

## AGREEMENT FOR BUS TRANSPORTATION SERVICES

(Effective July 1, 2016- June 30, 2017)

THIS AGREEMENT, made this \_\_\_\_\_ and between the City of Blue Lake, a municipal corporation of the State of California, hereafter called "City", and the Blue Lake Rancheria Tribe, a federally recognized Indian tribe, hereinafter called "Tribe".

WITNESSETH:

WHEREAS, City wishes to provide by contract for bus transportation services between City and Arcata, California; and,

WHEREAS, Tribe is willing and able to provide such transportation services;

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Term. The term of this Agreement shall commence on **July 1, 2016**, and shall end on **June 30, 2017**, unless earlier terminated as provided herein.
2. Services, Equipment and Management. Tribe will provide, administer, and manage round trip bus transportation from City to Arcata, California, and return, making appropriate stops along the route. The location of the stops in the City of Blue Lake shall be as agreed from time to time by the Tribal Administrator of Tribe and the City Manager in conjunction with the City Council. Tribe will meet all federal, state, and local requirements, including obtaining permits for providing such services.
3. Level of Service. Tribe shall provide at least four (4) and up to eight (8) round trips per day of service between Blue Lake and Arcata. Reduction of service notice will be made in writing to City no less than 30 days prior to change.
4. Days and Hours of Service. Tribe shall provide such transportation services a minimum of 6 hours per day, Monday through Friday, except for those holidays on which the Blue Lake Rancheria Transit System does not operate. Said transportation will be scheduled a minimum of 3 hours in the morning and a minimum of 3 hours in the afternoon. The exact time of arrival and departure at and from Blue Lake and Arcata may be adjusted within such hours as agreed by the Tribal Administrator of Tribe and the City Manager of City.
5. Personnel. Tribe will provide sufficient personnel to render the services provided for herein and shall hire, supervise, discipline, and discharge such personnel. Tribe will compensate such personnel, withhold and pay income and employment taxes as required by law, maintain Worker's Compensation Insurance for and pay any other benefits or compensation due such personnel by virtue of their employment. All vehicle operators shall have a valid vehicle operator's license issued by the State of California of the class required by California law and meet all applicable local, state, and federal requirements for operation of transit vehicles. Tribe will make all reasonable efforts to ensure that vehicle operators are thoroughly qualified in the operation of the vehicles, present a neat appearance, and conduct themselves in a courteous and efficient manner. Tribe's drivers shall have exclusive control of all vehicles while performing service under this agreement.

The drivers may, in their discretion, refuse transportation to any disorderly person or to any person who fails to abide by the rules and regulations of Tribe or City while riding on said vehicle or violates any local, state, or federal law.

6. Fares. Tribe will charge no more than \$ 1.65 as the regular fare, \$1.50 as the student fare, and \$ 1.25 as the fare for senior citizens (over 60 years old) and disabled persons, for one way travel between Blue Lake and Arcata and vice versa. Tribe will retain all fares received. Tribe reserves the right to increase fares upon thirty (30) days written notice to City. Student and disabled passengers are required to prove status to the Blue Lake Rancheria Tribal Office before submission of fare. This is a one-time certification. Certification of disabilities will be performed in accordance with applicable state and federal laws.

7. Equal Services. The services provided hereunder will be of equal quality to those provided by Tribe to Tribe's other customers.

8. Payment to Tribe. The total and only compensation shall be \$125.00 per day of service; however, the City's total obligation shall not exceed the amount of HCAOG- TDA Funding for purchased transportation which shall be \$32,375 covering the period of July 1, 2016 through June 30, 2017.

9. Vehicles. Tribe will provide at Tribe's expense a vehicle to render the services provided for herein. All transit vehicles shall be equipped to conform to all applicable laws, rules and regulations, and the cost of any alteration or modifications that may be necessitated by a change in any law, rule, or regulation shall be assumed by Tribe.

10. Maintenance of Vehicles. Tribe will service and maintain all vehicles used to provide services under this Agreement in accordance with the maintenance specifications of the vehicles' manufacturers and to the satisfaction of City and the California Highway Patrol. Tribe will at all times keep such vehicles neat and clean, lubricate them periodically, and provide gas, oil, tires, and other parts as needed. All other repairs shall be made by Tribe.

11. Records, Accounts, Data. Tribe will keep records of its operations as required herein, including, but not limited to, records and expenditures, evidence of indebtedness and credit, and transactions relating to its administration and management of the transit system. The Tribe shall submit the following information so that the City is able to complete the Annual Transportation Report required by the State Controller's Office:

- (1) Number of passengers
- (2) Vehicle revenue hours
- (3) Vehicle revenue miles
- (4) Number of validated complaints

The Tribe shall provide additional records related to transit operations as part of the City's application and receipt of TDA funds. The Tribe will allow the City and/or the Humboldt County Association of Governments (HCAOG) and/or the State of California to inspect such records, upon request for at least three (3) years after the term of this agreement.

The Tribe agrees to undergo a Review Engagement by a professional accountant (funded and coordinated by HCAOG) who will review the financial statements of the transit operations.

12. Relationship of Parties. Each party hereto is an independent contractor. The relationship

of employer and employee exists only between Tribe and its personnel.

13. Non-Discrimination. In providing services under this Agreement, Tribe shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to such factors. Such affirmative action shall include, but not be limited to, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Tribe shall post in conspicuous places, available to employees and applicants for employment notices to be provided by the State of California setting forth the provisions of this Fair Employment and Housing section. Tribe will permit access to its records of employment, employment advertisements, and application forms and other pertinent data and records by the California Fair Employment and Housing Commission or any other agency of the State of California for the purposes of investigation to ascertain compliance with this paragraph. The provisions of this paragraph shall not prevent the Tribe from giving preference to Indians in employment, promotion and training as allowable by federal and tribal law.

14. State and Federal Requirements. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with federal or state funds. Tribe shall ensure that work performed under this agreement is done in conformance with rules and regulations embodying such requirements where they are applicable.

15. Inability to Perform. The parties will be excused from performing their respective obligations hereunder if they are prevented from doing so by reason of fire, flood, earthquake, storm, other acts of God, explosion, strike, war, insurrection, riot, acts of any government, and/or any other cause similar to the foregoing which is beyond the control of and not the fault of the party claiming excuse from performance. However, the party claiming excuse from performance shall, within five (5) days after such party has notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse from performance under this paragraph.

16. Termination without Cause. Either party hereto may terminate this agreement without cause on ten (10) day's written notice to the other party, stating the effective date of termination.

17. Insurance. Throughout the term of this agreement, Tribe shall maintain in full force and effect the following policies of insurance:

a. Vehicle insurance covering all bodily injury, including death, and all property damage arising out of Tribe's use of motor vehicles in the performance of this agreement, in the minimum amount of \$5,000,000 combined single limit. Coverage shall include "Any Auto" or all Owned, Non-Owned or Hired Autos.

b. Commercial general liability insurance in the minimum amount of \$5,000,000 combined single limit, covering all bodily injury, including death, and all property damage arising out of Tribe's performance of this agreement

Such policies of insurance shall name City and their governing boards, officers, agents and employees, as additional insured's and shall constitute primary insurance as to said additional insured's so that any other policies held by them shall not contribute to any loss under said insurance.

Such insurance shall be provided by policies issued by an insurer acceptable to City. Concurrently with the execution of this agreement, Tribe shall furnish City with a certificate or certificates evidencing issuance of all insurance policies required herein or copies of the policies themselves. Each such policy shall bear the following endorsements:

- a. A standard cross-liability endorsement.

Tribe shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Tribe shall forthwith obtain and submit proof of substitute for any canceled policy, the City may procure such insurance at Tribe's sole cost and expense.

The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.

18. Hold Harmless. Tribe shall indemnify and hold City and their governing boards, officers, agents and employees harmless from any liability for damages or claims for damages resulting or alleged to have resulted from personal injury, including death, as well as from liability for claims for property damages, including loss of the use thereof, which may arise or are claimed to arise or be occasioned in any way, in whole or in part, from Tribe's performance of the duties and obligations of this agreement, including Tribe's operation, administration, and management of transportation services hereunder. Tribe shall further, at Tribe's expense, defend City and the State of California and their governing boards, officers, agents and employees from any claims, actions or suits for any damages or loss whatsoever, caused or alleged to have been caused by reason of Tribe's performance of its duties under this agreement, and shall pay or satisfy any judgment rendered against any such entity as a result of such claims, actions, or suits.

19. Waiver of Tribal Sovereign Immunity. The Tribe does not waive its sovereign immunity or consent to suit in any court, except as expressly stated in this section and subject to the limitations and conditions stated in this section.

A. The Tribe waives its sovereign immunity and consents to suit as to claims by the City that the Tribe has violated any provision of this Agreement or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of the Agreement.

B. This waiver and consent is subject to the following conditions and limitations.

1. **COVERED COURTS**. The consent to suit only applies to the California State Courts in Humboldt County, and any appellate courts. The Tribe does not consent to suit in any other court.

2. **REMEDIES.** This waiver and consent only applies to actions for declaratory and injunctive relief, including specific performance, and for damages under paragraph 18 of this Agreement.

C. The Tribal Business Council of Tribe shall ratify by resolution duly passed and adopted the waiver of Tribal sovereign immunity contained in this Paragraph 19, and such ratification shall be a condition precedent to all obligations of City under this Agreement.

20. No Assignment. Tribe shall not assign, transfer, or otherwise substitute its interest in this agreement or its obligations hereunder without the written consent of City.

21. Representatives and Notices. The parties appoint the following persons to represent their respective interests herein. Written notices provided for herein will be deemed given on posting in the United States mail, postage prepaid, addressed to such representatives as follows:

BLRTS: Tribal Administrator	CITY: City Manager
Blue Lake Rancheria	City of Blue Lake
P.O. Box 428	P.O. Box 458
Blue Lake, CA 95525	Blue Lake, CA 95525

22. No Third Party Beneficiaries. This is not a third party beneficiary contract and does not create any rights in any persons not parties hereto.

23. Provisions Required by Law. Each and every provision of law and clause required to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein; and if for any reason any such provision is not inserted, or is not correctly stated, then on application of either party, the agreement shall be physically amended to make such insertion or correction.

24. Paragraph Headings. Underlined paragraph headings in this agreement are used only for convenience and shall not be construed to be part or to affect the meaning of the paragraph headed thereby

25. Funding Information. Tribe shall post in a prominent place on Tribe's transit vehicle or vehicle Sign or signs informing the general public that the bus service is funded in part by City.

CITY OF BLUE LAKE

BLUE LAKE RANCHERIA

BY \_\_\_\_\_  
Mayor

BY \_\_\_\_\_  
Tribal Administrator

ATTEST:

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Tribal Secretary

