

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LAKE AND LAKE TRANSIT AUTHORITY
FOR THE ESTABLISHMENT OF A BUS ROUTE FOR MOUNT KONOCTI**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into on _____, 2019, by and between the County of Lake (hereinafter referred to as “COUNTY”) and the Lake Transit Authority (hereinafter referred to as “LTA”).

WHEREAS, COUNTY desires to permit a limited bus route to expand public access for elderly and physically limited persons to and within the County’s park property known as Mount Konocti (hereinafter referred to as the “Park”); and

WHEREAS, COUNTY is authorized to operate two buses per day, twelve days per year, for a total of twenty four trips per year, to transport elderly and/or physically limited persons on Konocti Road to the top of Mount Konocti; and

WHEREAS, LTA is the sole provider of public transportation services in Lake County pursuant to a joint powers agreement between COUNTY, the City of Clearlake, and the City of Lakeport, formed in 1996 for the purpose of providing public transportation services within their jurisdictions; and

NOW THEREFORE, COUNTY and LTA agree as follows:

ADMINISTRATION

The LTA Transit Manager, or his/her Designee, shall represent LTA in all matters pertaining to this MOU, and shall administer this MOU on behalf of LTA. The COUNTY Public Services Director or his/her designee shall represent COUNTY in all matters pertaining to performing services and managing this MOU on behalf of the COUNTY.

LTA and COUNTY will meet periodically to determine schedules and coordinate public information efforts.

TERM

This MOU shall commence on _____, 2019 and shall remain in effect unless terminated as hereinafter provided.

TERMINATION

This Agreement may be terminated as follows:

1. By mutual written consent of the parties; or
2. By either party upon sixty (60) days written notice to the other party.

COUNTY RESPONSIBILITIES

1. COUNTY grants LTA access to the Park bus route at time(s) to be mutually agreed upon.
2. COUNTY will provide maintenance of the roads, turnaround and parking areas.
3. COUNTY will provide trained volunteer docents or staff who will accompany passengers while on the LTA bus and will accompany passengers when they disembark at stops along the route. During any LTA bus service in the Park, docents or staff shall have a mobile phone available and each docent accompanying passengers shall have knowledge of first aid. Docents shall obey all Park rules, to include but not limited to the prohibition of smoking.
4. COUNTY is responsible for any determination that would close the Park road and prevent access by LTA for weather, emergency or dangerous road conditions. COUNTY will make every effort to notify LTA of closure in a timely manner. The determination of closure may be made by the COUNTY Public Services Director, the COUNTY Public Works Director, the COUNTY Parks Superintendent, the COUNTY Roads Superintendent, or a fire or law enforcement

official.

5. COUNTY will assist in the marketing of the LTA bus route by providing links on its COUNTY websites to the LTA website for passenger reservations and payments.

LTA RESPONSIBILITIES

1. LTA shall provide public transit route services utilizing drivers with valid Class B licenses with appropriate certifications and medical card. LTA will operate passenger buses with a maximum GVWR of 26,000 lbs capable of navigating the County-maintained paved road to, and the dirt road within, the Park.
2. The LTA bus will be equipped with seatbelts, a 2-way radio, wheelchair lift and wheelchair securements for up to two wheelchairs.
3. LTA Board of Directors, which includes County representatives, will establish fares and procedures for collecting fares and making reservations. Cancellations due to adverse weather or road conditions that prevent LTA from initiating a trip will require LTA to reimburse customers who had pre-paid reservations or allow them to reschedule on a subsequent available date. Fares collected shall be the property of LTA.
4. LTA acknowledges that the Park road is shared by other traffic including pedestrians and all types of trail users as well as vehicles of parks employees, vendors and lessees' vehicles for the communications facility on Buckingham Peak, and other vehicles allowed access by the Public Services Director and agrees that it shall take all necessary safety precautions to safely accommodate such shared use.
5. LTA acknowledges that a portion of the road that will be utilized is an easement that crosses the property of a resident whose property lies wholly within the Park

boundaries and shall take all necessary steps to ensure that LTA's operation of this bus service does not intrude upon the private property rights of said resident.

6. LTA shall not exceed a speed of 15 mph or a safe driving speed, whichever is less.
7. LTA shall park in area for embarkation and debarkation as provided and designated by the COUNTY.
8. LTA drivers shall obey all Park laws, to include but not limited to the prohibition of smoking.

NON-DISCRIMINATION

In the performance of the services authorized under this MOU, neither the COUNTY nor LTA shall not unlawfully discriminate against any qualified person because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

INSURANCE

1. Compensation Insurance. Each party shall maintain at its own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, each party shall require its subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

2. Commercial General Liability. Each party shall maintain, at its own expense during the term hereof, upon itself and any and all employees and volunteers at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.
3. Vehicle Liability Insurance. Each party shall maintain, at its own expense during the term hereof, Comprehensive Vehicle Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles, including but not limited to passenger vehicles, used in connection with each party's performance pursuant to this MOU in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
4. Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance of each party must each contain, or be endorsed to include the other party as an additional insured.

INDEMNIFICATION

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of

either party.

STANDARD OF CARE

LTA represents that is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by LTA or designated subcontractors, in a manner according to generally accepted public transportation practices.

MODIFICATION

This MOU may only be modified by a written amendment hereto, executed by both parties.

SEVERABILITY

If any provision of this MOU is held to be unenforceable, the remainder of this MOU shall be severable and not affected thereby.

NOTICES

All notices that are required to be given by one party to the other under this MOU shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly address envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

LTA
Lake Transit Authority
Lisa Davey-Bates, Executive Director
367 N. State St., Ste. 204
Ukiah, CA 95482

COUNTY
County of Lake
Lars Ewing, Public Services Director
333 Second Street
Lakeport, CA 95453


ADDITIONAL PROVISIONS

This MOU shall be governed by the laws of the State of California

IN WITNESS WHEREOF, the parties have executed this agreement as of the effective date first written above.

LAKE TRANSIT AUTHORITY

COUNTY OF LAKE



Lisa Davey-Bates, Executive Director

Chair, Board of Supervisors

APPROVED AS TO FORM
Anita L. Grant
County Counsel

ATTEST: Carol J. Huchingson
Clerk of the Board

By: 

By: _____

