

Humboldt Transit Authority
Governing Board of Directors
AGENDA
Regular Meeting September 16, 2015
HTA Conference Room - 133 V Street Eureka
9:00 a.m.

- I. Call meeting to Order
- II. Roll Call & Introductions
- III. Citizen's Communications
Members of the community are invited to comment on items or issues not on the agenda.
- IV. Closed Session
 - a. Public Comment
 - b. The Board will go into Closed Session pursuant to Government Code Section 54957.6. Agency designated representative: Jack Hughes; Employee organization: Local 1684, American Federation of State, County and Municipal Employees.
 - c. 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.
- V. Action Items
- VI.
 - a. Request For Proposal for Construction of HTA's Fuel Station Page 01
The current fueling station does not allow ADA compliant low floor buses to maneuver safely into the fueling area. Staff has been working with the City of Eureka and SHN Consulting to construct a fueling station that addresses safety and efficiency.
~Policy Enclosed
 - b. Procurement Policy Page 02
Staff has been working with HTA's legal counsel to form a procurement policy that is compliant and consistent with Federal and State guidelines.
~Policy Enclosed
 - c. Humboldt Transit Authority Bus Advertising Policy Page 04
HTA Staff has formed a draft Bus Ad Policy for Board review and adoption.
 - d. Cleaning Services for HTA Bus Stop Shelters Page 09
A new contract is needed for cleaning the bus shelters. Staff is requesting that the board extend the present contract.

- e. Gratis Charter Request Page 18
The Humboldt County Resource Conservation District (HCRCDD) has requested a charter for the Salt River Ecosystem Restoration Project.

- VII. 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. Approval of Minutes Page 19
Minutes from the August 19, 2015 Regular Board Meeting.
Action Recommended: Approve minutes

 - b. Reasonable Modification of Policies and Procedures for Disabled Customers Page 21
Pursuant to Federal Regulation Code §37.169, Subpart G, transit agencies are required to document their program into a policy.
Action Recommended: Approve the Humboldt Transit Authority's Reasonable Modification of Policies and Procedures for Disable Customers by adopting Resolution 15-16.

- VIII. Items Removed from the Consent Calendar

- IX. Discussion Agenda Handout
 - a. July 2015 statistics and financial statements for all systems operated by HTA

- X. Communications
 - a. Board
 - b. Staff
 - i. October Meeting Date

- XI. 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.



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 16, 2015

SUBJECT: Request For Proposal (RFP) for Construction of HTA's Fuel Station

The HTA Maintenance Department services 38 buses and performs all the fueling for six different systems, twenty-three of those are ADA compliant low floor buses. The entrance to the current fuel station has an incline that is not accessible for the low floor buses.

Staff has secured funding through the State Transit Assistance Fund Program and the Public Transportation Modernization, Improvement, and Service Enhancement Account Program for the project. Improvements will be a new entrance accessible to all buses, a covered awning to protect the fuelers and drivers from the elements, a 15,000 gallon fuel tank to handle the increase in service, and two existing diesel tanks will be converted to gas to keep all fueling onsite.

Pat Barsanti from SHN will give an update on the progress with the design work and permitting with the City of Eureka, and present the draft RFP that will be sent out.

Action Recommended: Review, Discuss and Authorize the General Manager to send out Requests for Proposals.



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133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 16, 2015

SUBJECT: Humboldt Transit Authority Procurement Policy.

Currently, HTA is using State and Federal Guidelines for all procurements. Over the last two months, staff has been working with other transit agencies and HTA's legal counsel to develop a procurement policy that is tailored specifically for transit and complies with State and Federal standards. Below is a brief summary.

- *Local Vendor Preference*
 - *5% Professional Services*
 - *4% Construction*
 - *2% Purchase of Goods or Equipment*
- *HTA Board Authorization required for Projects \$50,000 and over*
- *Formal competitive bidding required for Projects \$100,000 and over*
- *Sample forms and formats are included to assist in meeting policy requirements.*

Action Recommended: Approve HTA's Procurement Policy by adopting Resolution 15-14.

RESOLUTION NO. 15-14

A RESOLUTION ADOPTING THE HUMBOLDT TRANSIT AUTHORITY'S
PROCUREMENT POLICY

WHEREAS, Humboldt Transit Authority (HTA) is updating its Procurement Policies in an effort to ensure compliance with federal and state procurement requirements and realize efficiencies within the procurement process; and

WHEREAS, it is in the public interest to establish procedures to procure and contract for materials, services, and work, and to acquire use and dispose of real, personal and intangible property; and

WHEREAS, procurement processes with open and full competition, pursuant to federal and state procurement law, are in the public's interest; and

WHEREAS, the Humboldt Transit Authority Governing Board of Directors has determined that it is in the public interest to facilitate certain procurements by delegating authority to review and approve contracts to the General Manager and the Board's appointed committees.

NOW, THEREFORE, BE IT RESOLVED by the Humboldt Transit Authority Governing Board of Directors as follows:

1. The Humboldt Transit Authority Procurement Policy attached hereto as Exhibit A is adopted and effective immediately, and shall replace any previously adopted or used procurement policies or protocols.

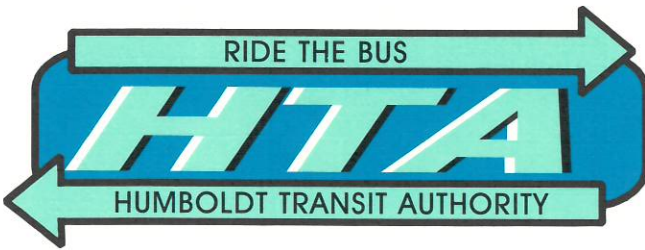
PASSED, APPROVED AND ADOPTED this sixteenth day of September 2015, on the following vote:

AYES:
NOES:
ABSENT:

Chair of the HTA Governing Board of
Directors

ATTEST:

HTA Secretary to the Board



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Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 16, 2015

SUBJECT: Humboldt Transit Authority Bus Advertising Policy.

HTA's Bus advertising contract is up in November and staff is recommending a bus advertising policy be put in place before Request for Proposals are distributed. Staff has researched other transit agencies advertising policies and has worked with HTA legal counsel to draft a policy for Board review and approval.
~Policy Enclosed

Action Recommended: Adopt the Humboldt Transit Authority Bus Advertising Policy by Adopting Resolution 15-15

RESOLUTION NO. 15-15

**A RESOLUTION ADOPTING THE HUMBOLDT TRANSIT AUTHORITY'S
ADVERTISING POLICY**

WHEREAS, The Humboldt Transit Authority (HTA) contracts for advertising on its vehicles to generate additional revenue to benefit the transit system as a whole; and,

WHEREAS, the proposed Transit Advertising Policy adopts procedures and clarifies responsibilities in the advertisement review process for HTA Transit's vehicles, which helps fund the transit system as a whole; and,

WHEREAS, HTA seeks to increase visibility in the community for partnerships; and seeks to foster business relations and growth in the community; and

WHEREAS, the Humboldt Transit Authority Governing Board of Directors finds it in the best interest to adopt the proposed Transit Advertising Policy;

NOW, THEREFORE, BE IT RESOLVED by the Humboldt Transit Authority Governing Board of Directors as follows:

1. The Transit Advertising Policy attached hereto as Exhibit A is adopted and effective immediately, and applies to all pending applications for advertising. This Policy shall replace all transit advertising policies or protocols previously adopted or used.

PASSED, APPROVED AND ADOPTED this sixteenth day of September 2015, on the following vote:

AYES:

NOES:

ABSENT:

Chair of the HTA Governing Board of
Directors

ATTEST:

HTA Secretary to the Board

HUMBOLDT TRANSIT AUTHORITY'S BUS ADVERTISING POLICY AND REGULATIONS

I. INTRODUCTION

The purpose of this policy is to establish guidelines for interior and exterior advertising on Humboldt Transit vehicles. The Humboldt Transit Authority Board is ultimately responsible for the adoption of this policy and any amendments. The Humboldt Transit Authority Board intends that it is operating in a proprietary capacity and its vehicles constitute non-public forums that are subject to the viewpoint-neutral restrictions set forth below.

The Humboldt Transit Authority Board has approved the concept of commercial advertising on the exterior of its vehicles as a means of raising revenue for the transit system. Revenue generated from commercial advertising is returned to the general operating budget and used to reduce local contributions to fund operations.

In order to realize the maximum benefit from the sale of advertising space, the program will be managed in a manner that produces as much revenue as practical, while ensuring that advertising does not:

- Discourage the use of the transit system.
- Diminish Humboldt Transit's reputation in the community.
- In any way interfere with operations or jeopardize the safety of passengers, employees, and the public.
- Cause offense to its customers or the general public.

The exterior of vehicles is reserved for commercial advertising only. In addition, a portion of the interior of buses will be available for commercial advertising, with Humboldt Transit also making available free public service advertising space for public agencies and non-profit organizations.

Humboldt Transit may, from time to time, also use exterior and interior vehicle advertising itself to promote public awareness of transit programs, services and promotions. This type of advertising may include the display of flyers, brochures, posters and special advertisements.

II. APPLICABILITY

This policy is applicable to Humboldt Transit Authority Board members and its employees, and companies that contract with Humboldt Transit for the leasing of advertising space on Humboldt Transit vehicles.

III. DEFINITIONS

- **Commercial Advertising:** Advertising for the sole purpose of selling or renting services or property for a profit.
- **Political Advertising:** Any advertising that supports or opposes the election of any candidate or group of candidates, or any ballot question, initiative, petition, or referendum issue, including bond issues, constitutional amendments, or proposed legislation.
- **Non-Profit Organizations:** Organizations that meet the requirements for a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code and that: 1. have a physical office in the geographical boundaries served by Humboldt Transit; 2. provide social welfare services; and 3. serve the needs of Humboldt Transit passengers.
- **Public Service Announcements:** Non-commercial and non-political advertising by Non-Profit Organizations and public agencies promoting their social services.

IV. COMMERCIAL ADVERTISING STANDARDS

Advertising displayed on the exterior of Humboldt Transit buses shall be strictly commercial in nature and purpose. Commercial advertising also is available on the interior of the buses as determined by the Humboldt Transit Authority's General Manager.

Because Humboldt Transit serves persons of all ages and backgrounds and strives to create a comfortable and enjoyable experience for all passengers, the following types of advertising are prohibited:

- Materials that contain false, misleading, libelous, slanderous, or deceptive images.
- Advertising for illegal drugs.
- Advertising for adult products, services or entertainment directed to sexual stimulation.
- Advertising that depicts sexually explicit, obscene and/or pornographic images or words;
- Advertising that portrays graphic violence.
- Advertising that contains discriminatory, derogatory, negative or personal attacks against individuals, groups, or organizations.
- Advertising that is political.
- Advertising that is directed to inciting or producing imminent lawless action, or is likely to incite or produce such action, including but not limited to unlawful actions.
- Advertising that promotes illegal activity of any kind.
- Advertising that encourages persons to refrain from using Humboldt Transit or public transit in general.
- Advertising that explicitly and directly promotes or encourages the use of means of transportation in direct competition with public transit.
- Advertising messages that conflict with the mission of Humboldt Transit.
- Advertising that contains Humboldt Transit's name, brand logo, slogans or other graphic representations of the transit system, unless written consent from Humboldt Transit is obtained prior to use.
- The prohibitions also apply to advertisements that include a website that provides a message that does not comply with this Section.

V. PRODUCTION AND PLACEMENT GUIDELINES

Advertising materials will be produced at the advertiser's expense and must be of good quality and conform to standards for size, weight, material and other physical characteristics as set by Humboldt Transit.

Advertisers will be responsible for the installation and removal of advertising from vehicles and all applicable costs incurred. Humboldt Transit staff will assist in scheduling buses for the installation or removal of advertising.

VI. COMPLIANCE RESPONSIBILITY

Humboldt Transit Authority's General Manager shall determine the interior and exterior spaces that will serve as appropriate locations for commercial and/or non-profit advertising.

Humboldt Transit Authority reserves the right to modify, change, or alter the locations and sizes of the available ad spaces as it sees fit. The placement and size of any advertising shall be at the sole discretion of The Humboldt Transit Authority's General Manager. The Humboldt Transit Authority shall approve or reject a proposed advertisement or PSA within 15 days of when the request and all other documents associated with it are received by Humboldt Transit.

VII. INTERIOR PUBLIC SERVICE ANNOUNCEMENTS

Interior advertising space may be allowed and available to public agencies and Non-Profit Organizations to display public service announcement (PSA) materials free of charge at the discretion of the Humboldt Transit Authority's General Manager. Guidelines for the acceptance of non-profit advertising are as follows:

- PSA materials will be produced at the agency's or non-profit organization's expense, and must be produced through a process that ensures reproduction of good quality on materials of specific quality and size, and conform to uniform standards set by the Humboldt Transit Authority's General Manager.
- PSAs must be non-commercial, non-partisan, and non-political.
- PSAs shall adhere to the guidelines established in Section IV of this Policy.
- PSA space may be available on the interior of vehicles only, provided display space is available, as determined by the Humboldt Transit Authority General Manager.
- PSAs will be accepted on a first come, first-served basis, and may be displayed for up to 90 days.
- The sponsor of the PSA shall pay the applicable labor costs for the installation and removal of their advertising.



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Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 16, 2015

SUBJECT: Cleaning Services for HTA Bus Stop Shelters

Last year, staff sent out Request for Proposals for bus shelter cleaning services to all HTA bus stops in the region. Four proposals were received and Teen Challenge was awarded the contract based on the lowest bid.

During their year of service, Teen Challenge has done a great job cleaning the bus shelters and have responded quickly to all our requests and emergencies. They have also been helpful in reporting damage to bus stops, assisting with minor repairs, and have steam cleaned various bus stops at no cost to the Authority. The powder coating on the shelters have started to deteriorate, and we have recently worked out a paint and repair program with Teen Challenge to recondition them.

Staff has put in a lot of time working with Teen Challenge to improve the overall appearance of the shelters and would like that relationship to continue. They have submitted a proposal to HTA for a three-year term at a fixed cost of \$3647.40 per month based on the increase in miles and additional bus stops added since last year.

Action Recommended: Execute the Contract between Teen Challenge and the Humboldt Transit Authority for a three-year term at a fixed cost of \$3647.40/month.

**AGREEMENT BETWEEN
THE HUMBOLDT TRANSIT AUTHORITY
AND**

FOR CONTRACT SERVICES

THIS AGREEMENT for Contract Services (“Agreement”) is made on _____, 20___, by and between _____, a _____, hereinafter referred to as “Contractor,” and the Humboldt Transit Authority, a joint powers authority, hereinafter referred to as “HTA.”

1. **Scope of Services.** Contractor shall perform services for HTA in accordance with Exhibit A, Scope of Work, attached hereto and incorporated herein, and briefly described as

_____ (“Services”).

2. **Term.**

- a) **Commencement.** No Services shall be performed or furnished under this Agreement until HTA has provided notice to commence Services to the Contractor, which shall not occur until after full execution of this Agreement by both parties and receipt by HTA of all insurance certificates.
- b) **Termination.** Unless terminated sooner under Section 17, this Agreement shall terminate on _____.

3. **Compensation For Services, Payment.**

- a) HTA shall pay Contractor at the rate and basis as set forth in the payment schedule in Exhibit B, attached hereto and incorporated herein.
- b) Contractor shall prepare and submit its invoices to HTA no more than once per month, and, for Services billed on a time and materials basis or in installments, shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by HTA to pay undisputed invoices within 30 days of receipt. If HTA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. HTA may withhold all or any portion of the funds provided for by this Agreement in the event that the Contractor has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement.

4. **Permits And Licenses.** Contractor warrants that it is fully qualified to perform the Services under this Agreement, and holds all applicable licenses, permits, and other necessary qualifications. Contractor shall pay all charges and fees in connection with said permits and licenses, and shall keep them paid and current throughout the term of this Agreement.

5. **Compliance With Applicable Laws.** Contractor shall be responsible for complying with all applicable local, state, and federal laws and regulations, whether or not expressly stated or referred to herein, including without limitation, environmental and worker safety laws and regulations.

6. **Independent Contractor Status.** Contractor is performing Services as an independent contractor for HTA, and is neither an employee nor an agent of HTA. Except as otherwise provided in this Agreement, Contractor shall have sole control over the manner and method of performance of the services and shall furnish all tools, equipment, labor and materials at its cost and expense, except such materials as are specifically identified in this Agreement. HTA's only interest shall be in the results of such Services. HTA's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Contractor agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on HTA's account.

7. **Designation of Representative.** Contractor and HTA shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.

8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

HTA:
 General Manager
 Humboldt Transit HTA,
 133 V Street
 Eureka, CA, 95501

Contractor:

9. **Indemnification.**

When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify and hold harmless HTA and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors or any entity or individual for which Contractor shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Contractor shall indemnify, defend and hold harmless HTA, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are attributable to, in whole or in part, the performance of this Agreement

by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

10. Insurance.

- a) Insurance Requirements.
 - i. Prior to performing any Services hereunder, Contractor shall obtain and thereafter maintain insurance in full compliance with all of the provisions of this Section 10.
 - ii. As evidence of specified insurance coverage, the HTA may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period and naming the HTA as an additional insured thereunder, except Professional Liability Insurance and Workers Compensation.
 - iii. HTA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice.
- b) Workers' Compensation Insurance. Contractor shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form.
- c) Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 general aggregate.
- d) Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor or Contractor's employees will use personal autos in the performance of any duties under this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person.

11. Dispute Resolution. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation and following that prior to good faith third-party mediation.

12. Governing Law, Venue. This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.

13. Authority. Each party hereto warrants and represents to the other party that such party has the full right, power and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.

14. Negotiated Agreement, Interpretation. This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed

for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.

- 15. **Entire Agreement/Modifications And Amendments.** This Agreement together all attachments constitutes the entire agreement between HTA and Contractor as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.
- 16. **Assignment, Subcontract.** Contractor may not assign its rights, interests, duties or obligations under this Agreement without prior consent from HTA. Contractor may not subcontract Services without prior written consent from HTA.
- 17. **Termination Rights.** HTA may terminate this Agreement upon material breach of any of the terms of this Agreement by Contractor, after first giving Contractor written notice of such breach and thirty (30) days to cure. If Contractor does not cure the breach within the allotted time, the Agreement will be terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date of the last party signing.

**HUMBOLDT TRANSIT
AUTHORITY:**

Designated Representative:

Greg Pratt, General Manager
Date: _____

Name: _____
Phone: _____
Fax: _____
Email Address: _____

CONTRACTOR:

Designated Representative:

Title: _____
Date: _____

Name: _____
Phone: _____
Fax: _____
Email Address: _____

EXHIBIT A
SCOPE OF SERVICES

Humboldt Transit Authority
 133 V Street
 Eureka, CA 95501

SCOPE OF WORK
 BUS SHELTER CLEAN & MAINTAIN

<u>County Bus Stops in Eureka</u>	
<i>Clean 5x's/week</i>	
<u>Northbound</u>	<u>Southbound</u>
Broadway & Del Norte	4 th & U
Broadway Cinema	4 th & Q
5 th & D	4 th & K
5 th & H	4 th & H
5 th & K	4 th & D
5 TH & O	Broadway & Del Norte
5 TH & U	Bayshore Mall
	*Broadway & McCullens

<u>County Bus Stops</u>	
<i>Clean once/week</i>	
<u>Northbound</u>	<u>Southbound</u>
Rio Dell City Hall	Trinidad
McKinleyville High Scholl	Westhaven P.O.
	McKinleyville Shops
	School Road
	Manila Community Center
	Spruce Point/Humboldt Hill

<u>City Bus Shelters</u>	
<i>Clean once/week</i>	
<i>3rd & H (Clean 5x's/week)</i>	Sequoia Park
Henderson Center	Harris & Granada
Target	General Hospital
6 th & L	Sunny Ave. & Myrtle
Senior Center	Burre Center
Veteran's Clinic	Silvercrest
Harris & Elizabeth	Koster & Washington

<u>Southern Humboldt Bus Shelters</u>	
<i>Clean every 2 weeks</i>	
Healy Senior Center	Phillipsville P.O.
Miranda General Store	

Cleaning the bus stop shelter consists of cleaning trash around the surrounding area and sweeping. Cleaning/wiping down the shelter of any cobwebs or debris. Contractor will provide their own supplies

Women

3 Girls 2.5hr daily average

7.5 Billable daily

37.5 Billable Weekly

150 Billable Monthly

Men Short route

2 Men 3hr average

6 Billable hours per trip

12 Billable hours monthly (every other week)

Men Long route

2 Men 5hr average

10 Billable hours per trip

20 Billable hours monthly (every other week)

182 total Billable hours per month x \$18.00 per hour = \$3276.00 labor

Women

Monday – 8.6 miles x 4 = 34.4 miles monthly

Tuesday – 7.8 miles x 4 = 31.2 miles monthly

Wednesday- 10.3 miles x 4 = 41.2 miles monthly

Thursday – 10.3 miles x 4 = 41.2 miles monthly

Friday – 7.6 miles x 4 = 30.4 miles monthly

44.6 miles weekly x 4 = 178.4 miles monthly

Men Short Route 100.1 miles x 2 = 200.2 miles monthly

Men Long Route 182.1 x 2 = 364.2 miles monthly

564.4 miles (men) + 178.4 (women) = 742.8 miles total monthly

742.8 X \$0.50 = \$371.40 (mileage)

\$371.40 (mileage) + \$3276.00 (labor) = \$3647.4



TEEN CHALLENGE INTERNATIONAL

The Proven Cure For The Drug Epidemic

REDWOOD TEEN CHALLENGE

Mailing address:

P. O. Box 2595
McKinleyville CA 95519

8/31/2015
Humboldt Transit Authority,

Administration

2212 2nd Street
Eureka CA 95501
(707) 268-8727
Fax: (707) 268-8717

We took a close look back in our records and averaged the amount of time that it takes the ladies and the men to clean each stop on their individual routes. We also took a look at the average route and determined the most efficient route in order to calculate the mileage for each crew.

Club 5:17

2212 2nd Street
Eureka CA 95501
(707) 268-8727
Fax: (707) 268-8717

Enclosed you will find the daily route for the ladies Monday through Friday as well as the men's route that they run every Saturday, alternating between their long route to Redway and their short route to Trinidad. We ran the math in order to see where we stood financially with mileage and labor each month on average. You can see the breakdown as well as our bottom line of \$3,647.40 monthly.

Native American Outreach

P. O. Box 2595
McKinleyville CA 95519
(707) 268-0614
Fax: (707) 268-0612

We charge \$18 per hour for labor consistently as a starting point for both the men and the women in our Work Study Program. This is charged for general labor, cleaning, moving, lawn care and beyond. We also figured \$.50 per mile on our mileage costs.

We also included a testimony from one of our students currently enrolled in our program to show you how powerful the bus stops have been in his life. The bus route played a key role in helping to get Mark off of the streets once and for all.

Straight Street Men's Center

1805 4th Street
Eureka CA 95501
(707) 268-0614
Fax: (707) 268-0612

Thank you very much for taking the time to review all of this information. Everyone at Redwood Teen Challenge is extremely grateful for the opportunity to partner with the community in projects and contracts like this. These relationships are not only important to sustain our recovery program but to also train and rebuild the lives of the men and women as they prepare for their futures. The relationship with Humboldt Transit Authority means a great deal to Teen Challenge and our hope is that we can continue to maintain this great relationship for years to come.


Streams of Living Water Women's Center

1435 7th Street
Eureka CA 95501
(707) 442-4233
Fax: (707) 442-4433

Please feel free to contact us with any questions or concerns you may have.

Trinity County Outreach

P. O. Box 2595
McKinleyville CA 95519
(707) 268-0614
Fax: (707) 268-0612

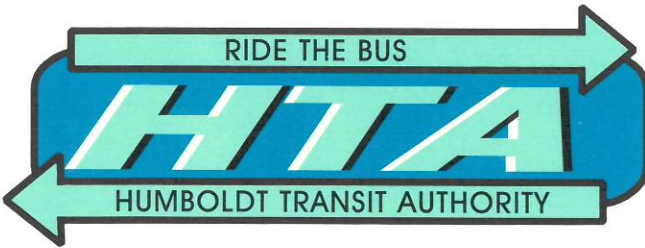

Dana Burr
Executive Director
Redwood Teen Challenge

Email: info@redwoodtc.com

www.redwoodtc.org
www.redwoodtc.com



www.facebook.com/redwoodtc



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

TO: Chair Winkler
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: September 16, 2015

SUBJECT: Gratis Charter Request

In an effort to support the Salt River Restoration Project, the Humboldt County Resource Conservation District and the non-profit Salt River Watershed Council are asking for support from the HTA Board of Directors to supply a two small buses to help transport community members and dignitaries to various sites to bring an awareness to the project.

HTA has the drivers and buses available for the Charter date of Saturday, October 24, 2015. The route would start at the Fireman's Park in Ferndale and stop at various locations along the river. The cost to HTA would be approximately \$250.00.

Action Recommended: Review, Discuss and Direct Staff.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

August 19, 2015

ROLL CALL

PRESENT

ABSENT

Board Members

Mark Lovelace, County of Humboldt

Paul Pitino, City of Arcata (Alt)

Tami Trent, City of Fortuna

Jack West, City of Trinidad (Alt)

Natalie Arroyo, City of Eureka

Rex Bohn, County of Humboldt

Julie Fulkerson, City of Trinidad

Michael Winkler, City of Arcata

Tim Marks, City of Rio Dell

Staff

Greg Pratt, General Manager

Karen Wilson, Manager of Operations

Brenda Fregoso, Secretary to the Board

Alene Webb, Administration and Finance

Jim Wilson, Equipment and Facilities Manager

Introductions were made.

Also in attendance were Nancy Diamond, Humboldt Transit Authority's Counsel; Larry Pardi, Arcata & Mad River Transit System; Josielyn Gilvaugh, Humboldt County Public Works; Wendy Howard, City of Eureka Finance Director; Marcella Clem, HCOAG and Consuelo Espinosa, Humboldt Transit Authority.

CITIZEN'S COMMUNICATIONS

None

CALL TO ORDER

Supervisor Lovelace called the meeting to order at 9:07 a.m.

DISCUSSION AGENDA

a. **Dial-A-Ride**

Humboldt County Association of Governments' Executive Director Marcella Clem will discuss the regions Dial-A-Ride program and Humboldt Transit Authority's involvement.

Marcella Clem with HCOAG gave the board a presentation on Dial-A-Ride and the request for a proposal for one Administration to oversee Dial-A-Ride.

Motion by Councilmember Pitino, second by Councilmember Trent, authorizing Humboldt Transit Authority to work in conjunction with Humboldt County Association of Governments to send out RFP's for the operation of Dial-A-Ride.

Motion carries unanimously

b. June 2015 statements for all systems operated by HTA

June 2015 statistics for all systems operated by HTA

Finance Manager Alene Webb gave the board statement and statistics information for June 2015.

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 Trent, second by Councilmember Pitino to approve the Consent Calendar.

Motion carries unanimously

a. Approval of Minutes

Minutes from the July 15, 2015 Regular Board Meeting.

Action Recommended: Approve minutes

b. Seventh 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 the Seventh Amendment to Agreement for Operation of Bus Transit System.

Items removed from the Consent Calendar

None

COMMUNICATIONS

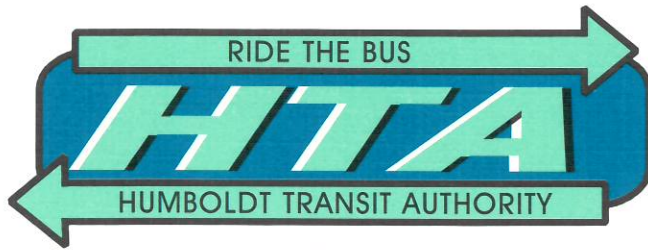
Board:

Councilmember Pitino addressed staff and the board that the bus shelter on Foster Avenue in Arcata could use protection against the weather. He stated that it is a very popular bus stop. General Manager Greg Pratt directed Councilmember Pitino to contact Larry Pardi at AMRTS.

Staff:

General Manager Greg Pratt read an email to the board complimenting HTA's driver, Al Yeager.

Meeting adjourned at 9:51 a.m.



*A Public Entity Serving
Humboldt County Since 1976*

133 "V" Street, Eureka, CA 95501-0844

(707) 443-0826

DATE: September 16, 2015
TO: All Governing Board Members
FROM: Consuelo Espinosa, ADA Specialist
SUBJECT: Reasonable Modification of Policies and Procedures for Disabled Customers

Earlier this year, the Humboldt Transit Authority was informed by the U.S. DOT and the FTA that a Final Rule was issued for Reasonable Modification to improve access to public transportation for individuals with disabilities. As a public transportation entity receiving federal financial assistance, we have the obligation to provide reasonable modifications under Federal Regulation Code §37.169, Subpart G.

This final rule applies to public entities providing transportation and it establishes that an individual's disability cannot prevent a public transportation entity from providing full access to its service, except where doing so would fundamentally alter the service.

As a required document, HTA staff has drafted a reasonable modification of policies and procedures for disabled customers to avoid discrimination, and ensure that all programs and services are accessible to individuals with disabilities.

~Policy enclosed

Action Recommended: Approve the Humboldt Transit Authority's Reasonable Modification of Policies and Procedures for Disabled Customers by adopting Resolution 15-16.

RESOLUTION 15-16

A RESOLUTION ADOPTING HUMBOLDT TRANSIT AUTHORITY'S REASONABLE MODIFICATION OF POLICIES AND PROCEDURES FOR DISABLED CUSTOMERS

WHEREAS, the U.S. Department of Transportation, Federal Transportation Administration (FTA), issued a Final Rule, "Transportation for Individuals with Disabilities: Reasonable Modification of Policies and Practices" in March 2015 clarifying that public transportation providers are required to make reasonable and,

WHEREAS, the FTA has stated that the rule simply codifies and clarifies what transit providers are already doing to accommodate their riders who have disabilities and are making sure that reasonable modifications are part of a transit provider's policies and are uniformly applied while keeping decision-making in their hands; and

WHEREAS, the Humboldt Transit Authority has always been committed to compliance with American's with Disabilities (ADA) law in both operations and policies and procedures; and

WHEREAS, HTA, the Humboldt Transit Authority's Reasonable Modification of Policies and Procedures for Disabled Customers document is a summarization of our current operational policies in regards to individuals with disabilities that use our services, and clarifies our commitment to policies and procedures that comply with ADA law and reasonable modification of policies and procedures.

NOW, THEREFORE, BE IT RESOLVED by the Humboldt Transit Authority Governing Board of Directors as follows:

1. The Humboldt Transit Authority's Reasonable Modification of Policies and Procedures for Disabled Customers attached hereto as Exhibit A is adopted and effective immediately. This policy shall replace all reasonable modification of policies and procedures for disabled customers or protocols previously adopted or used.

PASSED, APPROVED AND ADOPTED by the Humboldt Transit Authority Governing Board of Directors, on September 16, 2015 by the following vote:

AYES:
NOES:
ABSENT:

Chair of the HTA Governing Board of Directors

ATTEST: HTA Secretary to the Board

Exhibit A

Humboldt Transit Authority (HTA): Reasonable Modification of Policies and Procedures for Disabled Customers:

HTA does not discriminate against individuals with disabilities in the provision of transportation services and is committed to ensuring that no person, solely by reason of his or her disability, is excluded from participation in, is denied benefits of, or is subjected to discrimination under any of HTA's programs or activities.

HTA considers all requests for reasonable modifications of its policies, practices or procedures when necessary to avoid discrimination on the basis of disability. HTA is not required to grant requests for reasonable modifications that would fundamentally alter the nature of the HTA's services, programs or activities. Due to the fact-specific nature of requests, individual decisions and one-time modifications are not precedential. If a modification is determined later to be unnecessary for the requesting individual to use the requested transit service, a fundamental alteration, or unsafe for other person(s) or property, HTA may discontinue or change the modification.

In determining whether to grant a requested modification, HTA will be guided by the provisions of the United States Department of Transportation regulations and guidance provided in Appendix E of Title 49 CFR Part 37, and specifically to provisions of Section 37.169, see Attachment A.

HTA will consider requests for reasonable modifications as follows:

Policy & Procedures

1. A customer requesting a reasonable modification will be required to describe what the customer believes is needed in order to use the HTA transportation services(s). The requestor is not required to use the term "reasonable modification" when making a request. The request for modification can be for any of the transportation services provided by HTA, i.e., paratransit, fixed route, etc.
2. Whenever possible, HTA asks that customers make requests for modifications and also provide HTA an opportunity to determine whether such requests will be granted in advance, i.e., before HTA is expected to provide the modified service:
 - Requests may be made during the ADA paratransit eligibility process. Requests made through eligibility will have determinations processed along with the eligibility determinations within twenty one days for new applicants, and with renewal determination for requests made during recertification process.
 - Requests may be made through customer service inquiries at (707) 443-0826. Designated HTA staff will make a determination within fifteen days for requests made via customer service inquiries.

- Requests may be made through our customer service Reasonable Modifications website link at www.hta.org.
 - Designated staff will make determination within fifteen days for requests made through the HTA website link.
- 3. When a request for modification cannot be practicably made and determined in advance (for example, because of a condition or barrier at the destination of a paratransit or fixed route trip of which the individual with a disability was unaware until arriving), designated HTA staff, or contractor staff, will make a timely determination so long as their actions do not result in a direct threat or fundamental alteration to HTA services.
- 4. If the request occurs at the time of service, HTA (or its designated contractor) may make a determination, on a standard setting basis, via the operator and/or dispatch.
- 5. Requests for modifications of HTA policies and practices may be denied only on one or more of the following grounds as defined in 49 CFR 37.3:
 - Granting the request would fundamentally alter the nature of HTA's transportation service, programs, or activities.
 - Granting the request would create a direct threat to the health or safety of others
 - Without the requested modification, the individual with a disability is able to fully use HTA's services, programs, or activities for their intended purpose.
- 6. Upon a request for modification under number four (4) above, HTA will take, to the maximum extent possible, any other actions that would not result in a direct threat or fundamental alteration to service(s) to ensure that the customer with a disability receives the services provided by the HTA.
- 7. If your request for a reasonable modification is denied, you may file a complaint. HTA has established a process for investigating and resolving complaints alleging discrimination based on disability regarding services, programs, and facilities pursuant to Section 504 of the Rehabilitation Act of 1973 and the Title II of the Americans with Disabilities Act of 1990 as implemented in 49 CFR Parts 27, 37, and 38 and 28 CFR Part 35 (for programs and facilities). This Notice and Grievance Procedure is adopted pursuant to 28 CFR 35.107 and 49 CFR 27.1 both entitled, designation of responsible employee and adoption of grievance procedures. See Attachment B.

Attachment A

§37.169 Process to be used by public entities providing designated public transportation service in considering requests for reasonable modification.

- (A)
 - (1) A public entity providing designated public transportation, in meeting the reasonable modification requirement of §37.5(i)(3) with respect to its fixed route, demand responsive, and complementary paratransit services, shall respond to requests for reasonable modification to policies and practices consistent with this section.
 - (2) The public entity shall make information about how to contact the public entity to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices.
- (B) The process shall provide a means, accessible to and usable by individuals with disabilities, to request a modification in the entity's policies and practices applicable to its transportation services.
 - (1) Individuals requesting modifications shall describe what they need in order to use the service.
 - (2) Individuals requesting modifications are not required to use the term "reasonable modification" when making a request.
 - (3) Whenever feasible, requests for modifications shall be made and determined in advance, before the transportation provider is expected to provide the modified service, for example, during the paratransit eligibility process, through customer service inquiries, or through the entity's complaint process.
 - (4) Where a request for modification cannot practicably be made and determined in advance (*e.g.*, because of a condition or barrier at the destination of a paratransit or fixed route trip of which the individual with a disability was unaware until arriving), operating personnel of the entity shall make a determination of whether the modification should be provided at the time of the request. Operating personnel may consult with the entity's management before making a determination to grant or deny the request.
- (C) Requests for modification of a public entity's policies and practices may be denied only on one or more of the following grounds:
 - (1) Granting the request would fundamentally alter the nature of the entity's services, programs, or activities;
 - (2) Granting the request would create a direct threat to the health or safety of others;

- (3) Without the requested modification, the individual with a disability is able to fully use the entity's services, programs, or activities for their intended purpose.
- (D) In determining whether to grant a requested modification, public entities shall be guided by the provisions of Appendix E to this Part.
- (E) In any case in which a public entity denies a request for a reasonable modification, the entity shall take, to the maximum extent possible, any other actions (that would not result in a direct threat or fundamental alteration) to ensure that the individual with a disability receives the services or benefit provided by the entity.
- (F)
 - (1) Public entities are not required to obtain prior approval from the Department of Transportation for the process required by this section.
 - (2) DOT agencies retain the authority to review an entity's process as part of normal program oversight.

Attachment B

Introduction

In accordance with Title II of the Americans with Disabilities Act (ADA) of 1990, it is the intention of the Humboldt Transit Authority (HTA) to provide access to all public facilities, programs and services associated with its operation to all persons with disabilities.

The HTA's ADA Coordinator is responsible for administering the compliance program, and is designated in accordance with the federal regulation under the ADA, to coordinate efforts to comply with and carry out its responsibilities on the basis of disability, including investigation of any complaint communicated to HTA alleging discrimination or noncompliance with federal ADA regulations.

The ADA Coordinator

The ADA Coordinator is familiar with federal, state and local government, regulations and policies. The ADA Coordinator has knowledge of alternative formats that enable people with disabilities to communicate and participate in programs, activities and services available at the Humboldt Transit Authority. The ADA Coordinator has the ability to work cooperatively with people with disabilities and is familiar with local disability advocacy groups, and the training necessary to negotiate and mediate on behalf of anyone who submits a grievance.

The Grievance Procedure

Any grievance alleging discrimination against anyone with a disability should be documented in writing on the attached ADA Title II Grievance Form, and must contain the name, address and phone number of the grievant. The form should include as much information as possible regarding the alleged violation including date, time, location, and a clear description of the complaint, and be received by the ADA Coordinator no later than 30 days following the alleged incident. The Grievance Form must be completed and signed by the grievant or her/his authorized advocate.

Upon receipt, the ADA Coordinator will review the completed Grievance Form within 10 days. If the form requires additional information, the ADA Coordinator will contact the complainant and return the form for completion. Once the completed form has been received, the ADA Coordinator will work with the Humboldt Transit Authority departments and contract companies if necessary, and within 15 days, make every effort to come to a mutually agreed upon resolution.

If the ADA Coordinator determines that further investigation is necessary, the complainant will be notified with a Notice of Continued Investigation within 15 days of receiving the completed Grievance Form, and/or contacted regarding the need to meet with the complainant to discuss and possibly resolve the matter.

Upon request, persons who require special accommodations, accessible seating, or documentation in alternative formats under the Americans with Disabilities Act, or persons who require translation services (free of charge) should contact the HTA Office at 443-0826 at least two days prior to a meeting.

It is the Humboldt Transit Authority's policy to encourage an informal resolution of all complaints and grievances. If an informal resolution cannot be satisfactorily met, the Humboldt Transit Authority's ADA Coordinator will respond, in writing, with a final decision within 60 days.

Nothing in this grievance procedure prevents an individual from filing a complaint with the Department of Justice ADA Enforcement.

The grievant or authorized representative may appeal the decision of the ADA Coordinator in writing within 30 days of the receipt of the decision.

After 30 days, the ADA Coordinator or designee will make every effort to meet with the grievant to discuss the grievance and possible resolution. The Humboldt Transit Authority will submit final decision to the grievant.

All written and/or recorded communications will remain on file in the office of HTA for a period of three years. HTA's ADA Coordinator shall publish its Grievance Procedure together with the HTA's ADA Coordinator's name, office address, telephone number, and email for interested persons, individuals with disabilities, and organizations representing individuals with disabilities.

The Humboldt Transit Authority's ADA Coordinator may be reached by email at consuelo@hta.org, or by phone at (707) 443-0826 ext. 105. You may submit your grievance to:

Humboldt Transit Authority
ADA Coordinator
133 V Street
Eureka, CA 95501

These Grievance Procedures are reviewed by the ADA Coordinator to ensure compliance with ADA federal laws.

Reasonable Modifications

Requests for Reasonable Modification may be submitted via the website at www.hta.org, by email, written mail to 133 "V" Street, Eureka CA 95501, or by phone at (707) 443-0826. All requests for Reasonable Modification should be addressed to the attention of the ADA Coordinator. For more details regarding specific policies and procedures surrounding Reasonable Modification requests, please contact the Humboldt Transit Authority.

Humboldt Transit Authority Americans with Disabilities Grievance Form

In accordance with Title II of the Americans with Disability Act (ADA) of 1990, it is the intention of the Humboldt Transit Authority, to provide access to all services associated with its operation and to all persons with disabilities. Please use this form to file a grievance if you believe the Humboldt Transit Authority has not provided satisfactory accommodation for a disability.

Grievant Information

Grievant Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Number: _____ Alternate Number: _____

Other contact Information:

Please describe a description of alleged violation and requested remedy:

(Please include date, time, location, and specific information)

DATE: _____

TIME: _____

LOCATION: _____

DESCRIPTION _____

Signature: _____ Date: _____

You may submit your grievance to:

Humboldt Transit Authority
ADA Coordinator
133 V Street
Eureka, CA 95501

For Internal Use Only

Date and time grievance received: _____

Date and time of first contact: _____

Action Taken

