
DATE: May 23, 2024

TIME: 9:45 AM

PLACE: 901 N. Cameron Street, Harrisburg, PA
A Zoom option will also be offered.
Public may participate at Cameron Street or Zarfoss Drive Locations.

PURPOSE: May 2024 Board Meeting

ORDER OF BUSINESS

1. Call to Order
2. Changes or Modifications to the Agenda
3. Public Comment: Accepted in Person or in Writing
4. Approval of Minutes
 - A. Meeting Minutes of March 28 , 2024 (Pages 2-3)
5. Communications
6. Old Business
7. New Business

RESOLUTION 2403 – APPROVING THE CUMBERLAND DAUPHIN HARRISBURG TRANSIT AUTHORITY POLICIES, PROCEDURES AND DISCIPLINE CODE
(Pages 4)

RESOLUTION 2404 - APPROVING MUTUAL COOPERATION AGREEMENT WITH THE SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY (SRTA)
(Pages 5-8)

8. Adjournment

Next Meeting: TBD

MINUTES OF BOARD MEETING

March 28, 2024

The regular meeting of the Authority's Board of Directors convened March 28, 2024, at 9:45 AM via a zoom meeting. Chairman Eric Bugaile presiding. Present were board members: LaToya Winfield Bellamy, Jarrod Johnson and Rich Kotz. Jill Nagy, Counsel, was also present.

Others Attending: Rich Carson, Carrie Gray, Keith Martin, Ray Rosen, Kirk Stoner, Tom Wilson, Steve Baldwin, Rich Farr, Brian Gillette, Nicole Hansen, Bev Hockenberry, Donna Lattimore, Trevor Manahan, Jenna Reedy, Sherry Welsh and Chris Zdanis.

CHANGES OR MODIFICATIONS TO THE AGENDA

No changes or modifications to the agenda.

PUBLIC COMMENT

There was no public comment.

APPROVAL OF MINUTES

Tom Wilson moved to approve the minutes that were held on January 25, 2024. Keith Martin seconded. Motion was approved.

COMMUNICATIONS

No communications.

TREASURER'S REPORT

The Treasurer's report will be reviewed in detail at the Susquehanna Regional Transportation Authority Board Meeting.

OLD BUSINESS

No old business.

NEW BUSINESS

RESOLUTION 2402 – RESOLUTION OF THE BOARD OF THE CUMBERLAND-
DAUPHIN-HARRISBURG TRANSIT AUTHORITY (CDHTA) TO
ADOPT PROPOSED STATEMENT OF REVIVAL AND TO TAKE
ANY AND ALL OTHER ACTIONS RELATED THERETO

Jarrod Johnson made a motion to adopt the resolution. LaToya Winfield Bellamy seconded the motion. Motion was approved.

ADJOURNMENT

LaToya Winfield Bellamy made a motion to adjourn the meeting at 9:51 AM.

Respectfully Submitted,

Jason Graves
Secretary

RESOLUTION 2403

APPROVING THE CUMBERLAND DAUPHIN HARRISBURG TRANSIT AUTHORITY POLICIES, PROCEDURES AND DISCIPLINE CODE

WHEREAS, the Cumberland Dauphin Harrisburg Transit Authority wishes to adopt established guidelines in order to maintain a work environment that outlines the policies and procedures for managers and employees,

WHEREAS, Cumberland Dauphin Harrisburg Transit Authority is committed to equal opportunity with respect to all aspects of its employment practices.

WHEREAS, Cumberland Dauphin Harrisburg Transit Authority is committed to conducting business which presents an actual or potential conflict of interest. (Code of Conduct)

WHEREAS, Cumberland Dauphin Harrisburg Transit Authority is committed to maintaining a work environment that is consistent and free of discrimination. In keeping with this commitment, SRTA will include employment policies in one booklet to serve as a guideline for union employees and managers.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cumberland Dauphin Harrisburg Transit Authority, that the adoption of the Cumberland Dauphin Harrisburg Transit Authority Employee Handbook be adopted and instituted.

CERTIFICATION OF OFFICERS

OF

CUMBERLAND DAUPHIN HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland Dauphin Harrisburg Transit Authority Board Members held on May 23, 2024.

Jason Graves
Secretary
Cumberland Dauphin Harrisburg Transit Authority

attest: _____
Eric Bugaile
Chairman
Cumberland Dauphin Harrisburg Transit Authority

RESOLUTION NO. 2404

**APPROVING MUTUAL COOPERATION AGREEMENT WITH THE
SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY (SRTA)**

WHEREAS, an agreement was made on December 2, 2021 between Cumberland-Dauphin-Harrisburg Transit Authority (CDHTA) and SRTA (Susquehanna Regional Transportation Authority) to outline the roles and responsibilities of each Authority which advanced the directives of the funding partners; and

WHEREAS, the Agreement is set to expire on June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that it approves the Mutual Cooperation Agreement with SRTA.

CERTIFICATION OF OFFICERS

OF

CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY

I certify that the foregoing is a sound and true copy of a Resolution adopted at a legally convened meeting of the Cumberland-Dauphin-Harrisburg Transit Authority Board Members held on May 23, 2024.

Attest: _____
Jason Graves
Secretary

Eric Bugaile
Chairman

MUTUAL COOPERATION AGREEMENT

THIS INTER-GOVERNMENTAL AGREEMENT made this April 25 day of 2024, by and between the CUMBERLAND-DAUPHIN-HARRISBURG TRANSIT AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 1945, with its principle offices located at 901 N. Cameron Street, Harrisburg, PA 17101, Pennsylvania, (herein referred to as "CDHTA"), and the SUSQUEHANNA REGIONAL TRANSPORTATION AUTHORITY, a municipal authority organized under the Municipalities Authorities Act of 2001, with its principal offices located at 901 N. Cameron Street, Harrisburg, Pennsylvania, (herein referred to as "SRTA").

WITNESSETH:

WHEREAS, CDHTA is a municipal authority engaged in the activity of providing public transit services within the Counties of Dauphin, Cumberland, and the City of Harrisburg; and

WHEREAS, SRTA is a municipal authority engaged in the activity of providing public transit services within the County of Adams, Cumberland, Dauphin, York and the City of Harrisburg and Columbia, Franklin, Indiana, Montour, Northumberland, Perry, Snyder and Union; and

WHEREAS, CDHTA desires to contract with SRTA to provide executive, management, administrative and support services; and,

WHEREAS, SRTA, as the designated recipient of federal, state and local funding and the operator of public transit services, desires to subcontract with CDHTA to provide public transportation services; and

WHEREAS, CDHTA will cooperate with SRTA to the extent required to fulfill all of the obligations set forth in this Agreement; and

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as set forth below.

1. **SRTA Services.** SRTA agrees to provide all executive, management, administrative and support services to CDHTA. This shall include but not be limited to services of the executive director, who shall be generally responsible for the overall management and leadership of CDHTA, as well as all other necessary management, supervisory, administrative and support services staff, including management and supervisory operations staff, management and supervisory maintenance staff, financial department services and staff, administration and human resources services and staff, customer service staff, IT department services and staff, and procurement, marketing, safety and training, and clerical services and staff. SRTA shall also be responsible for Board and public relations, developing a support relationship with appointed and elected officials, labor relations and maintaining CDHTA on a sound financial basis. SRTA shall establish and maintain goals for the public transportation system and follow the policy guidance established by CDHTA's Board. SRTA shall oversee compliance with all Federal, State, and Local statutory and regulatory requirements (Including, but not limited to Audits, Compliance Reviews, Annual Reporting) with the support of CDHTA through provision of any relevant data or statistics, prepare Board meeting agenda and materials and its executive director shall attend Board meetings of CDHTA, and

represent CDHTA at any meetings required with local elected officials. CDHTA recognizes and agrees that SRTA shall provide the same services to the Central Pennsylvania Transportation Authority (CPTA) during the same time period.

2. **Authorization.** CDHTA authorizes SRTA to take all actions as necessary to efficiently and effectively perform all actions to operate the organization, including but not limited to, executive, administrative and support services under this Agreement, including but not limited to: the right to purchase in accordance with procurement policies; to enter into and execute contracts and agreements in accordance with procurement policies; to apply for, to amend and administer current and future grant agreements; to hire, fire and discipline and otherwise manage and supervise employees; to update branding to incorporate SRTA's standard "doing business as" rabbittransit; to sign checks and handle monies and finances.
3. **Payment for services.** SRTA, as the designated recipient of federal, state and local funds, shall prepare all budgets, set consumer fares. SRTA will pay CDHTA for net expenses (total expenses less revenue retained for those services) for the provision of transit service. CDHTA and SRTA shall review the actual costs of such services and any payment made to CDHTA for expenses attributable to the operations of CDHTA will be paid by SRTA on a monthly basis.
4. **Other services and costs.** With prior approval by CDHTA and SRTA, both parties agree to reimburse other in the event one Authority assumes additional responsibilities for the other. Invoicing shall promptly be completed and payment will be within thirty (30) days.
5. **Term.** The management, administrative and support services shall begin on or about June 1, 2024, and shall remain in full force and effect through June 30, 2029. At the conclusion of this term, the Agreement may be renewed upon mutual agreement on a month to month basis or other terms.
6. **Relationship of the Parties.** The executive, management, administrative, support staff employees and operations and maintenance employees in Adams, Columbia, Cumberland, Franklin, Montour, Northumberland, Perry, Snyder and Union Counties providing any services to CPTA or CDHTA under this Agreement shall be employees of SRTA only and shall not be employees of CPTA or CDHTA. Nothing in this Agreement shall construe SRTA, CPTA and CDHTA to be joint employers under any federal or state law.
7. **Personal Liability.** No officer, director or employee of SRTA or CDHTA shall be personally liable for the performance of the terms of this Agreement.
8. **Indemnification.** SRTA shall indemnify, defend, keep and save harmless CDHTA, its agents, officials, Board members, servants, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against CDHTA arising out of or resulting from SRTA's acts or omissions, including acts or omissions of its employees, servants, and agents, as a result, direct or indirect, of the performance by SRTA or any other persons working on SRTA's behalf of its obligations and responsibilities under this

Agreement. Likewise, CDHTA shall provide the same indemnification to SRТА for any claim, suit or action that may arise from CDHTA's acts or omissions to the extent set forth above. Nothing in this paragraph shall be a waiver of either parties' governmental immunity status. SRТА shall be responsible for all compensation, including worker's compensation and other fringe benefits, for all SRТА employees. Similarly, CDHTA shall be fully responsible for all compensation including worker's compensation, and other fringe benefits, for all CDHTA employees.

9. Invalidity of Provision. Should any part of this Agreement be declared unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such declaration will not affect the validity of the remainder of this Agreement, which will continue to be in full force and effect; provided, however, that if any part is declared unconstitutional, invalid or beyond the authority of a party to enter into or carry out, and is, in the judgment of CDHTA or SRТА, material to the Agreement, CDHTA or SRТА shall have the right on ninety (90) days written notice to the other to terminate this Agreement.

10. Notices. All notices required or allowed by this Agreement shall be in writing by certified mail, return receipt requested, addressed to the receiving party as follows:

To SRТА: 901 N. Cameron Street, Harrisburg PA 17101
To CDHTA: 901 N. Cameron Street, Harrisburg PA 17101

Or at such other address as either party may designate in writing to the other party as its address for receiving of notices.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound hereby, do hereunto set their hands and official seals the day and year first above written.

ATTEST: _____
Jason Graves, CDHTA Secretary

Eric Bugaile, CDHTA Chairman

ATTEST: _____
Thomas Wilson, SRТА Secretary

Eric Bugaile, SRТА Chairman