trained, skilled, experienced and qualified to perform the transportation services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR shall transport eligible persons over fifty-five (55) years of age, and other individuals who otherwise qualify for such transportation services, to and from Adult Day Health Care programs located in Humboldt County on an as-needed basis throughout the term of this Agreement. In providing such transportation services, CONTRACTOR agrees to cooperate with the Humboldt County Public Works Director or designee thereof, hereinafter referred to as "Director."

2. RIGHTS AND OBLIGATIONS OF CONTRACTOR:

A. Vehicle Maintenance Requirements. CONTRACTOR shall service and maintain all vehicles used to provide the transportation services set forth in this Agreement. CONTRACTOR's maintenance responsibilities shall include, without 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 set forth in this Agreement, including, but not limited to, periodic lubrication, exterior and interior cleaning and the replacement of fuel, tires and oil as-needed.
2. Following a regular maintenance schedule which complies with manufacturer's recommendations for all vehicles used to provide the transportation services set forth in this Agreement.
3. Ensuring that all vehicles used to provide the transportation services set forth in this Agreement are in proper working condition prior to the utilization thereof.

4. Ensuring that all vehicles used to provide the transportation services set forth in this Agreement comply with any and all applicable local, state and federal safety laws, regulations and standards.

B. 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 set forth herein. CONTRACTOR's staffing responsibilities shall include, without limitation:

1. Hiring, supervising, compensating and discharging all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement.
2. Ensuring that 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, but not limited to, 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 all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement successfully complete a defensive driving course prior to the provision of such transportation services.
4. Ensuring that 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, but not limited to, conducting periodic record reviews and reassigning or dismissing any personnel found to have an unsatisfactory driving record.

C. 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, but not limited to, employee time sheets, receipts for supplies, subcontract expenditures, overhead costs and indirect expenditures and other such documentation required to substantiate the overall cost 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.

3. TERM:

The term of this Agreement shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the transportation services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. 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 for Insolvency. COUNTY may terminate this Agreement immediately upon receiving 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 of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated transportation services rendered pursuant to the terms and conditions of this Agreement 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 transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Forty Thousand Nine Hundred Fifty-Seven Dollars (\$140,957). In no event shall the maximum amount paid under this Agreement exceed Forty-Six Thousand Two Hundred Eighty-Eight Dollars (\$46,288) for fiscal year 2017-2018, Forty-Six Thousand Nine Hundred Eighty-Two Dollars (\$46,982) for fiscal year 2018-2019 and Forty-Seven Thousand Six Hundred Eighty-Seven Dollars (\$47,687) for fiscal year 2019-2020. CONTRACTOR agrees to perform 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 for transportation services provided 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 written authorization by COUNTY. 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:

Compensation shall be paid to CONTRACTOR by COUNTY on an annual basis, pursuant to the funding procedures set forth in the Transportation Development Act. COUNTY's obligation to provide compensation to CONTRACTOR is contingent upon submission of annual invoices which itemize all transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller.

Payment for transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

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

7. NOTICES:

Any 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: Humboldt Senior Resource Center  
Attention: Joyce Hayes, Executive Director  
1910 California Street  
Eureka, California 95501

8. REPORTS:

- A. General Reporting Requirements. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Unless otherwise specified herein, reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.
- B. Service Reports. CONTRACTOR shall submit to COUNTY, no later than March 31<sup>st</sup> and September 15<sup>th</sup> of each fiscal year in which this Agreement is in effect, biannual service reports which summarize all transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement.
- C. Funding Reports. CONTRACTOR shall submit to COUNTY, no later than February 1<sup>st</sup> of each fiscal year in which this Agreement is in effect, annual funding reports which summarize all of CONTRACTOR's efforts to seek and apply for outside additional funding for operational and/or capital assistance for the previous fiscal year.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, reports, documents and other evidence relating to the transportation services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the

records shall be retained until completion and resolution of 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 hereunder, 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 under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any 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 duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering 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 agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, reports, and procedures, at any time, as well as the overall operation of CONTRACTOR's programs, 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 or procedures are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of the results of the transportation services provided by CONTRACTOR pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be



amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal 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 gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further 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 and/or federal laws and regulations, 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below 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 comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will



provide a drug-free workplace 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 pursuant to the terms and conditions of this Agreement 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 above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall, to the fullest extent permitted by law, hold harmless, defend 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 attorneys' fees and other costs of litigation ("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.
- 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, and/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 does not relieve

CONTRACTOR from liability under this provision. This provision shall apply to all Claims related to the transportation services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if 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 by CONTRACTOR hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurances, or other sufficient 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 provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement and any extended term 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 hereunder of CONTRACTOR, 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 incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall 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. Said coverage shall be at least as broad as Insurance Services Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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, 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. 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 the transportation services performed by, or on behalf of, CONTRACTOR pursuant to the terms and conditions of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY and 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 provisions 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 insured shall not operate to impair the rights of one 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 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 provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY or its agents, officers, officials, employees and 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 or County Counsel. 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 other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to 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 provisions described herein.

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

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

CONTRACTOR: Humboldt Senior Resource Center  
Attention: Joyce Hayes, Executive Director  
1910 California Street  
Eureka, California 95501

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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. CONFLICT OF INTEREST:

CONTRACTOR hereby covenants that it presently has no interest, and shall not acquire any interest, either direct or indirect, which would conflict in any manner with the performance of the transportation services required under this Agreement. CONTRACTOR further covenants that in the performance of the transportation services set forth in this Agreement, no person having any such interest shall be employed thereby. CONTRACTOR shall have an affirmative duty to disclose to COUNTY, in writing, the names of any persons employed thereby who have an actual, potential or apparent conflict of interest.

19. THIRD PARTY BENEFICIARIES:

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.

20. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the transportation services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

////

21. PROVISIONS REQUIRED BY LAW:

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

22. REFERENCE TO LAWS AND RULES:

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

23. 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.

24. 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.

25. 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.

26. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement 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 or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

27. 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 and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the transportation

services provided hereunder to COUNTY without exception or reservation.

28. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

29. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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.

30. 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.

31. 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.

32. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the transportation services to be provided hereunder. 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 work performed by third parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein,



“prevailing party” means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL:

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.

36. 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.

37. 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 party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

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

39. FORCE MAJEURE:

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

40. 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.

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

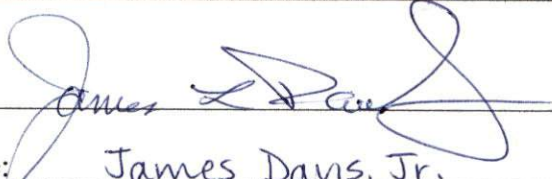
obligations hereunder have been duly authorized.

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


**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**HUMBOLDT SENIOR RESOURCE CENTER:**


By:   
Name: James Davis, Jr.  
Title: President

Date: Apr. 11, 2017

By:   
Name: Jack Irvine  
Title: Treasurer

Date: Apr. 11, 2017

**COUNTY OF HUMBOLDT:**

By:   
Virginia Bass  
Chair, Humboldt County Board of Supervisors

Date: 5/23/17

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: 

Date: 5/12/17



# CERTIFICATE OF LIABILITY INSURANCE

HUMBO-4

OP ID: TK

DATE (MM/DD/YYYY)

08/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> California Meridian Insurance 509 J St., Ste 3 Eureka, CA 95501 Stan Smith		<b>CONTACT NAME:</b> Theatta Smith <b>PHONE (A/C, No, Ext):</b> 707-269-4332 <b>FAX (A/C, No):</b> 707-269-4360 <b>E-MAIL ADDRESS:</b> theatta@ssins.biz	
<b>INSURED</b> Humboldt Senior Resource Center 1910 California Street Eureka, CA 95501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Non Profits Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10023	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof \$3/1 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	201607490NPO	06/05/2016	06/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	201607490NPO	06/05/2016	06/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	201607490NPO	06/05/2016	06/05/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an additional insured as respects written contract for Agreement for Transportation Services for the Elderly and Functionally Disabled. As the attached endorsement CG 20 26 04 13

**CERTIFICATE HOLDER****CANCELLATION**

<b>COUNHUM</b>  County of Humboldt 929 Koster St Eureka, CA 95501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Matsen Insurance Brokers, Inc. 3101 Concorde Drive, Suite B McKinleyville CA 95519		<b>CONTACT NAME:</b> Jacqueline Byrne <b>PHONE (A/C, No, Ext):</b> (707) 444-9292 <b>E-MAIL ADDRESS:</b> jackie@matsen.com <b>FAX (A/C, No):</b> (707) 444-9529	
<b>INSURED</b> Humboldt Senior Resource Center, Inc. 1910 California Street Eureka CA 95501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Compensation Insurance Fund <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1741107416

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9051429-2017	4/1/2017	4/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation attached. 30 days notice of cancellation.

**CERTIFICATE HOLDER****CANCELLATION**

County of Humboldt  
1106 Second Street  
Eureka, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Glenn Matsen/EXM

© 1988-2014 ACORD CORPORATION. All rights reserved.



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

REP 14  
9051429-17  
RENEWAL  
NA  
0-64-40-50  
PAGE 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE APRIL 12, 2017 AT 12.01 A.M.  
AND EXPIRING APRIL 1, 2018 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

HUMBOLDT SENIOR RESOURCE CENTER

1910 CALIFORNIA ST  
EUREKA, CA 95501

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF HUMBOLDT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

HUMBOLDT SENIOR RESOURCE CENTER

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

APRIL 13, 2017

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



**AGREEMENT FOR TRANSPORTATION SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
KLAMATH-TRINITY NON-EMERGENCY TRANSPORTATION  
FOR FISCAL YEARS 2017-2018 THROUGH 2019-2020**

This Agreement, entered into this 23 day of May, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Klamath-Trinity Non-Emergency Transportation, a non-profit corporation, 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, Willow Creek and the Hoopa Valley areas; and

WHEREAS, CONTRACTOR represents that it has the skill, training, experience and capacity to administer and manage the provision of such transportation services; and

WHEREAS, the provision of the transportation services set forth herein shall be controlled by policies and procedures that have been established and/or approved by COUNTY; and

WHEREAS, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and CONTRACTOR.

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

1. DESCRIPTION OF SERVICES:

CONTRACTOR shall provide transportation services six (6) days per week to the communities located within the eastern portion of Humboldt County, including, without limitation, the Willow Creek and the Hoopa Valley 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. In providing such transportation services, CONTRACTOR agrees to cooperate with the Humboldt County Public Works Director or designee thereof, hereinafter referred to as "Director."

2. RIGHTS AND OBLIGATIONS OF CONTRACTOR:

A. 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 set forth in 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 set forth in this Agreement, including, but not limited to, periodic lubrication, exterior and interior cleaning and the replacement of fuel, tires and oil as-needed.

2. Following a regular maintenance schedule which complies with the manufacturer's recommendations for all vehicles used to provide the transportation services set forth in this Agreement.
3. Ensuring that all vehicles used to provide the transportation services set forth in this Agreement are in proper working condition prior to the utilization thereof.
4. Ensuring that all vehicles used to provide the transportation services set forth in this Agreement comply with any and all applicable local, state and federal safety laws, regulations and standards.

B. 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 set forth herein.

1. Hiring, supervising, compensating and discharging all personnel responsible for providing transportation services pursuant to the terms and conditions of this Agreement.
2. Ensuring that 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 licensure standards applicable to the operation of transit vehicles, including, but not limited to, 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 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, but not limited to, conducting periodic record reviews and reassigning or dismissing any personnel found to have an unsatisfactory driving record.
4. Ensuring that 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 disorderly person or to any person who, while riding on vehicles used to provide the transportation services set forth herein, 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 set forth in this Agreement unless COUNTY authorizes, in writing, the operation of such vehicles by a third-party.
7. Paying all 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, but not limited to, workers' compensation insurance.

////



- C. 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, but not limited to, cash and in-kind resources received and disbursed and the balance of any and all remaining funds. Written documentation, including, but not limited to, 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.
- D. Accounting for Fares. CONTRACTOR shall remove locked cash vaults from vehicles used to provide the transportation services set forth herein on a daily basis and count and record the contents of each vault. CONTRACTOR shall deliver, on a biweekly basis, any and all fares collected to a bank designated by COUNTY. CONTRACTOR shall prepare, and submit to COUNTY, quarterly collection reports which set forth the route for each operating day.
- E. 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 to COUNTY, no later than March 31<sup>st</sup> and September 15<sup>th</sup> of each year in which this Agreement is in effect, the following information in biannual reports that also include a statement of revenue and expenses, balance sheets, analysis of changes in retained earnings, a statement of sources and applications for additional funds:
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. Vehicle condition summary which includes all of the following:
    - a. Mileage sorted by month, year-to-date and total.
    - b. Fuel and oil Consumption by miles per unit.
    - c. Oil analysis for all vehicles upon which such an analysis is due.
    - d. Accidents and road calls including a description of each malfunction.
    - e. Preventive maintenance services and inspections performed (actual vs. scheduled).
    - f. Major component rebuilding and other vehicle repairs made.

9. Driver list, employee training and turnover summary.
10. General summary of other operational problems, evaluations and solutions.
11. Other data which is reasonably necessary for COUNTY to evaluate service efficiency and effectiveness of the transportation services provided pursuant to the terms and conditions of this Agreement.

F. Business Office. CONTRACTOR shall maintain a local office and listed telephone under the name "Klamath-Trinity Non-Emergency Transportation." Such office shall remain open from 8:00 a.m. to 12:00 p.m., Monday through Friday, except for holidays. The office maintained pursuant to the terms and conditions of this Agreement, and all facilities associated therewith, shall be located within the Willow Creek and Hoopa Valley business area.

G. Promotion. CONTRACTOR shall assist COUNTY in activities promoting public awareness and use of the transportation services provided pursuant to the terms and conditions of this Agreement.

3. RIGHTS AND OBLIGATIONS 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, 2017 and shall remain in full force until June 30, 2020, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. Either party may terminate this Agreement in whole or in part, in the event that the other party materially defaults in the performance of any obligation or condition under the terms of this Agreement and such default continues un-remedied for a period of thirty (30) days following written notice of default. Any and all notices of default shall be provided to the breaching party, in accordance with the notice provisions 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. Without Cause. This Agreement may be terminated by either party without cause, at any time, upon one hundred eighty (180) days advance written notice. Such notice shall state the effective date of the termination.
- C. 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 for Insolvency. COUNTY may terminate this Agreement immediately upon receiving 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 of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated transportation services rendered pursuant to the terms and conditions of this Agreement 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 transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Twenty Thousand One Hundred Ninety-Six Dollars (\$320,196.00). In no event shall the maximum amount paid under this Agreement exceed One Hundred Five Thousand One Hundred Forty-Seven Dollars (\$105,147.00) for fiscal year 2017-2018, One Hundred Six Thousand Seven Hundred Twenty-Four Dollars (\$106,724.00) for fiscal year 2018-2019 and One Hundred Eight Thousand Three Hundred Twenty-Five Dollars

(\$108,325.00) for fiscal year 2019-2020. CONTRACTOR agrees to perform 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 for transportation services provided 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 written authorization by COUNTY. 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:

Compensation shall be paid to CONTRACTOR by COUNTY on an annual basis, pursuant to the funding procedures set forth in the Transportation Development Act. COUNTY's obligation to provide compensation to CONTRACTOR is contingent upon submission of annual invoices which itemize all transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. Payment for transportation services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works  
Attention: Deputy Public Works Director – General Services  
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: Klamath-Trinity Non-Emergency Transportation  
Attention: Dusty Napier, Executive Director  
P. O. Box 1147  
Willow Creek, California 95573

8. REPORTS:

- A. General Reporting Requirements. CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this

Agreement. Unless otherwise specified herein, reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

- B. Funding Reports. CONTRACTOR shall submit to COUNTY, no later than February 1<sup>st</sup> of each fiscal year in which this Agreement is in effect, annual funding reports which summarize all of CONTRACTOR's efforts to seek and apply for additional outside funding for operational and/or capital assistance for the previous fiscal year.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll reports, records, documents and other evidence relating to the transportation services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of 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 hereunder, 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 from the date of final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any 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 duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering 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 agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, reports, and procedures, at any time, as well as the overall operation of CONTRACTOR's programs, 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 or procedures are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of the results of the transportation services provided by CONTRACTOR pursuant to the terms and conditions of this Agreement.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state and/or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality 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 laws, regulations or standards pertaining to confidentiality.

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, gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further 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 and/or federal laws and regulations, 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. Nuclear Free Humboldt County Ordinance Compliance:

CONTRACTOR certifies by its signatures below 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 comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace 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 pursuant to the terms and conditions of this Agreement 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 above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall, to the fullest extent permitted by law, hold harmless, defend 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 attorneys' fees and other costs of litigation ("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 in this Agreement, except any such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- 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 does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all Claims related to the transportation services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement 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 by CONTRACTOR 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 provided herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire term of this Agreement, and any extended term 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 and 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, but not limited to, 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. Said coverage shall be at least as broad as Insurance Services Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance as required by the Labor Code of the State of California, 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, and be incorporated into CONTRACTOR's professional services agreements with 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 the transportation services performed by, or on behalf of, CONTRACTOR pursuant to the terms and conditions of this Agreement. 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, 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 provisions 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 insured shall not operate to impair the rights of one 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 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 are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, 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 or County Counsel. 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 other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to 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 provisions described herein.

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

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

CONTRACTOR: Klamath-Trinity Non-Emergency Transportation  
Attention: Dusty Napier, Executive Director  
P. O. Box 1147  
Willow Creek, California 95573

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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. CONFLICT OF INTEREST:

CONTRACTOR hereby covenants that it presently has no interest, and shall not acquire any interest, either direct or indirect, which would conflict in any manner with the performance of the transportation services required under this Agreement. CONTRACTOR further covenants that in the performance of the transportation services set forth in this Agreement, no person having any such interest shall be employed thereby. CONTRACTOR shall have an affirmative duty to disclose to COUNTY, in writing, the names of any persons employed thereby who have an actual, potential or apparent conflict of interest.

19. THIRD-PARTY BENEFICIARIES:

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.

20. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the transportation services provided pursuant to the terms and

conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

21. PROVISIONS REQUIRED BY LAW:

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

22. REFERENCE TO LAWS AND RULES:

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

23. 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.

24. 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.

25. 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.

26. WAIVER OF DEFAULT:

The waiver by either Party of any breach or violation of any requirement 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 or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

27. 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 and information for its

records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the transportation services provided hereunder to COUNTY without exception or reservation.

28. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

29. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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.

30. 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.

31. 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.

32. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the transportation services to be provided hereunder. 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 work performed by third parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be

entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL:

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.

36. 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.

37. 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 party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

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

39. 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 fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, 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.

40. 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, representation, 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.

////

41. AUTHORITY TO EXECUTE:

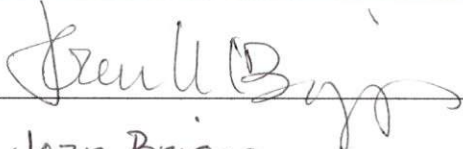
Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations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

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


**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**KLAMATH-TRINITY NON-EMERGENCY TRANSPORTATION:**


By:   
Name: Joan Briggs  
Title: President

Date: 3/20/17

By:   
Name: Roselyn Aucella  
Title: Treasurer

Date: 3/20/17

**COUNTY OF HUMBOLDT:**

By:   
Virginia Bass  
Chair, Humboldt County Board of Supervisors

Date: 5/23/17

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: 

Date: 5/12/17

**LIST OF EXHIBITS:**

Exhibit A – Implementation Requirements

**EXHIBIT A**  
**IMPLEMENTATION REQUIREMENTS**  
Klamath-Trinity Non-Emergency Services  
For Fiscal Years 2017-2018 Through 2019-2020

1. ROUTES:

CONTRACTOR shall provide the transportation services set forth herein through the operation of five (5) daily routes between the communities of Willow Creek and Hoopa Valley. Four (4) of the above-referenced routes shall connect with Humboldt Transit Authority's coastal bus route.

2. TRANSPORTATION SCHEDULE:

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

- Departing Willow Creek for Hoopa at 7:00 a.m. returning at 9:35 a.m. (only if there is someone at the bus stop that needs to return to Hoopa).
- Departing Willow Creek for Hoopa at 12:35 p.m. returning at 4:30 p.m.
- Departing Willow Creek at 6:35 p.m.
- Business hours are 8:00 a.m. to 12:00 p.m.

3. FARE SCHEDULE:

CONTRACTOR shall collect fares According to the following fare schedule:

- |                                    |                            |
|------------------------------------|----------------------------|
| • Cash fare one way                | \$2.00                     |
| • Cash fare one way (reduced)      | \$1.75                     |
| • Cash fare Hoopa Valley           | \$1.00                     |
| • Round Trip Pass                  | \$3.00                     |
| • Round Trip (reduced)             | \$2.75                     |
| • 10-ride Pass                     | \$15.00                    |
| • 10-ride (reduced)                | \$14.00                    |
| • Children fare under 5 years      | \$0.00 per child           |
| • Seniors, Disabled, Children 5-12 | Reduced rates listed above |



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
7/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>PATTERSON CONNERS INSURANCE</b> PO Box 575 Fortuna, CA 95540 0488272	CONTACT NAME: <b>Gregory Connors</b> PHONE (A/C No. Ext): <b>(707) 725-3400</b> FAX (A/C No.): <b>(707) 725-0292</b> E-MAIL ADDRESS: <b>greg@pattersonconners.com</b>
INSURED <b>Klamath - Trinity</b> <b>Non-Emergency Transportation, Inc.</b> P.O. Box 1147 Willow Creek, CA 95573 530-629-1192	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Nonprofits Insurance Alliance of CA</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADULT INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEM/L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		2016-11051-NPO	7/12/16	7/12/17	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Anyone person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA UAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS UAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
See ACORD 101 attached

## CERTIFICATE HOLDER

## CANCELLATION

County of Humboldt  
Public Works  
Attn. Jo-Jo Gilbaugh  
1106 2nd St  
Eureka CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

**Gregory Connors**

Digitally signed by Gregory Connors  
DN: cn=Gregory Connors, ou=Patterson Connors Ins Svcs, ou=CA  
1.4.0.0.272, email=greg@pattersonconners.com, c=US  
Date: 2016.07.13 09:39:28 -0700

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: KT-NETLOC #: 1**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY <b>PATTERSON CONNERS INSURANCE</b>		NAMED INSURED <b>Klamath - Trinity</b>
POLICY NUMBER <b>2016-11051-NPO</b>		<b>Non-Emergency Transportation, Inc.</b>
CARRIER <b>Nonprofits Insurance Alliance of CA</b>	NAIC CODE	<b>P.O. Box 1147</b>
		<b>Willow Creek, CA 95573</b>
		EFFECTIVE DATE: <b>7/12/16</b>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Thirty days notice of cancellation applies except ten (10) days in event of non-payment. The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of the insured. This insurance shall be primary coverage to the County, and any excess or self-insurance programs maintained by the county are excess to this insurance and will not be called upon to contribute with it.

Gregory  
Connors

Digitally signed by Gregory Connors  
DN: cn=Gregory Connors, o=Patterson  
Connors Ins. Co., ou=CA Inc 04582172,  
email=greg@pattconnors.com, c=US  
Date: 2016.07.13 09:37:06 -0700



COMMERCIAL AUTO

## NONPROFITS' UNITED

### Vehicle Insurance Pool

610 Fulton Avenue, Suite 200, Sacramento, CA 95825  
(800) 442-4742

### MEMORANDUM OF COVERAGE DECLARATIONS

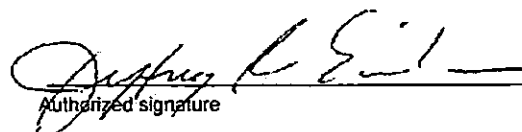
Memorandum No.:	1550		
Member:	KLAMATH-TRINITY NON-EMERGENCY TRANSPORTATION		
Address:	P.O. Box 1147, Willow Creek, CA 95573		
Member since:	7/1/2004		
Coverage Period:	07/01/2016 AT 12:01 A.M. TO 07/01/2017 AT 12:01 A.M. STANDARD TIME AT THE MEMBERS ADDRESS ABOVE		
Schedule of Coverages - This Memorandum provides only those Coverages where there is a symbol from the Description of Covered Vehicles Designation Symbols marked in the Covered Vehicles column.			
COVERAGES	COVERED VEHICLES	LIMIT	DEDUCTIBLE
	Entry of one or more of the symbols shows which vehicles are covered vehicles	The most we will pay for any one Accident or Loss to Covered Vehicle	Amount of money Member pays prior to NPU's pro-ration and coverage plan begins
LIABILITY	1	\$1 Million Combined Single Limit Per Accident	None
AUTO MEDICAL PAYMENTS	2	\$5,000 per Person / \$35,000 per Accident/Aggregate	None
UNINSURED MOTORIST (BODILY INJURY)	2	\$1 Million Combined Single Limit Per Accident	None
UNINSURED MOTORIST (PHYSICAL DAMAGE)	N/A	Actual Cash Value (ACV) up to \$3,500 per Vehicle	None
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7 & 8	Actual Cash Value (ACV) or cost of repair, whichever is less, minus \$500 deductible for each covered auto	\$500
PHYSICAL DAMAGE COLLISION COVERAGE	7 & 8	Actual Cash Value (ACV) or cost of repair, whichever is less, minus \$500 deductible for each covered auto	\$500
RENTAL REIMBURSEMENT	7	\$50.00 per day up to 30 days	None
TOWING AND LABOR	N/A	N/A	N/A

DEFENSE COSTS ARE CONTAINED SOLELY WITHIN THE APPLICABLE LIMITS OF COVERAGE AND ARE NOT IN ADDITION TO THE STATED LIMITS.

ENDORSEMENT ATTACHED TO THE COVERAGE FORM:

These Declarations, when combined with the Memorandum and Endorsements, if any, issued to form a part thereof, complete the coverage provided by the pool.

ON BEHALF OF NONPROFITS' UNITED

  
Authorized signature

July 1, 2016

Date

THIS MEMORANDUM OF COVERAGE IS SIGNED AT SACRAMENTO, CALIFORNIA ON BEHALF OF NONPROFITS' UNITED



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-08-2016

GROUP:  
POLICY NUMBER: 1676148-2016  
CERTIFICATE ID: 8  
CERTIFICATE EXPIRES: 08-08-2017  
08-08-2016/08-08-2017

COUNTY OF HUMBOLDT  
DEPT OF PUBLIC WORKS  
1106 2ND ST  
EUREKA CA 95501-0531

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kurt R. LaFollette".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Steiner".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-08-2006 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

KLAMATH/TRINITY NON-EMERGENCY TRANSPORTT (A  
NON-PROFIT PUBLIC BENEFIT CORP)  
PO BOX 1147  
WILLOW CREEK CA 95573

[P1P,NH]