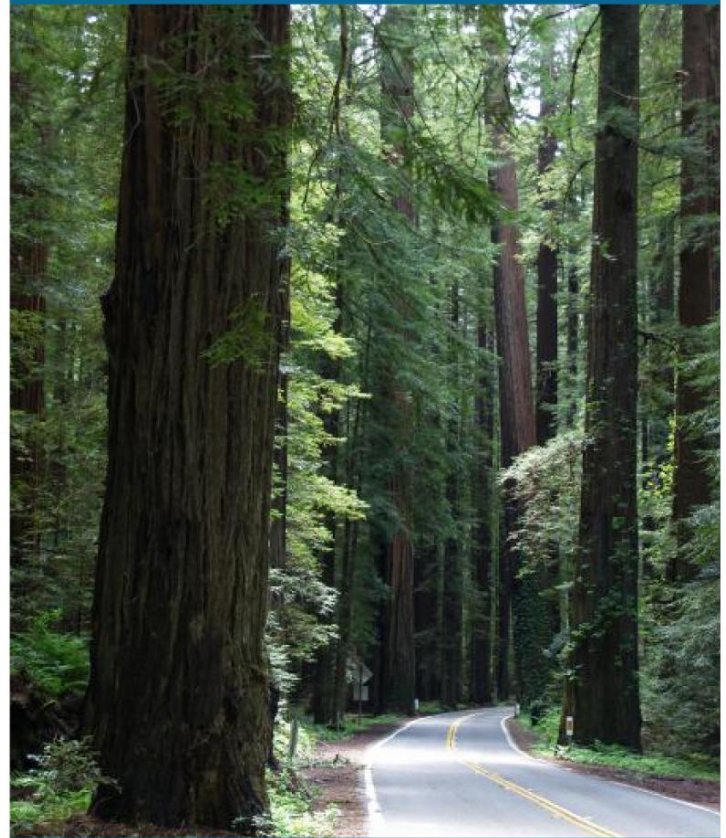




HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

DIAL-A-RIDE / DIAL-A-LIFT CONSOLIDATION STUDY



JUNE 2010



Draft Humboldt County
Dial-A-Ride/Lift Consolidation Study
June 2010

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EXECUTIVE SUMMARY

Humboldt County Association of Governments (HCAOG) retained PMC, in association with Diversified Transportation Solutions and Janet P. Eidsness Consulting, to assess the potential for a consolidation of dial-a-ride/dial-a-lift (DAR/DAL) services in the Greater Humboldt Bay Area which includes the cities of Eureka and Arcata, the unincorporated community of McKinleyville, and other surrounding unincorporated areas served by the Care-A-Van service. This study is the result of a recommendation from the most recent Transportation Development Act performance audit of HCAOG.

As part of developing the study, this document provides a discussion of several demand response transit models that may have applicability to the DAR/DAL consolidation effort in the Greater Humboldt Bay Area (study area). A series of case studies were researched and summarized to depict how each model is utilized in a paratransit delivery setting. Each model is then applied to the local Humboldt jurisdictions and transportation providers in the study area to provide perspective on the possible interactions among the agencies and organizational changes that may occur. These models are measured against a benchmark comprised of the current service delivery approach.

DAR/DAL is funded by four local jurisdictions: City of Eureka, Humboldt County, City of Arcata (including McKinleyville/Humboldt County) and HCAOG (for expanded service to the surrounding unincorporated areas). Although the service is provided through three separate contracts (Eureka, Arcata, and Care-A-Van), the HCAOG Service Coordination Committee has been successful in providing the forum for establishing several uniform standards within the study area, including branding, seamless transport between jurisdictions, reservations, and ticket fare structure.

Outreach with local stakeholders and the community was conducted to provide input on the concept of consolidation as it relates to the administrative structure of current demand response services. Three separate outreach efforts were undertaken, the first being in-person interviews with personnel directly involved with transit. The second outreach effort was a public workshop held on December 16, 2009 at the Humboldt Municipal Water District in Eureka as part of a special meeting of the HCAOG Social Services Transportation Advisory Council. Community members were invited to the workshop to learn about the consolidation options and provide comment. The third outreach effort was the conduct of in-person interviews with four Native American Tribes closest to the study area. A series of questions was asked about the each tribe's provision and use of paratransit services, and about the alternative structures presented in the study.

Five alternative consolidation models for dial-a-ride service were identified, plus the status quo of existing services. They include the following:

- Existing Service Structure (Status Quo)
- Brokerage
- Coordination
- Consolidation
- Consolidated Transportation Services Agency (CTSA)
- Volunteer-Based Programs

Each consolidation model presents their own unique set of conditions that could affect the cost of providing services. By assuming full consolidation with one operator providing the service, a more uniform operating cost would be generated for all DAR in the study area, resulting in a potential condition such that some local jurisdictions would potentially pay more for their share of service under consolidation, while others would potentially pay less. This outcome where one local jurisdiction is perceived to benefit at the expense of another will likely create political unwillingness to advance full consolidation.

Given the recent history of the local agencies being able to successfully coordinate DAR without actual consolidation, it would be prudent for the local agencies and transit providers to continue on the existing path of coordination, not consolidation, while maintaining separate policy control and governance of their DAR systems. This would continue to allow flexibility in how service is planned and delivered, and how the service is funded.

Recommended strategies are provided to further improve the current coordination efforts of the DAR/DAL providers in the Greater Humboldt Bay Area. They include the establishment of a Dial-A-Ride Technical Advisory Group to specifically address DAR policy and coordination issues; standardize some administrative functions; and coordinate dial-a-ride within the framework of countywide mobility.

I. INTRODUCTION

Humboldt County Association of Governments (HCAOG) retained PMC, in association with Diversified Transportation Solutions and Janet P. Eidsness Consulting, to assess the potential for a consolidation of dial-a-ride/dial-a-lift (DAR/DAL) services in the Greater Humboldt Bay Area which includes the cities of Eureka and Arcata, the unincorporated community of McKinleyville, and other surrounding unincorporated areas served by the Care-A-Van service. This study is the result of a recommendation from the most recent Transportation Development Act performance audit of HCAOG.

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II. ANALYSIS OF EXISTING DIAL-A-RIDE/DIAL-A-LIFT

DAR/DAL is considered paratransit, which provide demand-responsive, door-to-door transportation to those residents such as seniors and disabled persons who are unable to use fixed-route bus transit services. Within the study area are three paratransit services comprised of Eureka Dial-A-Ride, Arcata Dial-A-Ride and Care-A-Van. The communities/areas that receive paratransit service in the Greater Humboldt Bay Area are listed below. A map is also provided for a visual depiction of the service area (Figure 1).

- City of Arcata
- City of Eureka
- Bayview
- Cuttan
- Elk River
- Eureka-Arcata U.S. 101 Corridor
- Fields Landing
- Humboldt Hill
- Indianola
- King Salmon
- Manila
- McKinleyville
- Myrtle town
- Old Arcata Road
- Pine Hills
- Ridgewood Heights
- Samoa
- Spruce Point

Figure 1
Map of Greater Humboldt Bay Area Paratransit Service Area



Figure 1
Greater Humboldt Bay
Dial-a Ride/Dial-a-Lift Service Area



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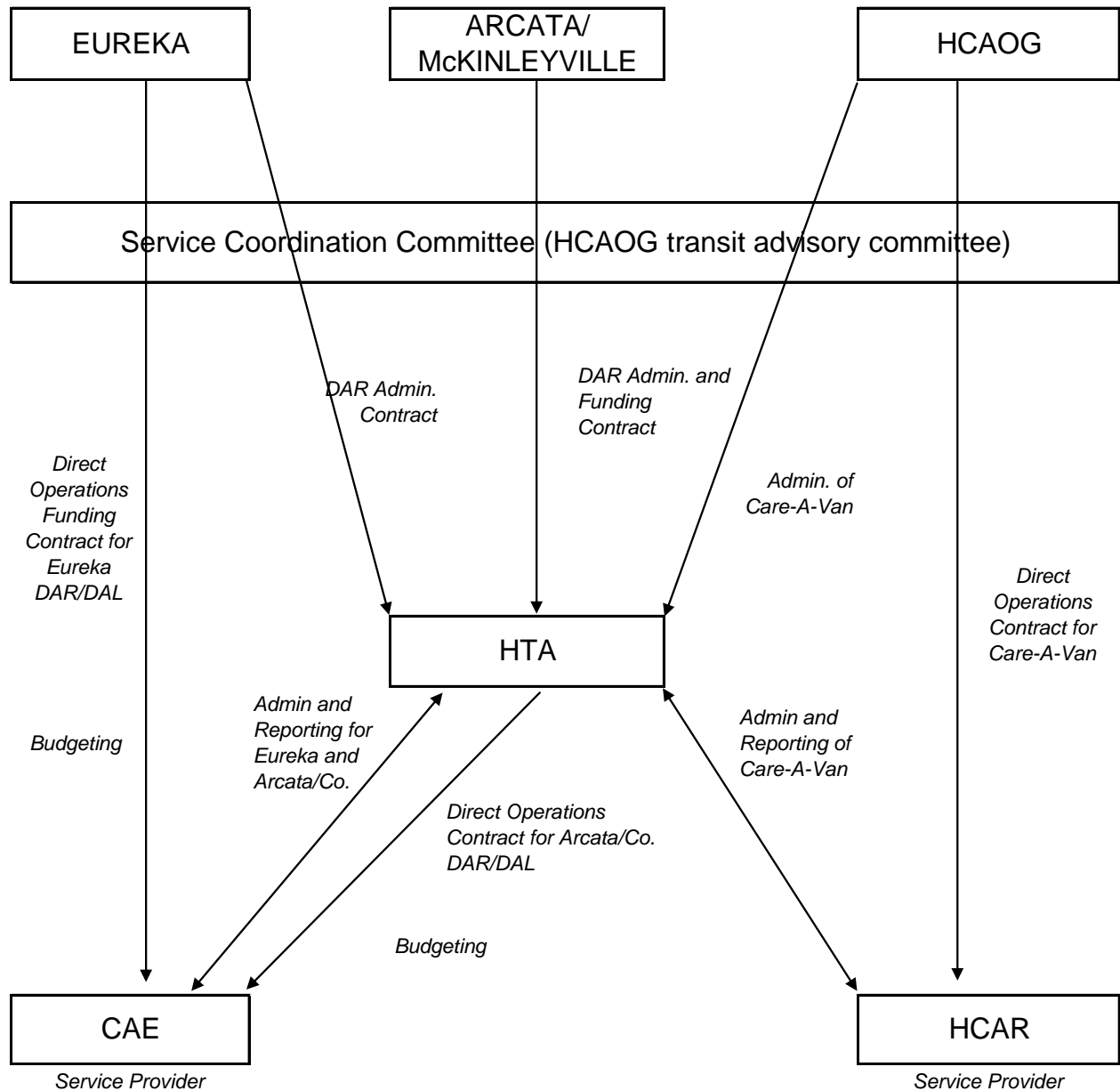
The transit providers have separate service contracts between two private operators - City Ambulance of Eureka (CAE), and the non-profit Humboldt Community Access and Resource Center (HCAR). All three providers also contract with Humboldt Transit Authority (HTA) to administer each of the operator contracts, but using their own set of contract terms, responsibilities and reporting requirements. For example, the City of Eureka contracts with HTA to administer the City's DAR/DAL program, but the City directly procures CAE under a separate contract. In contrast, the City of Arcata/McKinleyville contract with HTA to provide all administrative and management functions, including procuring CAE. HCAOG also directly contracts with HCAR for the Care-A-Van service and includes in the contract provisions for HTA to provide administrative assistance. There is no separate contract between HCAOG and HTA for administrative services.

Central to the paratransit services offered is the current involvement of HTA to administer and manage the three contracts in various capacities. In addition, according to our interviews with staff from the local jurisdictions and contract operators, the riding public overall has been responsive to the delivery of a fairly uniform DAR/DAL system, albeit some initial negative reaction to the new reservation program that has since diminished.

The following graphic (Figure 2) depicts the current arrangements of providing DAR/DAL in the Greater Humboldt Bay Area.

Figure 2

CURRENT DAR/DAL ADMINISTRATION CONDITIONS



Current Service Contracts

As described previously, separate contracts are in place to provide paratransit in the study area. There are two types of contracts, one for funding and administration of DAR/DAL, and one for transportation service. The administration contracts issued by Eureka and Arcata/McKinleyville are both with HTA. The transportation service contracts issued by Eureka and HTA (for Arcata/McKinleyville service) are with CAE, while the service contract issued by HCAOG is with HCAR.

In a review of the respective contract provisions, there are similarities among them but also differences. In the case of the administration contracts with HTA, these differences include level of responsibility, length of the agreements, and reporting requirements to the funder of the service. As for the transportation operator contracts, the differences result due to issues such as maintaining the same operating hours as the fixed route services, and reporting requirements stipulated in the contract.

Figure 3 highlights the provisions contained in each contract using select criteria. The contracts are separated between administration and transportation operations. Figure 4 shows the various performance reporting requirements for each contract. No two contracts require the same performance reporting data despite the same services being provided.

Figure 3

Current Contract Provisions for DAR/DAL Services in Greater Humboldt Bay Area										
Contract Parties	Contract Purpose	Term	Payment Method	Operating Hours	Yearly Admin Fee to HTA	ADA eligibility determination	Selection of Contract Operator	Administrative Requirements	Who makes payment	Reporting Requirements (1)
Administration Contracts										
Arcata/County & HTA	Full administration of DAR/DAL in Arcata/McKinleyville	Until written notice	Fixed Fee		Approximately \$6,000: 5% of aggregate service contract cost, currently about \$5,000, plus \$1,000 for ADA eligibility determination	HTA, and Humboldt Senior Resource Center	HTA	All Administration of the service contract, selection of contractor, monitoring performance	Arcata/County to HTA	HTA submits to Arcata/County monthly operating performance summary
Eureka & HTA	Administer and manage DAR/DAL in Eureka	Through June 2011	Fixed Fee		Approximately \$18,500	HTA, Eureka and Humboldt Senior Resource Center	Eureka	Administrative services including ticket verification, eligibility determination, marketing, ticket sales, and management of contract operator	Eureka to HTA	HTA submits to Eureka monthly operating performance summary

(1) See Figure 3 of required reporting data.

Figure 3, continued

Current Contract Provisions for DAR/DAL Services in Greater Humboldt Bay Area										
Contract Parties	Contract Purpose	Term	Payment Method	Operating Hours	Yearly Admin Fee to HTA	ADA eligibility determination	Selection of Contract Operator	Administrative Requirements	Who makes payment	Reporting Requirements (1)
Operations Contracts										
HTA & CAE	Provide, administer and manage door-to-door DAR/DAL within designated service area	Through June 2011	Fixed Fee	7 am-7 pm Mon.-Fri.; 9 am to 5 pm Sat., except holidays for A&MRTS			HTA	Management of service contractor	HTA to CAE	CAE submits to HTA information required by the annual Performance Audit
Eureka & CAE	Provide, administer and manage door-to-door DAR/DAL within designated service area	Through June 2010	Prior method was per ticket with maximum; current contract is fixed fee	6 am-7 pm Mon-Fri; 7:30 am-5:30 pm Sat, except four holidays and "Saturday Schedule" holidays; proposed contract is to operate during the same hours as Eureka Transit System.			Eureka	Policy making, budgeting. HTA provides management and oversight of service contractor.	Eureka to CAE	None contained in contract, but referenced in contract between Eureka & HTA
HCAOG & HCAR	Provide, administer and manage door-to-door DAR/DAL within designated service area	Through June 2011	Fixed Fee	7 am-7 pm Mon.-Sat., except four holidays	\$0 (no specific fee in contract)	HTA	HCAOG	At HCAOG's request, HTA to reconcile trip data and ticket counts, and report to HCAOG	HCAOG to HCAR (fixed fee); HTA to HCAR for tickets collected	HTA submits to HCAOG monthly trip reconciliation. HCAR submits to HTA monthly performance data.

(1) See Figure 3 of required reporting data.

Figure 4

Reporting Data Requirements in Existing DAR/DAL Contracts					
Performance Data	Contract Parties				
	Arcata/County & HTA	HTA & CAE	Eureka and HTA	Eureka and CAE	HCAOG and HCAR
Monthly				None in Contract	
Projected expenditures and actual expenditures for the preceding month	X				
Passengers for current month compared to same month in preceding year	X				
Passengers for current fiscal year-to-date compared to preceding fiscal year-to-date.	X				
Passengers per trip for current month compared to same month in preceding year	X				
Passengers per trip for current fiscal year-to-date compared to preceding fiscal year-to-date.	X				
Revenue for current month compared to same month in preceding year	X				
Revenue for current fiscal year-to-date compared to preceding fiscal year-to-date.	X				
Contractor payments for current month compared to same month in preceding year	X				
Contractor payments for current fiscal year-to-date compared to preceding fiscal year-to-date.	X				
Farebox Ratio for current month compared to same month in preceding year	X				
Farebox Ratio for current fiscal year-to-date compared to preceding fiscal year-to-date.	X				
Monthly					
Passengers		X	X		X
Total tickets			X		X
Cash fares paid to HCAR by passengers					X
Vehicle Revenue Hours		X	X		
Vehicle Revenue Miles		X	X		
Vehicle trips					X
Time and Date of each trip					X
Origin and destination of each trip					X
Employee Pay Hours		X			
No-shows				X	
Number of Validated Complaints		X			
Complaints, Compliments, and Service Requests Refused, caller information, and description of each call			X		
Monthly report of missed trips and/or appointments		X	X	X	
Delays of over one hour			X		
Vehicle and Passenger Accidents, date and info.			X		
Number of in-service road failures		X	X		
Other operational problems, evaluations and solutions			X		
Other data as necessary			X		

III. Public Outreach Summary

Outreach with local stakeholders and the community was conducted to provide input on the concept of consolidation as it relates to the administrative structure of current demand response services. Three separate outreach efforts were undertaken, the first being in-person interviews with personnel directly involved with transit. Interviews were conducted with transit management staff representing the cities of Eureka and Arcata, the General Manager of the Humboldt Transit Authority, the HCAOG Executive Director, and operations managers from the two paratransit contract providers (City Ambulance of Eureka, and Humboldt Community Access & Resource Center).

The second outreach effort was a public workshop held on December 16, 2009 at the Humboldt Municipal Water District in Eureka as part of a special meeting of the HCAOG Social Services Transportation Advisory Council. Community members were invited to the workshop to learn about the consolidation options and provide comment. A press release was developed by the consultant team and submitted to various media outlets to broadcast the meeting time and location. An email flyer blast of the event was also circulated to local individuals and groups, social service agencies and other interested parties. The email list was adapted from the one used for workshops conducted for the Humboldt County Coordinated Public Transit - Human Services Transportation Plan.

The third outreach effort was the conduct of in-person interviews with four Native American Tribes closest to the study area. A series of questions was asked about the each tribe's familiarity and use of paratransit services, and about the alternative structures presented in the study.

Each of these outreach methods is described in detail below.

Methodology

As part of the Dial-A-Ride/Dial-A-Lift Consolidation Study, PMC implemented several public outreach efforts. Since the study pertains only to administrative structures and does not impact the operational delivery of paratransit services, a more focused outreach approach was undertaken that targeted stakeholders from community based organizations and the social service transportation communities. In consultation with HCAOG staff, the Social Service Transportation Advisory Council (SSTAC) was identified as the best forum to conduct a public workshop.

PMC produced and distributed a fact sheet, press release and email blast in conjunction with the SSTAC workshop to educate the general public and promote attendance. In addition, PMC through its sub-consultant engaged neighboring Native American communities to obtain their thoughts and ideas about the alternative dial-a-ride/dial-a-lift structures developed for the study.

Social Service Transportation Advisory Council Meeting

HCAOG convened a special session of the SSTAC to review the alternative administrative structures developed as part of the study. The meeting served as a public workshop and took place on Wednesday, December 16, 2009 at 1:30 p.m. in the Board room of the Humboldt Municipal Water District in Eureka. The meeting was duly noticed to its membership as well as publicized to the public and stakeholders through an email blast and press release.

There were an estimated 15 attendees at the meeting plus HCAOG and PMC staff. Stakeholders in attendance represented key community-based organizations concerned with social service mobility such as Head Start, Humboldt Council of the Blind, Humboldt Senior Resource Center, and Lighthouse of the North Coast. The PMC consultant team gave an overview of the study, which featured a 20-slide PowerPoint presentation. After the presentation, attendees were invited to comment on the alternative structures. A summary of the meeting as transcribed by the consultant is included in the Appendix.

Fact Sheet

PMC developed a two-page fact sheet for distribution by HCAOG to the SSTAC, local media outlets and the general public. Included in the fact sheet was the background/purpose of the Dial-A-Ride/Dial-A-Lift Consolidation Study, a list of communities in the Greater Humboldt Bay area served by paratransit, current administrative and operational structures, alternative models and key attributes of the administrative models. The models were categorized according based on three broad characteristics: consolidation, coordination and supplemental. The fact sheet was included in the December 16, 2009 SSTAC meeting staff report.

Press Release

PMC disseminated a press release on HCAOG's behalf to major print and broadcast media outlets in the Humboldt Bay Region that publicized the SSTAC meeting. The general public was invited to take part in the public workshop reviewing alternatives to the current administrative delivery of local dial-a-ride and dial-a-lift services. The press release was dated December 7, 2009, about a week and a half prior to the SSTAC meeting.

The press release summarized the purpose of the study and the dial-a-ride/dial-a-lift service area. It also mentioned that several administrative models and key attributes would be presented at the workshop. The HCAOG Director was listed as the point of contact for any media inquiries.

Four newspapers, three radio stations and one television station were contacted by PMC. A detailed list of contacts is included in the following table:

Humboldt Bay Area Media Contacts

Media Outlet	Type
Arcata Eye	Weekly Newspaper
McKinleyville Press	Weekly Newspaper
North Coast Journal	Alternative Weekly
Times-Standard	Daily Newspaper
KIEM-TV Channel 3	Television
KMUD	Community Radio
KHSU	Community Radio
KGOE	News Talk Radio

Email Blast

A coordinated email blast was distributed to a list of 116 contacts on December 7, 2009 who are involved or who have expressed an interest in social service transportation issues. The contacts were compiled from the email distribution list used in the community outreach efforts for the *Humboldt County Coordination Transportation Plan*, which was reviewed and authorized by HCAOG staff. The email blast mirrored the content of the press release with a few modifications and served as an additional meeting announcement to interested parties.

Native American Outreach

PMC through its Native American consultant Janet Eidsness conducted outreach to four federally-recognized Native American tribal communities located in closest proximity to the dial-a-ride/dial-a-lift study area. Humboldt County has one of the largest Native American populations in California in proportion to its general population. A listing of tribes interviewed is shown in the following table:

Humboldt Bay Area Native American Tribes

Native American Community/Tribe	Enrolled Membership
Bear River Band of Rohnerville Rancheria	352
Blue Lake Rancheria	53
Cher-Ae Trinidad Rancheria	73
Table Bluff Rancheria (Wiyot)	550

Each of the four tribal entities was contacted by letter requesting an interview. Enclosed with the letter was the fact sheet about the DAR/DAL Consolidation Study summarizing the current structure and the alternative models under consideration. Once the interviews were scheduled, the consultant met with tribal representatives in person and asked a series of

questions about the each tribe's provision and use of paratransit services. Towards the end of each interview, questions specific to the alternative structures presented in the study were asked. Full reports from the interviews are found the Appendix of the report. The following summaries contain the profiles and findings of each tribe contacted for the purposes of this study.

Bear River Band of Rohnerville Rancheria

The Bear River Band of Rohnerville Rancheria is located about 21 miles south of the City of Eureka and just to the east of the City of Fortuna. Currently the Wiyot Tribal own lands on 88 acre parcel on the southern edge of Humboldt Bay and a 20 acre parcel known as the Old Rancheria. There are 352 enrolled members of the tribe and many of these members live in the surrounding communities of Loleta, Fortuna, Rio-Dell and Eureka.

A Rancheria Transport Study was completed for Tribe in 2007. There are no ADA-designated DAR/DAL services available to the Rancheria. However, the tribe does provide non-ADA transport services Monday through Friday using a fleet of two vans. The service is available to all tribal members and staff whether they live on or off the Rancheria and is used for doctor and other appointments.

Two staff members from the tribe's transportation department were interviewed on December 11, 2009. They expressed the need to expand DAR/DAL services beyond the Greater Humboldt Bay service area. In particular, they would like to see DAR/DAL services expanded for rural, unincorporated areas of Humboldt County. This would serve the needs of ADA-certified residents on fixed incomes that live in remote locations and do not have access to an automobile. However in regards to the administrative models cited in the study, the tribe would have concerns and issues with agreements or contracts that would supersede or erode tribal sovereignty.

Blue Lake Rancheria

Blue Lake Rancheria is a sovereign Indian Nation located seven miles east of the City of Arcata and twelve miles northeast of the City of Eureka. The Rancheria is located adjacent to the City of Blue Lake along State Route 299.

The Rancheria provides transport services between Blue Lake and Arcata. This DAR service is limited to riders unable to use regular transit services, but who are ADA-certified. This would also include elderly persons that qualify under ADA. The existing transit vehicle is ADA accessible and is equipped with a wheelchair lift.

The DAR service is currently non-operational because its current vehicle exceeded its maximum-allowed mileage and is nearly non-operational ('decommissioned'). The tribe has applied for new grant funding (through FTA-Tribal Transport Program) to acquire a new ADA

equipped DAR vehicle. One elderly passenger uses a regular transit bus daily for services at Mad River Hospital Adult Day Care.

One tribal representative was interviewed on December 8, 2009. The position of the tribe is to not consolidate, but to coordinate with other DAR/DAL agencies & providers. The tribe would be open to a coordination model that would feature a central point of contact for the public and centralized dispatching.

Cher-Ae Heights Indian Community of the Trinidad Rancheria

The Cher-Ae Heights Indian Community of the Trinidad Rancheria encompasses 83 acres on three parcels located north of McKinleyville near the City of Trinidad along the U.S. 101 corridor. The tribe's overall view is that County residents and tribal members are concerned about the need to find reliable transportation services for the elderly.

An interview with the tribe took place on December 14, 2009. The tribal representative interviewed observed that the key attributes of the Consolidation Study outlined in the fact sheet were solid goals. However, the representative was unable to comment on which consolidation model would best serve the Greater Humboldt Bay DAR/DAL service area without more information. Most importantly, the tribe expressed that the consolidation study should include a historical perspective on how dial-a-ride has been funded by including such data as funding sources, any increases and decreases in the level of funding, and how the funds have been used. The tribe wanted to know how the current situation came about and why needs are not being met.

In addition, the tribe would like to see current and historic demographic data to determine the demand for ADA transport services amongst older residents. The representative also questioned why the outlying communities in the county (e.g., Garberville, Hoopa, Trinidad, etc.) are not receiving DAR/DAL services for seniors.

Table Bluff Rancheria (Wiyot)

The Table Bluff Rancheria is located south of Humboldt Bay and is home to the Wiyot Tribe. Approximately 150 residents live at the Table Bluff Rancheria; about 50 of these residents are enrolled tribal members. About 500 registered tribal members live off site in various locales around Humboldt County. The transportation needs of those members are currently unknown. To date, no tribal transportation study or survey has been undertaken. The interview with the tribal representative took place on January 28, 2010.

At present, there are no transportation services provided by the tribal government for ADA-certified persons or senior citizens. The Rancheria's relatively remote location has made the provision of demand-responsive transportation challenging and the tribe does not receive funding for transportation. The Tribe had prior transportation service with a dedicated and paid van driver that provided service to folks living at the Rancheria. The Tribe experienced some

problems with people not keeping their scheduled transport appointments, which the driver was paid for anyway. This program was eventually abandoned.

The tribal representative interviewed acknowledged that elders and other tribal members living on Rancheria have needs for transportation to and from social service & medical appointments and shopping. The burden of transporting residents to medical appointments falls on family members or friends. Most tribal members access medical services at the Potawot Health Village provided by United Indian Health Services in Arcata. The tribal representative would be in favor of coordination efforts with other agencies and programs that would include a script or pass program for demand response transportation as well as scheduling.

IV. CONSOLIDATION MODELS AND CASE STUDIES

The consultant team conducted research, made phone contact, and reviewed various reference sources to identify alternative models utilized to administer and provide paratransit service. Five general administrative models for dial-a-ride were identified. They include the following:

- Brokerage
- Coordination
- Consolidation
- Consolidated Transportation Services Agency (CTSA)
- Volunteer-Based Programs

A sixth model for this analysis is the status quo, or existing model of providing paratransit service by the local jurisdictions and contract operators. Current DAR/DAL administration is a lesser form of the coordination model discussed below. The current condition of how services are administered serves as the status quo.

Variations exist among the models to fit with each specific need, but they generally link back to one or more of these approaches. Provided with the discussion of each administrative model are select case studies of transportation providers operating under that particular service model. Case study examples of entities both within California and nationally are presented in the Appendices. The case studies of each type of consolidation model are designed to provide additional details regarding the application of those administrative structures and operational characteristics.

A brief description of each alternative model is provided:

Brokerage Model

The brokerage model is designed to provide an entity that will bring the purchasers of transportation services (clients or agencies) together with providers of transportation, with the goal of providing more efficient and effective transportation service. In this concept, the persons or agencies needing transportation services would contract with the brokerage. The brokerage agency then subcontracts with agencies providing transportation for the needed service. The brokerage may also perform some coordination functions as dispatch, scheduling or maintenance for its subcontracting agencies. In addition, a brokerage may operate some of the vehicles used in the transportation program.

Coordination Model

The coordination service model is based on the concept of bringing two or more agencies together for joint conduct of one or more functions. Usually these efforts are formalized through some type of contract between the agencies establishing the manner in which functions will be shared, how operating and administrative costs are allocated, etc. In the administrative function, coordination may include joint scheduling or dispatching; and in maintenance, coordination could include elements such as sharing vehicle storage facilities.

Consolidation Model

The premise of the consolidation model is to bring all transportation service functions in a region under the control of a single entity. In this concept, one agency acquires all the service vehicles operated by individual providers, performs all administrative, vehicle operations, and maintenance functions, and sells its services to any agency needing client transportation.

Consolidated Transportation Services Agency (CTSA) Model

In 1979, the State of California authorized county or regional transportation planning agencies to designate Consolidated Transportation Service Agencies (CTSA) within their service areas for the purpose of consolidating or coordinating social service transportation for the benefit of social service recipients.

The purpose of developing CTSA's was to improve the quality of transportation services to low mobility groups while achieving cost savings, lowered insurance premiums and more efficient use of vehicles and funding resources. Designation of CTSA's were seen as a flexible mechanism to deal with the problem of inefficient and duplicative social service transportation programs that proliferated due to a dramatic increase in the number of social service programs offered by government agencies and private nonprofit organizations to meet their clients' mobility needs.

Volunteer Based Model

An approach to providing mobility for seniors and the disabled is the use of volunteers to provide transportation to these groups. Volunteer assistance can provide a higher level of personal care that many seniors and disabled persons require. Volunteers can act as escorts, and can also provide trips in rural areas that are too expensive to operate with paid drivers. Often times the use of volunteer drivers is to supplement existing demand response services that utilize paid drivers.

A few similar programs are being implemented in the county. The Volunteer Center of the Redwoods (VCOR) and Area 1 Agency on Aging are proposing to implement a volunteer driver program that is intended to help meet travel needs of residents located within various parts of

the County. Another pilot program is in the Eel River Valley administered by the Humboldt Senior Resource Center (HSRC).

Key Attributes of the Alternative Consolidation Models

Several key attributes are found between many of the dial-a-ride service providers included in the case studies. These attributes include the following:

- **Central Point of Contact For The Public**

Several agencies included in the case studies provide the public with a single phone number for trip reservations. Trip reservations are then allocated to the appropriate service provider through a centralized dispatch function.

- **Centralized Trip Reservation and Dispatch Functions**

Several agencies included in the case studies, regardless of the administrative model used, have one lead agency provide centralized dispatching and trip reservations for all participating service providers. The reservations are then assigned to the appropriate participating service provider.

- **Single Policy-Making Body**

Most agencies cited in the case studies have assigned one body to serve in a policy-making capacity, or to act as an advisory committee to a standing policy-making group. Several agencies have established advisory committees that have been given the responsibility to establish policies for dial-a-ride services. Agencies that have established (or recommended establishing) a Joint Powers Authority (JPA) primarily convene a JPA Board of Directors consisting of representatives of participating municipalities.

- **Funding for Regional Dial-A-Ride Services Directed Through a Lead Agency**

Most agencies in the case study direct funding for regional dial-a-ride service through one lead agency. Funding is usually provided from federal, state, local sources, as well as directly from the budgets of participating service providers under contract to a lead agency. The lead agency will then be responsible for the allocation of dial-a-ride operating funds to participating service providers.

- **Establish Agreed Upon Levels of Service and Costs**

Some case studies showed that participating agencies needed to agree to a minimum level of service and have the capacity to provide funding for their respective services. Whether through consolidation or coordination, the affected local jurisdictions participate in the decision making

process and the approval of service levels. The agreements help ensure that the agencies' constituents are receiving a base service level, and that additional service would only be possible if funding is available.

Application Of Administrative Models To Humboldt County Dial-A-Ride/Dial-A-Lift

The five administrative models reviewed could be applied in a manner that utilizes the existing agencies and service providers in the Greater Humboldt Bay Area. The existing agencies and providers could serve in various roles depending on the model under consideration.

The roles and applicability of the existing agencies under each model are shown in concept using flow chart diagrams. Figures 5 - 10 present the possible organization and interaction among the agencies and transportation operators. The current service approach is shown again for comparison.

For some models, the overall structure of dial-a-ride remains largely in tact. For example, the coordination model focuses on strengthening the existing relationships between the agencies that are a party to the SCC, while ultimate policy-making remains within the discretion of each jurisdiction. Other models, such as the consolidation model, might result in the loss of some policy-making autonomy, but offers a clean and straightforward approach to delivering paratransit service within one large service area. Given the outcomes of each model and their applicability to the existing Humboldt County agencies, alternative models that draw upon components from the established models are also viable as a recommended approach.

Issues for Consideration

The models presented in this report make certain assumptions about the ability of each existing agency to have the technical, staffing and resource capability to implement the model. This highlights the potential issue of capacity constraints that should be considered a part of the model's feasibility. The local agencies each have a role to implement any model approach, which requires having the administrative, managerial, technical, capital and/or funding resources available. The potential constraints and limitations of the affected agencies to implement a model are a matter of public policy and appropriate allocation of resources among the agencies. These decisions will affect each model's applicability.

Figure 5, Current DAR/DAL

CURRENT DAR/DAL ADMINISTRATION CONDITIONS

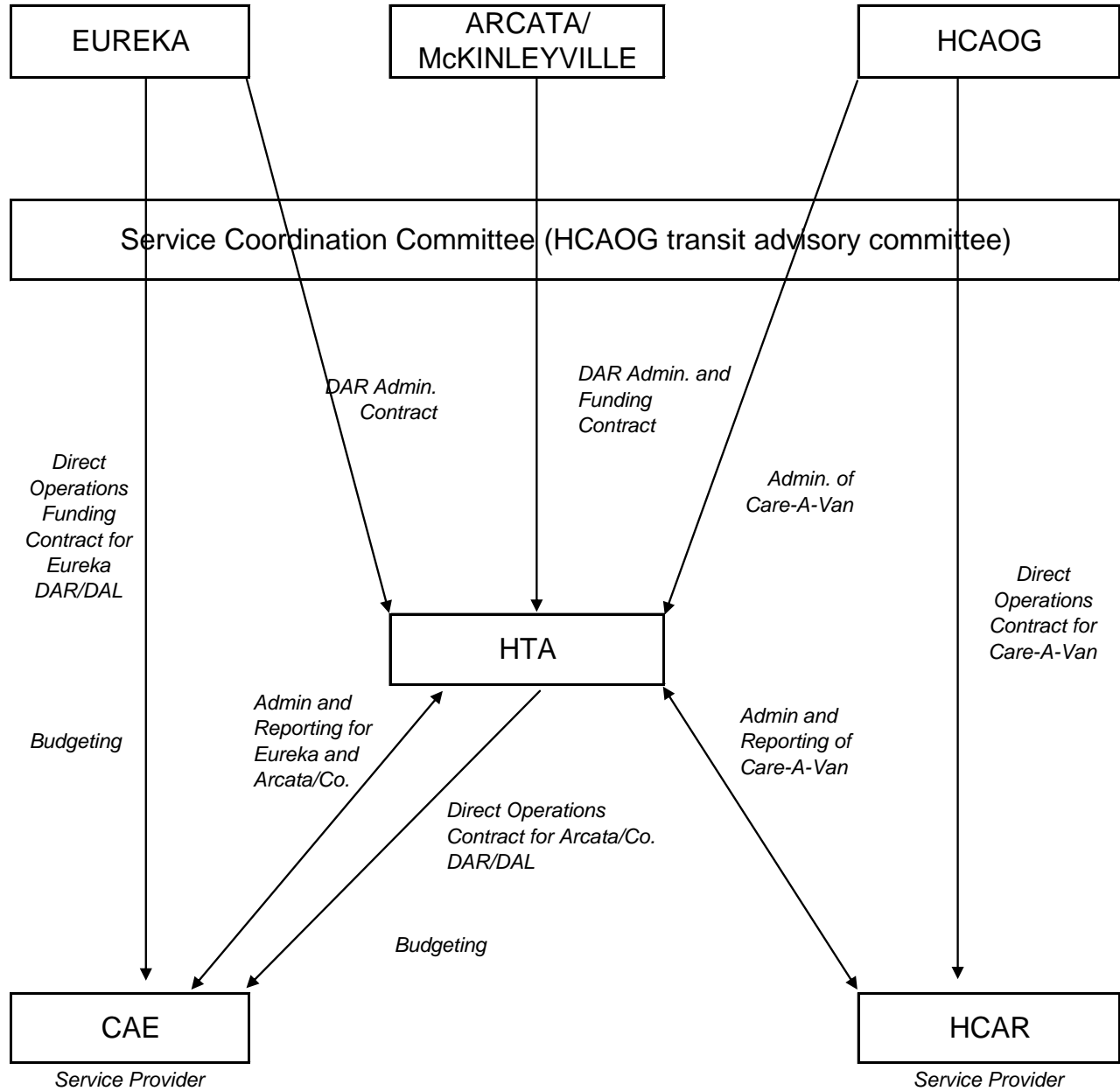


Figure 6, Brokerage Model

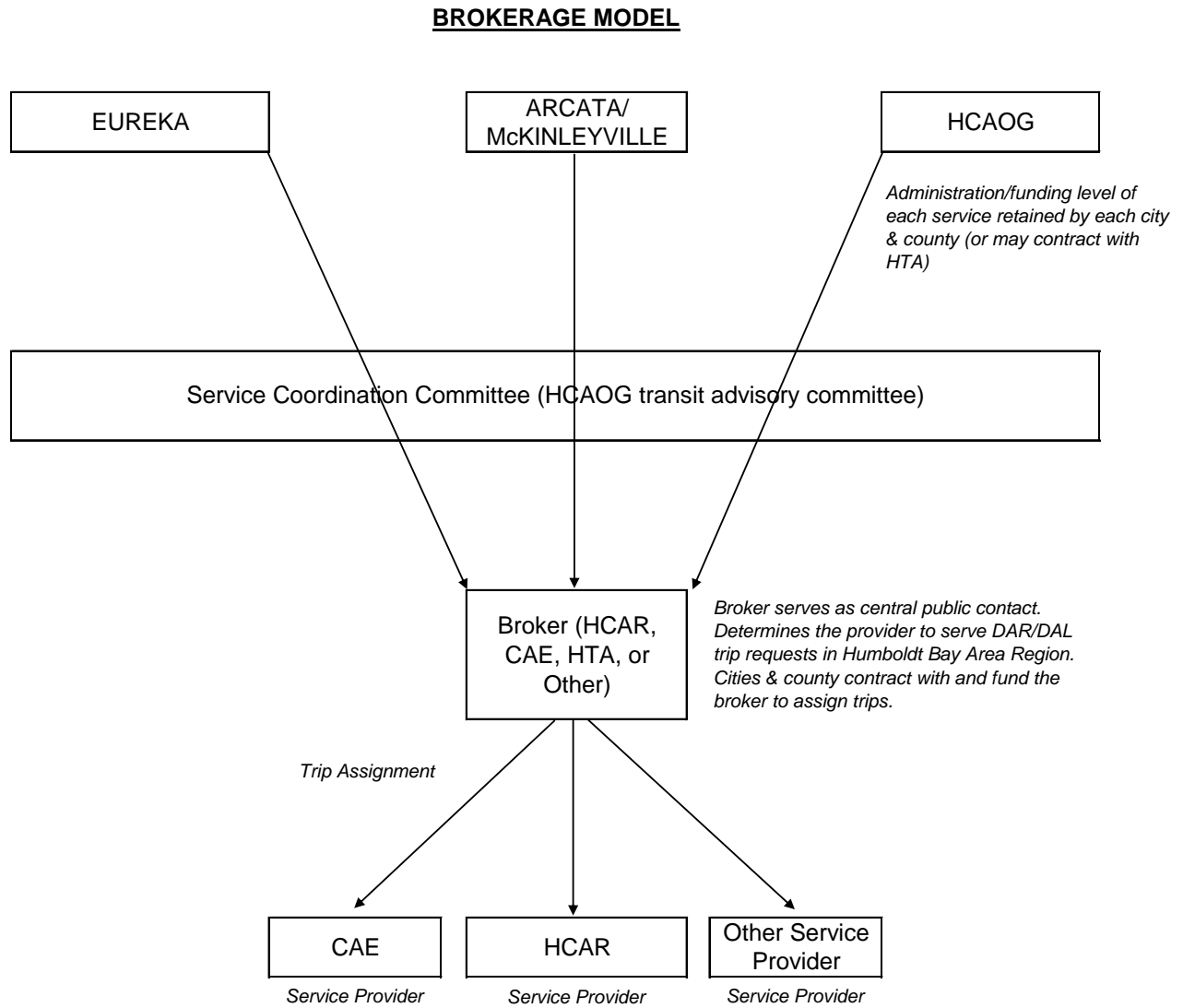


Figure 7, Coordination Model

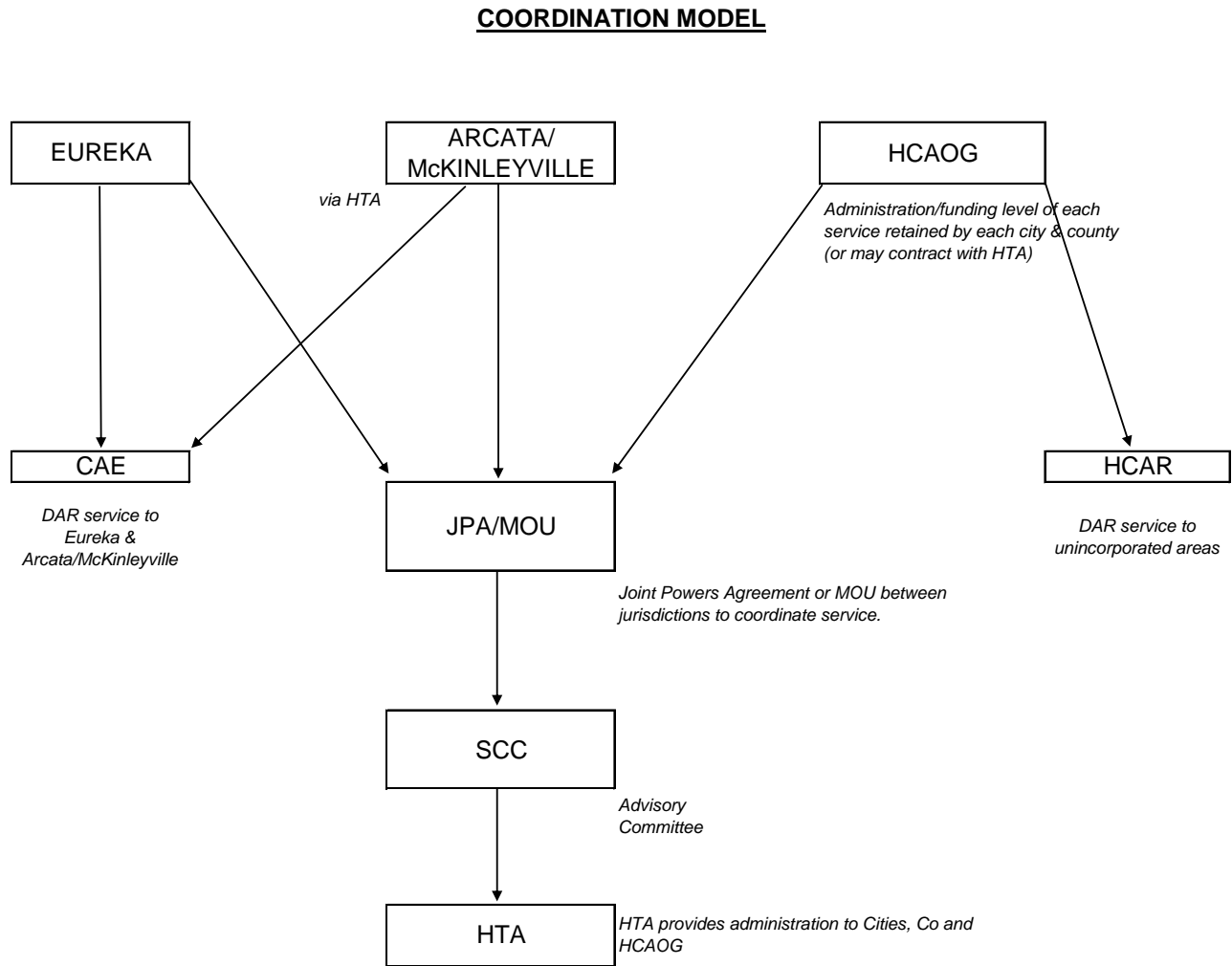


Figure 8, Consolidation Model

CONSOLIDATION MODEL

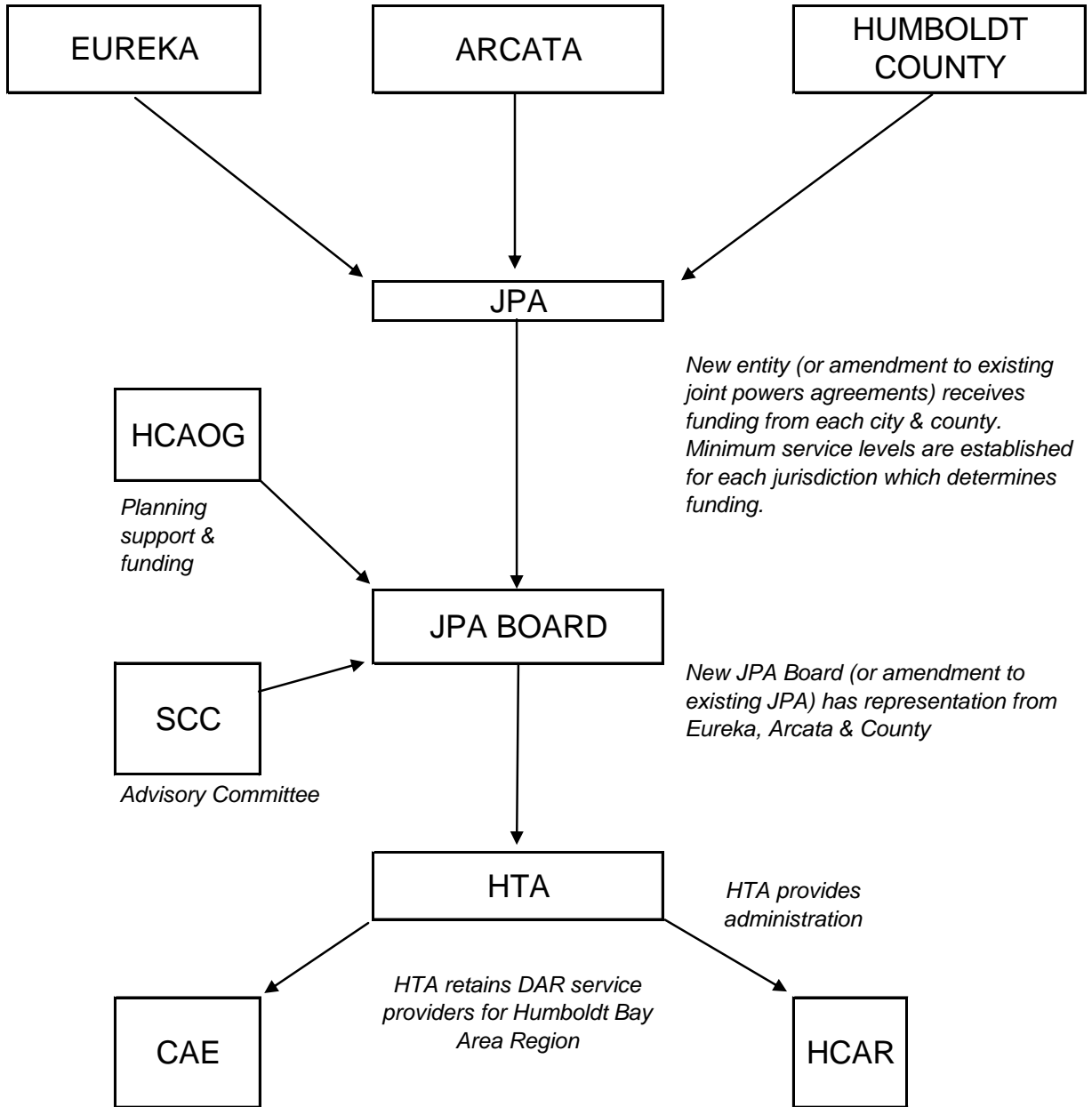


Figure 9, CTSA Model

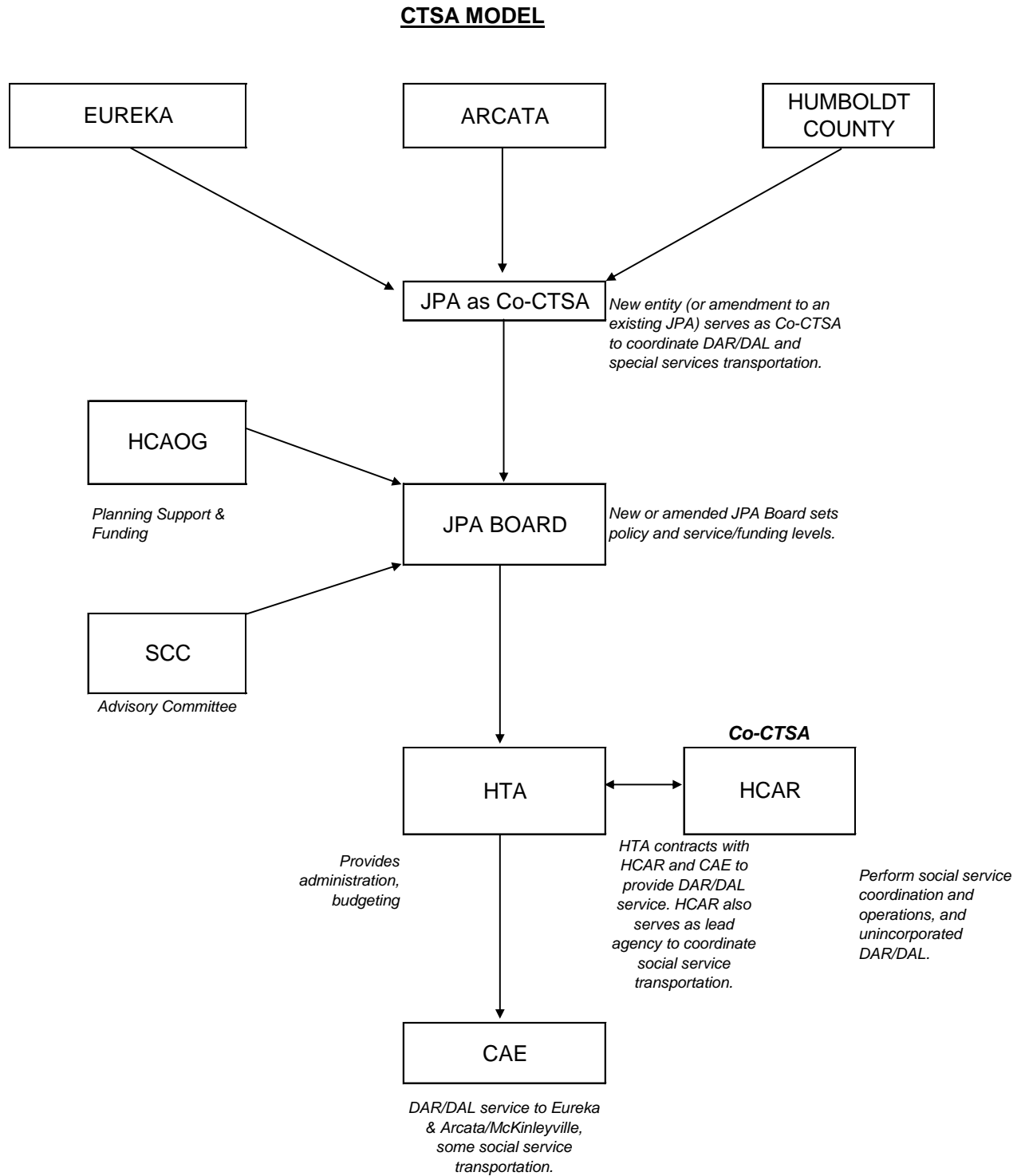
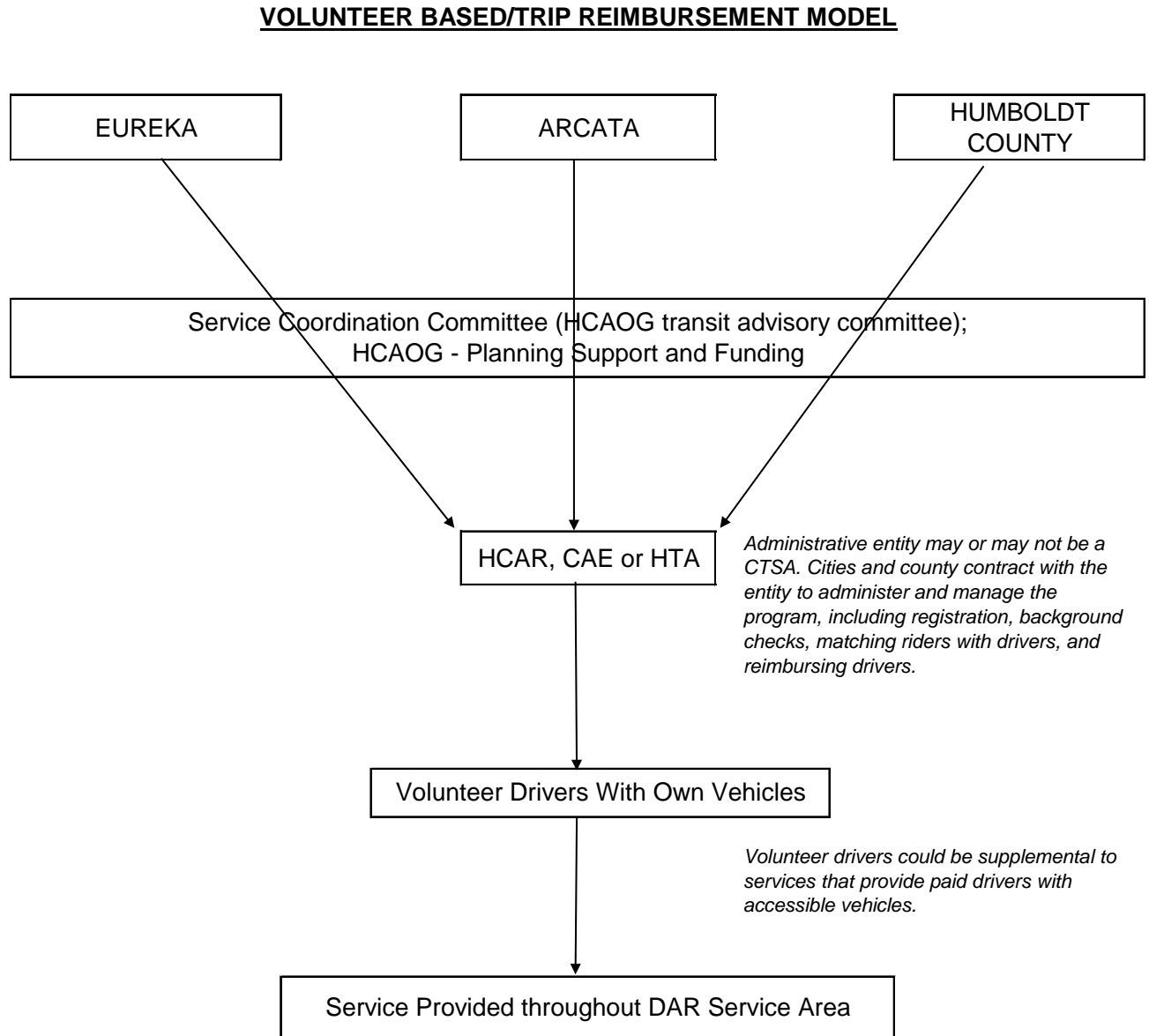


Figure 10, Volunteer Based Model



The models provide for several key common functions that are needed to administer and operate DAR/DAL service. The functions include:

- **Lead Agency/Coordinator** – One agency that serves as a “manager” that coordinates the provision of dial-a-ride services. The agency is usually the point of contact for the public, and is the recipient of operating funds for dial-a-ride service.
- **Administrative Functions** – These functions include monitoring contracts with service providers, eligibility certifications, maintenance of the database of eligible client, and performance reporting. May also include training for vehicle operators.
- **Service Provision** – The agencies that provide daily operation of dial-a-ride services. These agencies are usually contracted by a lead agency to provide accessible vehicles and operate service.
- **Funding/Budgeting** – Sources of dial-a-ride operating funds and the agencies that provide funding and develop annual operating budgets.
- **Policy-Making** – The organization that has the authority to make policy decisions regarding the administration, funding and operation of dial-a-ride services.

Figure 11 provides a matrix detailing how each model could potentially be applied to the Greater Humboldt Bay Area using the attributes described above. The current administrative and operations model is also shown for comparison purposes.

The context of the models can be formed through at least two distinct aspects: 1) the ability to retain autonomous decision-making versus joint decision-making; and 2) the ability to create a foundation for a larger countywide coordination effort. This larger coordination effort could involve additional transportation providers and create a network for mobility management. While the discussion of a larger countywide coordination effort is beyond the scope of this project, the consolidation model recommended from this study for the Humboldt Bay Area may have implications for a countywide effort.

Figure 11, Attributes of Models to Humboldt Bay Area DAR/DAL

		ATTRIBUTES			
MODELS	Lead Agency/ Coordinator	Administrative Functions	Service Provision	Funding/Budgeting	Policy-Making
Current Structure	HTA coordinates dial-a-ride administration	Cities and county have option to administer DAR/DAL in-house or contract out. All contract with HTA.	City of Eureka contracts with HTA for administration, and with CAE for operations. Arcata/McKinleyville contract with HTA for administration and operations, HTA contracts with CAE for operations. HCAOG contracts with HCAR for operations (contract includes administrative duties to HTA).	City of Eureka funds Eureka DAR/DAL. Arcata/McKinleyville fund Arcata/McKinleyville DAR/DAL. HCAOG funds unincorporated area DAR/DAL.	Service Coordination Committee (SCC) serves as policy and operations advisory committee. Each city and county retain separate policy making.
Brokerage Model	HCAR, CAE, HTA, or Other agency serves as Broker	Each city responsible for administration (could contract with HTA or be retained by individual cities)	Broker assigns trips to contracted service providers.	Eureka, Arcata and County fund the broker position and DAR/DAL service providers.	Service Coordination Committee (SCC) serves as policy and operations advisory committee. Each city and county retain separate policy making.
Consolidation Model	HTA	HTA for administration	HTA contracts with service providers including CAE and HCAR as well as other service providers	Funding contributed to JPA by Cities of Eureka and Arcata/McKinleyville, Humboldt County. Each jurisdiction agrees to fund a minimum level of DAR service hours.	Amendment to existing JPA to include policy making by Eureka, Arcata and Humboldt County on DAR/DAL issues. Service Coordination Committee (SCC) serves as policy and operations advisory committee.
Coordination Model	HTA coordinates dial-a-ride administration	JPA or MOU specifies provisions for coordination and process to provide uniform DAR/DAL services. Similar to current structure, each city and the county responsible for administration (could contract with HTA or have administration retained by individual cities)	Similar to current structure, each city and the county responsible for selecting DAR operators (could contract with HTA to provide management service, or contract directly with CAE and HCAR).	Funding contributed by cities of Eureka and Arcata, and Humboldt County for coordination function. Cities and Humboldt County provide operating funds directly to DAR operators or through HTA.	New Joint Powers Agreement or MOU that specifies coordination provisions. Each city and county retain separate policy making. Service Coordination Committee (SCC) serves as policy and operations advisory committee.
CTSA Model	Joint Powers Agreement (JPA) to establish a CTSA including Eureka, Arcata and County; HCAR is Co-CTSA for social service coordination.	JPA authorizes HTA to provide administration of general public DAR/DAL; HCAR provides administration of social service agency coordination.	JPA could contract with CAE and HCAR as well as other service providers	Eureka, Arcata and Humboldt County contribute funding to CTSA for DAR/DAL; CTSA eligible for up to 5 percent LTF funds. STA funds allocated to CTSA functions.	JPA Board as CTSA makes policy decisions. HCAR Board makes decisions regarding social service coordination. Service Coordination Committee (SCC) serves as policy and operations advisory committee.
Volunteer Based Model	HCAR, CAE, HTA, or Other agency	HCAR, CAE, HTA, or Other agency to administer and manage the program, including registration, background checks, matching riders with drivers, and reimbursing drivers.	Lead agency administers and manages volunteer driver program.	Funding contributed by cities of Eureka and Arcata, and Humboldt County to agency administrator. Drivers reimbursed for mileage by passengers.	Service Coordination Committee (SCC) serves as policy and operations advisory committee.

V. FINANCIAL ANALYSIS

The estimated annual cost to operate existing DAR/DAL in the Humboldt Bay Area provided a baseline from which the alternative models were measured. The annual costs were based on the most recent TDA Triennial Performance Audits conducted of each transit system and completed in June 2008. The audits provide operations cost by mode so that the DAR/DAL portions could be separated. The data for Arcata DAR are taken from the performance audit of Humboldt Transit Authority which combines operations costs for the Quail, Arcata and Corridor Dial-A-Ride Service.

Figure 12 shows the estimated DAR/DAL costs by transit operator.¹ The City of Eureka operates the largest DAR/DAL system and incurs close to 70% of the total combined operations cost among the three providers. This percentage of cost is weighed against the system's productivity which is measured through performance indicators shown in Figure 13. Figure 13 shows select performance data for each transit system that summarize the level of DAR/DAL service currently being provided.

Figure 12
Annual Operations Cost
Existing Dial-A-Ride Services

	FY 2004	FY 2005	FY 2006	FY 2007
Eureka	\$604,505	\$532,932	\$546,035	\$618,289
Arcata (1)	\$133,272	\$149,589	\$161,781	\$150,353
Care-A-Van	\$39,082	\$69,154	\$78,575	\$121,634
Total	\$776,859	\$751,675	\$786,391	\$890,276

Notes: Depreciation expense is excluded.

(1) Combines Quail, Arcata and Corridor Dial-A-Ride Service

Source: FY 2005-2007 TDA Triennial Performance Audit Reports; FY 2007 data for Arcata from State Controller Transit Operator Report

¹ The County of Humboldt, as a fund contributor to the services that operate in the unincorporated areas, is also recognized as a partner comprising the transit agencies.

Figure 13
Existing DAR/DAL Performance Data
Eureka, Arcata and Care-A-Van Services

	FY 2004	FY 2005	FY 2006	FY 2007
Operating Cost (1)				
Eureka	\$604,505	\$532,932	\$546,035	\$618,289
Arcata (2)(3)	\$133,272	\$149,589	\$161,781	\$150,353
HCAR	\$39,082	\$69,154	\$78,575	\$121,634
Total	\$776,859	\$751,675	\$786,391	\$890,276
Passengers				
Eureka	49,898	46,447	47,512	50,786
Arcata (2)	11,933	10,396	13,714	13,159
HCAR	3,522	834	615	1,472
Total	65,353	57,677	61,841	65,417
Total Hours				
Eureka	10,728	14,461	15,623	15,629
Arcata (2)	4,612	4,264	5,500	5,875
HCAR	966	463	462	2,203
Total	16,306	19,188	21,585	23,707
Total Miles				
Eureka	115,264	125,526	134,349	155,221
Arcata (2)	71,761	58,640	83,879	78,525
HCAR	23,921	12,228	14,919	20,593
Total	210,946	196,394	233,147	254,339
Operating Cost Per Hour				
Eureka	\$56.35	\$36.85	\$34.95	\$39.56
Arcata (2)	\$28.90	\$35.08	\$29.41	\$25.59
HCAR	\$40.46	\$149.36	\$170.08	\$55.21
Total	\$47.64	\$39.17	\$36.43	\$37.55
Operating Cost Per Passenger				
Eureka	\$12.11	\$11.47	\$11.49	\$12.17
Arcata (2)	\$11.17	\$14.39	\$11.80	\$11.43
HCAR	\$11.10	\$82.92	\$127.76	\$82.63
Total	\$11.89	\$13.03	\$12.72	\$13.61
Passengers Per Hour				
Eureka	4.7	3.2	3.0	3.2
Arcata (2)	2.6	2.4	2.5	2.2
HCAR	3.6	1.8	1.3	0.7
Total	4.0	3.0	2.9	2.8
Notes:				
(1) Depreciation expense is excluded from operating cost.				
(2) Combines Quail, Arcata and Corridor Dial-A-Ride Service				
(3) FY 2007 cost data for Arcata from State Controller Transit Operator Report				
Source: FY 2005-2007 TDA Triennial Performance Audit Reports				

As shown in the table, Eureka Dial-A-Ride transports over 75% of DAR/DAL passengers in the study area with Arcata and HCAR transporting the remaining 25%. Eureka also provides about 65% of the DAR service hours and miles relative to the other systems. This would appear consistent with local demographics and travel patterns in which Eureka is the most populous city in the Humboldt Bay Area and also the center for most community services and employment opportunities.

The operating cost per hour of service for DAR varies among the three operators. Arcata has the lowest cost per hour of \$25.59 in the latest year available (FY 2007). Eureka is in the middle with a cost per hour of \$39.56, and Care-A-Van has the highest cost per hour of \$55.21. In contrast, the cost per hour when the cost and hours data is summed for all three operators is \$37.55. The relatively low hourly costs for Arcata and Eureka indicate cost efficiencies with existing service. Several aspects contribute to these cost efficient measures including relatively low administrative overhead to manage the systems, and contractual fixed costs by the private contractor to operate the services (with annual costs adjusted to the Consumer Price Index).

The operating cost per passenger also varies among the operators. Arcata has the lowest cost per passenger of \$11.43 in FY 2007. Eureka is in the middle with a cost per passenger of \$12.17, and Care-A-Van has the highest cost per hour of \$82.63. In contrast, the cost per hour when the cost and hours data is summed for all three operators is \$13.61. With the exception of Care-A-Van, this performance measure indicates very cost effective service for small urban demand response systems. The higher cost for Care-A-Van is due to the rural nature of the large service area in the unincorporated county adjacent to and beyond the city borders of Eureka. The combination of long distance trips and a low population base results in a higher operating cost per passenger.

The number of passengers carried on-board per hour is a function of the geographic density of the service area and its population size, as well as trip attraction. Eureka has the highest number of passengers carried per hour at 3.2, while Arcata has 2.2 passengers by hour, followed by Care-A-Van with 0.7 passengers per hour. When passengers and vehicle hours are summed for the three services, the rate is 2.8 passengers per hour.

With consolidation assuming one operator provides the service, a more uniform cost per hour would be generated for all DAR. By assuming the cost per hour using total costs and total hours from all three providers, as calculated above, the cost per hour is about \$37.55. This is about \$12 more per hour than the current cost per hour for Arcata DAR (from \$25.59), \$2 less per hour than Eureka DAR (from \$39.56), and \$18 less per hour than Care-A-Van (from \$55.21). This shows that the cost for Arcata services would need to increase above current amounts to offset the potential marginal cost savings for Eureka and significant cost savings for Care-A-Van. This outcome where one local jurisdiction is perceived to benefit at the expense of another will likely create political unwillingness to advance full consolidation.

Each consolidation model presents their own unique set of conditions that could affect the cost of providing services. Both the brokerage and coordination models are closest to the existing DAR/DAL administrative structure. The main feature of the brokerage model that is different from the existing administrative structure is the designation of one entity to serve as the central public contact and also engages in the contracts with the private providers. Under the existing structure, CAE and HCAR serve as the central contacts for DAR reservations, while contracts with these providers are held by HTA, Eureka and HCAOG. As HTA is the primary administrator of each of the contracts, this tends to equalize that specific component of the brokerage model.

The main difference is that HTA is not the central public contact for DAR reservations. But if it were, HTA would still end up contacting CAE and HCAR to coordinate and schedule the reservation. Thus, the current administrative structure reduces a redundant layer in making a reservation since the two public phone numbers go directly to the dispatch operations depending on the trip origin. This lack of redundancy possibly results in some existing cost savings that the brokerage model might not otherwise achieve.

The volunteer-based program is an effective method for achieving potential cost savings when specific trips have special requirements, such as the need for hands-on or escorted services; when providing the trip would tie up a vehicle and a driver for a relatively long time; or in other circumstances where ridesharing would be difficult to implement.² Volunteer drivers are used to complement the larger paratransit program and fill gaps where unmet transportation needs exists such as in more remote areas. The cost for such a program includes mileage reimbursement to the driver, insurance coverage and program registration and background check which entails start up costs for the administrating agency. However, because volunteers typically use their own private vehicles, there could be issues with accommodating wheelchair bound passengers that require wheel-chair accessibility. Volunteer-based transportation could be a viable alternative that enables low-cost service expansion to more rural residents of the community, but not replace existing urban DAR/DAL service.

The CTSA model would require institutional changes and formal re-designation by HCAOG of a co-CTSA comprised of HTA and HCAR. This process would likely entail substantial up-front cost for HCAOG staff to formally make the re-designation while complying with state law. Substantial cost for HTA and HCAR to assume responsibility as co-designated CTSA's would also occur. This consolidation model presents a more radical departure from existing DAR administration, making this alternative likely infeasible. However, one possible benefit from the CTSA model is that additional funding from this arrangement could be made available through the Local Transportation Fund portion of the Transportation Development Act. CTSA's could be eligible to receive a certain portion of funding "off the top" before the remaining revenues are distributed to public transit and streets and roads. However, this type of allocation would essentially reduce the level of funding to the local jurisdictions for public transit and streets and roads, an issue that would most likely be controversial.

² TCRP Report 101, Toolkit for Rural Community Coordinated Transportation Services.

Full consolidation presents potential cost issues. With labor costs typically comprising the largest component of operations, excluding capital investments, the labor structure of the proposed entity responsible for most, if not all, of the consolidated transit program would need to be reviewed relative to existing costs to provide DAR/DAL. For example, should Humboldt Transit Authority provide its own drivers for DAR in the Humboldt Bay Area as the consolidated agency, the costs of operations would likely be higher than continuing to contract for the service with City Ambulance of Eureka given that HTA drivers are unionized.

CAE, on the other hand, does not employ unionized drivers and has the ability to spread its direct cost and overhead among its various services including contracted DAR, taxi program, and medical transport. In this instance, the status quo method of contracting with CAE for two of the three DAR services in the study area is more cost effective than consolidation of operations under HTA. In addition, under full consolidation under HTA, Eureka and Arcata would only be two of seven votes under the existing JPA to make cost decisions about DAR rather than retain full policy authority for their own systems under the current structure. This political ramification would need to be further vetted.

As described earlier in this report under existing conditions, the local jurisdictions, transit agencies and contract operators involved in DAR have engaged in several common and shared activities. Through the HCAOG Service Coordination Committee, these entities have been successful in establishing several uniform standards within the study area, including branding, seamless transport between jurisdictions, reservations, and ticket fare structure. All three providers also contract with HTA to administer each of the operator contracts including to collect performance data, approve requests for ADA eligibility, and print and issue ride tickets. Central to the paratransit services offered is the current involvement of HTA to administer and manage the three contracts in various capacities. In this sense, a degree of administrative consolidation has already occurred.

Day-to-day administration and oversight of DAR/DAL primarily lies with HTA, whether specifically stated in the contracts or requested by the local agency funders of the services. There does not appear to be redundant administrative oversight conducted by HTA and staff from the local jurisdictions. With decreases in personnel resources at the cities, HTA is relied upon and is compensated to provide the on-the-ground transit management.

HTA produces performance reports and submits them to the local jurisdictions to justify the expenditures of each DAR system. In the case of Eureka, the data provided by HTA as well as by CAE is then used by the city Finance Director to help budget for the Eureka transit program and administer the services contract with CAE. Separately, per the contract with Arcata, HTA performs the budgeting as part of the comprehensive services provided for Arcata DAR which further supports the existing consolidation effort.

Although CAE is required to compile separate financial and performance data for each of the contracts (Eureka, Arcata, and Corridor services), CAE indicated that it has developed an

efficient records management and electronic spreadsheet system to accommodate separate record keeping. For the Corridor, Eureka and Arcata services, CAE reports performance on a per trip, per hour and per month basis, respectively. Therefore, it would appear that there would not be significant cost savings from further consolidating data collection and reporting, as one provider is already supplying the bulk of the DAR data electronically.

Implementation of a consolidation alternative that departs from the current structure would generate new start-up costs including the establishment of new service contracts, need for new policy decisions, shuffling of personnel resources, and general resource expenditures for implementation. Given the relatively small number of existing transit contractors and local jurisdictions directly involved with public DAR/DAL in the Greater Humboldt Bay Area, the time, expense and political ramifications of transitioning to a full consolidation could likely outweigh its perceived future benefits.

The stakeholders interviewed who are directly involved with DAR/DAL indicated that the regional coordination efforts undertaken for DAR/DAL in the Humboldt Bay Area have improved the ease and use of the system when compared to the past. Many current riders are accustomed to the features of DAR such as the common ticketing throughout the service area and calling in directly to one of the two transit contractors to make a trip request that is dependent on the trip origin. Further structural changes to DAR/DAL in the name of consolidation could upset the comfort level achieved by the riding public, and produce only marginal cost savings if any.

A primary concern expressed by both stakeholders and public members during outreach for this study was possibly retreating from the advancements made in how DAR service is currently delivered as a result of promoting a consolidation alternative. In addition, the outreach did not indicate that the current administrative structure was “broken” or “dysfunctional”, leading to most stakeholders’ hesitancy to support any significant structural change. Maintaining local control over cost was another issue expressed by stakeholders which plays a role in the decision to engage in any consolidation.

Given the recent history of the local agencies being able to successfully coordinate DAR without actual consolidation, it would be prudent for the local agencies and transit providers to continue on the existing path of coordination, not consolidation, while maintaining separate policy control and governance of their DAR systems. This would continue to allow flexibility in how service is planned and delivered, and how the service is funded.

VI. RECOMMENDED DIRECTION

At this time, the current administrative and service structure (status quo) is recommended as the preferred alternative. This is supported by several findings made in this study. One is that the DAR providers in the Humboldt Bay Area have already taken advanced steps to coordinate and improve the service to assist transit users, as reflected in such features as uniform ticketing, more seamless intercity service, and a 24-hour trip reservations program. Another is that the existing DAR services have shown cost efficient and cost effective performance for such indicators as operating cost per hour and operating cost per passenger. As cost savings would be one main factor to justify consolidation, it might be difficult to create greater cost efficiencies in the short term from consolidation when start-up costs are also taken into account. In addition, technical, staffing and resource capability by a lead agency for consolidation would need to be weighed against funding constraints and other barriers.

While full consolidation is not recommended, a set of recommended steps is provided to further improve the current coordination efforts of the DAR/DAL providers in the Greater Humboldt Bay Area. The strategies would enhance current efforts among the local jurisdictions to further implement the coordination model. Significant cost savings is not projected to occur from these recommendations, nor are they intended to do so. One objective of the strategies is to establish a more concrete basis for coordinating DAR/DAL on a regional scale in the Humboldt Bay Area including greater standardization of some administrative functions. Another objective of the strategies is to help secure greater opportunities for improved collaboration and coordination with other transportation and mobility management efforts being pursued on a countywide level.

Strategy 1: Establish a Dial-A-Ride/Lift Technical Advisory Group to specifically address DAR policy and coordination issues.

The creation of a technical advisory group comprised of the parties currently providing DAR/DAL in the Humboldt Bay Area will further promote coordination efforts and policy development. The group might initially consist of representatives from the cities of Eureka (Finance Director) and Arcata (Transit Manager), the General Manager of HTA, the Executive Director of HCAOG, and representatives from CAE and HCAR. This group could be developed under the umbrella of the HCAOG Service Coordination Committee or Social Service Transportation Advisory Council (SSTAC) and convene on an as-needed basis before or after SCC or SSTAC meetings, or at separate times. As an alternative, the advisory group might be formed as a subcommittee under HTA, with HTA becoming the lead agency of the group. However, this arrangement may require an amendment to the existing JPA to enable such a subcommittee under HTA.

While ideas about service are currently shared at the SCC, the advisory group would focus specifically on developing, recommending and supporting DAR policies and operational coordination such as fares, vehicle procurement, service planning, transit training, cooperative

agreements, management and funding. As an option, the technical advisory group might integrate fixed route services into the discussion. In turn, the representatives on the advisory group would report back to their respective city councils/boards for formal policy adoption.

The on-going effort to coordinate DAR policies could be formalized through a Memorandum of Understanding (MOU) signed by each party that would commit each agency to work on policy and coordination issues. The MOU would describe the purpose, objectives and methods for collaboration, cooperation and coordination, and provide a strong and permanent foundation. A sample of such an agreement which expresses each party's intent to collaborate and coordinate is contained in the Appendix. Other examples of various interagency agreements to enhance coordination are also provided.

Strategy 2: Standardize Some Administrative Functions.

This strategy could be one outcome of the DAR technical advisory group. While coordination already exists among the transit agencies and operators, there should be standard data reporting protocols and clear assignment of responsibilities for providing uniform services on a regional scale. As described earlier in the study, each of the three service contracts requires specific performance data be provided. The data is first collected by the private contractors who submit them to HTA, which then submits the data to the respective local jurisdiction per the contract provisions. While there are some similarities in the data, there are also differences among the performance measures and indicators in each report. Because the DAR services offered in the study area are very similar to each other, there should be agreement by the technical advisory group members on one standard reporting format that includes key performance statistics. The standardization into one reporting format, rather than the current three, should increase efficiencies in the collection, preparation and review of DAR performance.

A lead agency for some administrative functions should also be clearly identified with support offered as needed by the other local jurisdictions. Operational features such as ADA eligibility certification, grant writing, vehicle procurement, customer service, service planning and analysis, and preparation of required State/Federal reports, are some areas where one agency could provide the lead, or split among other lead agencies with clear responsibilities. The concept is to streamline and centralize administrative activities where appropriate and technical resources are available, which could culminate into some cost savings. Taking the lead on certain functions requires having the administrative, managerial, technical, capital and/or funding resources available. The potential constraints and limitations of the affected agencies to assume the lead are a matter of policy and appropriate allocation of resources among the agencies. The technical advisory group could provide the forum from which these decisions are made.

Strategy 3: Coordinate Dial-A-Ride within the Framework of Countywide Mobility.

Consolidation of DAR services into a larger entity could create barriers and reduce flexibility to adapting to other mobility efforts being pursued by other local agencies. By coordinating independent DAR services rather than consolidating systems, a degree of flexibility remains for the local jurisdictions in the Humboldt Bay Area to adapt to potential new mobility programs.

Currently, the priority for DAR/DAL is to continue meeting ADA requirements and providing complementary service to the local fixed route. However, coordination of DAR service could be planned in the context and vision of being integrated into broader transportation and mobility options beyond the borders of the Humboldt Bay Area. For example, the DAR technical advisory group, in consultation with other stakeholders, might explore additional relationships with social service agencies and local Native American tribes and determine a provider that could effectively provide the trips. For example, the use of volunteers to provide certain trips might be a mobility option that could complement existing services.

This strategy to coordinate DAR/DAL within the framework of countywide mobility is recommended to ensure service and institutional flexibility as other efforts are underway to provide more countywide transportation coordination.

VII. PUBLIC COMMENTS

Public comments were received during a public review of the report. HCAOG staff forwarded three sets of comments that are included in this section for which a response is provided as applicable. Each comment is listed followed by the consultant's response in relation to the context and findings of the report.

Comment 1:

Provided by:

Larry Pardi, Transportation Superintendent
Public Works Department, City of Arcata

"Overall I believe PMC did an effective job in identifying and describing Humboldt's existing DAR operation. Based on our current multiple agency structure and available funding, PMC's recommended alternative is the status quo (If it isn't broke, don't fix it). When resources and funding situations for each agency dictates, we will then need to consider other recommended alternatives.

Two specific items I will comment on are the reference to Door-to-Door service and CTSA designation. Our DAR service has primarily been a Curb-to-Curb service and not providing passengers "to the door" or "through the door" service. Also, the report indicates HCAR is providing a valuable service to some areas of Humboldt County that are not currently serviced by complementary DAR programs. According to the passenger statistics, HCAR, (Current CTSA) administers and services a small percentage of the overall riders in the county. If HCAR were to be considered for more overall mobility management involvement, it would make more sense. I have no issues with HCAR getting as much funding as available to provide this much needed service. If HCAR remains the county's CTSA, I would hope that they are able to take on more county-wide involvement along with any appropriate funding."

Consultant Response: This Dial-A-Ride/Lift study is the result of a recommendation from the most recent Transportation Development Act performance audit of HCAOG (June 18, 2008). The performance audit generated a recommendation that the Greater Humboldt region investigate means or models for consolidating a complex multiple contract DAR/L program. As such, the study's framework has been on the administrative structure of the existing DAR/L contracts and current levels of coordination among the entities to provide general public DAR/L. This study provided multiple consolidation models for DAR/L in the Humboldt Bay Area that address concepts of coordination, consolidation, alternative transportation options, and CTSA functions. The entities currently providing DAR/L in the Humboldt Bay Area have demonstrated a level of coordination that has created a more seamless demand response service for the general public than the more fragmented services offered in the past. The issues of overall mobility management is another topic much greater in scope and geographic

coverage that requires further review and discussion. However, the models presented in this report provide a basis for furthering that discussion. In addition, case studies that support each model provide information on how other communities have addressed consolidated demand response services. These case studies are contained in the appendix to the report.

Comment 2:

Provided by:
Cindy Calderon
Systems Change Advocate
Tri-County Independent Living

“Dial A Ride dispatchers are often rude. They have been rude to me several times, and even worse, to the consumers. In times of great emergency, they are of no help. Incident; a consumer called Tri County in the middle of a medical emergency and he needed to go to the ER. Dial A Ride refused because he had not scheduled his ride inside the required 24 hr timeframe. My Executive Director sent over money to the consumer, so that he could take a cab. Cab, Ambulance and Dial A Ride services are owned/run by same person.”

Consultant Response: The comments are operational in nature and should be addressed by the appropriate providers of the service.

Comment 3:

Provided by:

Noelle Melchizedek, Senior Planner
Natural Resources Services Division, RCAA



Simpson-Vance House 1892

April 14, 2010

Humboldt County Association of Governments
Attn: Marcella Clem, Interim Executive Director
427 F St, Suite 200
Eureka, CA 95501

Dear Ms. Clem,

Thank you for the opportunity to review the Draft Dial-A-Ride/Dial-A-Lift Consolidation Study (Study). The Natural Resources Services Division of the Redwood Community Action Agency has been involved in public and human services transportation coordination planning efforts since 2005. Our focus has been on improving transportation security and equity for all residents of Humboldt County, and especially those without access to consistent or reliable transportation and/or those who cannot or will not drive. RCAA's mission is to improve community self-sufficiency among low-income populations. What follows are specific comments about the recommendations in the Study.

- In Strategy 1, the Study recommends the establishment of a Dial-a-Ride Technical Advisory Group (DARTAG), which would specifically address DAR policy and coordination issues. Suggested members of this group include the Cities of Eureka (Finance Director) and Arcata (Transit Manager), the General Manager of HTA, the Executive Director of HCAOG, and representatives from CAE and HCAR. The Study acknowledges that these positions (with the exception of the City of Eureka Finance Director) currently attend the HCAOG Service Coordination Committee, the Social Services Technical Advisory Committee, or both. Our comment is that the consultant should closely examine the efficacy of another committee being created that involves these positions. Both Committees are meant to provide forums for the coordination of services. According to the Social Services Transportation Improvement Act of 1979 (AB 120), the designated Consolidated Services Transportation Agency's (CTSA) explicit purpose is to consolidate or coordinate social service transportation for the benefit of social service recipients. As designated by HCAOG, the Humboldt Community and Access Resource Center (HCAR) is the CTSA. California Government Code Section 15951 specifies the following benefits of consolidating or coordinating social service transportation under a CTSA:
 - (a) Combined purchasing of necessary equipment so that some cost savings through larger number of unit purchases can be realized.
 - (b) Adequate training of vehicle drivers to insure the safe operation of vehicles. Proper driver training should promote lower insurance costs and encourage use of the service.

- (c) Centralized dispatching of vehicles so that efficient use of vehicles results.
- (d) Centralized maintenance of vehicles so that adequate and routine vehicle maintenance scheduling is possible.
- (e) Centralized administration of various social service transportation programs so that elimination of numerous duplicative and costly administrative organizations can occur. Centralized administration of social service transportation services can provide more efficient and cost effective transportation services permitting social service agencies to respond to specific social needs.
- (f) Identification and consolidation of all existing sources of funding for social service transportation services can provide more effective and cost efficient use of scarce resource dollars. Consolidation of categorical program funds can foster eventual elimination of unnecessary and unwarranted program constraints.

Please note item (e) above. It appears the creation of a DARTAG would be duplicative in and of itself, as there is already an agency in Humboldt County designated to perform coordinating (or consolidating) duties, and that agency is also one of the providers of DAR/DAL services in the Humboldt Bay area. Please have the consultant provide information regarding how and why the creation of another, separate coordinating entity would be necessary.

Consultant Response: As described in the report, the recommendation to establish a Dial-A-Ride Technical Advisory Group would be one that involves parties that will focus on the technical aspects of demand response coordination and policy development in the Humboldt Bay Area. The group would collectively address service issues and develop policies for general public DAR/L and ADA complementary paratransit. CTSA functions for social service transportation could be another potential area that the technical advisory group could address. The CTSA would be a participant in the technical advisory group; however, the intention of the group would not be solely about CTSA related functions as they pertain to social service transportation. As the local jurisdictions are accountable for meeting ADA compliance to their respective fixed route systems, the advisory group would be capable of advancing coordination efforts that continue to meet these federal requirements and create seamless transportation.

At the May 5th, 2010 SCC meeting, the participants discussed an alternative to a new technical group that could link the various interests including the SCC and the SSTAC members. The CAE representative that attends both meetings could become a liaison between the two committees in discussion of DAR/L transportation.

- For the CTSA Model, the consultants recommend that either HTA or another JPA be designated as the ‘co-CTSA’; please provide further explanation as to what duties would be shared or accomplished that are not currently being performed. Part of this explanation should include further analysis regarding which existing agencies are performing at least a portion of the duties of a CTSA, such as providing centralized maintenance of vehicles, as well as the capacity of existing agencies to engage in further coordinating activities. If the consultants found that the existing CTSA does not have the capacity to perform coordinating duties, and neglected to explicitly state so, please ask the consultants to provide an analysis of how their capacity could be increased to perform those duties, or which existing agency potentially could be re-designated as the CTSA and why.

Consultant Response: The co-CTSA model was one option in the review of potential consolidation of DAR/L. A community that successfully utilizes this model is in Fresno County where the Fresno County Rural Transit Agency (FCRTA) is a co-CTSA with the Fresno County Economic Opportunities Commission (FCEOC) for the rural portions of the county. FCRTA, a Joint Powers Authority comprised of the rural cities and Fresno County, administers the general public transit aspects of the service, and works closely with FCEOC which coordinates the social service transportation component of service. FCEOC is a large non-profit organization and also provides contract operations and maintenance services to FCRTA and social service agencies. This arrangement is described as a case study in the appendix to the report.

The consolidation study acknowledges that the models make assumptions about the ability of each existing agency in the Humboldt Bay Area to have the technical, staffing and resource capability to implement the model. The potential constraints and limitations of the affected agencies to implement a model are a matter of public policy and appropriate allocation of resources among the agencies. These decisions will affect each model’s applicability. Historically, the designated CTSA for Humboldt County has had limited success in coordinating social service transportation countywide. If public policy dictates that the current CTSA should have more resources to improve its coordination/consolidation efforts, or to redesignate another agency, then it is a process that is undertaken by HCAOG. This study provides an option for enhancing the CTSA structure, including a suggestion that HTA take on the role of the co-CTSA to coordinate a component of DAR/L. Regardless, new resources will be needed to further CTSA efforts and mobility management.

- In analyzing the alternative models, the consultants cite potential political unwillingness or issues that would be potentially controversial, and therefore do not choose to advance that alternative. Specifically, for the CTSA Model the consultants note “CTSA’s could be eligible to receive a certain portion of [TDA] funding “off the top” before the remaining revenues are distributed to public transit and streets and roads. However, this type of allocation would essentially reduce the level of funding to the local jurisdictions for public transit and streets and roads, an issue that would most likely be controversial” (pg 30). Please provide further support that this would indeed be the case. In order to provide recommendations that truly benefit the Humboldt Bay region, as well as the service providers themselves, please provide further information that clarifies and confirms the level of ‘political unwillingness’ or ‘controversy’ that therefore makes the other alternatives less likely to succeed.

Consultant Response: Within an established formula in the Transportation Development Act (TDA) law, designated CTSA’s are eligible for “off the top” funding of local transportation funds (LTF), one of two funding programs that comprise TDA. HCAOG would review the LTF claim application from the CTSA, make findings, and approve or disapprove the claim which must follow the provisions in the TDA statute. This off-the-top allocation could be up to five percent of countywide LTF funds prior to allocations to local jurisdictions for public transit and street and road uses. With already declining revenues for transportation due to the economy and State budget issues, including for State Transit Assistance Funds (second TDA fund program) that currently pay for CTSA services, allocation of LTF to the CTSA would reduce remaining revenues to the cities and county.

To sustain existing local and regional public transit services with lower LTF, local jurisdictions would need to consider other local sources (e.g. general fund revenues, additional fare revenues, other local support) to backfill the service funding gaps, or reduce service further. The same would be said for street and road programs that rely on LTF. Enabling a CTSA to use LTF revenues which currently fund public transit and streets and roads will be a decision to be vetted by HCAOG as the custodian of the TDA revenues.

- Lastly, while this Study was focused on the Humboldt Bay region, the consultants frequently mention ‘county-wide mobility efforts,’ and in “Strategy 3: Coordinate Dial-a-Ride within the Framework of Countywide Mobility,” recommends that DAR/DAL coordination be planned in the context and vision of being integrated into broader transportation and mobility options beyond the borders of the Humboldt Bay area. “Mobility Management” is a series of transportation coordination strategies that are focused on providing a customer information and technical assistance to them to make the most efficient and cost-effective transportation choice available to

them. Mobility Management goes further than coordinating transportation routes – it also coordinates transportation resources, such as drivers, vehicles, information about services, and more. It serves as a clearinghouse for information about all transportation services in a region – including private, public, and social service transportation.

- Existing Mobility Management efforts are significant and have not been reported by the consultants. The Mobility Management Coalition includes the HTA and A&MRTS system managers; the Area 1 Agency on Aging Director of Services; Executive Director of the McLean Foundation; the Regional Manager of the Humboldt/Del Norte Counties United Way of the Wine Country; a city councilmember; HCAOG staff; City Ambulance staff; Department of Health and Human Services Public Health staff; HCAR’s Director of Transportation; Community Access Advisor; transportation planning consultants; community members; as well as many other social service providers. A ‘job description’ has been by the Coalition as a point of agreement from which a Mobility Management program can be created. And, funding is currently being sought to begin the program.
We agree that any recommendation that is accepted should include a component that strongly encourages coordination activities to support existing Mobility Management efforts, as any Mobility Management program would inherently include DAR/DAL service providers.

Thank you for the opportunity to comment on the Dial-A-Ride/Dial-A-Lift Consolidation Study, We would be happy to answer any questions regarding this comment letter and look forward to the consultant response. Please contact Noelle Melchizedek at 707-269-2056 or noelle@nrsrcaa.org with any questions or comments.

Consultant Response: The third strategy in the consolidation study acknowledges the current and anticipated efforts being undertaken for mobility management. That is the reason this strategy is recommended. Further coordination of DAR/L within the Humboldt Bay Area should be conducted in context with countywide mobility management. There is already a coordinated effort in the Humboldt Bay Area for general public dial-a-ride that allows flexibility for local providers to react to eventual outcomes of a mobility management program. Private and social service transportation are the next aspects of this countywide mobility effort which are being addressed by the Mobility Management Coalition.

HCAOG developed two companion documents in 2002 - the Social Service Transportation Action Plan for Humboldt County, and the Social Service Transportation Inventory for Humboldt County. The Action Plan concluded that many social service activities that bear the greatest potential benefit of consolidation and cost reductions have been implemented. In addition, the Inventory document indicated that social service providers have greater interest in coordination than consolidation, given the understandable situation that program administrators will protect their program interests and mission.

APPENDIX A

Consolidation Case Studies

Administrative Model - Brokerage

The brokerage model is designed to provide an entity that will bring the purchasers of transportation services (clients or agencies) together with providers of transportation, with the goal of providing more efficient and effective transportation service. In this concept, the persons or agencies needing transportation services would contract with the brokerage. The brokerage agency then subcontracts with agencies providing transportation for the needed service. The brokerage may also perform some coordination functions as dispatch, scheduling or maintenance for its subcontracting agencies. In addition, a brokerage may operate some of the vehicles used in the transportation program.

Case Study – Dial-A-Ride Trip Brokerage Coordination in Malheur County, Oregon

Location: Ontario, Oregon

Administrative Structure: Coordinated Brokerage

Sponsoring Organization: Malheur Council on Aging and Community Services (MCOA)

Background:

The Malheur Council on Aging and Community Services (MCOA) is a non-profit organization that provides coordinated transportation services to elderly and disabled residents of Malheur County, Oregon, as well as three counties in neighboring Idaho. MCOA is the sole provider of public transportation services in the Malheur County region. Dial-a-ride services in the region provide approximately 17,000 annual trips.

In 1990, a needs assessment study conducted in Malheur County identified transportation as the number one gap in social services in the county. As a result, the Malheur County Board of Commissioners established a Special Transportation Advisory Council to work with transportation issues for the elderly and disabled persons in the area.

Also in 1990, MCOA encouraged the county to apply for state grant funding from a statewide tax on cigarette sales, which would serve as seed money for the development of a coordinated special needs transportation network in Malheur County. These funds allowed for the creation of the Malheur County Special Transportation System (MCTS), a demand-response system operated in partnership with Malheur County, MCOA, several area senior centers, and the Oregon Department of Human Services. MCOA serves as lead agency of the partnership.

MCOA has established agreements with local nursing homes, senior centers, mental health organizations, and workshops for the developmentally disabled to provide transportation for their clients. MCOA also provides a centralized dispatch center to take trip reservations for clients of participating agencies; providing dispatch services for volunteer drivers with the Oregon Department of Human Services, and senior centers in the cities of Vale and Nyssa. If these agencies cannot provide transportation through their own vehicles, MCTS will schedule the trips on their own vehicles.

Through the coordinated brokerage system provided by MCOA, staffing resources were consolidated, transportation services were available to a larger percentage of the elderly and disabled population, and the region gained better access to state operating and capital funds because MCOA was recognized as a well-established transportation provider. Also, close coordination between MCOA and Malheur County resulted in costs savings as insurance for service vehicles and operation was shifted from each service provider to Malheur County.

Funding Mechanisms:

The primary source for operational funding to MCOA is revenue collected from service contracts with social service agencies, senior services, and medical organizations. In return for the provision of transportation services, MCOA requires that participant organizations release 100% of their available transportation funding to MCOA. The second largest funding source is from the State of Oregon's Special Transportation Formula funds. Malheur County applies for state funding to purchase vehicles that are used by MCOA.

Policy-Making Structure:

The Special Transportation Advisory Council was established by the Malheur County Board of Commissioners to deal with issues related to rural elderly and disabled transportation needs. The Council meets on a quarterly basis to discuss issues related to service gaps, funding, and fares. The Council is staffed by MCOA, and consists of representatives of social service agencies, nursing homes, Head Start programs, county and state representatives, senior center employees, and users of senior and disabled transportation services.

Case Study – Brokerage Coordination in Buffalo County, Nebraska

Location: Kearney, NE

Administrative Structure: Coordinated Brokerage

Sponsoring Organization: Buffalo County Community Health Partners Transportation Goal Work Group

Background:

Buffalo County, Nebraska is located in south central Nebraska, in the heart of Nebraska farmland. The County's only city is Kearney, which has various medical and shopping facilities. With many residents traveling to Kearney from across the county, transportation was always an issue.

In 1996, several committees were established to look at transportation issues in Buffalo County. Lack of coordination among existing transportation services was seen to be a critical factor in providing viable transportation alternatives. At that time, a new working group was established, the Buffalo County Community Health Partners Transportation Goal Work Group, with the mandate to develop a plan to coordinate transportation resources and eliminate duplication of transportation planning efforts in the rural county.

After four years of work on the project, RYDE Transit was established in January 2000. RYDE Transit is the first brokered transit system to operate in Nebraska. The idea behind of RYDE Transit was to use existing community resources to meet rural transportation needs. RYDE Transit provides coordinated dispatch services for a fleet of vehicles located in communities throughout Buffalo County. Passengers are requested to call in to the central dispatch number to schedule rides, which are then assigned to the vehicle fleet operating in that area of the county.

The benefits of this coordinated brokerage approach in Buffalo County have been improved service efficiency and resource utilization through coordinated dispatching, expanded days of operation to rural residents outside of Kearney, and increases in ridership from 11,000 annual riders prior to RYDE Transit service to approximately 50,000 annually in the county after a year of operation.

Funding Mechanisms:

Funding is received from Job Access and Reverse Commute (JARC) grant funds, state gas tax funding, and state and local general funds.

Policy-Making Structure:

The Community Action Partnership of Mid-Nebraska, the local community action agency, serves as the lead agency and provides office space, pays staff salaries, and provides executive direction to the transit operation.

The Buffalo County Community Health Partners Transportation Goal Work Group and the Nebraska Department of Roads Transit Division act in collaboration to provide policy-making direction and leadership for RYDE Transit.

Administrative Model - Coordination

The coordination service model is based on the concept of bringing two or more agencies together for joint conduct of one or more functions. Usually these efforts are formalized through some type of contract between the agencies establishing the manner in which functions will be shared, how operating and administrative costs are allocated, etc. In the administrative function, coordination may include joint scheduling or dispatching; and in maintenance, coordination could include elements such as sharing vehicle storage facilities.

Case Study – Coordinated Paratransit Service in the East Bay Region of the San Francisco Bay Area, California

Location: Oakland, CA

Administrative Structure: Coordination between regional transit operators.

Sponsoring Organizations: Alameda/Contra Costa Transit (AC Transit) Accessible Services Department and Bay Area Rapid Transit (BART) Paratransit Programs.

Background:

East Bay Paratransit Consortium is a public transit service for people who are unable to use regular buses or trains, like those operated by AC Transit and BART, because of a disability or a disabling health condition. The two agencies formed a Joint Powers Agency to work cooperatively to provide ADA paratransit in their overlapping service areas for individuals who are eligible. East Bay Paratransit transports riders from their origin to their destination in vans equipped with a wheelchair lift or in sedans. East Bay Paratransit was established by AC Transit and BART to meet requirements of the Americans with Disabilities Act (ADA).

East Bay Paratransit serves 18 cities along the east side of San Francisco Bay, including trips into San Francisco. Service is provided during the hours of AC Transit's bus and BART's rail operations. Service is limited to areas within ¾ mile of an operating bus route or BART station.

AC Transit and BART have private sector partners with whom they contract to provide East Bay Paratransit service. At this time, there are five separate private contractors. One serves as the “paratransit broker” and handles eligibility, reservations, scheduling, customer service, and management of the service providers. Three additional contractors are the service providers who are selected by and report to the paratransit broker. The last contractor provides general administration, reporting and coordination services between the contractors and the AC Transit and BART staff. AC Transit also provides vehicles and direct operations for some paratransit service that is managed by the paratransit broker, much like for the other three private service contractors.

East Bay Paratransit established a rider advisory committee to work with management staff even before service began. This committee, known as the Service Review Advisory Committee (SRAC), has been a part of the ADA paratransit program since 1995. A contracted East Bay Paratransit Program Coordinator facilitates the Rider Advisory Committee, fields interagency inquiries, prepares reports, and conducts community outreach. The Program Coordinator also reports separately to the full AC Transit and BART Boards, as there is no separate board that comprises the JPA.

The 16 member committee consists of twelve East Bay Paratransit users from all parts of the service area, and four other members and individuals from city programs or social service agencies that have ADA riders as clients.

SRAC members work with management staff on issues such as:

- Developing changes to procedures or policies
- Reviewing budgets and funding claims
- Providing input on updates to East Bay Paratransit documents and correspondence
- Observing driver training
- Outreach to people with disabilities who need to know about paratransit

In addition, the SRAC offers a public forum for the community to bring their comments or concerns about paratransit service issues.

Funding Mechanisms:

East Bay Paratransit is funded primarily by AC Transit and BART. Based on a cost model, AC Transit contributes about 69% of annual operating costs while BART provides 31%. Paratransit is also partially funded by an Alameda County voter approved half-cent transportation sales tax, called Measure B. Oversight and distribution of funds from this measure is provided by the Alameda County Transportation Improvement Authority (ACTIA) . Each year, East Bay Paratransit receives 4.53% of revenues generated from this tax for operations.

Policy-Making Structure:

Both AC Transit and BART work cooperatively to provide ADA paratransit in their overlapping service areas for individuals who are eligible.

Case Study – Coordinated Service and Dispatching in Holmes County, Ohio

Location: Millersburg, OH

Administrative Structure: Coordinated Trip Planning & Dispatching

Sponsoring Organization: Holmes County Commissioners

Background:

Holmes County Transportation Coordination (HCTC) is a demand responsive, curb-to-curb, advanced reservations, shared ride transportation service that is provided for participating agencies in Holmes County, Ohio.

In October 1997, the Holmes County Board of Commissioners established a Plan of Cooperation with the Holmes County Department of Job and Family Services to implement the Ohio Works First program bringing together all county resources including government, business, educational institutes, public and private community services, and social and religious organizations to help move county welfare recipients into the mainstream workforce.

Subsequent to the development of the Plan of Cooperation, a committee was formed to create a work plan containing an inventory of existing transportation providers, unmet transportation needs, alternative solutions, a transportation strategy, and resources required to implement this strategy. With this as a guide, committee members were able to identify short and long-term strategies that would help achieve the goals of reducing transportation as a barrier to citizens seeking to obtain work and improve transportation for the region as a whole.

The strategy selected involved hiring a transportation coordinator to facilitate the coordination effort between agencies, to help reduce route duplication, and encourage the sharing of vehicles and resources to meet the needs of agency clients. The coordinator would identify transportation providers countywide and in adjacent counties and pinpoint gaps in service, help clients develop personal vehicle ownership options, explore the potential for central dispatching and improvement of driver training. The plan also called for committee members and the transportation coordinator to work with agencies interested in expanding coordination efforts.

The Holmes County Transportation Coordination (HCTC) began operating, coordinating, and scheduling transportation services on April 13, 2000. To begin coordination, agreements were established between 23 agencies that previously did not coordinate service in any way.

HCTC takes all trip reservations and is responsible for vehicle scheduling. HCTC will contact each participating agency to assign their specific trips. This coordination of the reservation process reduces service duplication and has increased service levels.

Funding Mechanisms:

All participating agencies must provide funding to HCTC. This requirement has kept some agencies from participating as they are reluctant to turn over their funding to HCTC.

Policy-Making Structure:

The Holmes County Board of Commissioners is the policy-making body for the Holmes County Transportation Coordination. County commissioners have key decision-making authority on services provided, fares, and funding. The Operations Director is hired by the Board to manage day-to-day operations, and reports directly to the Board.

Case Study – Restructuring Dial-A-Ride in Minnesota

Location: St. Paul, MN

Administrative Structure: Service Coordination

Sponsoring Organization: Minnesota Metropolitan Council

Background:

The Minnesota Metropolitan Council, which provides oversight of transit services in the greater Minneapolis-St. Paul area, has worked with the jurisdictions in its region to develop a coordinated service approach that provides for flexibility in program administration while establishing a coordinated framework for service operation.

Working with each of the seven counties in the metropolitan region, the majority of which are rural in nature, the Metropolitan Council developed a plan to restructure regional dial-a-ride services within the seven-county area. The goal of the plan is to provide improved coordination between dial-a-ride services, and to allow more people to use these services without increasing overall program costs. A total of 14 dial-a-ride programs within the seven-county area serve approximately 450,000 riders annually.

Under the restructuring plan, all existing dial-a-ride contracts within the seven-county area will be discontinued in 2010. Existing regional funds will be reallocated to each county based on a formula that considers factors such as population, size of service area, and the transit-dependent and disabled population in the county. Each county will then be able to either administer and directly operate or competitively procure dial-a-ride service on their own, or defer to the Metropolitan Council to procure an operator and provide administrative oversight.

A key feature agreed upon by the participating counties is the development of a consistent set of operating parameters throughout the region. These parameters include elements such as single phone number for reservations, consistent hours of operation, a uniform window for advance reservations, and a single fare structure for all dial-a-ride services.

Funding Mechanisms:

Currently, the Metropolitan Council provides approximately \$5 million in funding for dial-a-ride programs throughout the seven-county region, often augmented by local funds. Regional funds will be reallocated on a formula basis that will consider factors such as population, size of service area, and the transit-dependent and disabled population in the county.

Policy-Making Structure:

Policies for the administration and operation of dial-a-ride service in the region will be developed by a coordination advisory committee with representatives from each of the seven counties and the Metropolitan Council. This body will have the authority to implement the restructuring plan and provide ongoing oversight.

Administrative Model - Consolidation

The premise of the consolidation model is to bring all transportation service functions in a region under the control of a single entity. In this concept, one agency acquires all the service vehicles operated by individual providers, performs all administrative, vehicle operations, and maintenance functions, and sells its services to any agency needing client transportation.

Case Study – Consolidation of Transportation Services in Mendocino County, California

Location: Ukiah, CA

Administrative Structure: Transit operations, coordination of specialized services, and mobility management.

Sponsoring Organization: Mendocino Transit Authority

Background:

The Mendocino Transit Authority (MTA) is a Joint Powers Agency (JPA), which was formed in 1976 by the County of Mendocino and four incorporated cities: Fort Bragg, Point Arena, Willits and Ukiah. MTA is the sole public transit operator in the region. The JPA is responsible for the daily operation of the bus system and related policy decision-making. The MTA Board of Directors meets monthly to decide on operational and policy issues. A General Manager coordinates the system and oversees its day-to-day operations.

MTA also serves as the Consolidated Transportation Services Agency (CTSA), (as designated by MCOG on December 7, 1981). MTA's main facility is located at the south end of Ukiah, and houses MTA administration, maintenance, and the centralized dial-a-ride dispatch, as well as serving as the operation base for the Inland Services. Because of distance, the South Coast Service and North Coast Service are operated from separate sites.

The MTA service area covers a total of 2,500 square miles (out of total County area of 3,510 square miles) and encompasses three distinct regional divisions – the South Coast, North Coast, and Inland service areas. Fixed route service is available throughout most of Mendocino County, but is concentrated in the more heavily populated inland areas. Demand responsive transit service is available in Ukiah and Fort Bragg through general public dial-a-ride services. MTA recently implemented the Willits Rider which is a flex route service designed to also respond to dial-a-ride requests. This service replaced the Willits Dial-A-Ride.

MTA also funds specialized transportation for seniors and persons with disabilities through contracts with six senior centers. MTA distributes Transportation Development Act funds to senior centers to support specialized transportation services including service to senior meal programs. The senior centers include Anderson Valley Senior Center, Redwood Coast Senior Center, South Coast Senior Center, Ukiah Senior Center, Willits Senior Center, and Indian Senior Center.

Additional “hands on” services are provided for the disabled and seniors. Senior Center transportation includes assistance “door-through-door” rather than the “curb-to-curb” service offered by Dial-A-Ride. MTA assists Senior Centers with the process of selecting and purchasing new vehicles and provides vehicle storage, servicing and fueling for those with access to its Ukiah headquarters.

In FY 2004/05, the Mendocino Transit Authority (MTA) updated its Five Year Transit Improvement Plan, covering the period of FY 2005/06 – 2009/10. A new updated transit improvement plan will be conducted in the near future. The Final Plan (April 2005) includes goals, policies, and objectives which reflect current priorities and provide future direction. One of the recommendations in the transit plan is to establish a Mobility Manager Function within MTA.

Funding Mechanisms:

MTA receives its primary funding from the Local Transportation Fund generated through the Transportation Development Act (TDA). This revenue comes from a 1/4% Mendocino County sales tax that is allocated annually to transit and other transportation programs by the Mendocino Council of Governments (MCOG).

Policy-Making Structure:

The MTA Board of Directors meets monthly to decide on operational and policy issues. A General Manager coordinates the system and oversees its day-to-day operations.

Case Study – Consolidated Services in Merced County, California

Location: Merced, CA

Administrative Structure: Joint Powers Agreement

Sponsoring Organization: Merced County Department of Public Works

Background:

Merced County Transit (MCT) was created in January 1995 through a consolidation of the Merced County Regional Transit System (fixed-route and dial-a-ride), the Merced City Shuttle (fixed-route and dial-a-ride), and dial-a-ride service in the City of Los Banos. The consolidated system was established through the adoption of a joint powers agreement between Merced County and the cities of Merced, Los Banos, Atwater, Dos Palos, Gustine and Livingston.

The purpose of consolidation was to better address local unmet transit needs. There was little coordination between the systems, and it was believed that by consolidating responsibilities under one system, many of the issues facing each agency, such as low public input, service coordination and transfers could be addressed.

The consolidation efforts were spearheaded by local city council members in Merced and several Merced County supervisors. There was broad political support, and all decision making was based on a consensus building effort among mayors, council members and county

supervisors. This consensus building approach has been continued since consolidation, and the cooperative relationship between jurisdictions has lessened concerns that individual cities or the county might lose the ability to be a part of the policy-making process on issues that affect their residents.

With the establishment of a joint powers agreement, no new agency was created. The Merced County Department of Public Works was assigned responsibility for administering and managing transit service as well as vehicle maintenance. The county transportation manager continued to manage transit service, and an assistant position was created. The transportation coordinator from the City of Merced was transferred to the county. Merced County provides administrative support to MCT.

The consolidation provided benefits to county residents by reducing fares, providing improved access to employment centers, health care facilities and shopping areas. Local merchants supported the service consolidation, and a new name and logo promoted the visibility and image of transit in the county. Ridership increased by 40% in the first year of operation. The consolidation also reduced administrative costs, and allowed for a reduction in service duplication.

Funding Mechanisms:

Under the joint powers agreement, each participating agency agreed to provide a guaranteed level of TDA funding for a minimum level of transit service in their jurisdiction. The cost-sharing agreement is based on the number of service hours provided. A participating agency may increase the level of service provided to their jurisdiction under two conditions: (1) the availability of additional buses, and (2) the financial capacity to contribute additional funds needed to operate the increased service.

Policy-Making Structure:

The JPA policy board consists of five representatives from the County Board of Supervisors and one representative from each of the six cities. It is the same board as the local County Association of Governments.

Case Study – Consolidated Services in Lake County, California

Location: Lake County, CA

Administrative Structure: Joint Powers Authority

Sponsoring Organization: Lake Transit Authority (LTA)

Background:

In October 1995, the Lake County/City Area Planning Council adopted the transit development plan which recommended the formation of a transit authority to provide transit service in Lake County through a Joint Powers Agreement. Establishment of the Lake Transit Authority (LTA) was approved by the County and the two incorporated cities in December 1995. The new organization consolidated dial-a-ride services, which had operated in Clearlake and Lakeport since July 1981, and the countywide North Coast Opportunities Transportation Services, which began offering services to senior citizens as Lake County Senior Transportation in 1976. LTA was designated as the Consolidated Transportation Services Agency for Lake County.

Lake Transit Authority contracts for administrative, management, operating, and maintenance services. The Executive Director carries out the administrative responsibilities of the authority pertaining to policy board records, review of contracts, and similar matters. The Transit Manager is responsible for service planning and implementation, including service design, bus and equipment procurement, contract administration, marketing, data analysis, report preparation, community relations, and liaison with state, federal, and local governments on matters such as civil rights, vehicle emissions, bus stop locations and street signage. The Transit Manager also prepares all applications for state and federal funding, develops budgets, monitors accounting records, and prepares statistical data for State Controllers Reports.

As the Consolidated Transportation Service Agency (CTSA) for Lake County, LTA is committed to supporting and providing services that coordinate or consolidate various transportation needs for social service programs. In the past, program transportation has been provided at a subsidized cost, at rates that did not consider administrative expense or capital replacement cost. LTA will continue to offer program transportation, but services will be based on fully allocated costs.

Funding Mechanisms:

The bulk of revenue available for transit services is generated locally through the Local Transportation Fund. The transit system utilizes passenger fares, auxiliary advertising revenue, Transportation Development Act funds, and various Federal Transit Act (FTA) funding sources.

Policy-Making Structure:

The LTA Board of Directors decides on operational and policy issues. A General Manager coordinates the system and oversees its day-to-day operations.

Case Study – Consolidated Services in Butte County, California

Location: Butte County, CA

Administrative Structure: Joint Powers Authority

Sponsoring Organization: Butte County Association of Governments (BCAG)

Background:

In late 1999, representatives from Butte County, along with cities, towns and transit agencies located in the county began to explore opportunities for consolidating the transit services operated in the county. The Butte County Association of Governments (BCAG) led the consolidation effort, with assistance from the various county and local jurisdictions. Service consolidation was being reviewed in an effort to improve service quality and to reduce the overall cost of transportation service in the county.

Over the period of one-year, a study group identified an outline of how a consolidated structure might work. The preferred organizational model was a joint powers authority, which would provide the ability for all included jurisdictions to participate in decision-making. The Butte County Association of Governments was recommended as the administrative agency.

There were several benefits seen if county-wide transportation services were consolidated, including an estimated \$140,000 reduction in annual administrative costs between the participating transit systems, and improved service quality. However, challenges to consolidation included a reluctance of policymakers in Chico to surrender oversight power to a board consisting of a higher proportion of elected officials from rural areas, and the development of a methodology to share operating costs that was agreeable to all participating jurisdictions.

B-Line service began in July 2005. The B-Line (Butte Regional Transit) is Butte County's consolidated transit system that provides urban and rural fixed route service and provides complementary Paratransit service in accordance with the Americans with Disabilities Act (ADA). B-Line provides trips locally in Chico, Oroville, Paradise, or to travel between communities throughout Butte County. BCAG is also the administrative and policymaking agency for the B-Line.

The Transit Administrative Oversight Committee was established as a result of the transit consolidation. This committee includes administrative and other staff representatives from the county, cities, town and BCAG. This Committee meets as necessary to review and provide

guidance concerning the B-Line transit service. The Committee also provides recommendations to the BCAG Board of Directors on the Annual Transit Service Plan and Budget and other transit issues that may arise during the year that are not included in the Plan. All transit policy issues, transit service and operating matters are reviewed with this Committee prior to a recommendation being made to the BCAG Board of Directors.

Funding Mechanisms:

B-Line services are funded by a variety of sources. Farebox revenue accounts for approximately 10% of operating costs in rural areas and 20% in urban areas, as required by law. Federal Transit Administration (FTA) Section 5307 contributes up to 50% funding of fixed route operating costs in the Chico urbanized area. FTA Section 5311 funds are available for funding a smaller portion of the rural fixed route service. The remainder of B-Line services is funded by the cities, town and county from their apportioned TDA funds based on a funding formula approved in BCAG's JPA.

Policy-Making Structure:

The study group recommended a joint powers authority as the preferred organizational model. This would provide the ability for all included jurisdictions to participate in decision-making. Based on their existing interaction with jurisdictions across the county, the Butte County Association of Governments was recommended as the administrative agency.

Administrative Model – Consolidated Transportation Services Agency (CTSA)

In 1979, the State of California authorized county or regional transportation planning agencies to designate Consolidated Transportation Service Agencies (CTSA) within their service areas for the purpose of consolidating or coordinating social service transportation for the benefit of social service recipients.

The purpose of developing CTSA's was to improve the quality of transportation services to low mobility groups while achieving cost savings, lowered insurance premiums and more efficient use of vehicles and funding resources. Designation of CTSA's were seen as a flexible mechanism to deal with the problem of inefficient and duplicative social service transportation programs that proliferated due to a dramatic increase in the number of social service programs offered by government agencies and private nonprofit organizations to meet their clients' mobility needs.

Legislation enabling the designation of a CTSA specifies the following benefits of consolidating or coordinating social service transportation:

- Combined purchasing of necessary equipment so that some cost savings through larger number of unit purchases can be realized.

- Adequate training of vehicle drivers to insure the safe operation of vehicles. Proper driver training should promote lower insurance costs and encourage use of the service.
- Centralized dispatching of vehicles so that efficient use of vehicles results.
- Centralized maintenance of vehicles so that adequate and routine vehicle maintenance scheduling is possible.
- Centralized administration of various social service transportation programs so that elimination of numerous duplicative and costly administrative organizations can occur. Centralized administration of social service transportation services can provide more efficient and cost effective transportation services permitting social service agencies to respond to specific social needs.
- Identification and consolidation of all existing sources of funding for social service transportation services can provide more effective and cost efficient use of scarce resource dollars.

For funding these functions, a CTSA can directly claim up to 5% of the local jurisdiction's Transportation Development Act (TDA) sales tax funds.

Case Study – Consolidated Transportation Services Agency in Sacramento County, California

Location: Sacramento, CA

Administrative Structure: Consolidated Transportation Services Agency (CTSA)

Sponsoring Organization: Paratransit, Inc.

Background:

Paratransit, Inc. was founded in July, 1978, as a single purpose transportation operating agency. The organization was formed with the strong support of the human service community in Sacramento County, California on the premise that an agency focused on a single purpose could better meet the needs of the elderly and disabled population than could the public transit agency, which ran a small parallel service for the disabled on a door-to-door basis.

In 1979, the state of California considered a bill to legislate the concept of coordination of social service transportation throughout the State. Using Paratransit as a model for the concept, Assembly Bill (AB) 120, the Social Service Transportation Improvement Act was enacted into law. This landmark legislation included a provision calling for the designation of a Consolidated Transportation Service Agency (CTSA) in each California county. Paratransit, Inc. was the first such agency designated in California.

The CTSA designation authorized a nonprofit agency like Paratransit to claim up to 5% of the available Transportation Development Act (TDA) funds directly and use those funds “to provide

social service transportation services.” Paratransit received those funds and used them to “seed” a variety of projects that continue to flourish and grow to this day.

- **Partnership Agreements**

Since its designation as CTSA, Paratransit, Inc. has taken a leadership role in coordinated transportation. The Agency has actively sought out human service organizations with which partnership agreements could be crafted. The goal of Paratransit’s CTSA Partnership program is to empower social service agencies to provide transportation services to their clients, thus moving individuals who would qualify for ADA service to lower cost alternatives. In 2008, Paratransit had partnership agreements with 15 agencies in Sacramento County. Each agreement was unique, just as each partner was unique, with variations in staff size, number of drivers, geographical area served, and client populations. There are common elements in the partner relationships as outlined below:

Services Provided by Paratransit, Inc.

Vehicle(s)
Maintenance
Loaner Vehicles
Insurance

Services Provided by CTSA Partners

Drivers
Scheduling and Dispatching
Administrative Staff
Client Eligibility

- **Maintenance**

Paratransit, Inc. initiated centralized maintenance in Sacramento in 1979. This highly successful program has provided vital services to a very broad range of human service agencies for three decades. In 2008, 53 agencies purchased maintenance services from Paratransit, Inc.

- **Central Record Keeping**

A centralized maintenance program normally provides record keeping systems that help to ensure compliance with local laws and regulations as well as agency specific reporting on costs, maintenance intervals, life cycle costs, vehicle replacement timing, schedules, etc.

- **Loaner Vehicles**

A feature of a centralized maintenance program that is often cited as a “life saver” by participating agencies is the use of a loaner vehicle that is similar in size and configuration to the basic vehicles of the participants. This can be very beneficial to small agencies that do not have many or, in some cases, any backup vehicles.

Funding Mechanisms:

Funding for CTSA services comes from the State of California Transportation Development Act (TDA) Article 4.5 apportionment, of which 5% of the county's apportionment is allocated for CTSA-sponsored services. Paratransit, Inc. also receives Job Access Reverse Commute (JARC) and New Freedom grants as well as funding from other sources such as the City and the County of Sacramento and Sacramento Regional Transit.

CTSA partner agencies have a variety of sources used to provide funding of their portion of transportation activities:

- Donations
- Grants, including FTA 5310
- Contract for provision of service
- Private pay participant feeds
- Medical and Medicaid

Policy-Making Structure:

Paratransit, Inc. operates with a Board of Directors consisting primarily of senior staff members of human service agencies in the Sacramento County community.

Case Study – Consolidated Transportation Services Agency in Fresno County, California

Location: Fresno, CA

Administrative Structure: Consolidated Transportation Services Agency (CTSA)

Sponsoring Organization: Council of Fresno County Governments (COFCG)

Background:

The Fresno County Rural Transit Agency (FCRTA) has been co-designated with the Fresno County Economic Opportunities Commission (FCEOC) to serve as the CTSA for the rural area of Fresno County, California. FCRTA serves the general public through a dial-a-ride service, while FCEOC provides group trips through contracts with social service agencies.

In their cooperative roles, FCEOC acts as the lead agency responsible for overall program administration, data collection, liaison with social service agencies, development and implementation of the program budget, and execution of service contracts. FCRTA is the claimant and administrator of state funding for rural CTSA operations. Through this coordinated approach, a centralized process has been developed to promote the efficient and effective operation of general public dial-a-ride service and specialized transportation services for seniors and the disabled in rural areas of Fresno County.

The benefits of coordination include:

- Clarity of roles between the CTSA co-designees
- Centralized administration
- Consolidated funding
- Centralized dispatch
- Centralized maintenance
- Driver training programs
- Combined purchasing

Funding Mechanisms:

Funding for CTSA services comes from the State of California Transportation Development Act (TDA) Article 4.5 apportionment, of which 5% of the county's apportionment is allocated for CTSA-sponsored services.

Policy-Making Structure:

The Council of Fresno County (COFCG) serves as the sponsoring agency, and approves TDA funding claims from the CTSA agencies. Each CTSA agency's board of directors sets policies for the services provided by the agency.

Case Study – Consolidated Transportation Services Agency in Placer County, California

Location: Auburn, CA

Administrative Structure: Consolidated Transportation Services Agency (CTSA)

Sponsoring Organization: Placer County Transportation Planning Agency (PCTPA)

Background:

In 2008, the Placer County Transportation Planning Agency (PCTPA) designated a new Consolidated Transportation Service Agency (CTSA) to serve western Placer County. The new CTSA is called the Western Placer Consolidated Transportation Service Agency.

The Western Placer CTSA is a joint powers agency with the power to provide social service transportation for the western portion of Placer County, including services for the elderly and individuals with disabilities who cannot use conventional public transit services. Western Placer CTSA services went into effect January 2, 2009.

The Western Placer CTSA currently collaborates with Seniors First, Inc., a local not-profit organization, to fund three primary pilot programs: the "Health Express" non-emergency

medical transportation service, the Volunteer Door-to-Door Rides Program, and the Transportation Voucher Program. The CTSA also funds the Placer County Transit Taylor Road Shuttle Service Enhancement Pilot Program; the Transit Ambassador Program, the South Placer Transportation Call Center (with Roseville Transit as the designated operator), and the Retired Dial-a-Ride Vehicle Program.

The three primary pilot programs are intended to provide CTSA transportation service for elderly persons and persons with disabilities who are residents of Placer County and who are not able to use conventional public transit services operating within western Placer County. Each pilot program responds to a unique transportation need not otherwise currently met or met well within a prescribed service area. The term for each pilot program would be two calendar years: from January 1, 2009 to December 31, 2010. Based on the effectiveness of the pilot programs, a recommendation will be made at that time as to whether or not to continue the program(s), and what changes might be made to improve them.

In summary, the three primary pilot programs are:

- **Non-Emergency Medical Transportation**

Seniors First provides non-emergency medical transportation services, known as “Health Express”

- **Volunteer Door-to-Door Transportation**

Seniors First provides a volunteer door-to-door transportation service, intended for individuals who are not able to use conventional public transit services.

- **Transportation Vouchers**

Seniors First serves as the transportation coordinator managing the transportation voucher program. Transportation vouchers are intended as a funding mechanism to ensure essential last resort non-emergency medical transportation needs of elderly persons and persons with disabilities who would otherwise have no means of transport are met. Seniors First is responsible for evaluating and making approving decisions for each voucher request. Users are matched with the most reasonable and affordable transportation provider if public transit and other options are not available, not appropriate, or not affordable.

Funding Mechanisms:

Funding for CTSA services comes from the State of California Transportation Development Act (TDA) Article 4.5 apportionment, of which 5% of the county’s apportionment is allocated for CTSA-sponsored services.

Policy-Making Structure:

The Placer County Transportation Planning Agency Board of Directors serves as the policy-making body for the CTSA. The Board is comprised of one councilmember from each of the six incorporated cities or towns, two members of the County Board of Supervisors, and one member of the public appointed by the County Board of Supervisors.

Administrative Model – Volunteer-Based Programs

An approach to providing mobility for seniors and the disabled is the use of volunteers to provide transportation to these groups. Volunteer assistance can provide a higher level of personal care that many seniors and disabled persons require. Volunteers can act as escorts, and can also provide trips in rural areas that are too expensive to operate with paid drivers. Often times the use of volunteer drivers is to supplement existing demand response services that utilize paid drivers.

Case Study – Riverside TRIP Social Assistance Transportation Program with Volunteer Drivers

Location: Riverside County, California

Administrative Structure: Volunteer-Based Transportation

Sponsoring Organization: Partnership to Preserve Independent Living for Seniors and People with Disabilities

Background:

The Trip Reimbursement and Information Project (TRIP) in Riverside County, California provides an innovative approach to volunteer transportation for the elderly and disabled. Established in 1993, TRIP is operated by the Partnership to Preserve Independent Living for Seniors and People with Disabilities. One of the goals behind the TRIP program is that people must take responsibility for the outcomes in their lives. As a result, TRIP works closely with clients to develop transportation solutions that maximize the independence of the client.

One of the key features of the program is that TRIP clients can recruit and pay friends and neighbors to serve as their personal drivers, with TRIP providing reimbursement for costs paid to drivers. TRIP also provides assistance in coaching clients on how to solicit assistance from potential drivers (providing an explanation of how the program works, etc.). About 85% of TRIP clients are successful in recruiting a driver. For the remaining 15% of clients, TRIP staff has created a Volunteer Driver Corps by partnering with existing organizations to recruit reserve drivers from within those organizations.

TRIP provides transportation services throughout Riverside County, in both urban and rural areas. TRIP also provides \$1 million in liability insurance coverage for volunteer drivers, in excess of any amounts carried by the drivers.

The TRIP program currently provides approximately 32,000 trips annually in Riverside County.

Funding Mechanisms:

In 1988, Riverside County voters approved Measure A, which provided a half-cent sales tax increase to be used for transportation programs. A portion of these funds is to be allocated annually for special transportation programs, such as TRIP. In 2007, the TRIP program received approximately \$387,000 from Measure A funds. Additional funding is received from grants provided by local transit agencies and Riverside County.

Policy-Making Structure:

TRIP is staffed by the Executive Director of the Partnership to Preserve Independent Living for Seniors and People with Disabilities, and an Administrative Coordinator.

Case Study – Gold Country Telecare Happy Taxi Volunteer Driver Program

Location: Nevada County, California

Administrative Structure: Volunteer-Based Transportation

Sponsoring Organization: Gold Country Telecare, Inc.

Background:

Gold Country Telecare, Inc. was designated a Consolidated Transportation Service Agency (CTSA) by the Nevada County Transportation Commission in August 2000. The non-profit agency provides demand response paratransit service for seniors and ADA qualified individuals in western Nevada County. Trips are provided to enrichment programs, the Senior Center, local adult day care, local medical trips, shopping, and general transportation. The paratransit service area includes the Grass Valley/Nevada City urban area, as well as, the communities of Penn Valley, Rough and Ready, Lake Wildwood, Cedar Ridge, and Alta Sierra.

Among the various senior and disabled services provided by Gold County Telecare is a volunteer based program in which rides are available for ambulatory riders 24 hours a day, 7 days a week, as long as a match can be made between the rider with a volunteer driver. Reservations must be made 48 hours in advance of the requested ride time with the Gold Country Telecare driver coordinator. The agency will match the request with a volunteer driver that is the closest in proximity to the pick-up location. There is a charge of 65 cents per mile as a mileage reimbursement for the volunteer driver.

Gold Country Telecare has expanded and renamed the Neighbor-to-Neighbor Volunteer Driver program to the *Telecare Happy Taxi Program*. This door-to-door, arm-through-arm

service provides transportation to the elderly and individuals with disabilities seeking to maintain their independence, dignity and connection to their community. The expansion of service includes nine drivers located in the Lake of the Pines area of southern Nevada County to complement the volunteer program in the Grass Valley/Nevada City area, providing greater availability of drivers. All volunteer drivers have passed drug tests and background checks.

Funding Mechanisms:

Gold Country Telecare offers supplementary programs to qualified passengers through grants and fundraising. Mileage reimbursement to drivers is made by passengers.

Policy-Making Structure:

Telecare Happy Taxi Program is managed by Gold Country Telecare Inc. and governed by a volunteer Board of Directors.

APPENDIX B

Source Document Reference List

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APPENDIX C

Dial-A-Ride Fact Sheet for Email Blast

Purpose:

The Humboldt County Association of Governments (HCAOG) has commissioned a study to review alternatives to the current administrative delivery of dial-a-ride/dial-a-lift (DAR/DAL) transit services in the Greater Humboldt Bay Area. DAR/DAL are considered paratransit, which provide demand-responsive, door-to-door transportation to those residents such as seniors and disabled persons who are unable to use fixed-route bus transit services. This study is the result of a recommendation from the most recent Transportation Development Act performance audit of HCAOG.

Study Area:

DAR/DAL Service in the Greater Humboldt Bay Area	
Cities	Unincorporated Communities
<ul style="list-style-type: none">• Arcata• Eureka	<ul style="list-style-type: none">• Bayview• Cullen• Elk River• Eureka-Arcata U.S. 101 Corridor• Fields Landing• Humboldt Hill• Manila• McKinleyville• Myrtle town• Pine Hills• Samoa• Spruce Point

Current Structure:

Demand response transit services are funded by four local jurisdictions: City of Eureka, Humboldt County, City of Arcata (including McKinleyville/Humboldt County) and HCAOG (for expanded service to the surrounding unincorporated areas). The HCAOG Service Coordination Committee, comprised of these local agencies and other stakeholders, has been successful in facilitating DAR/DAL coordination such as uniform branding, seamless transport between jurisdictions, reservations and fare structures.

Service is currently contracted out to two private operators: City Ambulance of Eureka (CAE) and the non-profit Humboldt Community Access and Resource Center (HCAR). CAE provides service to Eureka, Arcata, McKinleyville and the Eureka-Arcata U.S. 101 Corridor. HCAR provides service to the expanded unincorporated areas on the Samoa Peninsula and to the south and east of Eureka. The local agency providers contract with the Humboldt Transit Authority (HTA) to administer each of the operator contracts.

HTA is also responsible for printing and verifying tickets, determining rider eligibility, marketing, and ticket sales.

Alternative Models:

Through an analysis of the existing structure and case studies, several administrative models have been suggested for the Greater Humboldt Bay Area DAR/DAL services. The models are classified into three categories: Consolidation, Coordination and Supplemental.

Key Attributes Found in Alternative Models:

- Central Point of Contact for the Public
- Centralized Trip Reservation and Dispatch Functions
- Single Policy-Making Body
- Funding Directed Through a Lead Agency
- Establish Agreed Upon Levels of Service and Costs

DAR/DAL Administrative Models		
Consolidation	Coordination	Supplemental
<ul style="list-style-type: none"> • CTSA • Full Consolidation 	<ul style="list-style-type: none"> • Brokerage • CTSA • Enhanced Coordination (MOU) 	<ul style="list-style-type: none"> • Volunteer

Brokerage: This coordination model is designed to bring the purchasers of transportation services (clients or agencies) together with the providers of transportation. Agencies would contract with the brokerage, which would in turn subcontract with transportation providers. A brokerage may also perform some coordination functions such as dispatch, scheduling or maintenance.

Consolidated Transportation Services Agency (CTSA): This model combines the features of consolidation and coordination. The agencies would consolidate as a co-designated CTSA and partner with the existing CTSA (HCAR) to coordinate DAR/DAL and special services transportation.

Enhanced Coordination (MOU): This coordination model is similar to the current structure. Local agencies would enter into a Memorandum of Understanding (MOU) to further coordinate service and policy while retaining their respective administration/funding levels of each service.

Full Consolidation: All transportation service functions are brought under the control of a single entity. Under this concept, one agency acquires all the service vehicles operated by individual providers, performs all administrative, vehicle and maintenance functions, and sells its services to any agency needing client transportation.

Volunteer: This supplemental approach aims to provide mobility for seniors and the disabled through the use of volunteer drivers. Volunteers can act as escorts and also provide lifeline service to remote and rural areas that are too expensive to operate with paid drivers. Often times the use of volunteer drivers is to supplement existing demand response services.

APPENDIX D

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Christy Snyder
Susan Driscoll
Eunice Noack
Nellie Thompson
Helen L'Annunziata
Pat Quinn
Robin Wolff
Brooke Sayre
Tatiana Ahlstrand
Shelly Mitchell

APPENDIX E

Press Release inviting residents to attend the special meeting of the Social Service Transportation Advisory Council at the Humboldt Municipal Water District in Eureka on Wednesday, December 16, 2009. Meeting notes transcribed by the consulting team.



Humboldt County Association of Governments

FOR IMMEDIATE RELEASE:
December 7, 2009

Contact: Spencer Clifton
(707) 444-8208

PUBLIC INVITED TO REVIEW ALTERNATIVES FOR DIAL-A-RIDE TRANSIT STRUCTURE

EUREKA, CA – Residents are invited to attend the upcoming Social Service Transportation Advisory Council meeting in the conference room of the Humboldt Transit Authority on Wednesday, December 16, 2009, at 1:30 p.m. to take part in a public workshop that will review alternatives to the current administrative delivery of local dial-a-ride and dial-a-lift services.

The Humboldt County Association of Governments (HCAOG) has commissioned a study to review the current administrative structure of the dial-a-ride/dial-a-lift system serving the greater Humboldt Bay area. This study is the result of a recommendation from a recent performance audit of HCAOG. Dial-a-ride and dial-a-lift are paratransit services that provide demand response, door-to-door public transportation to those residents such as seniors and American with Disabilities Act (ADA) certified disabled persons that are unable to use fixed-route bus transit.

These services are currently funded by the cities of Arcata and Eureka, Humboldt County and HCAOG. Two local private contractors operate the service through separate contracts with these agencies. The service area spans from McKinleyville in the north to Elk River in the south including the cities of Arcata and Eureka and the neighboring unincorporated communities of Bayview, Cutten, Fields Landing, Humboldt Hill, King Salmon, Manila, Myrtle town, Pine Hills, Ridgewood Heights, Samoa, Spruce Point and the Highway 101 Corridor connecting Arcata and Eureka.

Several administrative models and key attributes will be presented at the workshop. Your participation and input will help formulate a recommended structure for more efficient and effective delivery of paratransit services in the Humboldt Bay region.

HCAOG Social Service Transportation Advisory Council Meeting Presentation of Dial-A-Ride/Dial-A-Lift Alternatives

Wednesday, December 16, 2009, at 1:30 p.m.
Humboldt Transit Authority, Conference Room
133 V Street
Eureka, CA 95501

For additional information about the study and the upcoming public workshop, please contact Spencer Clifton at HCAOG at (707) 444-8208 or visit their Web site at www.hcaog.net.

###-30###

HCAOG Social Service Transportation Advisory Council Meeting & Public Workshop
Wednesday, December 16, 2009, 1:30 p.m.
Humboldt Municipal Water District – Board Room
Meeting minutes prepared by PMC, not official meeting minutes.

Jaison Chand, City Ambulance of Eureka (CAE): Are any of the agencies unhappy with the contractual arrangements?

Is there a cost difference with any of the alternatives?

Disabled SSTAC Member: There's already minimal service. Will this affect the 24-hour reservation policy? How would someone with a last minute doctor's appointment be accommodated?

If agencies choose to consolidate, it could free up money to increase service hours.

In several models, CAE, HTA and HCAR could take on additional responsibilities.

- Have these agencies been contacted?
- Are any of these agencies seeking to divest themselves?
- Dial-a-Ride operators or the Service Coordination Committee (SCC) could address the issue of having a single point of contact.

Jaison Chand: There are still going to be three payers. What happens if the money doesn't cover the cost of the service (under consolidation)?

Volunteer model:

The designated agency would bear the cost of insuring and screening drivers.

Volunteer Center of the Redwoods (VCOR) and the Area 1 Agency on Aging already have a volunteer driver program: Retired and Senior Volunteer Program (RSVP). RSVP provides referral services, supplemental volunteer insurance coverage, limited mileage reimbursement, and recognition. There is no fee to participate. Volunteer drivers report their monthly service hours.

Mentioned the pilot program in the Eel River Valley run by the Humboldt Senior Resource Center (HSRC). Raised potential accessibility issues concerning vehicles used by the volunteer drivers. Would program purchase ADA-accessible vehicles? Are the drivers physically capable of assisting the passengers?

Medical facilities benefit greatly from the DAR/transit system, yet contribute little to support it. HCAR received a \$21,000 grant towards providing non-emergency medical transit to low-income individuals.

What is your vision?

Jaison Chand: Coordination works quite well. Was under the impression that all social service agencies would be included in the study. These are mainly one to two vehicle operations that run two hours per day. Use SSTAC as part of the coordination model.

Alison Lee, Lighthouse of the North Coast: See inefficiencies in disparate groups that seem at cross purposes. Look at incorporating non-motorized transit goals, address accessibility issues, and expand the fixed-route system.

Susan Driscoll, HCAR/Jaison Chand: Having a single reservation number may not be necessary. A single ticket with both numbers has been the most convenient to riders.

Jaison Chand: The current operating costs for City Ambulance is \$26.50 an hour. Consolidation could cost significantly more.

Spencer Clifton, HCAOG: Don't allow any of the recent improvements to backslide. Sustain the gains.

APPENDIX F

Tribal Interview Letter and Questionnaire, and Final Interview Reports.

Janet P. Eidsness, Consultant

2488 Sonnenfelt Road, Bayside, CA 95524
(707) 825-0460, jpeidsness@yahoo.com (email)

December __, 2009

Distribution List:

Bear River Band of the Rohnerville Rancheria
Blue Lake Rancheria, ATTN Anita Huff
Trinidad Rancheria
Wiyot Tribe, ATTN Maura Eastman

Re: Request interview to obtain comments on potential consolidation of current Dial-a-Ride/Dial-a-Lift (DAR/DAL) services in the greater Humboldt Bay area

Dear _____:

I am writing to ask if I may meet and interview you to obtain your comments on the current DAR/DAL program serving elderly and handicapped Tribal members in the greater Humboldt Bay area. Your perspective on how current services might be improved will be part of the record for consideration in the current consolidation study contracted by the Humboldt County Association of Governments (HCAOG).

The existing DAR/DAL service area is focused on the greater Humboldt Bay region and provides paratransit service from McKinleyville in the north to Elk River in the south, and includes the cities of Arcata and Eureka, and communities at Bayview, Cutten, along the Eureka-Arcata Highway 101 Corridor, Fields Landing, Humboldt Hill, King Salmon, Manila, Myrtle town, along Old Arcata Road, Pine Hills, Ridgewood Heights, Samoa and Spruce Point. The DAR/DAL service offers demand-responsive, door-to-door transportation to those residents such as seniors and ADA certified disabled persons that are unable to use fixed-route bus transit services.

Enclosed is a Fact Sheet that summarizes the current structure and presents the alternative models currently under consideration.

Please consider providing your input on how the current system is working and how it might be improved to benefit local Tribal populations. I can be reached by phone at (707) 825-0460 home or at cell (530) 623-0663. I will be trying to connect with you in the next few days and hope to meet with you for about an hour before the Christmas holidays.

Sincerely,

Janet P. Eidsness
Enclosure (Fact Sheet)

**DRAFT – INTERVIEW QUESTIONS FOR TRIBAL REPS
DAR/DAL CONSOLIDATION STUDY (12/1/09 JP Eidsness)**

(Tribal profiles):

How many tribal members use existing service?

How many seniors? How many disabled? Types of disabilities? Cognitive, mobility issues and restrictions?

How many trips/day? Trips/week? Trips/month?

Dates/periods of most use? Least use?

Most common pick-up points?

Most common delivery points? Most frequent service drop-offs?

Need for transfers between service providers?

Anticipate trend in future riders?

(General Questions):

Ease of making reservations? Ticketing and ease of purchase

Adequate hours & days of operations?

Ease of transfers between service areas/providers?

Costs?

Timeliness, scheduling?

Comfort & courtesy?

Seniors versus disabled?

Penalties for passenger no-shows?

Adequate service area, or need expanding?

Consolidate other service area providers (expand service area)?

Ease of ADA certification?

**INTERVIEW NOTES FOR TRIBAL PERSPECTIVES
GREATER HUMBOLDT BAY DAR/DAL CONSOLIDATION STUDY**

Interview conducted by Janet P. Eidsness, Consultant on 12/8/09

Interviewee: Anita Huff (with Arla Ramsey), Blue Lake Rancheria Tribe (BLR)

Opening Statement, Current Services Offered by BLR:

BLR provides transport services between Blue Lake & Arcata. BLR's DAR is limited to folks unable to use regular transit services (all must be ADA certified/qualified). Does include elderly persons that qualify as ADA.

BLR DAR currently non-operational because current vehicle has exceeded miles and is nearly non-operational ('decommissioned'). BLR has applied for new grant funding (through FTA-Tribal Transport Program) to acquire new ADA equipped DAR vehicle. BLR transit bus is ADA accessible, meaning includes equipment for lifting wheelchairs, etc.

BLR offers pick-up/drop-off DAR services to all public in communities of Blue Lake and unincorporated area of Glendale. BLR is only provider for Blue Lake and Glendale area, and connects to hub at Arcata, where other links to be had.

How many tribal members and non-tribal members use existing BLR or other services?

Currently, one Blue Lake senior citizen (not tribal) is on BLR waiting list for DAR, once individual is certified through his social services coordinator and BLR has replacement operational vehicle.

On-reservation, one senior Tribal member uses BLR service for short-range service, on daily basis for transport to Tribal Office for senior lunch program (Monday-Friday).

In interim, one elderly passenger uses regular transit bus daily for services at Mad River Hospital Adult Day Care. Other users (seniors and ADA) may follow, but funding now cut for Mad River Hospital Adult Day Care Services (important senior program in region).

How many seniors? How many disabled? Types of disabilities? Cognitive, mobility issues and restrictions?

See above.

How many trips/day? Trips/week? Trips/month?

See above.

Dates/periods of most use? Least use?

No trends noted.

Most common pick-up points? Most common delivery points? Most frequent service drop-offs?

Most common pick-up and return (round-trip) at passengers' homes. Also congregation places like Mad River Hospital Adult Day Care Program in Arcata, doctor's appointments, and for shopping (mostly grocery).

BLR had a past contract with Mad River Hospital Adult Daycare Program to pick-up and deliver ADA & elderly folks from Fieldbrook & McKinleyville, as well as Glendale & Blue Lake. At that time, the BLR transport van was a maximum capacity coming to/from Mad River Hospital senior program. When Mad River Hospital lost this funding, it may have lost its transport services.

Need for transfers between service providers?

Anita doesn't have experience with transfers between DAR service providers, except for one woman that regularly transferred at Arcata. Difficult for ADA and elderly to have to load up many times & wait for transfers. Ideally, there should be a single ride to destination whenever possible.

Anticipate trend in future riders?

High cost for DAR/DAL is now a big barrier, as it is mostly used by folks on fixed incomes. If more cost-effective, expects it would be used more often. Existing services are not consolidated and uncoordinated, expensive. Rural ADA folks do not have access to DAR services; they likely rely on family or friends. Recommends all public transit include ADA equipment to take on folks in wheelchairs, etc., to make more broadly accessible to public (regular & handicapped).

Cost issues?

Cost for current DAR/DAL is a barrier, for lower income people. Example: if take regular BLRSTS (Blue Lake Rancheria Transportation System) transit services from Arcata to Blue Lake (\$1.25/each way or \$2.50 roundtrip for senior/ADA; \$1.65/each way or \$2.30 roundtrip for regular), whereas DAR service from Arcata to Essex Lane is \$6 one-way or \$12 round-trip.

Ease of making reservations? Ticketing and ease of purchase?

Used to be 24 hour advance reservation for BLRSTS DAR service; she expects same after new funding for BLR DAR vehicle. Front desk at Tribal Office serves as "dispatcher". Handle BLR TS calls and ticket sales.

Adequate hours & days of operations?

Most DAR/DAL services operate 5-days-week (no weekends). Scheduling likely doesn't miss need for appointments with doctors, but may miss shopping.

Comfort & courtesy?

No response.

Penalties for passenger no-shows?

None for BLR service.

Adequate service area, or need expanding?

Consolidate other service area providers (expand service area)?

BLR would rather not consolidate with current DAR/DAL because prefers to coordinate services through MOU.

Ease of ADA certification?

Didn't use to be a problem, but now with cutbacks believe that review for ADA is lengthened. And fewer ADA transport opportunities are available. Easily qualified for ADA, but need to expand ADA transit services into rural areas for disabled persons. Not all ADA transit services have equipment needed (e.g., lifts).

How do people learn about BLR DAR services?

See printed "Blue Lake Rancheria's Transit Services" schedule found at Blue Lake Casino, on their bus, at Arcata Transit Center, at Tribal office; on BLR website (www.bluelakerancheria.gov), greenwheels.org website, and links at Arcata & HTA websites (maybe).

BLR is looking to take a Developmentally Disable Persons (DDP) to and from his place of employment, once his social worker sets up BLR as vendor.

Summary Position of BLR.

Position of BLR to not consolidate, but to coordinate with other DAR/DAL agencies & providers. Under consolidation model, cannot break contract if things do not go well.

The alternative CTSA Model cannot be enforced on a sovereign nation, as BLR is a Federally-recognized tribe. Why would BLR agree to diminish its rights as a sovereign nation? If BLR enters into a State contract, the tribe would relinquish its sovereignty, which opens the door for further erosion of tribal control.

BLR is very willing to coordinate. Tribe has own administration for DAR/DAL and does not see benefit on administrative supervision or consolidation with outside entity(s).

Coordination points BLR may consider: centralized trip reservation and dispatch; central point of contact for public.

Currently, HCAOG has no tribal representation on current Board (now has members representing all incorporated cities in Humboldt County). HCAOG is essentially not recognizing Tribes as governments. Suggests it might be productive to consider a single policy-making body, such as governing board, made up of Tribal AND local providers (HCAR, HTA, etc...) and/or governments.

BLR would never support funding directed through a single, local government lead agency.

BLR might support agreed upon levels of service & costs, if established by a governing board that includes fair tribal representation. (see above).

Consolidation model may include administrative contract among providers, and would be acceptable to BLR if contract can be broken.

TDA funds.

BLR receives City of Blue Lake TDA funds through a contracted annual agreement for transit services provided. Last transit vehicle was acquired thru California DOT 5311 program. (2007).

In Humboldt County, there are nine federally-recognized tribes & 7 incorporated cities. HCAOG Board includes all 7 cities, but no tribal representation. Hoopa Valley Tribe had been on HCAOG Board, but didn't attend meetings regularly so were removed. Nine tribes would not accept only a single tribal position on the Board (even if offered); each would likely want to have its own representative sitting on Board.

BLR has solely supported its DAR program for eight years (operates at "a loss," but provides public service for all members of surrounding community, not just for tribal benefit). Last year was first time BLR received Federal transit funding from 5311C Tribal Transportation Program funding source, to assist with operation costs. All administration costs are paid by BLR.

BLR (and other local tribes) had own transport services studies done, paid for by State. Provides useful information to Tribe and informed State of transportation needs for BLR (copy furnished). She thinks similar also done for other local tribes.

Currently active is the Northern CA (formerly Humboldt County) Tribal Transportation Commission – it meets monthly, with next meeting on 12/10/09 in Blue Lake. Includes Big Lagoon, Blue Lake, Hoopa Valley, Karuk, Rohnerville, Smith River, Trinidad, Wiyot and Yurok Tribes.

(This copy reviewed and approved by Anita Huff on 12/10/09).

**INTERVIEW NOTES FOR TRIBAL PERSPECTIVES
GREATER HUMBOLDT BAY DAR/DAL CONSOLIDATION STUDY**

Interview conducted by Janet P. Eidsness, Consultant on 12/11/09

Final

Interviewees: Lorraine Keisner (bus driver) and Janice McGinnis (Roads Dept.), Bear River Band of the Rohnerville Rancheria (in-person at Tribe's Transportation Office on Rancheria)

Opening Statement, Current Services Offered by Tribe

In 2006, Bear River Tribe received a grant through HCOAG towards purchase of bus equipped with lift, plus a van with a wheelchair ramp; Tribe matched grant funds. Tribe met with Cities of Fortuna & Ferndale about potential ADA transport routes at that time. Ferndale had no DAR services and no regular transit services. The standard bus service stops at Fernbridge, and does not reach Ferndale. In the end, Tribe didn't then have a Casino and necessary funding to follow through, so they never got the program going. After the Casino was established, the Casino business purchased the ADA equipped bus and van, and HCOAG was reimbursed for their part of grant funding.

Bear River Tribe now provides non-ADA transport services available to all tribal members & staff, typically for doctor and other appointments. No other transit service is available to the Rancheria. All tribal members can use this service, whether live on or off rancheria.

Tribe's current transport program does not have ADA equipped vehicles; only two standard vans.

Ferndale now has grant funded van to transport elders, including ADA people, only for local area.

Big need for ADA DAR services for Loleta, Ferndale & Fortuna, generally.

Currently, 352 enrolled members of the Bear River Tribe. A Rancheria Transport Study was completed for Tribe ca. 2007.

Tribe's current transport services do not connect to Greater Humboldt Bay DAR/DAL. Tribe provides services that are unmet by current Greater Humboldt Bay DAR service.

How many tribal members use existing service?

Tribal members have access to satellite medical Indian Health Clinic in Fortuna; main clinic is Potawat in Arcata. Most Tribal members would prefer to go to Fortuna clinic, since more convenient but it offers fewer services and appointments than Potawat. Tribal transport does take tribal members to Arcata/Potawat from Rancheria, or from wherever tribal members reside.

Presently, only one elderly tribal member in a wheelchair uses their transport service; this person can stand up to be assisted into the transport van. Others do use walkers. Van equipped with step stool to help load mobility restricted passengers.

Dates/periods of most use? Least use?

See trend of more transit for doctor appointments in the winter. Passenger van holds seven. It is sometimes at full capacity.

Most common pick-up points?

At people's homes (pick-up and return), or Tribal Office/Community Center on Rancheria.

Most common delivery points? Most frequent service drop-offs?

Doctor's appointments.

Ease of making reservations? Ticketing and ease of purchase

Tribe's transport program typically involves 'clients' requesting Lorraine (van driver) make their doctor's appointment for them, then scheduling the transport. Clients call Lorraine's or the alternate driver's cell phone, or leave messages at main Tribal Office/Community Center on the Rancheria. No tickets, free.

Costs?

Free service to tribal members & staff. Tribe is fully supporting this program (\$\$, administration, etc.)

Adequate hours & days of operations?

Tribe offers transport services Monday through Friday. Rarely, they will transport on weekends, and as far as Redding.

Ease of transfers between service areas/providers?

Tribal transport program is not seeing any transfers to the Greater Humboldt Bay DAR/DAL transit.

Adequate service area, or need expanding?

No DAR/DAL services available for ADA or seniors affiliated with Tribe, or others in nearby communities. Need to expand this service beyond Greater Humboldt Bay DAR/DAL service area.

HCAOG does not provide good services or support to the Rohnerville Rancheria. Example is improvements made by Tribe of Singly Road (principal County road into Rancheria off Hwy 101, which serves Rancheria, Casino and tribal offices, as well as number of private residences beyond the Rancheria). Tribe obtained funding and made improvements to Singly Road (street lights, widening, repaving, drainage, etc.) from off-reservation, beginning at stop sign at end of Highway 101 off-ramp and ending on-reservation at Bear River Drive (turn for tribal offices, rancheria housing & Casino). From Tribe's perspective, County did not have authority to

impose road improvement requirements off-reservation on this sovereign nation when Tribe developed and opened its Casino. Tribe did the improvements (on and off reservation, anyway). Use of Singly Road by non-tribal residents that live beyond Rancheria has been a touchy issue (road passes through Rancheria-Tribal gas station and Casino-to get to these non-tribal houses).

Really need to expand DAR/DAL services for rural, unincorporated areas of Humboldt County. Many ADA folks on fixed incomes, live in remote locations, do not have a car, cannot drive, etc.

Tribe would have concern and issues with agreements or contracts that would supersede or erode tribal sovereignty.

Janice McGinnis can be reached at enrollment-roads@bearrivertribe.com, 27 Bear River Dr., Loleta 95551, (707) 733-1900 ext. 223 – Please keep her informed about this study, and notify her about public or other information meetings. Lorraine also interested, and Janice will relay notices to her.

These notes approved as final by Janice McGinnis on 12/14/09.

**INTERVIEW NOTES FOR TRIBAL PERSPECTIVES
GREATER HUMBOLDT BAY DAR/DAL CONSOLIDATION STUDY**

Interview conducted by Janet Eidsness, Consultant, on 12/14/09 **FINAL**
Interviewees: Jacque Hostler, Transportation Director (past 2 years), just promoted to Tribal CEO; and Shirley Laos, Tribal Vice-Chair – Cher-Ae Heights Indian Community of the Trinidad Rancheria Tribe

Opening Statements:

Current Humboldt Region DAR/DAL does not serve all ADA persons in local area. Does not reach to Trinidad. Tribal members do not use or connect to current Greater Humboldt Bay DAR/DAL services.

Jacque began building Tribe's Transportation Department on 10/1/07, employing *Tribal Transportation Plan* (copy provided via email 12/14/09) as base document that addresses needs assessment for multi-modal forms of transportation (public transit, walk, bike, etc.)

Tribe just completed *Tribal Transportation Needs Assessment* (February 2009) (copy provided via email 12/14/09) and is also working on a *Tribal Master Plan, Strategic Planning, and Community Needs Assessment* for Tribal members and the Rancheria.

In 2010, Tribe plans to conduct *Transportation Planning & Feasibility Study*, focusing on connections to existing services (outside providers) from the rancheria (see Proposal, being relayed by snail mail to Rick Williams 12/15/09).

Tribal population is growing. Many new babies born of tribal members, plus increase in adult membership (by 20 persons) with establishment of new Tribal Constitution criteria for membership (eliminated blood quantum, now based on descendency. See current Tribal demographics (attached table).

Jacque represents Tribe on HCOAG as an appointee of Technical Advisory Committee (TAC). TAC reports directly to HCAOG Board. Currently, there are five (5) TAC seats occupied by tribal representatives; no tribal appointees on HCAOG Board.

Twenty years ago, her husband Hilton Hostler with Hoopa Valley Indian Tribe tried to get Hoopa Tribal funding for transit. He worked with local representative to obtain tribal representation on HCAOG. This became a new government code that stated: "Hoopa may enter into a JPA HCAOG Board Seat.". Currently, tribal seat on Board is vacant.

Jacque has long been involved with tribal transportation issues. She observes that local Tribes are 20 years behind other local governments in developing transport departments, capacities, etc. Tribes didn't get foundation in building capacity until recently and are trying to catch up with cities and counties in creating their programs.

Jacque represents Trinidad Rancheria on the North Coast Tribal Transportation Committee (NCTTC) and also serves as Chairperson. The Commission was formed to bring together tribes to address their needs, including looking at alternatives to fill in unmet transit needs for tribal members not offered by County or other providers. "Recap of 11.10.09 Transportation Meeting" provided by Jacque (to be relayed via snail mail to Rick Williams 12/15/09).

Tribe now filling gap in transporting elders (mostly to doctor's appointments), since Greater Humboldt Bay DAR/DAL does not provide service pickups at Trinidad. A staff person has been assigned to drive elders as needed using tribal vehicle.

Jacque's daughter Heather Hostler works for Humboldt Area Foundation (HAF). McKinleyville has asked HAF to help with DAR/DAL services not met by current providers. HTA was also downsized due to funding cuts.

Observe that across the County and in the Tribe, people are desperate to find reliable transportation help for elders.

She observes the Key Attributes in Fact Sheet are solid goals. Without further information, she is not able to say which consolidation model would best serve the Greater Humboldt Bay DAR/DAL.

Most importantly, Jacque believes for the current consolidation study, a historical view is needed; e.g., Where have funds come from in the past? Has it increased? Decreased? How have funds been used? She wants to know how the "current situation" came about and why needs are not being met. She would like to see current and historic demographic data; is the population needing ADA transport services getting older? Why are outlying communities in the County (e.g., Garberville, Hoopa, Trinidad, etc.) not getting DAR/DAL services for seniors? Why are needs not being met?

Please put Jacque Hostler on study contact list at email Cherae.roads@gmail.com.

Janet's note: We did not specifically address the following basic questions. Much of the information may be gleaned from the Tribal documents she provided.

(Tribal profiles):

How many tribal members use existing service?

How many seniors? How many disabled? Types of disabilities? Cognitive, mobility issues and restrictions?

How many trips/day? Trips/week? Trips/month?

Dates/periods of most use? Least use?

Most common pick-up points?

Most common delivery points? Most frequent service drop-offs?

Need for transfers between service providers?

Anticipate trend in future riders?

(General Questions):

Ease of making reservations? Ticketing and ease of purchase

Adequate hours & days of operations?

Ease of transfers between service areas/providers?

Costs?

Timeliness, scheduling?

Comfort & courtesy?

Seniors versus disabled?

Penalties for passenger no-shows?

Adequate service area, or need expanding?

Consolidate other service area providers (expand service area)?

Ease of ADA certification?

(This Final version based on comments received by Eidsness from Jacque Hostler on 1/19/10.)

**INTERVIEW NOTES FOR TRIBAL PERSPECTIVES
GREATER HUMBOLDT BARY DAR/DAL CONSOLIDATION STUDY**

Interview conducted by Janet Eidsness, Consultant, on 1/28/10

FINAL

Interviewee: Maura Eastman, Tribal Administrator – Wiyot Tribe

(Note: the print-out ‘interview questions’ were not available for this interview, so Janet asked Maura to speak to issues generally.)

Background information & discussion:

Examples of different scenarios affecting way Tribal members need transportation assistance:

- (1) At Reservation (located on Table Bluff, relatively remote and removed from Hwy 101 corridor), there are “employable people” that are capable of working in off-reservation jobs , but need transportation to/from their homes;
- (2) Elders living on Reservation have needs for transportation to and from social service & medical appointments;
- (3) Other Tribal members on Reservation need transportation for social services appointments;
- (4) Elders on Reservation need transportation to shop (e.g., groceries).

Example: Young woman living on Reservation took a job at K-Mart in Eureka. Having no personal transportation, she would hitch ride to Fernbridge, where she connected to regular bus service, and take bus to the Eureka Mall, then walk 1+ mile to K-Mart. This became untenable and she quit this job. Bottom line, there are no regular public transportation services for regular folks living at Table Bluff Reservation.

Example: Man without disabilities living on Reservation that has no personal vehicle. When he wants or needs to get to town, he either hitchhikes or walks from Reservation on Hookton Road to the Hwy. 101 corridor (3 hours each way), and from there, either hitches or walks to desired destination.

Example: Young woman living on Reservation that is quadriplegic and would meet ADA eligibility requirements. For her to make appointments, etc., the Tribe uses its van and affixes a simple ramp to help with loading & unloading her. Otherwise, her family lifts her into/out of their vehicles, which is very difficult for the woman & her family.

The Tribe had prior transportation service with a dedicated & paid van driver that provided service to folks living on Reservation. Driver was not always busy, but was being paid. Tribe experience some problems with people not keeping their scheduled transport appointments, which the driver was paid for anyway. This program was abandoned.

Maura’s “ideal situation” for meeting transportation needs of folks living at Reservation: Tribe to participate with other services, arrange for pass or script, and coordinate scheduling.

Tribe now provides regular, scheduled transportation for Reservation youth to public schools in Loleta & Ferndale, because the regular public school bus service is no longer available. The Ferndale High School bus does loop across Table Bluff to drop off kids late in the day and makes a drop-off at the Reservation. This is a big issue for the Tribe and its youth living at the Reservation; e.g., if kids get up late & miss the Tribe's regularly scheduled school bus, they often miss school for the day as many parents don't have personal transportation. The youth living on this rural Reservation are relatively "traffic ignorant" and do not have good safety skills around traffic. The option of walking or bicycling to school would likely put many at risk of injury from motorized vehicles using same narrow, rural public roads at Table Bluff.

Currently, approximately 150 people live on Table Bluff Reservation; about 50 of these are enrolled Tribal citizens. The ADA population on the Reservation is about six qualified persons.

Largest percentage of Tribal members live OFF the Reservation (approximately 500 tribal citizens). Most of these live in Humboldt County. Unless these off-Reservation citizens ask the Tribal Government for help, their transportation needs or current use of established services are unknown.

The "old Rancheria" property located on slough near mouth of Eel River (SW margin of Table Bluff, even more remote than Reservation) is still occupied by tribal citizens. About 25 persons live out there, including enrolled members and extended relations. This land is no longer held "in trust" for the Tribe, but has been converted to fee land owned by individuals under a 1982 legal settlement (Table Bluff Reservation vs. USA). However, under Federal law it is still considered "Indian Country" and therefore, County does not provide services including public transportation. The Loleta Fire Department has offer emergency response services there, however.

The Tribe has no law enforcement capabilities or receive public services for the Reservation. .

"Social services" appointments include such issues as child welfare, legal entanglements, food bank, County social services, all focused on "family maintenance services." Most of these services are based in Eureka. The Tribal Office at Table Bluff Reservation houses a Social Services office with a full-time program director to serve all Tribal citizens. The Tribe regularly transports tribal citizens living on Reservation to social service appointments in Eureka.

**Maura: does this service also help off-Res citizens make it to social service appointments?
Are all these appts in Eureka, or include other towns?**

No regular Tribal transportation services are offered for medical appointments for seniors, ADA, or anybody. Slack for transporting folks to medical appointments is taken up by families & extended families & friends. Sometimes, the lack of regular transportation or other issues require that medical appointments need to be cancelled & rescheduled. Most medical services for Tribal members are provided by Indian Health Service facility at Potawat in Arcata, which

often takes long lead time to schedule services. No Tribal citizens living on the Reservation are using the Senior day-care programs at Mad River or Fortuna hospitals (as was brought up by Anita Huff at Blue Lake Rancheria).

The Wiyot Tribe receives no funding for transportation services. It has undertaken a BIA roads program study. There has been no study to-date addressing transportation needs or planning for the Reservation.

APPENDIX G

Examples of Interagency Agreements to Enhance Coordination

Source: Transit Cooperative Research Program Report 101: Toolkit for Rural Community Coordinated Transportation Services. Transportation Research Board. Washington, D.C.: 2004.

EXAMPLES OF VARIOUS INTERAGENCY AGREEMENTS TO ENHANCE COORDINATION

These agreements are examples of the kinds of agreement between transportation providers and coordinating agencies. The simpler agreements provide guidelines for working together; the more complex agreements outline details including the rates paid for trips provided by the agencies, responsibilities of the agencies for use of vehicles owned by the coordinated service, training and coordination activities, and standard clauses for insurance, auditing, and other activities.

The following kinds of agreements are shown here:

SAMPLE MEMORANDUM OF UNDERSTANDING

SAMPLE AGREEMENT OF COOPERATION BETWEEN THE TRANSPORTATION
OPERATOR AND THE BOARD OF COUNTY COMMISSIONERS

SAMPLE AGREEMENT FOR COORDINATED TRANSPORTATION SERVICES

BETWEEN THE TRANSIT AUTHORITY AND LOCAL BUS SERVICES, INC.

OUTLINE OF MODEL JOINT POWERS AGREEMENT TO COORDINATE
TRANSPORTATION SERVICE

DETAILED VERSION OF MODEL JOINT POWERS AGREEMENT

MODEL AGREEMENT FOR COORDINATING A JOINT TICKET PROGRAM

SAMPLE MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF AGREEMENT BETWEEN [Party One] and [Party Two]

Background:

The [Party One], hereinafter referred to as [], and [Party Two], hereinafter referred to as [], have many common interest and currently work together in a number of areas, including the provision of transportation services to the citizens/customers in one of the five counties of the [Party One] service area of [state]. We share common interest and both have unique roles and responsibilities. Through this agreement both agencies express their intent to collaborate and coordinate through utilization of data collection, planning strategies, and program design techniques to ensure efficient use of transportation resources and coordinated access to services.

Purpose:

The purpose of this memorandum is to establish a basic framework for collaboration, cooperation and coordination between [Party One] and [Party Two] in the planning and implementation of a pilot Coordinated Transportation System, hereinafter referred to as CTS, Which will enable identification and selection of a system for coordination and delivery of transportation services.

Objectives:

1. To explore methods that will allow for data collection and analysis and develop procedures required for implementation of a coordinated transportation system.
2. To assist the members of the Coordination Consortium in determining the cost feasibility of coordination within their respective service community.
3. To provide mechanisms for the integration of services provided by other community providers to ensure a comprehensive coordinated service delivery system.
4. To maintain the integrity of each human service provider's mission while enhancing specialized support services contributing to that mission.

Methods:

1. To develop efficient routing alternatives, reduce duplication of routes and overlapping of service schedules, and generate necessary resources for successful implementation of the project.
2. To continue collaboration to maintain awareness of needs and revision to project.
3. To share information and resources to support the success of a coordinated service delivery system.
4. To establish a network of transportation providers to monitor and evaluate the success of a coordinated service delivery system.
5. To safeguard the quality of services expected by agency administrators and customers to ensure that needs of customers are kept at the forefront of the project.

6. To evaluate the effectiveness of the coordinated transportation project and report finding to Consortium members and the [state] Department of Transportation.

The undersigned agree to uphold the terms of this agreement for the period of time that the project is being administered. Once an acceptable and cost effective system is identified by consensus agreement among the active participants, each participating organization will be free, subject to the will of its policy board, to elect active participation in the project.

EXECUTIVE DIRECTOR
[PARTY ONE]

EXECUTIVE DIRECTOR
[PARTY TWO]

SAMPLE AGREEMENT OF COOPERATION BETWEEN THE TRANSPORTATION OPERATOR AND THE BOARD OF COUNTY COMMISSIONERS

This Agreement is entered into by and between the Transportation Operator (TO) and the Board of County Commissioners (BCC), for the County Department of Human Services (CDHS). This Agreement is for the purpose of meeting the transportation needs of the CDHS's TANF participants and other persons receiving CDHS services through the County Transportation Coordination (CTC) program.

1. **Whereas**, the BCC created the County Transportation Coordination Coalition and the Transportation Coordination Steering Committee to improve transportation services in County through coordination of available transportation services, and
2. Whereas, the BCC has empowered the Transportation Coordination Steering Committee to set policy and oversee the implementation of coordinated transportation services, and
3. Whereas, the Transportation Coordination Steering Committee has adopted a Service Plan for Transportation Coordination, and
4. Whereas, the TO is the lead agency in County for the implementation of coordinated transportation services, and
5. Whereas, the CDHS wishes to meet its transportation needs through the CTC with TO as the lead agency for implementation of these transportation services, and

Responsibilities of the TO

The TO will have the following responsibilities:

- a) Ensuring that only persons determined to be eligible by CDHS will receive transportation services paid for by CDHS.
- b) Ensuring that transportation providers under contract to meet or exceed the service standards established by CDHS.
- c) Scheduling all passenger trips in a coordinated manner with the transportation requirements of other participating agencies so that transportation services are shared operated in the most cost-effective and cost-efficient manner.
- d) Reporting to CDHS the appropriate information, including but not limited to trips and TANF participants, which CDHS requires for its county, state, and federal reporting requirements.
- e) Submitting to CDHS invoices for services provided supported by information CDHS requires to ensure that the services it purchases are for persons eligible under the CDHS/TA agreement.

Responsibilities of CDHS

The CDHS will have the following responsibilities:

- a) Establishing the service standards that TO will be required to meet in providing transportation services to CDHS so that CDHS is able to meet its program requirements.

- b) Establishing the eligibility of its clients for specific transportation services.
- c) Working with TO to determine, on a trip by trip basis, if fixed route service can be used to meet a travel need.
- d) Working with TO to see that eligible clients for whom SST service is the best option are registered for SST service.
- e) Ensuring that CDHS clients know that they must contact TO to schedule SST service and should contact TA for information they may need to use fixed route service.
- f) Providing information to TO on the transportation eligibility status of its clients.
- g) Purchasing tickets or passes for CDHS client use of TA fixed route services.

INSERT STANDARD TERMS AND CONDITIONS:

Effective Date for the Start of Transportation Services

Cost of Transportation Services and Budget

Reporting Requirements

Invoicing and Payment

Term of the Agreement

Amendments to the Agreement

Termination of the Agreement

Entered into on this date _____ by and between:

**SAMPLE AGREEMENT FOR
COORDINATED TRANSPORTATION SERVICES
BETWEEN THE TRANSIT AUTHORITY
AND LOCAL BUS SERVICES, INC.**

THIS AGREEMENT, entered into this _____ day of _____, by and between the Transit Authority (hereafter, “TA”), acting as Lead Agency (hereafter, “LA”) for the County Transportation Coordination (hereafter, “MCTC”), under authority granted by and through the County Commissioners (hereafter, “Commissioners”), and Local Bus Services, Inc. (hereafter, “LBS”), a private for-profit corporate entity in the business of providing transportation management and operation services engaged by TA to provide such services for eligible passengers, as determined by the LA acting as Service Provider.

WHEREAS, TA desires to provide transportation services for the County Department of Human Services; and

WHEREAS, TA and the Board of County Commissioners have entered into an agreement for provision of these transportation services by TA; and

WHEREAS, LBS has the management, technical, and operating personnel and equipment useful for operating such paratransit service within [] County, [STATE], as directed by and in cooperation with TA; and

WHEREAS, LBS hereby certifies that it has the requisite licenses and certifications of authority under the laws of the State of Ohio to legally operate paratransit service under TA sponsorship;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

- I.** **System Operation.** LBS shall manage and operate transportation services for TA as required by TA herein, within the TA service area. LBS shall provide and conduct the service as specified in TA’s Request for Qualifications and Letters of Interest and Request for Proposals (Attachment A hereto) and as described in LBS’s Technical Proposal (Attachment B hereto). Further, LBS agrees to procure and manage service on behalf of TA as described in Attachment B.
- II.** **Compliance.** Funds received by TA and provided to LBS in performance of all services contracted for herein shall be utilized in accordance with all applicable Federal, State and local laws and regulations and with all applicable County regulations, policies and procedures and attached appendices, included by reference herein. LBS shall comply with all requirements imposed upon TA by the Federal Government or the State of _____ if funding is received by TA under contract with the Federal government or the State of _____. Where this Agreement conflicts with said laws, regulations, policies and procedures, the latter shall govern. This Agreement is subject to modification by amendments to such applicable laws and regulations. In the event of any non-compliance, TA reserves the right to make use of any and all remedies specified under

this Agreement, and further reserves the right to require from LBS reasonable assurance that its decisions are being followed.

III. Equipment. LBS may be required to provide vehicles and equipment for the purpose of operating this paratransit service except as may be otherwise provided herein.

IV. Duties and Responsibilities of LBS. LBS shall provide the management, dispatching, technical, and operations services necessary for operating coordinated transportation services, including, but not limited to, the following:

- A. Trip reservations, scheduling, and dispatching of paratransit and other services.
- B. Operation and maintenance of vehicles.
- C. Management and administration of services.
- D. Integration with TA fixed route service.
- E. Cooperation with TA in developing contracts with other transportation service providers.
- F. Cooperation with TA in developing contracts with local agencies purchasing transportation services.
- G. Monitoring, evaluation, and periodic reporting of financial, operating, and service performance against established performance criteria.
- H. Reporting as required by TA and all agencies receiving transportation services that they need to meet all applicable Federal, State of Ohio, County and other local reporting requirements.
- I. Provision and supervision of qualified personnel, including, but not limited to, drivers, dispatchers, schedulers and administrative staff.
- J. Maintenance and repair of all LBS-owned and LBS-leased vehicles used in operating service provided through this Agreement.
- K. Registration of persons eligible for receiving service.
- L. Marketing, education, and community outreach in support of transportation services as directed by and in cooperation with TA.
- M. Administrative services required to assure TA that ridership, costs, and fares associated with each passenger is documented, controlled and verifiable as supporting LBS reports to TA.
- N. Ensuring that only persons determined to be eligible by TA and participating agencies receive transportation services hereunder for which such agencies are required to pay.
- O. Ensuring that transportation providers under contract to TA and LBS meet or exceed applicable service standards established by TA and other participating agencies.
- P. Scheduling all passenger trips, determining which transportation provider will transport which clients on a shared-ride basis with other passengers using the service.

All services provided by LBS under this Agreement shall be subject to the control of TA through designated staff and/or agents. LBS shall advise TA and make recommendations;

however, final authority shall rest with TA. LBS shall coordinate and consult with TA before the start of operations, and for training, evaluation, and monitoring. Relevant personnel policies, hiring and firing procedures, and accounting procedures of LBS shall be provided to TA upon request.

V. Duties and Responsibilities of TA. TA and other participating agencies shall be responsible for:

- A. Establishing service standards that the service contractor shall be required to meet in providing transportation services.
- B. Establishing the eligibility of clients for specific transportation services.
- C. Working with LBS to determine, on a trip by trip basis, if fixed route service can be used to meet a travel need.
- D. Working with LBS to see that eligible clients for whom SST service is the best option are registered for SST service.
- E. Ensuring that participating agency clients are aware that they must contact the service contractor to schedule transportation service and contact LBS for information that may be needed to use fixed route service.
- F. Providing information to LBS on the transportation eligibility status of its clients.

Standard Terms and Conditions

- VI. Insurance.
- VII. Audit and Inspection.
- VIII. Operating and Fiscal Records.
- IX. Required Reports.
- X. Conflict of Interest.
- XI. Copyrights.
- IX. Immigration Control and Reform Act of 1986. Property and Supplies.
- X. Confidentiality.
- XI. Non-Discrimination. XIII. Prohibition Against Assignment.
- XIII. Contract Modification and Termination.
- XIV. Notices.
- XIX. Indemnification.
- XX. Term of Agreement.
- XXI. Compensation.
- XXII. Attachments to the Agreement.

IN WITNESS WHEREOF, the parties have heretofore executed this Agreement the date first above written.

**OUTLINE OF
MODEL JOINT POWERS AGREEMENT
TO COORDINATE TRANSPORTATION SERVICE**

**JOINT EXERCISE OF POWERS CONSORTIUM AGREEMENT FOR
(INSERT NAME OF PROGRAM)**

THIS AGREEMENT is entered into this *INSERT DATE* by and between the *LIST NAME OF AGENCY* and *LIST NAME OF AGENCY* (hereinafter referred to as “member agencies”).

WITNESSETH

WHEREAS, the member agencies provide public transit services in the Counties of _____; and

WHEREAS

LIST ADDITIONAL CIRCUMSTANCES LEADING TO THE DECISION TO ENTER INTO THIS AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS, CONDITIONS AND PROMISES IN THIS AGREEMENT, THE MEMBER AGENCIES AGREE AS FOLLOWS:

Article 1. Name and Purpose

- a. The name of this Consortium is_____.
- b. The purpose of this Agreement is to *LIST PURPOSES*.

Article 2. The Lead Agency

The responsibility to act as the Lead Agency under this Agreement shall rotate between the member agencies beginning with each fiscal year, other than the first fiscal year this Agreement is in effect. This rotation of responsibility shall remain in effect until this Agreement is terminated.

NAME OF AGENCY shall serve as the Lead Agency from the effective date of this Agreement until the end of the *INSERT YEAR* Fiscal Year.

Article 3. Scope of Services.

The Lead Agency shall provide the following services:

THE FOLLOWING ARE SOME EXAMPLES OF SCOPE THAT MIGHT BE INCLUDED HERE.

- a. Solicit the services of a Project Manager
- b. Solicit and oversee the services of legal counsel
- c. Oversee the activities of the Project Manager;
- d. Prepare a budget for the succeeding fiscal year;
- e. Apply for and oversee the administration of all forms of applicable grants or revenues
- f. Provide staff support necessary to carry out the Plan
- g. Work with the Service Review Committee and the Project Manager to bring issues to the member agencies which require their determination.
- h. Account for all funds and report all receipts and disbursements
- i. Conduct and file an annual audit
- j. Nothing in this agreement shall prohibit the Lead Agency from contracting for the provision of any or all of the services
- k. Collect and report service data used to determine costs sharing by the member agencies

Article 4. Project Manager.

The Project Manager shall be responsible for administering the Plan on behalf of the member agencies, under the direction and control of the Service Review Committee. The duties of the Project Manager, which may be changed from time to time, include, but are not limited to, the following:

THE FOLLOWING ARE SOME EXAMPLES OF DUTIES THAT MIGHT BE INCLUDED HERE.

- a. Prepare an annual budget and financial report
- b. Investigate the availability of and apply for grants, funds and other sources of revenue to fund the Plan's activities;
- c. Account for all revenues and expenditures;
- d. Serve as a liaison between the member agencies and customers, and other local and regional agencies.

- e. Notice and record all meetings and activities;
- f. Provide customer services;
- g. Coordinate the preparation of the annual plan update.

Article 5. Indemnification.

INCLUDE STANDARD INDEMNIFICATION LANGUAGE

Article 6. Compensation.

The expenses to be borne by the agency members for carrying out the Plan shall be determined as follows:

- a. The Lead Agency shall be credited for in-kind services provided in the performance of the services identified in Article 1.
- b. *DESCRIBE COST-SHARING AGREEMENTS*

Article 7. Service Review Committee.

- a. Purpose. The Service Review Committee shall provide direction to the Lead Agency and the Project Manager.
- b. Membership.
- c. Required Votes; Approvals.
- d. Quorum.
- e. Minutes.
- f. Budget.

Article 8. Termination/Withdrawal.

- a. Individual Member Withdrawal

b. Complete Dissolution.

Article 9. Disposition of Money and Property.

Article 10. Miscellaneous.

a. Term of Agreement.

b. Amendment.

c. Additional Members.

d. Dispute Resolution.

e. Successors.

f. Severability.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by authorized officials on the dates indicated below:

NAME OF AGENCY

By: _____ General Manager

DATE:

NAME OF AGENCY

By: _____, General Manager

DATE:

**DETAILED VERSION OF
MODEL JOINT POWERS AGREEMENT**

**JOINT EXERCISE OF POWERS
TRANSPORTATION CONSORTIUM AGREEMENT FOR
(INSERT NAME OF PROGRAM)**

This Agreement is entered into this INSERT DATE by and between the LIST NAME OF AGENCY and LIST NAME OF AGENCY (hereinafter referred to as “member agencies”).

W I T N E S S E T H

WHEREAS, the member agencies provide public transit services in the Counties of INSERT LOCATIONS; and

WHEREAS, the member agencies provide fixed route public transit services, and, pursuant to the Americans with Disabilities Act of 1990 and 49 CFR Part 37 (the Law), are required to provide complementary paratransit service to persons unable to use the fixed route system; and

WHEREAS, the member agencies cooperatively prepared a “Coordinated Paratransit Plan” dated INSERT DATE (the Plan); and

WHEREAS, the Boards of Directors of the member agencies adopted the Plan and update; and

WHEREAS, the Federal Transit Administration of the United States Department of Transportation has determined that the Plan is in compliance with the Law; and

WHEREAS, the Plan and update contemplated implementation of its provisions through the cooperative efforts of the member agencies; and

WHEREAS, Government Code Section INSERT STATE CODE NUMBER, et. seq., authorizes the member agencies to enter into an agreement for the joint exercise of any power common to them, which includes the power to contract for and or operate paratransit services.

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS, CONDITIONS AND PROMISES IN THIS AGREEMENT, THE MEMBER AGENCIES AGREE AS FOLLOWS:

Article 1. Name and Purpose

- a. The name of this Consortium is INSERT NAME.
- b. The purpose of this Agreement is to develop, implement and administer the ADA paratransit services identified in the Plan.

Article 2. The Lead Agency

The responsibility to act as the Lead Agency under this Agreement shall rotate between the member agencies beginning with each fiscal year, other than the first fiscal year this Agreement is in effect. This rotation of responsibility shall remain in effect until this Agreement is terminated.

NAME OF AGENCY shall serve as the Lead Agency from the effective date of this Agreement until the end of the (INSERT YEAR) Fiscal Year.

Article 3. Scope of Services.

The Lead Agency shall provide the following services:

- a. Solicit the services of a Broker and Project Manager to provide the paratransit services required by the Plan, in accordance with applicable federal and/or state laws and regulations affecting the member agencies, and to perform the duties identified in this Agreement. These solicitations shall include, but not be limited to, scope of services, including the solicitation of Service Providers, and insurance coverage and indemnification by the Broker, service providers and Project Manager. The solicitation shall make it clear that the insurance of the Service Provider, Broker and Project Manager shall be primary in any loss. No insurance coverage or self-insurance of the member agencies shall be called upon in the event of an occurrence.
- b. Solicit (when appropriate) and oversee the services of legal counsel (in-house or outside counsel as necessary) to file or defend a suit brought by third parties against the member agencies for any activities related to or arising under this Agreement, with the designated counsel taking the role as lead counsel throughout the litigation;
- c. Oversee the activities of the Broker and Project Manager;
- d. Be responsible for the administration of the terms of this Agreement, including the preparation of a budget for the succeeding fiscal year and submitting it to the member agencies for approval;
- e. Apply for and oversee the administration of all forms of applicable grants or revenues to fund the paratransit activities contemplated by the Plan.

- f. Provide staff support necessary to carry out the Plan on behalf of all member agencies, but not for any activity that is the sole responsibility of one of the member agencies.
- g. Work with the Service Review Committee, the Broker and the Project Manager to bring issues to the member agencies which require their determination.
- h. Account for all funds and report all receipts and disbursements under this Agreement in accordance with generally accepted accounting principles.
- i. Conduct and file an annual audit in accordance with Government Code Section INSERT STATE CODE NUMBER, where applicable.
- j. Nothing in this agreement shall prohibit the Lead Agency from contracting for the provision of any or all of the services enumerated herein; however, should the Lead Agency choose to contract for any services, ascribed to it by this Agreement, the other member agency shall have the first right to provide the service to be contracted, subject to the concurrence of the Service Review Committee. All contracts and agreements shall be approved by the Service Review Committee;
- k. Collect and report paratransit service data used to determine costs sharing by the member agencies to the Service Review Committee and member agencies.

Article 4. Project Manager.

The Project Manager shall be responsible for administering the Plan on behalf of the member agencies, under the direction and control of the Service Review Committee. The duties of the Project Manager, which may be changed from time to time, include, but are not limited to, the following:

- a. Prepare an annual budget and financial report for review by the Service Review Committee and approved by the governing boards of the member agencies;
- b. Investigate the availability of and apply for grants, funds and other sources of revenue to fund the Plan's activities;
- c. Account for all revenues and expenditures to the Service Review Committee;
- d. Serve as a liaison between the member agencies and customers, and other local and regional agencies.
- e. Be responsible for setting, noticing and recording all meetings and activities occurring under this Agreement to insure compliance with applicable federal, state and local requirements;
- f. Provide customer services and participate in the resolution of customer concerns;

- g. Oversee the activities of the Broker and service providers to insure that the terms and conditions of the service and any contracts are consistent with the requirements of the Plan;
- h. Coordinate the preparation of the annual plan update and its submission to all applicable governmental agencies.

Article 5. Broker.

The Broker shall assist in securing the paratransit service anticipated under the Plan for the member agencies and their customers, under the direction and control of the Service Review Committee. The duties of the Broker, which may be changed from time to time, include, but are not limited to, the following:

- a. Receipt of calls for service, scheduling of trips for and coordinating interzonal paratransit trips not scheduled by participating city programs or a member agency;
- b. Issue, account for and collect used trip vouchers, as necessary;
- c. Collect trip data from participating city paratransit programs and prepare periodic service reports;
- d. Cooperate and provide necessary information for the preparation of an annual audit;
- e. Determine and certify ADA eligibility in accordance with established criteria and maintain an eligibility data base;
- f. Interface with vendors and service providers to assure consistent and satisfactory levels of service consistent with the Plan;
- g. Provide budgeting assistance to the Project Manager and participating city programs;
- h. Be a liaison between customers, city program staff, the Project Manager, and the Service Review Committee;
- i. Coordinate provider and customer training programs;
- j. Provide adequate staff support to carry out the Plan.

Article 6. Indemnification.

Each member agency shall be a named additional insured in the insurance policies of the Project Manager, the Broker and the Service Providers. The Project Manager, Broker and Service Providers shall indemnify, hold harmless and defend each member agency, its elective and appointive Boards, Commissions, Officers, agents and employees, from and against any liability for any damages or claims for damages for personal injury, including death, property damage or any civil rights litigations arising from their or their contractors', subcontractors', agents' or employees' activities related to this Agreement or carrying out the Plan. To the extent the insurance or other resources of the indemnitors are insufficient to protect the member agencies from any liability, the member agencies' liability shall be apportioned between them according to the cost-sharing principles established for the provision of complementary paratransit services by the member agencies in the Plan, and any subsequent updates of the Plan.

Each member agency, when it is the Lead Agency, shall hold harmless and defend the other member agency, its elective and appointive Boards, Commissions, Officers, agents and employees, from and against any liability for any damages or claims for damages for personal injury, including death, or property damage arising from its or its contractors', subcontractors', agents' or employees' activities under this Agreement.

Article 7. Compensation.

The expenses to be borne by the agency members for carrying out the Plan shall be determined as follows:

- a. For Fiscal Year INSERT YEAR, the Consortium will receive an operating subsidy of LIST FUNDS. The member agencies are not expected to pay for the service this year.
- b. In subsequent fiscal years, when federal, state or local funds available for paratransit services are insufficient to cover the costs for these services under the Plan, then each member agency's share of the unfunded portion of the operating budget shall be as follows:
 1. In the first year that the member agencies are required to pay, the amount paid by each member agency will be based on the estimated costs for the service and shall be apportioned among the member agencies according to the estimated service proportions described in the Plan.
 2. In every succeeding year, each member agency's proportionate share will be based on the actual costs of providing the service in the previous year, as determined by an audit of the prior year's service costs. The audit shall be performed by an independent auditor mutually agreed upon by both parties. Any credit or debit resulting from the audit shall be reflected in each member

agency's proportionate share.

- c. Each member agency shall promptly pay the Lead Agency its monthly share of the costs of its service, as determined above in subparagraph b. The monthly invoice from the Lead Agency shall be due and payable within 30 days of its receipt.
- d. A member agency who fails to meet its financial commitments is responsible for defending and paying any liabilities, costs and judgments which may result from such delinquency, including but not limited to, service failures, lawsuits and loss of any funding from outside sources. If a member agency chooses to pay any obligation of a delinquent member agency, it shall be entitled to full reimbursement plus interest at the legal interest rate established in the State's Code of Civil Procedure section or any successor section.
- e. The Lead Agency shall be credited for in-kind services provided in the performance of the services identified in Article 1. The credit shall be applied against the amount required of that member agency for the fiscal year immediately following its turn as Lead Agency. The Lead Agency shall keep records of the hours performed by its employees and/or contractors and other in-kind services provided in the accomplishment of the tasks identified in Article 1. The amount any member agency may charge for these services shall be subject to the following limitations:
 - 1. Staff charges shall be agreed to by the member agencies, based on the salary for the positions involved plus overhead and benefits;
 - 2. Contractor charges shall be agreed to by the member agencies, based on the contract price charged by any contractor determined in accordance with applicable federal and/or state procurement provisions.
 - 3. Other in-kind services shall be agreed to by the member agencies, but must be identified with particularity and the costs associated with them shall be fully described and justified.
- f. If it becomes necessary for the Lead Agency to file suit, the member agencies shall pay reasonable attorney's fees and costs associated with any litigation, undertaken on behalf of the member agencies, including prosecution and/or defense. Any monetary losses from an unsuccessful prosecution/defense or unenforceable or an uncollectible judgment, or any monetary judgment in favor of the member agencies (including insurance proceeds or other recovery), shall be borne or distributed in proportion to their respective percentage of the operating budget identified in subparagraph 7.b. Any losses or favorable judgments shall be charged or credited to the operating budget in the year in which the charge or credit is made or received.

The fiscal year budget for each fiscal year, other than the first fiscal year this Agreement is in effect, shall be prepared and submitted to the member agencies by the end of February of the prior fiscal year. For the first fiscal year, the budget shall be prepared as soon as practicable after this Agreement has been executed by the member agencies. An adjustment of each member agency's contribution in any fiscal year shall be made after the audit of the preceding fiscal year and credited or debited in the fiscal year following the year in which the audit occurred.

h. If a member agency requests any service, which is beyond the service provided for in the Plan, it shall be considered a "sole benefit" expense to be borne solely by that member agency, and shall not be included in the calculation of the budgetary obligation of the other member agencies. This "sole benefit" exception also shall include any and all legal costs associated with it. The member agency requesting the "sole benefit" shall indemnify, defend and hold harmless the other member agency, its officers, employees and agents from and against any and all liability for damages or claims for damage for personal injury, including death, as well as the claims from property damage which may arise from that service.

Article 8. Service Review Committee.

- a. **Purpose.** The Service Review Committee shall provide direction to the Lead Agency, the Project Manager and the Broker. The Service Review Committee shall also be the arbitrator of disputes between the Project Manager, the Broker and/or service providers.
- b. **Membership.** The Service Review Committee shall consist of the General Manager (or his/her designee) from each member agency. Each General Manager shall designate an alternate staff member, to act as his/her representative on the Service Review Committee in his/her absence. The member agencies shall be advised of the designee within 30 days of the execution of this Agreement.
- c. **Direction.** In accordance with each member agency's practices, each General Manager shall be responsible for reviewing with and obtaining direction from his/her governing board on issues and actions coming before the Service Review Committee.
- d. **Required Votes; Approvals.** Each member of the Service Review Committee shall have one vote. The agreement of both General Managers (in his/her absence, the vote of his/her designee) is required on issues and actions which come before the Service Review Committee. If there are any disagreements between the voting members of the Committee, then the matter shall be referred to the governing bodies of the member agencies for resolution. If the member agencies cannot resolve the matter then it shall be settled as provided in Article 12.

If additional agencies join this Consortium, then each member agency is entitled to one vote on the Committee and a majority of the affirmative votes of the Committee's membership, in attendance at the meeting, is required to carry any motion.

- e. Quorum. A quorum consists of two voting members of the Committee, i.e. both General Managers, or both designees in the absence of the General Managers, or one General Manager and one designee in the absence of that member agency's General Manager. If there are more than two member agencies participating in this Consortium, then a quorum is a majority of the authorized voting members from each member agency.
- f. Minutes. The minutes of each Committee meeting shall be provided to each Committee member and the governing board of each member agency.
- g. Budget. The Service Review Committee shall review and submit the budget for each fiscal year to the governing bodies of the member agencies for approval and adoption.

Article 9. Advisory Committee.

- a. Purpose. The Consortium Advisory Committee shall be an Advisory Committee to the Services Review Committee. This committee shall provide advice on planning, policy and other matters, relating to the provision of paratransit services provided under this Agreement.
- b. Membership. This Committee shall be comprised of the following voting members:

LIST NUMBER AND TYPES OF PUBLIC MEMBERS EXAMPLES COULD INCLUDE

- One (1) staff representative from each member agency, selected by the General Manager of that agency;
- One (1) member of each member agency's accessibility committee/task force, selected from and by the members of the committee/task force, or if none, as determined by the governing body of that member agency, subject to the selection criteria set forth below;
- One (1) representative from each county's Paratransit Coordinating Committees (PCCs), selected from and by the members of each committee, subject to the selection criteria set forth below;
- One (1) representative from an existing city-based paratransit program in each county, selected by and from the existing city-based paratransit programs in each county.

The voting member from the accessibility committee/task force and from the PCCs shall be determined according to the following criteria:

1. The voting member must be a certified ADA paratransit consumer. If no one from the group is available who meets this requirement, then,
 2. The voting member must be a member who represents individuals who are certified ADA paratransit consumers. If no one from the group is available who meets this requirement, then,
 3. The voting member may be any member of the group.
- c. Non-Voting Ex-Officio Members. The Project Manager, and the Broker shall be non-voting ex-officio members of the Committee.
 - d. Required Votes; Approvals. Each Committee member is entitled to one vote, and a majority of the Committee's authorized voting membership present at the meeting is required to carry any recommendation or motion.
 - e. Quorum. A majority of the voting members of the Committee shall constitute a quorum.
 - f. Minutes. The minutes of each Committee meeting shall be provided to each Committee member and to the committees, organizations, or entities of each of the committee representatives.

Article 10. Termination/Withdrawal.

- c. Individual Member Withdrawal. A member agency may terminate its participation under this Agreement at any time by providing written notice one year prior to such termination to the other member agencies. The notice of termination may be rescinded upon written notice to the other member agencies any time before the effective date of termination, provided, however, that the other member agencies must approve such rescission.

Each member agency is responsible for its contribution to the funding of the Plan and its obligations under this Agreement during the term of this Agreement. If the member agencies have executed a long-term contract for paratransit services which includes a commitment to claim and expend paratransit financial assistance which a terminated member agency is eligible to claim, the terminated member agency shall be bound by such commitment. A long-term contract for purposes of this Agreement is any agreement or commitment which extends beyond a single fiscal year. The terminated member agency shall not claim, but instead shall assist the Service Review Committee, the Lead Agency and other personnel identified in this Agreement to claim such financial assistance during the term of such contract. If possible, the member agencies will cooperate to arrange an equitable division of the obligations and benefits of any outstanding long-term contracts. A terminated member agency shall continue to provide assurances and perform acts as may be required for any

claim and/or grant application to fund the services for any long-term contracts which continue in existence beyond the date of termination. During the term of any long-term contract, the terminated member agency shall continue to receive coordinated paratransit services within its area in proportion to the financial assistance which is attributable to such terminated member agency. A terminating member agency shall have no financial obligation under this Agreement after the effective date of its termination, except as specified above.

- d Complete Dissolution. If the member agencies have executed a long-term contract for paratransit services which cannot be canceled or divided and which includes a commitment to claim and expend financial assistance for the period of such contract, then this Agreement shall remain in effect during the term of such contract unless reasonable alternate terms can be negotiated with the other party to the long-term contract.

Article 11. Disposition of Money and Property.

Upon the withdrawal of a member agency, any property acquired by the members jointly under this Agreement and any credits or debits shall be determined upon the close of the fiscal year, as provided in Article 7.a and distributed to or collected from the withdrawing agency. To facilitate such distribution, property may be distributed in kind or reduced to cash by sale. Any distribution of cash, including surplus monies, to a member agency in excess of its actual contributions shall be at the recommendation of the agency originally disbursing the funds. If member agencies cannot agree upon the valuation of acquired property or upon their distributive shares, the disagreement shall be referred to a panel of three referees for decision. One referee shall be appointed by the member disputing the valuation or disposition. One referee shall be appointed by the members supporting the valuation or distribution. One referee shall be appointed by the two referees first appointed.

Article 12. Miscellaneous.

- a. Term of Agreement. This Agreement shall become effective upon execution by member agencies and shall remain in full force and effect until terminated as provided for in this Agreement.
- b. Amendment. This Agreement shall be amended only with the unanimous approval of all member agencies.
- c. Additional Members. Additional members may be added to this Consortium and Agreement with the consent of the member agencies and the additional member.
- d. Dispute Resolution. If a dispute among the member agencies cannot be resolved by their governing bodies, then a mediator shall be retained by the parties to assist them in resolving the dispute. The mediator shall be selected from a panel of five mediators established by the parties subsequent to the

execution of this Agreement. The determination of which member agency strikes first shall be determined by a flip of a coin. The costs of the mediator shall be shared equally by the member agencies.

- e. Successors. This Agreement shall be binding upon and insure to the benefit of any successors or assigns of the member agencies.
- f. Plural. As used in this Agreement any singular term includes the plural.
- g. Severability. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of INSERT STATE, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions, or provisions can be construed in substance to constitute the Agreement that the member agency intended to enter into in the first instance.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by authorized officials on the dates indicated below:

INSERT NAME OF AGENCY

By: INSERT NAME AND TITLE

DATE: INSERT DATE

INSERT NAME OF AGENCY

By: INSERT NAME AND TITLE

DATE: INSERT DATE

MODEL AGREEMENT FOR COORDINATING A JOINT TICKET PROGRAM

AGREEMENT AMONG THE *(List all agencies)*

Agreement is for the period from _____ through _____
By and with the *(List all agencies)*

This

TNESSETH

WI

WHEREAS, _____ is a transit district duly created and acting under the laws
of the State _____, operating a public transit system in _____
_____ Counties; and _____

(

Repeat this WHEREAS for all participating agencies.)

WHEREAS,

h

ave determined that a Joint Ticket for use on public transit vehicles will encourage transit use.

WHEREAS, it is the intention of *(List all agencies.)*

t

o enter into an agreement providing for the sharing of revenues from the joint Ticket Program;

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

ARTICLE I DESCRIPTION OF THE PROGRAM

(Insert description of Joint Ticket and its valid period of use)

All parties to this agreement shall accept the Joint tickets on their systems subject to the conditions specified in Article VI D herein for the fixed periods specified above.

The Joint tickets shall be priced according to Schedule A (Attached hereto and incorporated by reference.) Any modifications to this pricing schedule must be approved in advance by *(List agencies or committee)*

Definitions

(The following are examples that might be included in this section.)

“Fare” shall mean the price charged to transport a patron using transit services provided by parties to this agreement.

“Joint Ticket Committee” shall mean a group comprised of one representative from each party to this agreement, which shall administer the Agreement on behalf of the parties as described herein.

“Local fare credit” shall mean the fare required to ride a transit system in its local service area.

ARTICLE II. JOINT REVENUE REIMBURSEMENTS FOR THE JOINT TICKET FOR WHICH CASH IS RECEIVED DURING THE TERM OF THE TERM OF THE AGREEMENT

A. COMPENSATION FORMULA

1). The pricing of each Joint ticket is based on the following *(insert pricing formula)*

2). Bus operators shall be compensated based on the following formula: *(Insert agreed-upon*

formula for sharing revenues.) _____^f
_____^o

B. ALLOCATION AMONG BUS OPERATORS

Follow-up surveys to adjust the allocation percentages in Schedule B shall be conducted in the future by a majority vote of Joint Ticket committee members. The Committee shall decide who will design and conduct this survey.

ARTICLE III. INFORMATION REPORTING REQUIREMENTS

All parties agree to make available to one another current and historical information necessary for the monitoring and evaluation of the program. *(List agencies)* _____

shall provide data, and an explanation in writing, of methodologies used for data collection, to any party to this agreement within (30) days of a written request from any other party to this Agreement.

(List agencies) _____
agree to report the Joint Ticket Committee existing adult fares, and any fare and pass price changes in advance of their implementation. All fare changes shall be reflected in the revenue distribution in the quarter following the period of the effective increase (decrease).

ARTICLE IV. RECORDS AND AUDITS

This agreement is subject to the examination and audit of the auditor General of the State of for a period of the three (3) years after final payment under this Agreement. The examination and audit shall be confined to those matter connected with the performance of the Agreement, including, but not limited to, the cost of administering the Agreement.

During the term of this Agreement, the parties shall permit an authorized representative of another party, upon reasonable request, access to inspect, audit and make copies of its ridership data and records relating to this Agreement.

ARTICLE V. INDEMNITY

Each party to this Agreement agrees to save harmless each and every other party to this Agreement, their directors, commissioners, officers, agents and employees from liability arising out or in connection with any party's performance under this Agreement; excepting only any party may recover from any other party monies or returned based on a miscalculation of the compensations due under this Agreement.

Each party to this Agreement agrees to defend and indemnify each and every other party to this Agreement, their directors, commissioners, officers, agents and employees against any claim or for any liability arising out of in connection with bodily injury, property damage or personal injury to any third party based on such third party's use of indemnitor's transit operations or the third party's presence on the indemnitor's property, unless such claim arises out of the sole negligence or willful misconduct of the indemnified party or its directors, commissioners, officers, agents, contractors or employees.

The parties may agree to the joint legal; representation and the sharing of all related costs and expenses, including legal fees of outside counsel, for all third party claims or liability imposed upon any party to this Agreement and arising from this Agreement which are not addressed above. The sharing of such costs shall be according to a mutually agreeable formula.

ARTICLE VI. GENERAL PROVISIONS

A. FARES

Each participating operator shall be responsible for the setting of fares for, and operation of all its services.

B. MARKETING AND DISTRIBUTION

Periodic meetings of the Joint Ticket Committee shall be held to prepare and approve program marketing expenses. These expenses will be shared as described in Article VI, Paragraph J below.

Joint tickets will be distributed at sales both operated by each of the participating agencies.

Each party may inform the public of the policy established in this Agreement by any means it deems appropriate, including but not limited to, graphics, printed material, promotions, and signs.

C. AMENDMENTS

This Agreement may be modified, supplemented, or amended only by a written agreement of all parties hereto in accordance with applicable law.

Additional transit operators may be added as parties to this Agreement under the same terms and conditions as then exist for all current parties to this Agreement.

All amendments to this Agreement are subject to the review and unanimous approval of the Joint Ticket Committee.

D. CONDITIONS OF USE OF JOINT TICKETS *(Examples that might be included in this section)*

(Name of Agency): _____: Joint tickets shall be valid on all routes except Route # _____ and Route # _____.

(Name of Agency): _____ Joint tickets shall be valid as local fare credit on all routes.

E. COOPERATION

In cases where it is imperative that other restrictions not detailed in VI., D. above be placed in usage of the Joint ticket by a particular operator, the Joint Ticket Committee must be notified by that operator 30 days in advance of the imposition of such restrictions. An abbreviated version of the terms and conditions will be printed on available space on the backside of the Joint tickets

Each party will use its best efforts to implement the policy established in the Agreement, and will cooperate with the other parties in resolving and operational problems which may arise from its implementation and operation.

F. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties. Each party represents that in entering into this Agreement it has not relied on any previous representations, inducements or understanding of any kind or nature.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

G. TERM

This Agreement is in effect until (*insert date*) _____, or until terminated as provided in Section H, which occurs sooner.

H. TERMINATION

The parties hereto reserve the right to terminate their participation in this Agreement upon 60 day written notice to all other parties. The written notice notifying other parties must specify the reason for the termination and the date upon which the termination becomes effective.

During the period before the termination date, all parties shall meet to resolve any dispute which may be the cause of said termination, unless all parties agree in writing not to do so.

I. NON-PRECEDENT SETTING

This Agreement is not intended as a precedent for the sharing of revenues after termination of this Agreement, or for other inter-operator pass or ticket programs. Any arrangements concerning the sale, collection of revenues, and payments between the parties concerning Joint tickets after termination of this Agreement, or concerning other inter-operator pass or ticket programs, will be the subject of one or more separate agreements.

J. COSTS

- 1) Except as provided in Paragraph 2 below, each party shall bear its own internal costs associated with being a participant in this agreement, including, without limitation any reporting or auditing costs.
- 2) All participants to this agreement shall share the common costs of managing the program. These management costs are divided into three areas, as follows.
 - a. Clearinghouse costs. The clearinghouse costs for this Agreement consist of the Lead Agency's Customer Service labor costs, Treasury Department labor costs, Accounting Department labor costs, Joint ticket stock costs, and ticket delivery service costs. Estimated dollar figures for the first year's costs are detailed in Schedule C. Clearinghouse costs for the latter two (2) years of this Agreement shall be calculated using the actual wage rates for the year during which these costs were incurred. After the first year of this Agreement, any party to this Agreement may request a renegotiation of the methodology utilized to calculate these clearinghouse costs. The amount of interest earned by the Lead Agency as a result of retaining program revenues shall be computed by the Lead Agency's Treasury Department, and shall be subtracted from these clearinghouse costs before each operator's share is allocated. Clearinghouse costs will be allocated across all program participants in proportion to total revenues received under the Joint Ticket program during the prior distribution period.
 - b. Marketing costs. The marketing costs for the first year of this agreement are detailed in the Schedule C. The marketing costs of the program for the remaining two (2) years of this agreement shall be set by a majority of the Joint Ticket Committee. These costs shall be shared in the manner described in sub-paragraph a. above.
 - c. Management costs allocation. One-fourth of the annual costs described in Paragraphs a., and b. will be subtracted from each quarterly bus share reimbursement, and will be allocated among each operator as described in Paragraph a. above.

K. GOVERNING LAW

This Agreement shall be deemed to be made in accordance with the laws of the State
of .

L. SEVERANCE

If any part of this Agreement is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect. Should the severance of any party of the Agreement materially affect any of the rights or obligations of the parties, the parties, the parties will negotiate in good faith to amend this Agreement in a manner satisfactory to all parties.

ARTICLE VII. NOTICES

All statements, payments, financial and transfer trip reports, notices or other communications to a party by another shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follow: *(List all agencies with address and contact person)*

SCHEDULE A

JOINT TICKET PRICES

(Example)

PRICE*	AGENCIES' SHARE
\$28	
\$33	
\$37	
\$42	
\$47	
\$52	
\$56	
\$61	

* Figures calculated using the following formula: *(Insert formula from Article II A (1))*

SCHEDULE B

**PERCENT OF JOINT TICKETS
CREDITED TO BUS AGENCY***

(Example)

AGENCY	PERCENT
AGENCY NAME	50%
AGENCY NAME	30%
AGENCY NAME	20%

* Based on survey dated _____. These percentages may change based on future surveys, as described in Article II.

SCHEDULE C

JOINT TICKET PROGRAM FY____ COSTS

(Example)

TYPE OF COST	ESTIMATES
Clearinghouse Costs Customer Service Treasury Accounting Tickets Federal Express Subtotal	
Marketing Costs Brochures Signs Subtotal	
Estimated FY Program Costs	

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day first mentioned above.

_____ *(Name of agency)*

By: _____ *(Name of authorized signatory)*

Authorized by *(Name of Agency)*'s Board of Directors

Resolution No.

Adopted:

_____ (*Name of agency*)

By: _____ (*Name of authorized signatory*)

Authorized by (*Name of Agency*)'s Board of Directors

Resolution No. _____

Adopted:

_____ (*Name of agency*)

By: _____ (*Name of authorized signatory*)

Authorized by (*Name of Agency*)'s Board of Directors

Resolution No. _____

Adopted