

Agenda
High Valley Transit District
Thursday, October 7, 2021, 1 PM

NOTICE is hereby given that the Board of Trustees will meet electronically,
via Zoom, on Thursday, October 7, 2021

(All times listed are general in nature, and are subject to change by the
Board)

Consistent with provisions of the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-207(4), the High Valley Transit District Board of Trustees Chair has issued written determinations supporting the Board of Trustees' decision to convene electronic meetings of the Board without a physical anchor location. Due to the health and safety risks related to the ongoing COVID-19 pandemic and considering public health orders limiting in-person gatherings, members of the public should not attend Board meetings in person. However, members of the public are invited and encouraged to view and participate in the Board's electronic meetings as described below.

Public comment may also be submitted until 12 PM on Thursday, October 7, 2021 via email at TDadmin@summitcounty.org.

To participate in the webinar:

<https://summitcountyut.zoom.us/j/91041274529>

Or, to listen by phone, dial 1-301-715-8592; **Zoom Webinar ID: 910 4127 4529**

This meeting may be recorded.

- 1) Pledge of Allegiance
- 2) Public Comment – all comments will be limited to three minutes per person

Work Session

- 3) Introduction of David Geffen, High Valley Transit Board Member
- 4) Ridership and performance update

- 5) 2022 Budget: Preliminary budget proposal, schedule, process

Board Action

- 6) Board Minutes August 26, 2021
- 7) Appoint Board Vice Chair/Secretary
- 8) Discussion and possible execution of Executive Director contract
- 9) Discussion and possible adoption of the Valley Ride ADA Complementary Paratransit Plan
- 10) Board comments
- 11) Staff comments

Members of the Board, presenters, and members of the public may attend and fully participate by electronic means, using Zoom (phone or video).

Non-Discrimination Notice The High Valley Transit District's policy is that no person, regardless of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to any discrimination under any program, activity, or services under Section 601 of Title VI of the Civil Rights Act, as amended. To view a copy of our Title VI Policy and Complaint Procedure, please contact us at (435) 336-3113.

If you require this or any information in an alternative format, please contact us at (435) 336-3113.



High Valley
TRANSIT

High Valley Transit

Weekly Data Reporting, Micro & Valley Ride: 9/17/21 to 9/23/21

Ride Experience

Ride Rating (out of 5)
Average **4.79** | Median **5**

Ride Distance
Average **3.4 miles** | Median **2.8 miles**

Pickup Walk Distance
Average **82.5 feet** | Median **64.0 feet**

Dropoff Walk Distance
Average **65.1 feet** | Median **49.0 feet**

Time from request to scheduled pickup
Average **10.8 minutes** | Median **9.0 minutes**

Weekly Overview

3,053 Passengers (avg. 436/day)

120 New Riders

33.1% Aggregation*

*Aggregation = % of shared rides

Web: highvalleytransit.org/data
Email: data@highvalleytransit.org

Transit Connections

Kimball Junction Transit Center

163 Pickups (5.3%)
149 Drop-offs (4.9%)
Total Connecting: 312 (10.2%)

Canyons Village Transit Hub

143 Pickups (4.7%)
183 Drop-offs (6.0%)
Total Passengers: 326 (10.7%)

YTD Overview

40,902
Passengers

13,445.1
Net Driver Hours

7,827
App Accounts

Avg. Ride Distance vs. Avg. ETA by Hour of Pickup, 9/17 to 9/23



Avg. ride distance in red; avg. ETA in orange. Only completed rides shown.
Staff Report Page 3



High Valley Transit

Weekly Data Reporting, Micro & Valley Ride: 9/24/21 to 9/30/21

Ride Experience

Ride Rating (out of 5)
Average **4.8** | Median **5**

Ride Distance
Average **3.6 miles** | Median **3.0 miles**

Pickup Walk Distance
Average **82.1 feet** | Median **64.0 feet**

Dropoff Walk Distance
Average **68.0 feet** | Median **53.0 feet**

Time from request to scheduled pickup
Average **12.2 minutes** | Median **10.1 minutes**

Weekly Overview

2,986 Passengers (avg. 426/day)

125 New Riders

32.3% Aggregation*

*Aggregation = % of shared rides

Web: highvalleytransit.org/data
Email: data@highvalleytransit.org

Transit Connections

Kimball Junction Transit Center

204 Pickups (6.8%)
170 Drop-offs (5.7%)
Total Connecting: 374 (12.5%)

Canyons Village Transit Hub

118 Pickups (4.0%)
199 Drop-offs (6.7%)
Total Passengers: 317 (10.7%)

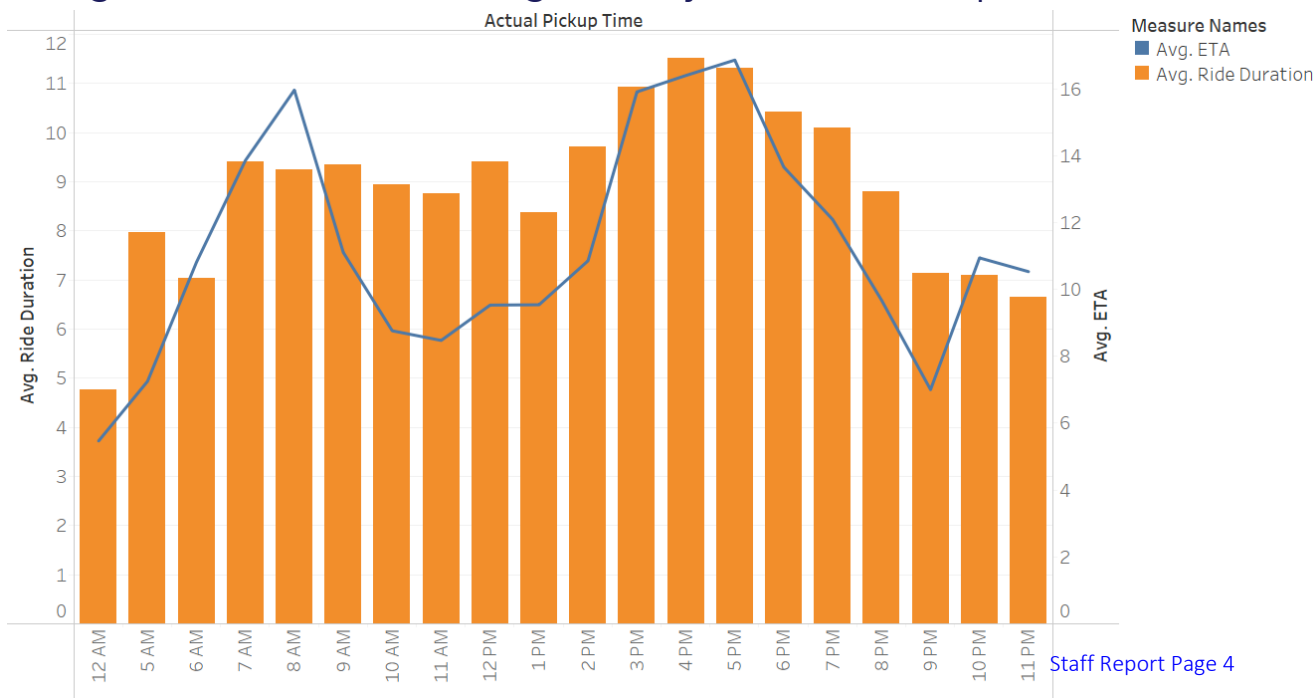
YTD Overview

43,888
Passengers

14,243.7
Net Driver Hours

8,069
App Accounts

Avg. Ride Duration vs. Avg. ETA by Hour of Pickup, 9/24 - 9/30





STAFF REPORT

Date: October 1, 2021
To: High Valley Transit Board of Trustees
From: Caroline Rodriguez, Executive Director on behalf of the Budget Sub-Committee
Subject: 2022 Draft Budget

Requested Board Action

- None, this is a work session.

Background

The Board of Trustees for the High Valley Transit District is responsible for adoption of a district budget, apart from the County Council. In July of this year, staff presented the Board with a proposed budget schedule that would allow ample time for review, consideration, and public discourse before adoption. A budget sub-committee to analyze budget items was also formed.

Originally staff had projected that a draft budget would first be presented to the full Board on November 11, 2021. However, in an effort to align with the County's budgeting process, a preliminary draft was presented to the Board on September 23. Subsequently, the budget sub-committee met to review the draft budget details, consider Board comments, and make revisions.

A revised budget-work schedule and updated proposed budget are provided on the following pages. Also included is a description of the budget changes that were made.

Figure 1. Proposed budget work schedule

HVT Board Meeting	Description
July 8, 2021	
	Budget sub-committee (30 min.)
July 22, 2021	
	Budget sub-committee (30 min.)
August 12, 2021	Meeting cancelled
August 26, 2021	
	Budget sub-committee (30 min.)
September 9, 2021	
	Budget sub-committee (30 min.)
September 23, 2021	Preliminary budget presented to HVT Board
	Budget sub-committee (60 min.)
October 7, 2021	Revised preliminary budget reviewed in Board work session
	Budget sub-committee (30 min.)
October 28, 2021	
	Budget sub-committee (30 min.)
November 11, 2021	Draft budget presented to Board Notice of public hearing published
	Draft budget presented to County Council (informational)
	Budget sub-committee (30 min.)
November 22, 2021	Regular meeting
	Budget sub-committee (30 min.)
December 9, 2021	Move meeting to following week (December 16) for HVT 2022 budget hearing; adopt budget
Mid-December	County Council adopts County budget
December 23, 2021	Regular meeting

Figure 2. 2022 Draft Budget_v2

Account 55-5100- xxx-xxx	Description	Total Cost
100-	Bus service (Via (fixed, Micro)/Downtowner)	\$10,175,585
100-100	Bus service (UTA)	\$750,000
110-	Salaries	\$509,226
110-	Driver incentive programs/recruiting	\$250,000
120-	Overtime	\$5,000
130-	Benefits	\$250,000
190-	Local match/bus replacement	\$25,000
200-	Materials/supplies	\$35,000
230-	Travel/training	\$12,550
230-	Semi- Annual retreat incl. Diversity, Equity, Inclusion Board training	\$8,000
250-	Board stipends	\$15,000
270-	Dues/subscriptions/licenses	\$18,850
270-	Tableau license	\$840
270-	Web improvements	\$816
270-	Insurance	\$27,500
275-	Utilities	\$12,624
290-	Cell phones	\$1,836
310-	Contract with county (Admin.)	\$171,060
310-	Professional/technical	\$250,000
310-	Transit center cleaning (contract)	\$42,840
310-	Winter transit maintenance	\$85,000
310-	Lobbyist contract share	\$25,000
275-	Data service/wifi (KJTC/Ecker)	\$7,898
270-	Software licensing (other)	\$19,000
310-	Publications/printing	\$35,520
310-	IT support (contract)	\$30,000
360-	Fuel (support vehicles)	\$4,680
365-	Equipment/vehicle maintenance	\$55,000
55-5900-	Depreciation (KJTC, shelters, buses)	\$705,580
740-	Transit Facility/other capital	\$1,600,000
740-	Snow pusher/blower for Ecker ped	\$28,000
740-	Shop equipment (lifts, tools, etc.)	\$200,000
760-	Equipment	\$3,000
	Total Expenses:	\$15,360,404
	Total Revenues:	\$17,463,500
55-2951-	Fund balance	\$2,103,096
2022 Proposed Budget		\$17,463,500

Budget Revision Notes

The bus service line item was adjusted up to reflect actual contract terms reflecting inclusion of sub-contractor Downtowner, LLC (\$733,300); fuel pass-through (estimated \$282,714), and not-to-exceed Micro costs (\$2,218,000). Conversely, line 360- fuel was significantly reduced to include only fuel for one support vehicle.

\$650,000 previously listed in local match/bus replacement was moved to the depreciation line as the amount previously listed did not reflect actual money to be expended in 2022. Rather, those funds will be banked toward future local match/bus replacement needs. \$25,000 was added back to that line item to pay for bus wrapping for vehicles delivered in 2022.

Web site improvement and software licensing fees were moved to the 270- line

Utilities were increased by \$654 for the Kamas City water standby fee. Just under \$3,000 in data service and wifi costs were moved to the Utilities account.

\$200,000 for shop equipment was moved to 740- Depreciable Assets to allow for accurate record keeping. The remaining \$55,000 is for vehicle service of up to three support vehicles.

Updated information indicates that ARPA construction funds will be available at 100% reimbursement. Expenses attributed to the building construction were adjusted down \$400,000 to reflect no local share on the 2022 capital project. Item for discussion during work session.

Contribution to fund balance was reduced, although 14 percent of the total annual budget, \$2.1 million, is still going toward fund balance.

The total proposed budget in 2022 is **\$17,463,500**, approximately \$5 million more than the 2021 adopted budget of \$12.6 million. However, in a comparison of just those budget line items that make up local bus service; expenses that were previously paid to Park City Transit and Downtowner and are now paid only to River North, the 35 percent increase in budget represents a **54 percent** increase in total service hours as well as a large expansion of service area, to Francis, the top of Summit Park, Jeremy Ranch, Pinebrook, Silver Summit, and Silver Creek. Further, those customers that previously had 30-minute fixed route service now have 15-minute service, effectively doubling their fixed route transit service. As well, that increase covers all costs for the additional services from River North, and its parent company Via, including but not limited to: human resources, full-service app, live rider and driver support, robust data collection, professional marketing, expansion team, and a full compliance department, including Drug and Alcohol.

Minutes

High Valley Transit District

BOARD OF TRUSTEES
THURSDAY, AUGUST 26, 2021

Location: <https://summitcounty.box.com/s/31uq0gepli4wzbyn0w1yjq1dqu4yo9ji>

Consistent with provisions of the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-207(4), the Summit County Council Chair has issued written determinations supporting Summit County Council's decision to convene electronic meetings of the Council without a physical anchor location. Due to the health and safety risks related to the ongoing COVID-19 pandemic and considering public health orders limiting in-person gatherings, members of the public should not attend Council meetings in person. However, members of the public are invited and encouraged to view and participate in the Council's electronic meetings as described below.

PRESENT:

Kim Carson, *Chair*

Joe Spink, *Vice Chair/Secretary*

Doug Clyde, *Board Member*

Tom Fisher, *County Manager*

Jamie Dansie, *Sr. Transportation Planner*

Chris Putt, *Transportation Planner*

Dave Thomas, *County Attorney*

Roger Armstrong, *Board Member*

Chris Robinson, *Board Member*

Caroline Rodriguez, *Executive Director*

Isabel Hanewicz, *Business Analyst*

Abigail Villegas, *Admin Tech*

Meeting called to order at 1:00 PM.

Pledge of Allegiance

Work Session

Ridership and Performance

Isabel Hanewicz presented and explained HVT's ridership and performance.

The Board asked questions of I. Hanewicz.

Remix Demo

Isabel Hanewicz presented the HVT Remix Demo.

The Board asked questions of I. Hanewicz.

Winter Operations Update

Caroline Rodriguez presented HVT's Winter operational update.

The Board asked questions of C. Rodriguez.

Budget Update

Caroline Rodriguez presented and explained the budget update.

The Board asked questions of C. Rodriguez.

Board Comments

- Spink expressed his gratitude to the HVT team and to the Board.
- The Board thanked Spink for his tremendous dedication/mastery to his position and wished him well during his future endeavors.

Staff Comments

- Jamie updated the Board on the U of U bike rack competition and informed of HVT's upcoming dates that the office will be closed on the 3rd and 6th.
- Caroline thanked Spink for his guidance, support, and hard work.

Closed Session

Chair Kim Carson suggested a motion to go into closed session for discussion of Litigation, Personnel. Moved by Armstrong and seconded by Spink. The motion passed with a vote of 5-0.

Consent Agenda

Minutes dated June 24, 2021; July 8, 2021; July 19, 2021

MOTION

Chair Carson made a motion to adjourn meeting at 3:00 p.m. The motion passed with a vote of 5-0.

1885 W. Ute Blvd.
Park City, UT 84098
WWW.HIGHVALLEYTRANSIT.ORG



Kim Carson, *Chair*

**HIGH VALLEY TRANSIT DISTRICT
EXECUTIVE DIRECTOR
EMPLOYMENT CONTRACT**

THIS AGREEMENT (the "*Agreement*") is made and entered into this ___ day of October, 2021 (the "*Effective Date*") by and between **HIGH VALLEY TRANSIT DISTRICT** (hereinafter referred to as "*District*"), whose address is 1885 W. Ute Blvd., Park City, Utah 84098, and **CAROLINE RODRIGUEZ** (hereinafter referred to as "*Rodriguez*"), whose address is [REDACTED]. The District and Rodriguez may be referred to as a "*Party*," and together as the "*Parties*."

RECITALS

WHEREAS, the District desires to employ the services of Rodriguez as the Executive Director of the High Valley Transit District through a written employment contract; and,

WHEREAS, District desires to:

1. Provide certain benefits to Rodriguez,
2. Establish certain conditions of employment,
3. Set working conditions for Rodriguez,
4. Secure and retain the services of Rodriguez and to provide inducement for her to remain in such employment,
5. Make possible full work productivity by assuring peace of mind on the part of Rodriguez,
6. Provide deterrents against malfeasance or dishonesty for personal gain on the part of Rodriguez, and
7. Provide a just means for compensation and for terminating Rodriguez's service should she become unable to fully discharge her duties or when the District's Board of Trustees (the "*Board*") may desire to otherwise terminate her employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained,

Section 1: POWERS AND DUTIES

District hereby agrees to employ Caroline Rodriguez as the Executive Director of the High Valley Transit District to exercise powers and perform the duties specified in Summit County Code, Title 2, Chapter 7, as well as those duties and requirements enumerated in the attached job description which is incorporated by reference herein, and to perform other legally permissible and proper duties as the Board may from time to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, Summit County Code, or state or federal law.

Section 2: TERM

The term of this Agreement shall be for a period of three (3) years and three (3) months from October 1, 2021 to December 31, 2024 (the “Term”).

- a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Rodriguez at any time, subject only to the provisions established by this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Rodriguez to resign at any time from her position with the District upon thirty (30) days written notice to the Board.
- b. In the event the Board intends not to renew or renegotiate this Agreement with Rodriguez at the end of the Term, Rodriguez shall be given a minimum of thirty (30) days advanced written notice.
- c. Rodriguez agrees to remain in the exclusive employ of the District and the Board during the Term of this Agreement. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking, consulting performed on Rodriguez’s time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the District or the Board. *De Minimis* use of the District’s equipment (such as laptop computer) for such purposes is hereby authorized.

Section 3: TERMINATION AND SEVERANCE PAY

- a. Termination without Cause. In the event Rodriguez is terminated, or asked to resign by the Board for any reason other than as set forth in paragraph (b) below, and Rodriguez is willing and able to perform her duties under this Agreement, then in that event the District and the Board agree to pay Rodriguez a lump sum cash payment equal to six (6) months aggregate salary. Rodriguez shall also be compensated for all paid time off, deferred compensation and all other accrued benefits to date.
- b. Termination for Cause. In the event Rodriguez is terminated for cause, which is defined for purposes of this Agreement as: (i) an intentional act or acts of dishonesty in the performance of her duties as an employee of the District and the Board that is injurious to the mission, financial condition, results of operations or reputation of the District and the Board, taken as a whole; (ii) any material breach of this Agreement; (iii) a material breach of her fiduciary duties to the District or the Board, including complying with and enforcing District policies; (iv) her conviction, or pleading of nolo contendere to any felony, or any misdemeanor

involving moral turpitude; (v) her imprisonment for any reason; (vi) any act of fraud or willful misconduct in the performance of her duties hereunder; (vii) her repeated failure to obey District's policies or the instructions of the Board; (viii) a disability as set forth in Section 5; or (ix) her repeated failure to perform her obligations and duties, then the District and the Board shall have no obligation to pay the severance indicated, except for items for which Rodriguez may be legally entitled.

- c. Resignation. In the event Rodriguez voluntarily resigns as the Executive Director, the District and the Board will be under no obligation to continue to compensate Rodriguez after the date of resignation except for items for which Rodriguez may be legally entitled.
- d. Duty to Mitigate on Termination; Deduction and Offset. Should District exercise its right to terminate Rodriguez's employment prior to the expiration of the Term under paragraph (a) above, during the six (6) month's severance period set forth therein (the "Mitigation Period"), Rodriguez shall (i) use reasonable efforts to seek other comparable employment, (ii) advise District on a regular basis of her work status, and (iii) provide documentary evidence of Rodriguez's efforts to find other comparable employment during the Mitigation Period. During the Mitigation Period, if Rodriguez becomes self-employed or accepts employment with any other person or entity, Rodriguez shall provide District with written information regarding Rodriguez's rate of pay and other earnings and benefits, and shall furnish to District such related documentation as it requests, including without limitation, copies of W-2 statements and relevant portions of Rodriguez's personal income tax filings and any tax filings on behalf of Rodriguez. Rodriguez hereby authorizes District to deduct from the payments to be made by District pursuant hereto the value of any earnings and benefits from third-party employment, or an amount equal to Rodriguez's taxable income from self-employment activities, by periodic adjustments in District's payments to Rodriguez or Rodriguez shall repay District any sums due it. In the event that Rodriguez accepts full time employment with a third party during the Mitigation Period and the fixed compensation Rodriguez receives from such third party employer is less than the fixed compensation District is obligated to pay Rodriguez hereunder, then District shall remain obligated to pay Rodriguez only the amount of the difference for the remainder of the Mitigation Period.

Section 4: COMPENSATION

- a. Rodriguez's salary effective on October 1, 2021 shall be \$137,000 per year. On January 1, 2022, said salary shall be increased to \$145,000 per year.
- b. Rodriguez shall be paid installments at the same time as other employees of the District are paid.

- c. The Board agrees that Rodriguez is eligible for an annual increase in salary, which shall be up to the maximum potential percentage increase provided for all District employees in the annual budget.

Section 5: DISABILITY

In the event Rodriguez is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of six (6) successive months and has not or cannot obtain a medical release to return to work, this Agreement will be deemed terminated and no additional compensation or severance shall be paid as indicated in Section 3(b) of this Agreement.

Section 6: BENEFITS

- a. All provisions of the District's personnel policies, and other regulations, directives, policies, practices and procedures shall apply to Rodriguez unless otherwise provided herein. This shall include the following benefits as contained in the High Valley Transit Administrative Policies and Procedures, Personnel Policy, Chapter 15 (the "*Personnel Policy*"):
 - (1) Health Insurance or payment in lieu of coverage
 - (2) Dental Insurance
 - (3) Life Insurance
 - (4) Retirement: Rodriguez shall take retirement through Tier II Program of the Utah Retirement Systems ("*URS*").
 - (5) Family and Medical Leave
 - (6) Long Term Disability
 - (7) Military Reserve Leave
 - (8) Sick Leave
- b. Rodriguez shall accrue paid time off at the rate of 192 hours per year. Paid time off may be carried over year to year up to the aggregate limits of vacation time per the Personnel Policy.
- c. For the purposes of accessibility, the Board shall provide Rodriguez with a monthly stipend of \$50.00 as reimbursement to Rodriguez for the costs associated with having an active mobile phone device and maintaining active service during the Term of this Agreement.
- d. Rodriguez's duties require exclusive and unrestricted use of an automobile. The Board shall provide a vehicle, maintenance and fuel for use by Rodriguez consistent with HVT's Administrative Policies and Procedures, which may include the use of cooperative purchasing under state contracts. Rodriguez shall have reasonable

discretion to choose the make and model of the vehicle so long as the cost is within the budget approved by the Board. Such benefit to be documented through IRS form 1099.

Section 7: HOURS OF WORK

It is recognized that Rodriguez must devote a great deal of her time outside normal office hours to business of the District, and to that end Rodriguez will be allowed to take administrative time off as she shall deem appropriate during normal office hours.

Section 8: PROFESSIONAL DEVELOPMENT

- a. The District and the Board will provide through the budgeting process resources, as they deem appropriate, for Rodriguez to attend seminars, short courses, professional association meetings, and similar functions for her continued professional development and for the good of the District and the Board. The District agrees to pay for Rodriguez to attend conference/training the Board determines Rodriguez should attend.
- b. The District and the Board will provide through the budget process resources, as they deem appropriate, for Rodriguez to maintain professional association memberships that are held by Rodriguez and any civic club memberships (e.g.; Rotary Club International) where Rodriguez participates.

Section 9: PERFORMANCE EVALUATION

The Board shall annually review the performance of Rodriguez in August of each year subject to a process, form, criteria, and format for the evaluation that shall be mutually agreed upon by the Board and Rodriguez. The process at a minimum shall include the opportunity for both Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Rodriguez within thirty (30) days of the evaluation meeting.

Section 10: INDEMNIFICATION

As required under Federal, State or Local Law, and at the express written request of Rodriguez, the District shall defend, save harmless and indemnify Rodriguez against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Rodriguez's duties or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved willful misconduct, gross negligence, or wanton conduct. Legal representation for Rodriguez shall be provided by the District or its insurance carrier as may be required, but shall not be provided for allegations or determinations of willful misconduct, gross negligence, or wanton conduct of Rodriguez. If provided, legal representation, provided by the District for

Rodriguez, shall extend until a final determination of the legal action including any appeals brought by either party, and the District shall indemnify Rodriguez against any and all losses, damages, judgments, interest, settlements, fines, and court costs.

Rodriguez recognizes that the District shall have the absolute right to settle any claims or lawsuits unless the settlement is of a personal nature to Rodriguez, in which event Rodriguez may exercise her veto over the settlement. Further, the District agrees to pay all reasonable litigation expenses of Rodriguez throughout the pendency of any litigation to which Rodriguez is a party, witness or advisor to the District or the Board. Such expense payments shall continue beyond Rodriguez's service to the Board as long as litigation is pending. Further, the District agrees to pay Rodriguez's reasonable consulting fees and travel expenses when Rodriguez serves as a witness, advisor or consultant to the District or the Board regarding pending litigation.

Section 11: RESIDENCE

During the Term of this Agreement, Rodriguez agrees that she shall live within the boundaries of Summit County, Utah, unless otherwise approved by the Board.

Section 12: BONDING

The District shall bear the full costs of any fidelity or other bonds required of Rodriguez under any law or ordinance.

Section 13: GENERAL PROVISIONS

- a. This Agreement sets forth and establishes the entire understanding between the Board and Rodriguez relating to the employment of Rodriguez by the District and the Board. Any prior discussions, representations, written or verbal agreements by or between the Parties are merged into, superseded by, and rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Rodriguez.
- c. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

Section 14: NO REDUCTION OF BENEFITS

The District and the Board shall not at any time during the Term of this Agreement reduce the salary, compensation, or other financial benefits of Rodriguez, except to the degree of such a reduction across-the-board for all employees of the District or the result of disciplinary action.

Section 15: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a. BOARD: High Valley Transit Board of Trustees
1885 W. Ute Blvd.
Park City, UT 84098

With a copy to:

Summit County Attorney
Summit County Courthouse
60 N. Main
P.O. Box 128
Coalville, Utah 84017

- b. RODRIGUEZ: Caroline Rodriguez
1760 Oak Lane
Francis, UT 84036

(or as amended by Rodriguez)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16: COUNTERPARTS

This Agreement may be executed in counterparts and delivered by electronic transmission. Any signature on this Agreement transmitted by facsimile or electronically in PDF format or other electronic means (e.g., DocuSign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

Signature Page to Follow

IN WITNESS WHEREOF, District has caused this Agreement to be signed and executed in its behalf by the Chair of the High Valley Transit Board of Trustees, and Caroline Rodriguez has signed and executed this Agreement, the day and year first above written.

HIGH VALLEY TRANSIT DISTRICT

By: Board of Trustees

Kim Carson
Chair

APPROVED AS TO FORM:

David L. Thomas

David L. Thomas
Chief Civil Deputy

RODRIGUEZ

Caroline Rodriguez

STAFF REPORT

Date: October 6, 2021
To: High Valley Transit Board of Trustees
From: Caroline Rodriguez, Executive Director
Subject: High Valley Transit/Valley Ride ADA Complementary Paratransit Plan

Requested Board Action

- Adopt the final ADA Complementary Paratransit Plan

Background

This ADA policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the Americans with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation (U.S. DOT) regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and applicable state laws and regulations.

The draft version of the paratransit plan came before the Board of Trustees in May 2021. At that time, the Board approved of the content of the plan, with one requested update. The Board determined that agency personnel will **not** be allowed to operate an individual's mobility device, even upon request. That update has been made, as reflected on page 3 under the *Wheelchair Accommodation* section.

High Valley Transit
ADA Complementary Paratransit Plan
Date: June 1, 2021

Introduction and Purpose

This ADA policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the Americans with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation (U.S. DOT) regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and applicable state laws and regulations. High Valley Transit operates services on a fixed route and on-demand basis. High Valley Transit complies with ADA requirements with respect to such services.

Policy Statement

It is the policy of High Valley Transit to comply with all the legal requirements of federal and state laws and regulations as they pertain to individuals with disabilities. If state laws and federal regulations are contradictory, the federal ADA regulations prevail. The transit system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.

Goals: Service is provided in a manner that meets these goals to:

1. Provide safe, accessible, and dignified services to all persons, including individuals with disabilities
2. Ensure that eligible individuals who are unable to board, ride or disembark from the fixed route service are provided complementary paratransit with comparable service availability and quality to the fixed route service
3. Expedite the safe and efficient boarding, securing, transporting, and alighting of all passengers, regardless of mobility status
4. Accommodate the wide range of mobility aids within the confines of available vehicles and commercial standard equipment

Applicability: This policy applies to all transit system employees, services, facilities and vehicles. It applies equally to all persons needing and/or using the services provided by the system.

Definitions:

Commuter Bus: Fixed route bus service, characterized by service predominantly in one direction during peak periods, limited stops, use of multi-ride tickets, and routes of extended length, usually between the central business district and outlying suburbs. Commuter bus service may also include other service, characterized by a limited route structure, limited stops, and a coordinated relationship to another mode of transportation.

Disability: With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

Fixed Route Service: Operates along a prescribed route according to a fixed (regular) schedule.

Mobility Device: A device that is designed to assist an individual with disabilities with locomotion. Examples include wheelchairs, canes, crutches, and walkers. Also called mobility aid.

Route Deviation Service: A system that permits user-initiated deviations from routes or schedules.

Securement Area or Station: A designated location for riders using wheelchairs, equipped with a securement system.

Securement Device, Equipment or System: Equipment used for securing wheelchairs against uncontrolled movement during transport.

Service Animal: Any guide dog, signal dog, or other animal that has been individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Wheelchair: A mobility aid belonging to any class of three- or more- wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

General Guidance and Procedures for Implementing Policy

Recruitment and Employment: As stated in the transit system's personnel policies, the agency is an Equal Opportunity Employer and fully complies with ADA in its recruitment, hiring and continued employment practices.

Facility and Vehicle Accessibility: The transit system administrative facility, passenger facilities and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and requirements of the State of Utah. If state requirements do not meet federal requirements, the federal ADA regulations prevail. All vehicles purchased for fixed route will be accessible. Vehicles purchased for demand response service will only be non-accessible to the extent that the demand response system, when viewed in its entirety, provides the same level of service for individuals with disabilities as for individuals without disabilities. The transit system will conduct an analysis of service equivalency prior to the acquisition of any inaccessible vehicles for demand-responsive service.

Vehicle and Route Assignment: To the extent possible, the assignment of particular types of vehicles will be based upon rider needs. All vehicles assigned to fixed routes will be accessible.

In addition to fixed route service, High Valley Transit also operates demand response service (referred to as "micro"). To the extent that inaccessible vehicles comprise any proportion of the fleet, the transit system will ensure that equivalent service is provided to individuals with disabilities, including wheelchair users,

that is consistent with U.S. DOT ADA regulations under 49 CFR Part 37, Section 37.77. This transportation will be provided in the most integrated setting appropriate to the needs of the individual and will be equivalent to the service provided other individuals with respect to:

- Response time
- Fares
- Geographic area of service
- Hours and days of service
- Restrictions or priorities based on trip purpose
- Availability of information and reservations capability
- Any constraints on capacity or availability

Maintenance of Accessible Features: Accessibility features on vehicles, including lifts, ramps, wheelchair securement devices and public address systems, will be maintained in operative condition. The preventive maintenance program of High Valley Transit provides for regular and frequent maintenance checks of these features as well as preventive maintenance as recommended by the equipment manufacturers. In addition, the lift must be cycled as part of each pre-trip inspection.

Drivers are required to report lift or ramp failures immediately. Vehicles with inoperative lifts or ramps will be removed from service and replaced with an accessible vehicle until the inoperative lift or ramp is repaired. Additional fixed route policies related to inoperative lifts or ramps are discussed under “Policies Specific to Fixed Route Service.”

Wheelchair Accommodation: All accessible vehicles meet or exceed the requirements of 49 CFR Part 38. Transportation providers are required to carry a wheelchair and its user, as long as the lift can accommodate the size and weight of the wheelchair and its user, and there is space in the securement area for the wheelchair on the vehicle without blocking the aisle. If a vehicle lift/ramp and securement area can accommodate a wheelchair (or other mobility device), High Valley Transit will transport the device (and its user).

An individual who uses a wheelchair that, when occupied, exceeds the weight rating of the vehicle lift/ramp, will be offered the opportunity to board and disembark from the vehicle separately from the wheelchair. However, transit agency personnel are not permitted to operate a passenger’s wheelchair. The individual may travel with another individual who can assist with operating the unoccupied wheelchair to maneuver it on and off the lift/ramp.

Boarding: Drivers and scheduling practices will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary and waiting for passengers to be seated before moving the vehicle. Only a properly trained transit system employee can operate the lift or ramp and secure the wheelchair in the securement station. Passengers may board facing toward or away from the vehicle.

Priority Seating: With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating.

Priority seating for seniors and individuals with disabilities is to be designated by permanent signage in each vehicle. In cases where an individual with a disability requests use of priority seating that is currently occupied by another passenger, the driver will ask that passenger to move so as to allow the individual with a disability use of the priority seating. In cases where a wheelchair user requires the use of a securement location, the driver will ask any passenger (including other passengers with disabilities) to vacate the securement location.

Driver Assistance: Drivers will make themselves available for assistance to individuals with disabilities and will assist upon request of the passenger. Drivers will leave their seat to assist a passenger with using the vehicle ramp, lift and/or securement system. Drivers will use the accessibility-related equipment and features on their vehicles as described in these policies.

Wheelchair Securement:

High Valley Transit does not require that wheelchairs be secured on board the vehicle. However, the driver will secure a passenger's wheelchair if requested by the passenger.

Securement of wheelchairs is the responsibility of the driver. Drivers are trained in the proper operation of all securement equipment based on the equipment manufacturer's specifications. Drivers will listen to and respect riders' instructions on how to secure their equipment. Drivers cannot be expected to be familiar with each and every wheelchair type that may come aboard, and securement attachment points may differ by wheelchair manufacturer. The rider may be in the best position to instruct the driver on how to properly secure their mobility device.

If the securement system is not compatible with the wheelchair the passenger is using, the driver will still make an attempt to safely secure the wheelchair. If the wheelchair cannot be secured because of the wheelchair design, the passenger still has the right to ride in the vehicle.

Drivers must secure wheelchairs in the designated securement area only, even if the passenger wants their mobility device to be secured in a non-designated area. The wheelchair is not allowed to block the aisle.

Seat belts and shoulder harnesses are recommended but not required for passengers riding in their secured wheelchair.

In cases where an individual using a wheelchair attempts to board and requires use of a securement location that is currently occupied by another passenger that is not using a wheelchair, the driver will ask that passenger to allow the individual using a wheelchair to use the securement position.

Use of Lift or Ramp by Individuals with Disabilities Not Using a Mobility Device: The driver will deploy the lift or ramp for an individual with a disability who is not using a mobility device to board or alight the vehicle upon request.

Accommodation of Other Mobility Devices: Mobility devices that are not wheelchairs, but which are primarily designed to for use by individuals with mobility impairments, will be accommodated to the extent

that the ADA-compliant lift or ramp and securement areas can safely do so. However, these devices are the responsibility of the individual passenger, and must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers.

Transfer to Fixed Seating: All passengers using wheelchairs have an option of transferring to fixed seating once on board the vehicles. Drivers may recommend, but never require, wheelchairs users to transfer to fixed seating. No waivers are allowed to be required.

Accommodation of Portable Oxygen: Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. DOT rules on the transportation of hazardous materials in 49 CFR Subtitle B, Chapter 1, Subchapter C.

Service Animals: In compliance with 49 CFR Part 37, the transit system allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal, but may ask what tasks the animal has been trained to perform. However, any animal which is not under the passenger's control or which becomes a direct threat to the health or safety of other passengers may be restricted from riding.

Alighting: It is the responsibility of the driver to determine that the location for passenger alighting is safe. For fixed route, the driver will allow a passenger who uses the lift or ramp to alight at any stop, unless the lift or ramp cannot be deployed, will be damaged if deployed, or conditions at the stop would present unsafe conditions for all passengers. Only the driver will unsecure the wheelchair and operate the lift or ramp to return the passenger to the ground level.

Staff Training: All drivers and transit system staff are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly and respectfully assisting and treating individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts and other accessibility equipment.

Rider Information: All printed informational materials are made available in accessible formats upon request, for example, large print for individuals with low vision or audio for blind individuals, as well as accessible electronic formats.

Complaint Procedure: All complaints of discrimination on the basis of disability will be promptly and objectively investigated and forwarded to the Office of the (Summit County) Attorney, c/o Jami Brackin, 60 N. Main, P.O. Box 128, Coalville, UT 84017 and promptly and objectively investigated. High Valley Transit will promptly communicate its response to the complaint allegations, including its reasons for the response, to the complainant. The response will be documented. Corrective or disciplinary action will be taken for behavior prohibited by this policy, up to and including termination of employment. Documentation of each complaint will be kept on file according to the retention schedule adopted by State Archives for local governments, currently five years.

Reasonable Modification of Policy: If a passenger with a disability requires modification of any of High Valley Transit's policies and practices to accommodate their disability to use the service, the passenger may request such a modification by contacting the office of the General Manager. The transit system will work

with the individual to find an acceptable accommodation solution. Where a request for modification cannot practicably be made and determined in advance operating personnel will make a determination of whether the modification should be provided at the time of the request. Operating personnel may consult with High Valley Transit management before making a determination to grant or deny the request.

Requests for modification of policies and practices may be denied only on one or more of the following grounds:

- Granting the request would fundamentally alter the nature of High Valley Transit's services, 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 High Valley Transit's services, programs, or activities for their intended purpose.

In any case in which High Valley Transit denies a request for a reasonable modification, the agency shall take, to the maximum extent possible, other actions (that would not result in a direct threat or fundamental alteration of service) to ensure that the individual with a disability receives the services or benefit provided by High Valley Transit.

Guidelines and Procedures for Implementing Policy Specific to Fixed Route Services

Inoperative Lifts and Ramps: Vehicles with inoperative lifts must be taken out of fixed route service as soon as possible (no later than the beginning of the vehicle's next service day) and inoperative equipment will be replaced promptly with an accessible spare vehicle. The inoperative lift will be repaired before the vehicle returns to service. For vehicles equipped with ramps, it may be possible to continue in service as long as the ramp can be and is deployed manually when necessary. If an inoperative ramp cannot be (or is not) deployed manually, the transit agency will apply the policy for a vehicle with an inoperative lift.

If there is no accessible spare vehicle available to take the place of a vehicle with an inoperable lift/ramp on a route, the vehicle with the inoperable lift/ramp may be kept in service for no more than five days. In such cases alternative transportation will be provided to individuals with disabilities who are unable to use the vehicle because its lift/ramp does not work.

Route Identification to Passengers Waiting at Shared Stops: Where vehicles for more than one route serve the same stop, each driver will stop and announce their route to passengers waiting at the stop. These stops have been listed for each route and the lists are provided to drivers during training.

Route Orientation Announcements: Fixed route drivers will announce the following stops to passengers on board the vehicle (using the vehicle's public address system on larger vehicles if such is available): 1) transfer points with other routes, 2) major intersections or destination points, 3) sufficient intervals along a route to orient passengers with visual disabilities to their location, and 4) any stop requested by a passenger with a disability. Stops that fall into the first three categories are listed for each route and provided to drivers during training.

Bus Stop Accessibility: When establishing new bus stops, it is the policy of High Valley Transit to select locations that are accessible to riders using mobility devices, to the extent feasible. When installing improvements at existing bus stops, the improvements will be made accessible in accordance with US DOT ADA standards for transportation buildings and facilities. In the event that a particular stop is not accessible, the transit system will provide complementary paratransit to any individual who is unable to use the fixed route system because that stop is inaccessible. If an individual with a disability requests that an existing stop be made accessible, High Valley Transit will work with the jurisdiction that is responsible for the street and sidewalk (if applicable) to include accessibility improvements to the stop within the jurisdiction's ADA transition plan for sidewalks.

ADA Complementary Paratransit: Individuals who are unable to use the fixed route service because of a disability will be provided with complementary paratransit service that is comparable to the fixed route service in service availability and quality. The policies for ADA Complementary Paratransit are provided in the next section.

Guidelines and Procedures for Implementing Policy Specific to ADA Complementary Paratransit Services

Introduction: High Valley Transit provides ADA complementary paratransit services for individuals whose disabilities prevent them from independently using the fixed route system. This is demand response service that is equivalent to the fixed route service in terms of service characteristics as described under 49 CFR Part 37, Subpart F.

Eligibility Determination Process: To be eligible to use the ADA complementary paratransit service, applicants must complete an ADA complementary paratransit eligibility determination process. Eligible individuals will receive documentation of ADA complementary paratransit eligibility, which can be used in other areas.

Eligibility Criteria: The certification process strictly limits ADA complementary paratransit eligibility to the regulatory definition of eligibility. Only those persons who meet the regulatory definition will be given documentation indicating that they are "ADA Paratransit Eligible." A person will be considered eligible for ADA complementary paratransit if:

- The individual is unable, as the result of a physical or mental impairment (including a vision impairment), and without assistance of another individual (except the operator of a wheelchair lift/ramp or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities.
- The individual with a disability is capable of using the system with the assistance of a wheelchair lift/ramp but the route they want to use is not sufficiently ADA accessible for the individual to use it.

- The individual with a disability has a specific impairment-related condition, which prevents such individual from traveling to a fixed route boarding location or from a disembarking location.

Temporary eligibility for ADA complementary paratransit service will be allowed for those with a disability that is only temporary in nature. Temporary eligibility is established during the certification process.

Application Form: A copy of the application form used for High Valley Transit ADA complementary paratransit service is provided at the end of this section. Large print, audio, electronic, and other accessible formats are available upon request, as well as in Spanish.

Review Process and Time Frame: Upon receipt of a completed application, High Valley Transit will review the application and determine the individual's eligibility within 21 days of receipt. This responsibility has been assigned to the ADA Coordinator. If a determination is not made within 21 days, the applicant is treated as eligible and will receive service until such time as a determination of eligibility is made.

Notification of Eligibility: Each applicant will be notified in writing by mail of their status within 21 days of submitting a properly completed application. If determined eligible, this letter will serve as temporary eligibility documentation as described below. The procedures for using ADA complementary paratransit will also be mailed with this letter in a format useable by the individual (such as large print, audio, or electronic file).

Those persons determined to be ineligible will be provided with specific information as to why their application was rejected and instructions on how they can appeal the decision (described below). This information will also be mailed with this letter in a format useable by the individual.

Documentation: High Valley Transit will provide certified individuals with documentation that can be used as identification for reciprocal eligibility for ADA complementary paratransit service in other areas of the communities in the United States. This documentation will include the following information:

- Name of eligible individual
- Name of certifying transit provider – High Valley Transit
- Telephone number of the High Valley Transit ADA Coordinator
- Whether or not the rider requires use of a lift or ramp
- Expiration date
- Any conditions or limitations on eligibility
- Whether person travels with a PCA
- Information on the appeal process if the individual is denied eligibility or has conditions placed on eligibility.

Term of Eligibility: Once determined eligible, a person maintains eligibility for three years. Recertification is required every three years. Persons given temporary eligibility remain eligible for

the duration of time of the temporary disability, as determined through the certification process and indicated in the documentation that is to be provided to the applicant.

Appeals Process: The appeals process will be explained to all applicants who are rejected or permitted only partial (conditional or temporary) service. The applicant has 60 days to file an appeal with High Valley Transit, with the decision to be made by the High Valley Transit Board of Trustees. The notification of intent to appeal may be submitted in person, by telephone, or in writing. Written appeals may not be required, but riders may have that option. The applicant will be afforded an opportunity to be heard and to present information and arguments in person. The Chief Operating Officer has 30 days from the date of the appeal to render a decision concerning the appeal. If a decision is not reached within 30 days, the applicant will be presumed eligible until a decision has been reached. The ADA regulations require that the person who makes a determination on an appeal must not be involved in the initial determination of the individual's eligibility.

ADA Complementary Paratransit Service for Visitors: ADA complementary paratransit eligible individuals visiting from other localities outside of the system's service area will also be served when eligible trips are requested. The visiting individual's local certification will be honored by High Valley Transit. If a visitor does not have ADA complementary paratransit certification from another jurisdiction, but makes a claim of eligibility, that claim will be honored as required by the ADA. However, in such cases, High Valley Transit reserves the right to require proof that the individual is not a local resident, and if the individual has a disability which is not apparent. Service to visitors is limited to 21 days during any 365-day period beginning with the visitor's first use of the service during that period. Visitors who anticipate requiring service for more than 21 days in a 365-day period must apply for eligibility.

Personal Care Attendants: High Valley Transit will provide ADA complementary paratransit service for a personal care attendant (PCA) traveling with the eligible rider. The need to travel with a PCA will be determined by the applicant, and noted as part of the eligibility determination process. It is important to note that the PCA may not directly be needed for transportation, but may be needed at the individual's trip destination (for example, to assist with grocery shopping) and thus need for a PCA will not be limited to those individuals who require assistance in traveling. An individual who is certified as needing a PCA cannot be denied service if they chose to travel without a PCA, and may not be required to travel with the same PCA for every trip.

Service Characteristics and Operating Policies: ADA complementary paratransit is comparable to High Valley Transit's fixed route system (excluding commuter bus routes), based on the following service characteristics and operating policies.

Geographic Service Area: ADA complementary paratransit is provided within a three-quarter mile radius corridor surrounding each fixed route, plus relatively small areas enclosed by fixed routes.

Days and Hours of Service: ADA complementary paratransit is provided within the same days and hours as the fixed route services.

Fares: High Valley Transit is a fare-free system.

If the ADA complementary paratransit-eligible individual travels with a PCA, the PCA will not be charged a fare for ADA complementary paratransit.

Trip Purpose: ADA complementary paratransit is provided for trips of any purpose; no priorities are placed on specific types of trips.

Trip Scheduling and Response Time: Reservations are accepted for ADA complementary paratransit trip reservations on a next-day basis, until 5 PM on the day before service. Riders may schedule trips by calling the High Valley Transit office seven days a week between 6AM and midnight.

Service Capacity and Scheduling Flexibility: As required, High Valley Transit will provide adequate capacity to meet all demand for eligible ADA complementary paratransit trips. In some cases it may be necessary to negotiate trip times with the rider; however, in no case will any trip be scheduled more than one hour before or after the rider's desired time (that is, a trip requested for 11:00 a.m. may be scheduled as early as 10:00 a.m. or as late as 12:00 noon).

In order to meet the ADA requirement for ensuring adequate capacity, High Valley Transit will monitor the following indicators of capacity to ensure that no patterns or practices of capacity constraints are found:

- **On-time performance** – High Valley Transit measures on-time performance according to vehicles that arrive within a promised 30 minute “window” of time. A vehicle that arrives within this “window” is considered on-time. High Valley Transit will try to ensure that all trips are on-time but because of the realities of operating conditions (e.g., poor weather, road construction), not all trips will be on-time. Should on-time performance fall below 90 percent, actions will be taken to address and improve trip timeliness.
- **Trip denials and missed trips** –High Valley Transit plans to meet all requests for ADA complementary paratransit service based on expected demand and to avoid any trip denials or missed trips. There may be insignificant numbers of trips denied due to unforeseen conditions. There may also be an insignificant number of missed trips, defined as a trip where the vehicle arrives late and the rider either is no longer there or declines the trip due to lateness, because of the realities of operating conditions. Trip denials and missed trips will be monitored to ensure capacity is adequate.
- **Trips with excessive lengths** –High Valley Transit monitors travel times on ADA complementary paratransit to ensure comparability to the same or comparable trip if taken on fixed route.

Subscription Trips: As permitted by the ADA regulations), High Valley Transit may provide a portion of its ADA complementary paratransit trips on a subscription basis (also called standing orders). Unlike other ADA complementary paratransit trips, trip priorities and waiting lists for

subscription service may be established. If High Valley Transit does not have capacity constraints, there are no restrictions on the percentage of trips that will be provided as subscription trips. Subscription service may not absorb more than 50 percent of the available trips at any time of the service day, unless there remain trips available for non-subscription riders.

Companions: An ADA complementary paratransit rider is permitted to travel with at least one companion (and more than one on a space-available basis). Companion passengers pay the same fare as ADA riders. The eligible ADA rider shall reserve space for the companion(s) when the rider reserves the ride. Any companions traveling with the eligible individual must share the same trip origin and destination as the eligible individual. The companion is in addition to any PCA with which the rider may travel.

Origin-to-Destination Service and Passenger Assistance: ADA complementary paratransit services will be provided on a curb-to-curb basis. High Valley Transit drivers will assist ADA complementary paratransit riders with boarding and disembarking from vehicles and in securing their mobility devices. All drivers who operate ADA complementary paratransit services will be proficiently trained in passenger assistance and sensitivity towards individuals with disabilities.

Riders will be required to travel to the curb outside of their trip origin in time for their scheduled pick-up. Riders who require additional assistance in the form of door-to-door service in order to use the ADA complementary paratransit may request a modification of this policy by contacting the ADA coordinator at 435-336-3113. In such case, the driver will provide assistance on a door-to-door basis. This ensures that High Valley Transit meets the ADA requirement to provide service on an “origin to destination” basis. While limited assistance in guiding a passenger from their door to the curb may be provided on a case-by-case base, this must be prearranged and indicated when the trip is scheduled.

The staff of High Valley Transit will not lift a passenger, leave a vehicle unattended or out of visual observation for a lengthy period of time, enter a rider’s home, care for service animals, operate a power wheelchair, provide personal care attendant (PCA) service, or take actions that would be clearly unsafe. If more extensive assistance is needed by the individual than High Valley Transit can provide as a provider of public transportation, the individual will be responsible for arranging personal assistance. Staff of High Valley Transit will work with the individual and/or the rider’s caregiver/social worker to clarify parameters of the assistance provided by the driver and formally document this in a letter sent to the individual.

No Show Policy: If no shows become a problem for ADA complementary paratransit riders, High Valley Transit will establish an ADA no-show policy with input from the disability community. A no-show policy allows a transit system to discipline riders who establish a pattern or practice of missing scheduled trips, which can have a negative effect on paratransit performance.