

Humboldt Transit Authority
Governing Board of Directors
AGENDA
Regular Meeting July 20, 2016
HTA Conference Room - 133 V Street Eureka
9:00 a.m.

- I. Call meeting to Order
- II. Roll Call & Introductions
- III. Community Members Communication
Members of the community are invited to comment on items or issues not on the agenda.
- IV. Consent Calendar
By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.
 - a. Agreement Between the Humboldt County Office of Education (HCOE) and the Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services Page 01
At the Humboldt County Office of Education's June 2016 meeting, the board accepted Humboldt Transit Authority's proposal to provide preventive maintenance and repairs on twelve school buses.
Action Recommended: Execute The Agreement Between Humboldt County Office of Education and Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services.
 - b. Minutes from the June 15, 2016 Regular Board Meeting. Page 08
Action Recommended: Approve minutes
 - c. May 2016 statistics and financial statements for all systems operated by HTA Enclosed
Action Recommended: Receive & File
- V. Items Removed from the Consent Calendar
- VI. Action Item
 - a. Bikes on Humboldt Transit Authority Buses. Page 11
HTA employees request the Board consider reviewing the current practice of bringing bikes inside Redwood Transit System buses.

VII. Closed Session

- a. Public Comment
- b. Pursuant to Government Code Section 54957(b)(1) the Board will meet in closed session to conduct an evaluation of performance for the employee currently holding the position of General Manager, Greg Pratt.
- c. Pursuant to Government Code Section 54957.6 the Board will meet in closed session to give direction to its appointed representative concerning negotiations over salary for the unrepresented General Manager, Greg Pratt
- d. Pursuant to Government Code Section 54957.1 at the conclusion of the closed sessions a public report will be made by the Board Chair disclosing action taken as required.
- e. The Board will Reconvene in Open Session

VIII. Communications

- a. Board
- b. Staff:

IX. Adjournment

Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.

Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
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TO: Chair Lovelace
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: July 20, 2016

SUBJECT: Agreement Between the Humboldt County Office of Education (HCOE) and the Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services.

In April of this year, HTA submitted a proposal to HCOE to provide maintenance and repair on their fleet of 12 school buses at a rate of \$82.00 per hour, plus parts. HTA was awarded the bid at the June 8, 2016 meeting of the Humboldt County Board of Education.

Staff recommends the contract term be for one-year, beginning on July 20, 2016, and ending on June 30, 2017, at which time it can be reviewed and amended, if necessary. If no amendment is necessary, we will extend it for a term agreeable to both HTA and HCOE.

Action Recommended: Execute The Agreement Between Humboldt County Office of Education and Humboldt Transit Authority to Provide Vehicle Maintenance and Repair Services.

AGREEMENT FOR MAINTENANCE, AND REPAIR SERVICE

THIS AGREEMENT, made in Eureka, California, this 20th day of July, 2016, by and between the Humboldt County Office of Education (hereinafter called "HCOE"), and HUMBOLDT TRANSIT AUTHORITY j o i n t powers public entity of the State of California (hereinafter called "Contractor").

WHEREAS, Humboldt County Office of Education ("HCOE") organized and existing under provisions of Superintendent of Humboldt County Schools, providing transportation services to Humboldt County Area Schools; and

WHEREAS, HCOE desires to contract with Contractor regular maintenance services and repairs on twelve (12) HCOE buses; and,

WHEREAS, Contractor desires and has the capacity to provide regular maintenance service for HCOE buses; and,

WHEREAS, Contractor possesses the power under California Government Code Section 6502 and the joint exercise of powers agreement under which it is constituted to provide such services and receive payment therefore;

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

1. Operation and Management. Contractor is hereby engaged by HCOE to provide regular preventive maintenance inspections, maintenance and repair service, tune-ups, and repairs, for the HCOE vehicles consisting of eleven buses as hereinafter provided.
2. Term. The term of this Agreement shall commence the date first above written, and shall continue until terminated as hereinafter provided.
3. Personnel. Contractor shall at all times provide sufficient personnel to render the preventive maintenance inspection, maintenance, and repair service as provided for herein. Contractor shall hire, supervise, and discharge all personnel involved in the inspection, maintenance, and repair service as provided herein. Contractor shall make all reasonable efforts to insure that maintenance personnel are thoroughly qualified. Contractor shall compensate all personnel, and shall pay all state, federal, and local employment taxes and any benefits or other compensation due said personnel by virtue of their employment. It is expressly understood that the relationship between HCOE and Contractor shall be that of independent contractor and that the relationship of employer and employee shall exist only between Contractor and said personnel. Contractor shall, at Contractor's expense, maintain Workers' Compensation Insurance to cover all personnel during their employment by Contractor.

4. Business Office. Contractor shall maintain a local office and listed telephone under its own name. The office shall remain open 8:00 a.m. to 4:30 p.m., closed between noon and 1:00 p.m. for lunch, Monday through Friday, except holidays. Office and facilities shall be located within the city limits of the City of Eureka or within three miles thereof.
5. Shop Hours. Contractor shall maintain a local maintenance shop within its own facility. The shop shall remain open 4:30 a.m. to 12:00 a.m., Monday through Friday and 7:00 a.m. to 8:00 p.m., Saturday, and Sunday except holidays.
6. Maintenance: Contractor shall service and maintain all HCOE owned vehicles (buses) used in the operation and shall at all times keep the vehicles in a neat and clean condition while they are at Contractor's facility. Said equipment shall be maintained in accordance with the maintenance specifications as specified by the manufacturer and to the satisfaction of the California Highway Patrol. Contractor shall provide, at the per hr. price plus parts as specified in this Agreement, the following maintenance services: periodic lubrication of the vehicles chassis, steam cleaning the engine compartment, providing tools for maintenance, misc. small parts (nuts bolts screws) and chassis lube (the "Included Maintenance").
7. Other maintenance and repairs. Contractor also to conduct such other maintenance and repairs as requested by HCOE from time to time. In addition, Contractor shall keep such maintenance records as requested by HCOE in writing. Such records shall include records of all maintenance, repairs and checks performed on vehicles, listed according to date, mileage, and/or engine hours. Contractor shall maintain records showing total maintenance costs and labor time.
8. Road Calls. Contractor shall provide roadside repairs for HCOE vehicles. Except as expressly set forth in this Agreement, road calls will be limited to HCOE's service area covering from Scotia on the South, Trinidad to the North, Carlotta/Blue Lake area to the East, and Humboldt Bay on the West. Contractor may elect to perform roadside repairs for HCOE vehicles outside of the foregoing service area, as HCOE may request from time to time, but the decision to perform any such repairs shall always be at Contractor's sole discretion. Contractor shall keep records of road calls including all repairs performed on vehicle during such road call.
9. Annual California Highway Patrol Terminal Inspection. Contractor shall provide comprehensive maintenance records and support personnel, as well as any other maintenance related documentation required for a California Highway Patrol annual terminal equipment inspection. Personnel records, such as driver licenses; drug testing records; medical examinations; etc., which are required by said annual inspections, will continue to be maintained by the HCOE.

10. Inability to Perform. The parties hereto shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, other acts of natural causes, explosion, strike, war, insurrection, riot, acts of any government, and/or other causes similar to the foregoing which are beyond the control of, and not the fault of the party claiming excuse of performance hereunder; provided, however, the party claiming excuse of performance hereunder shall, within five (5) days after such party has notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse of performance under this paragraph. In the event Contractor is excused from performing its obligations hereunder for any of the aforesaid reasons, HCOE may, at HCOE's absolute discretion, perform all such obligations itself without liability to Contractor therefore.
12. Equal Employment Opportunity. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, political belief, or physical handicap.
13. Status. In the performance of its obligation hereunder, Contractor shall have the status of an independent contractor, and shall not be deemed an employee, agent, or officer of HCOE.
14. No Assignment. Neither party shall assign, transfer, or otherwise substitute its interest in this Agreement or its obligation hereunder without the written consent of the other.
15. Compensation (Included Maintenance). HCOE agrees to pay Contractor for the performance of the Included Maintenance set forth in this Agreement in the amount of \$82.00 per hr. plus parts (parts at cost) per vehicle serviced.
16. Compensation (Other Maintenance and Repairs). HCOE agrees to pay Contractor for the performance of any maintenance or repairs not specifically included within the definition of "Included Maintenance." HCOE will be charged out at the rate of \$82.00 per hour plus parts, and all road calls charged out at the road call flat rate of \$100 plus \$82 per hour plus parts during regular business hours (8 am to 4:30 pm) and flat rate of \$100 plus \$100 per hour plus parts after regular business hours. Time billed for each road call will be calculated based upon elapsed time between (1) when Contractor's personnel left Contractor's facility to respond to such road call and (2) when Contractor's personnel returned to Contractor's facility after responding to such road call. Any road calls outside of HCOE service area, as such area is specified in section 8, shall be subject to additional fees, in addition to the fees set forth in the foregoing sentences, as reasonably determined by Contractor on a case by case basis.

17. Termination Without Cause. The parties hereto at any time shall have the option to terminate this Agreement without cause by giving written notice thereof to the other party not less than fifteen calendar days prior to the effective date of such termination, which effective date shall be set forth in said notice. In the event of termination hereunder, further respective obligations of the parties hereto shall cease as of the effective date of termination.

18. Public Liability and Property Damage Insurance. Throughout the period of this Agreement, HCOE shall maintain in full force and effect the following policies of insurance:
 - (a) Vehicle insurance covering all bodily injury, including death and all property damage arising out of HCOE vehicles in the performance under this Agreement, in the minimum amount of \$1,000,000 combined single limit.

 - (b) Comprehensive general liability insurance in the minimum amount of \$2,000,000 combined single limit, covering all bodily injury, including death, and all property damage arising out of HCOE performance under this Agreement.

Such policies of insurance shall name Contractor, its governing board, officers, agents, and employees, as additional insured's and shall constitute primary insurance as to said additional insured's so that any other policies held by them shall not contribute to any loss under said insurance. Such insurance shall be provided by policies issued by an insurer acceptable to Contractor. Concurrently with the execution of this Agreement, HCOE shall furnish Contractor with a certificate or certificates evidencing issuance of all insurance policies required herein or copies of the policies themselves. Each such policy shall bear the following endorsements:

- (a) Endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Contractor shall have received written notification by registered mail from the insurance carrier; and,

 - (b) A standard cross-liability endorsement.
19. HCOE to Hold Contractor Harmless. HCOE shall hold Contractor and its governing board, officers, agents, and employees harmless from any liability for damages or claims for damages resulting or alleged to have resulted from personal injury, including death, as well as from liability for claims for property damages, including loss of the use thereof, which may arise or are claimed to arise or be occasioned in anyway, in whole or in part, from HCOE's use of Contractor's facility and services pursuant to this Agreement, except where caused by the sole negligence or willful misconduct of Contractor. HCOE shall further, at HCOE's expense, defend Contractor and its governing boards, officers, agents and employees from any claims, actions or suits for any damages or loss whatsoever, caused or alleged to have been caused from the failure of HCOE's vehicles to be adequately designed and constructed for the intended purpose, and shall pay or satisfy any judgments rendered against any such entity as a result of such claims, actions or suits.

20. Amendment. This Agreement may be amended or modified only by a written agreement signed by both parties.
21. Waiver. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by both parties. The provisions of this paragraph may not be waived except as herein set forth.
22. Notices. All notices herein required shall be in writing and delivered in person or sent by United States mail, postage prepaid.

Notices to Contractor shall be addressed as follows:

General Manager
Humboldt Transit
Authority 133 V Street
Eureka, CA 95501-0844

Notices to HCOE shall be addressed as follows:

Superintendent of Humboldt County Schools
901 Myrtle Ave
Eureka, CA 95501-1294

23. Supersedes Previous Agreements. This Agreement supersedes any and all other agreements between the parties concerning the subject matter of this Agreement. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.
24. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the respective parties and their legal representatives, successors, assigns, except as provided above.
25. Attorney's Fees. If any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
26. Service under this contract will begin on July 20, 2016, and continue until June 30, 2017, with an option to extend the agreement for up to two (2) additional years, upon written approval of both parties hereto.

IN WITNESS WHEREOF, we execute this Agreement and make it effective of the date first above written.

Humboldt County Office of Education

BY: _____
Garry Eagles
Assistant Superintendent of Business Services

CONTRACTOR

BY: _____
Mark Lovelace
Chair of the HTA Governing Board of Directors

ATTEST:

Secretary to the Board

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

June 15, 2016

ROLL CALL

PRESENT

Board Members

Michael Winkler, City of Arcata
Natalie Arroyo, City of Eureka
Rex Bohn, County of Humboldt
Mark Lovelace, County of Humboldt

Staff

Greg Pratt, General Manager
Jim Wilson, Director of Maintenance
Karen Wilson, Manager of Operations
Alene Webb, Finance Manager
Brenda Fregoso, Secretary to the Board

ABSENT

Tim Marks, City of Rio Del
Julie Fulkerson, City of Trinidad
Tami Trent, City of Fortuna

CALL TO ORDER

Supervisor Lovelace called the meeting to order at 9:00 a.m.

Introductions were made.

Also in attendance was Nancy Diamond, HTA Legal Counsel; Catherine Sundquist, City Ambulance; Richard Tollison, Eureka resident; Turtle, HTA passenger.

COMMUNITY MEMBERS COMMUNICATION

Turtle, HTA passenger, addressed the board with concerns with the White Water bus connecting to the Garberville HTA bus and passengers being left behind due to having a bike. This matter is requested to be on a future agenda.

DISCUSSION AGENDA

Motion by Councilmember Arroyo, second by Councilmember Winkler to move Item V. a. to the Consent Calendar and move Item V. a. to the Action Items on this agenda.

Motion carries unanimously

CONSENT CALENDAR

By motion, recommended the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.

Motion by Councilmember Arroyo, second by Councilmember Winkler to approve the Consent Calendar.

Motion carries unanimously

a. April 2016 statistics and financial statements for all systems operated by HTA

b. Eighth Amendment to Agreement for Operation of Bus Transit System

The contract between Humboldt Transit Authority and the City of Eureka is up for renewal. It is necessary at this time to extend the agreement with the City of Eureka.

Action Recommended: Adopt Resolution 16-11, Authorizing Application for FTA Section 5310 Grant Funds and Grant Funds and for the General Manager to sign the Grant Agreement.

c. Minutes from the May 18, 2016 Regular Board Meeting

Action Recommended: Approve Minutes

Items removed from the Consent Calendar.

Item A, moved to Action Items for discussion.

ACTION ITEMS

a. Adoption of the Fiscal Year 2016/17 Final Budget for Humboldt Transit Authority

The preliminary budget was adopted on May 18, 2016. All requirements have been met in preparation for the adoption of the final budget for Humboldt Transit Authority.

Action Recommended:

- 1. Open a public hearing opportunity for members of the public to comment on the adopted preliminary budget for fiscal year 2016/17.**
- 2. After hearing comments, close the public hearing.**
- 3. Make changes if necessary and approve the final budget by adopting Resolution 16-16.**

Motion by Councilmember Arroyo, second by Councilmember Winkler to adopt Resolution 16-16 Adopting Budget of Humboldt Transit Authority for Fiscal Year 2016-2017.

Motion carries unanimously

b. Dial-A-Ride (DAR) Eligibility

To insure paratransit services are meeting the needs of those whom it is intended for, staff is recommending removing the automatic qualification of the certification process.

Action Recommended: Direct staff to remove automatic age certification approval for paratransit services beginning on July 1, 2016, and notify the affected agencies.

Motion by Councilmember Winkler, second by Councilmember Arroyo to remove the automatic age certification approval for paratransit services beginning July 1, 2016 and directed Staff to notify the affected agencies.

Motion carries unanimously

- c. Request for Proposals (RFP) to provide Dial-A-Ride (DAR) Services in Humboldt County
Staff enclosed a draft RFP regarding DAR services in Humboldt County for board review and approval.

Action Recommended: Approve the distribution of the RFP for DAR services in Humboldt County with minor changes subject to be legal counsel's review.

Motion by Councilmember Arroyo, second by Councilmember Winkler, to approve the distribution of the RFP for DAR services with minor changes, and direct staff to change the contract from a three (3) year contract to a five (5) year contract.

Motion carries unanimously

COMMUNICATIONS:

- a. Board
None

- b. Staff
None

10:00 a.m. Closed Session

- a. Public Comment
None
- b. Pursuant to Government Code Section 54957(b)(1), the Board met in closed session to conduct an evaluation of the performance for the employee holding the position of General Manager, Greg Pratt.
- c. Pursuant to Government Code Section 54957.6, the Board met in closed session to give direction to its appointed representative concerning negotiations over salary for unrepresentative General Manager, Greg Pratt.
- d. Pursuant to Government Code Section 54957.1 at the conclusion of the closed sessions a public report will be made by the Board Chair disclosing action taken as required.
- e. The Board will reconvene in Open Session.

The Board resumed open session at 10:41 a.m. Supervisor Lovelace announced that was nothing to report.

Meeting adjourned at 10:42



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TO: Chair Lovelace
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: July 20, 2016

SUBJECT: Bikes on Humboldt Transit Authority Buses

All Redwood Transit System (RTS) buses are equipped with bike racks on the front of the bus that can accommodate two to three bikes depending on the model. Since 2002, bikes have been allowed inside RTS buses if the outside rack is full, there is an open position in the wheelchair station, and if it does not block the aisle. On average, RTS carries 1,500 bikes per month.

Recently, there have been questions raised by passengers and concerns from RTS drivers regarding the current practice of allowing bikes inside the buses. A summary of each system is as follows:

- Redwood Transit System* 2 or 3 position bike racks installed on all RTS buses. Passengers may bring them onboard if there are available spots in the wheelchair position
- Eureka Transit Service* No bike racks installed on ETS buses. No bikes allowed inside ETS buses, due to strict time constraints of the schedule regarding transfers and narrow streets on the routes
- Southern Humboldt Systems* 2 or 3 position bike racks installed on all Southern Humboldt buses. No bikes allowed inside the buses, due to the narrow aisles of the cutaway style vehicles.
- Willow Creek System* 2 or 3 position bike racks installed on all Willow Creek buses. No bikes allowed inside the buses, due to the narrow aisles of the cutaway style vehicles.
- Tish Non-Village* 2 or 3 position bike racks installed on all Tish Non-Village buses. No bikes allowed inside the buses, due to the narrow aisles of the cutaway style vehicles.



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HTA employees request the Governing Board of Directors explore the current practice of bikes being brought inside RTS buses and look at forming a policy for clarity for both drivers and passengers.

Action Recommended: Bring the item back to the August HTA Regular Board Meeting with a proposal and/or working group to review the current practice of bringing bikes on buses operated by the Humboldt Transit Authority