

Humboldt Transit Authority
Governing Board of Directors
AGENDA
Regular Meeting – June 19, 2013
HTA Conference Room - 133 V Street Eureka
9:00 a.m.

- I. Call meeting to Order
- II. Roll Call & Introductions
- III. Conference with Labor Negotiators
 - i. Public Comment
 - ii. 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, AFL-CIO
 - iii. The Board will Reconvene in Open Session

- IV. Approval of minutes
 - a. Minutes from the May 15, 2013 special board meeting
 - b. Minutes from the May 15, 2013 regular board meeting
**Action Recommended: Make corrections, if necessary.
Approve minutes from the May 15, 2013 special and regular board meetings.**

Page 01

- V. Citizens Communications
Members of the community are invited to comment on items or issues not on the agenda

- VI. Consent Calendar
Recommended Action: By motion, recommend the approval of the following items considered to be routine and enacted on one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.

- a. HTA Communication Site – New Cingular Wireless PCS, LLC.
Because of changes to the contract, an amendment to the lease agreement between Humboldt Transit Authority and Cingular Wireless is needed.
~ A summary of the changes is attached
Action Recommended: Approve Amendment Number Six to Lease between Humboldt Transit Authority and New Cingular Wireless PCS, LLC.

Page 04

- b. Amendment to Agreement for Operation of Bus Transit System in the Southern Humboldt Area. Page 18
An amendment is needed for HTA to change reporting operations data to the County of Humboldt from monthly to biannually.
Action Recommended: Approve the Amendment to Agreement for Operation of Bus Transit System in the Southern Humboldt Area.

- c. Agreement for Operation of Bus Transit System in the Willow Creek Area Page 21
This agreement is between the County of Humboldt and Humboldt Transit Authority for the operation of bus service between Arcata and Willow Creek.
Action Recommended: Approve Agreement for Operation of Bus Transit System in the Willow Creek Area.

VII. Items Removed from the Consent Calendar

VIII. Action Items

- a. Preliminary budget for Humboldt Transit Authority fiscal year 2013/14 Page 35
Staff has prepared a preliminary budget to operate the Redwood Transit System, Willow Creek Extension, Southern Humboldt Systems and to contract with the Cities of Eureka and Arcata for maintenance and transit services for the period between July 1, 2013 and June 30, 2014. The Finance and Operations Committee reviewed the budget during their meeting of May 8, 2013.
~Preliminary budget enclosed
Action Recommended: Review the proposed budget, make changes if necessary. Direct staff to prepare and publish a public notice in the local newspaper notifying the public that a preliminary operating budget for HTA has been adopted and is available for review and comment.

- b. April 2013 statements for all systems operated by HTA ~Enclosed
April 2013 statistics for all systems operated by HTA
Action Recommended: Receive, review, and file

IX. Communications

- a. Board
b. Staff

X. Adjournment

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

SPECIAL BOARD MEETING

May 15, 2013

ROLL CALL

PRESENT

ABSENT

Board Members

Rex Bohn, Humboldt County
Dean Glaser, City of Fortuna
Julie Fulkerson, City of Trinidad
Michael Winkler, City of Arcata
Mark Lovelace, Humboldt County (Alt)

Estelle Fennell, Humboldt County
Julie Woodall, City of Rio Dell
Linda Atkins, City of Eureka

Staff

Greg Pratt, General Manager
Brenda Fregoso, Secretary to the Board
Karen Wilson, Manager of Operations
Barbara Zoellner, Administration and Finance Manager

Jim Wilson, Equipment and Facilities Manager

CALL TO ORDER

Vice Chairperson Winkler called the meeting to order at 8:35 a.m.

Pursuant to Government Code Section 54957.6 the board went into closed session to meet with Agency designated representative Jack Hughes via phone conference.

The board reconvened in open session at 9:20 a.m.

Vice Chairperson Winkler stated that there was nothing to report from the closed session.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

REGULAR BOARD MEETING

May 15, 2013

ROLL CALL

PRESENT

ABSENT

Board Members

Rex Bohn, Humboldt County

Estelle Fennell, Humboldt County

Dean Glaser, City of Fortuna

Julie Woodall, City of Rio Dell

Julie Fulkerson, City of Trinidad

Linda Atkins, City of Eureka

Michael Winkler, City of Arcata

Mark Lovelace, Humboldt County (Alt)

Staff

Greg Pratt, General Manager

Jim Wilson, Equipment and Facilities Manager

Brenda Fregoso, Secretary to the Board

Karen Wilson, Manager of Operations

Barbara Zoellner, Administration and Finance Manager

CALL TO ORDER

Vice Chairperson Winkler called the regular board meeting to order at 9:20 a.m.

INTRODUCTIONS

None

Humboldt Transit Authority's legal counsel Nancy Diamond was present.

General Manager Greg Pratt gave the board a special presentation on the Passenger Information Systems.

MINUTES

Motion by Councilmember Fulkerson, second by Supervisor Bohn to approve the minutes from the April 17, 2013 regular board meeting.

Motion carried unanimously

CITIZENS COMMUNICATIONS

None

ACTION ITEMS

- a. Year to date financial statements for all systems operated by HTA
Year to date ridership statistics for all systems operated by HTA

Administration and Finance Manager Barbara Zoellner gave the board a handout of the YTD financials and ridership statistics and gave a report for the month of March 2013 and YTD.

b. Redwood Transit System Update

General Manager Greg Pratt gave the board an update on the progress being made with schedule changes to the Redwood Transit System.

COMMUNICATIONS

Board:

Councilmember Fulkerson announced that she has been working on an idea she has had for several years; advertising for bus service for people while on vacation. She has put together a few posters advertising that for a low fare people can go on a day tours and go from Southern Humboldt to Trinidad and visit museums, beaches and rivers. This information has been presented to our ad agency.

Supervisor Lovelace announced that he has some HSU Interns on a project to explore the possibility of an express bus from Eureka to SFO (San Francisco Airport). A report will be forthcoming as there is not enough information today.

Staff:

General Manager Greg Pratt announced that HTA has lost the maintenance contract with Humboldt Fire; however, he is speaking with the Humboldt County Office of Education to provide maintenance for their eleven school buses.

Meeting adjourned at 10:05 a.m.

Humboldt Transit Authority Communication Site

AT&T

133 V. Street, Eureka, CA 95501

AP# 002-091-010

Proposed 6th Amendment Summary

Lessor: Humboldt Transit Authority

Lessee: New Cingular Wireless PCS (AT&T) successor in interest to Edge Wireless

Initial Lease Commencement: December 1, 2000

Proposed Initial Term: 20 years *(replaces 10 years)*

Proposed Initial Lease Termination: November 30, 2020 *(replaces November 30, 2010)*

Proposed Lease Options: (2) additional five year terms *(replaces (1) additional five year term)*

Notice to Exercise Option(s): Automatic renewal *(replaces 90-day notice requirement)*

Proposed Monthly Rent Increase: \$1,345.00

Annual Rent Revision: Increases 3% on the first day of December each and every year of the Lease during the initial term and any extensions. *(replaces annual 4% increase)*

Proposed & Existing Equipment:

Existing Equipment as per the 5th Amendment		Proposed Equipment and Existing Equipment as per the Proposed 6th Amendment	
1.	(3) Powerwave 7762 panel antennas @ 100'	1.	(2) Kathrein 800-10765K panel antennas @ 101'
2.	(3) Powerwave 7762 panel antennas @ 95'	2.	(8) 1/2" coax cables from 90' to 101'
3.	(12) 1-1/4" cables	3.	(4) Kathrein 860-10147 RET's w/ (1) 1/4" control cable @ 101'
4.	(12) 1-5/8" cables	4.	(1) Powerwave P45-16-XLH-RR panel antenna @ 100'
5.	(12) Powerwave 8110.10 RET's	5.	(4) 1/2" coax cables from 90' to 100'
6.	(12) 1/4" control cables	6.	(2) Powerwave 8510.4 RET's @ 100'
7.	(3) Ericsson KRY 112.89/4 TMA's	7.	(6) Ericsson RRUS-11's @ 90'
8.	(6) Ericsson KRY 112.71-2 TMA's	8.	(1) Raycap Surge Suppressor @ 90'
9.	(1) 2' microwave antenna w/ (1) 1/2" cable @ 50'	9.	(1) 2-1/2" innerduct for fiber/DC power up to 90'
10.	(1) 4' microwave dish w/ (1) 1/2" cable @ 37'	10.	(3) Powerwave 7762 panel antennas @ 95'
		11.	(12) 1-1/4" coax cables
		12.	(6) Powerwave 8110.10 RET's w/ (6) 1/4" control cables @ 95'
		13.	(3) Ericsson KRY 112 71/2 TMA's @ 95'
		14.	(6) Ericsson KRY 112 71/2 TMA's @ 95'
		15.	(3) Powerwave 7762 panel antennas @ 80'
		16.	(12) 1-5/8" coax cables
		17.	(6) Powerwave 8110.10 RET's w/ (6) 1/4" control cables @ 80'
		18.	(1) 2-foot microwave planar antenna w/ (1) 1/2" cable @ 50'
		19.	(1) 4-foot microwave dish w/ (1) 1/2" cable @ 37'

New Proposed Equipment in Bold

Action Recommended: Approve Amendment Number Six to Lease between Humboldt Transit Authority and New Cingular Wireless PCS, LLC.

Market: Reno/Sacramento
Cell Site Number: CNU0923
Cell Site Name: Eureka, HTA
Fixed Asset Number: 10130073
Address: 133 V Strcct, Eureka, CA 95501

AMENDMENT NUMBER SIX TO LEASE

THIS SIXTH AMENDMENT TO LEASE ("Sixth Amendment") is entered into on this _____ day of _____, 2013, between Humboldt Transit Authority, a joint powers public agency located in Humboldt County, California ("Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to Edge Wireless, LLC, ("Lessee"), with respect to the following facts:

- A. Lessor and Lessee entered into a certain Lease dated December 1, 2000, concerning the lease of a portion of the real property commonly known as 133 V Street, Eureka, Humboldt County, California (the "Lease").
- B. Lessor and Lessee have entered into a certain Amendment Number One to Lease to be effective February 1, 2002.
- C. Lessor and Lessee have entered into a certain Second Amendment to Lease to be effective April 1, 2003.
- D. Lessor and Lessee have entered into a certain Amendment Number Three to Lease to be effective June 1, 2005.
- E. Lessor and Lessee have entered into a certain Amendment Number Four to Lease to be effective October 1, 2009.
- F. Lessor and Lessee have entered into a certain Amendment Number Five to Lease to be effective November 11, 2010.
- G. Lessor and Lessee now wish to enter into an Amendment Number Six to Lease.

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. That portion of ARTICLE I. PREMISES, Section 1.01, entitled, "Equipment to be placed on the tower:" is hereby deleted in its entirety and replaced to read as follows:

Equipment to be placed on the Tower:

1. Occupy attachment locations upon the Tower for two (2) Kathrein 800-10765K panel antennas mounted at a centerline height of one hundred one (101) feet, AGL on the Tower with eight (8) 1/2" coax cables running from the RRUS-11's mounted at ninety (90) feet centerline and four (4) Kathrein 860-10147 RET's with one (1) 1/4"

control cable; mounted at a centerline height of one hundred one (101) feet, AGL on the Tower. One (1) Powerwave P45-16-XLH-RR LTE panel antenna mounted at a centerline height of one hundred (100) feet, AGL on the Tower with four (4) 1/2" coax cables running from the RRUS-11's mounted at ninety (90) feet centerline and two (2) Powerwave 8510.4 RET's, mounted at a centerline height of one hundred (100) feet, AGL on the Tower. Three (3) Powerwave 7762 panel antennas with twelve (12) 1-1/4" coax cables, six (6) Powerwave 8110.10 RET's with six (6) 1/4" control cables, three (3) Ericsson KRY 112 89/4 DTMA's and six (6) Ericsson KRY 112 71/2 TMA's; all mounted at a centerline height of ninety-five (95) feet, AGL on the Tower. Six (6) Ericsson RRUS-11's, one (1) Raycap DC6-48-60-18-8F Surge Suppressor and one (1) 2-1/2" innerduct for fiber/DC power - containing six (6) DC power lines and one (1) stranded fiber cable; all mounted up to a centerline height of ninety (90) feet, AGL on the Tower. Three (3) Powerwave 7762 panel antennas with twelve (12) 1-5/8" coax cables, six (6) Powerwave 8110.10 RET's with six (6) 1/4" control cables, mounted at a centerline height of eighty (80) feet, AGL on the Tower; as described on Exhibit C and Exhibit D.

One (1) two (2) foot microwave planar antenna mounted at a centerline height of fifty (50) feet, AGL on the N leg of the Tower with one (1) 1/2" coax cable. One (1) four (4) foot microwave dish, with radome, mounted at a centerline height of thirty-seven (37) feet, AGL on the N leg of the Tower with one (1) 1/2" coax cable; as described on Exhibit C and Exhibit D. If the planar and or microwave dish are removed, no reduction in rent will be due the Lessee during the term or any extension of the Lease. Lessor does not guarantee that space will be available or that the Tower will be capable of supporting equipment currently described in this amendment and not placed on the tower or the planar or microwave dish if they are removed at any time during the term or any extension of the Lease. All of Lessee's Equipment and mounting methods shall be subject to approval by Lessor. Any additional or substitution of equipment to be installed upon the Tower by Lessee shall require an amendment to the Lease.

2. That portion of ARTICLE III. TERM, Section 3.01, is hereby deleted in its entirety and replaced to read as follows:

Section 3.01. The initial term of this Lease shall commence on December 1, 2000 (the "Commencement Date") and shall expire upon the elapse of twenty (20) years, at the conclusion of the day preceding the twentieth anniversary of the Commencement Date. Thereafter, provided that Lessee has faithfully performed its obligations under this Lease, Lessee shall have the option, to extend its occupation of the Leased Space, continuing all the same conditions and provisions hereof, for up to two (2) additional terms of five (5) years each. This Lease shall automatically renew unless Lessee notifies Lessor in writing of Lessee's intention that such renewal will not occur at least sixty (60) days prior to the commencement of such renewal term.

3. That portion of ARTICLE IV. RENT, Section 4.01, is hereby deleted in its entirety and replaced to read as follows:

Section 4.01. Beginning on April 1, 2013, which Lessor agrees to accept as rental and which Lessee agrees to pay as rental, is the basic rent of Five Thousand Six Hundred Sixty Dollars and Fifty Cents (\$5,660.50) per month ("Basic Rent"), which is payable monthly, in

advance, on or before the first day of each month during the term of the Lease, with rent subject annually to adjust as set out in paragraph 4.02.

4. That portion of ARTICLE IV. RENT, Section 4.02. is hereby deleted in its entirety and replaced to read as follows:

Section 4.02. Lessee agrees to pay to Lessor as rent for the Leased Premises, the initial Basic Rent during the initial term of this Lease and extensions thereof, provided however, on December 1, 2013, and on the first day of December each and every year of the Lease during the initial term and any extensions, the monthly rent shall be increased by three (3) percent of the previous year's monthly rent.

If this Lease terminates on a date that is not the last day of the month, the Basic Rent shall be prorated on a monthly basis (based on a 30 day month) for the fractional part of the month in which the Lease terminates.

5. Exhibit C is hereby deleted in its entirety and replaced to read as shown on the attached Exhibit C.
6. Exhibit D is hereby added to read as shown on the attached Exhibit D.
7. Lessee hereby asserts and confirms that the equipment on the Tower and in the Building is as described in the Lease, as amended. Lessee's Equipment installation shall comply with the recommendations contained in the most recent Wireless Structures Consulting, PC. Structural Analysis dated December 12, 2012.
8. No addition, modification or substitution of equipment may be installed on the Tower, in or adjacent to the Communication Room or within the Building without a further amendment to the Lease.
9. The Lease, as amended, sets forth the entire agreement between Lessor and Lessee relating to the subject matter hereof. Neither party relies on any representation or warranty, express or implied, not expressly set forth therein. Except as specifically amended or reiterated above, all terms and conditions of the initial Lease and Amendments One, Two, Three, Four and Five shall remain in full force and effect.

ALL OF THE TERMS AND CONIDITIONS OF THIS SIXTH AMENDMENT ARE HEREBY FULLY AGREED TO BY THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Sixth Amendment to Lease to be executed by their respective duly authorized representatives as of the day and year first above written.

Lessor:

Humboldt Transit Authority,
a joint powers public agency

By: _____
Name: Linda Atkins
Title: Board Chair
Dated: _____

Lessee:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Title: _____
Dated: _____

Exhibit C - Tower Space
Exhibit D - Approved Construction Drawings

Exhibit C is hereby deleted in its entirety and replaced to read as follows:

Exhibit C

TOWER SPACE

See attached Sheet A-5 Elevations of the Approved Construction Drawings.

Exhibit D is hereby added to read as follows:

Exhibit D

APPROVED CONSTRUCTION DRAWINGS

This page is reserved to attach the approved 100% Construction Drawings, prepared by Streamline Engineering and Design, Inc., dated December 18, 2012, stamped by Registered Professional Engineer, James R. Spore; pages T-1, A-1 through A-6.

PROJECT GENERAL NOTES

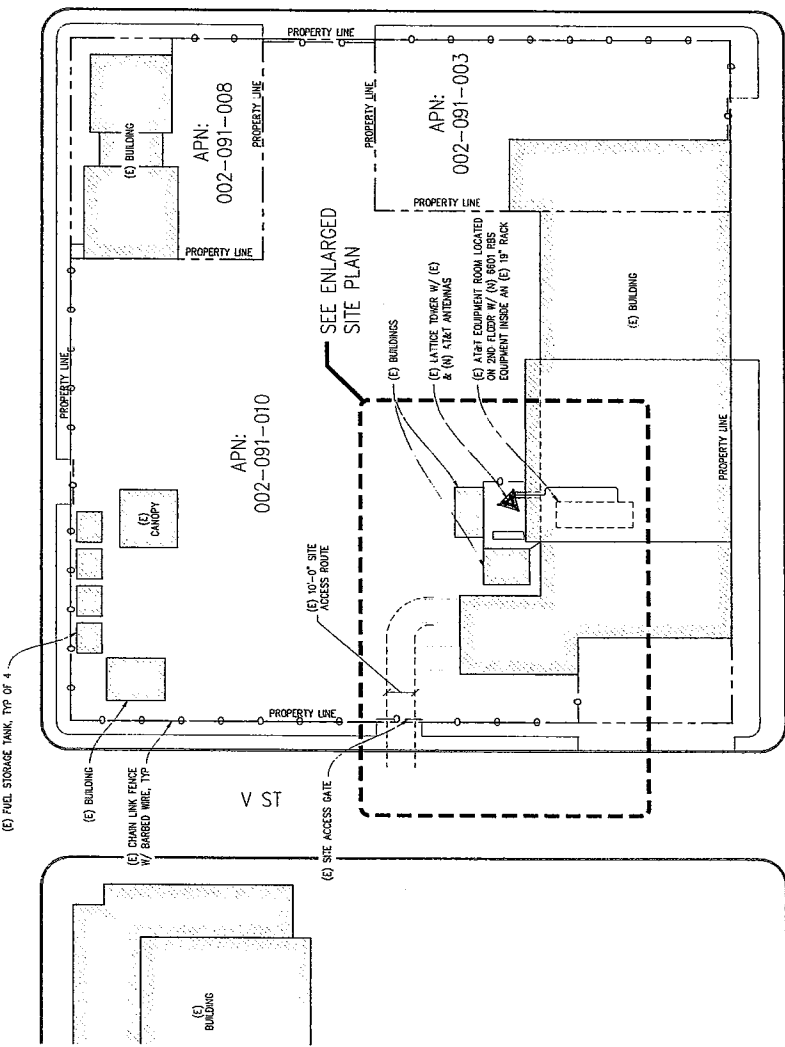
1. THIS FACILITY IS AN UNOCCUPIED WIRELESS TELECOMMUNICATION FACILITY.
2. PLANS ARE NOT TO BE SEALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE.
3. THE SCOPE OF WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
4. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE AWARE OF ALL EXISTING CONDITIONS AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES AND PROCEDURES WITH CONSTRUCTION ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PAY FOR PERMIT FEES, AND TO OBTAIN SAID PERMITS AND TO COORDINATE INSPECTIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND TO COORDINATE WITH THE CITY OF EUREKA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS AND LABOR ORDERS OF ANY CITY OR COUNTY WITHIN THE CITY OF EUREKA.
7. CALL BEFORE YOU DIG. CONTRACTOR IS REQUIRED TO CALL 811 (NATIONWIDE "CALL BEFORE YOU DIG" HOTLINE) AT LEAST 72 HOURS BEFORE DIGGING.
8. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND TO COORDINATE WITH THE CITY OF EUREKA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS AND LABOR ORDERS OF ANY CITY OR COUNTY WITHIN THE CITY OF EUREKA.
9. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST SKILLS AND CARE AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND EQUIPMENT. MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES CONTRACTOR SHALL ALSO COORDINATE ALL PORTIONS OF THE WORK UNDER THE CONTRACT, INCLUDING CONTACT AND COORDINATION WITH THE CONSTRUCTION MANAGER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
10. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, DRAINAGE SURFACES, ETC. AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER.
11. KEEP GENERAL AREA CLEAN, HAZARDOUS WASTE, AND DISPOSAL OF ALL DIRT, DEBRIS AND RUBBISH. CONTRACTOR SHALL MAINTAIN ALL AREAS IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SURGES OF ANY NATURE.
12. ALL EXISTING MANHOLE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE WORK, SHALL BE PROTECTED AND REPAIRED. CONTRACTOR SHALL BE RESPONSIBLE FOR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
13. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND ALL OTHER UTILITIES WHICH ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES.
14. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. WORK MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE REQUIRED AS PART OF THE WORK.
15. THE CONTRACTOR SHALL PROVIDE A TOILET FACILITY DURING ALL PHASES OF CONSTRUCTION.
16. SUFFICIENT MONUMENTATION WAS NOT RECOVERED TO ESTABLISH THE POSITION OF THE BOUNDARY LINES SHOWN HEREIN. THE BOUNDARY REPRESENTED ON THIS MAP IS BASED ON THE LOCATION OF THE SUBJECT PROPERTY TO SHIFT FROM THE PLACEMENT SHOWN HEREON WITH ADDITIONAL FIELD WORK AND RESEARCH. THEREFORE, ANY SPATIAL REFERENCE MADE OR SHOWN BETWEEN THE BOUNDARY LINES OF THE BOUNDARY LINES SHOWN HEREON AND EXISTING GROUND SHALL BE SUBJECT TO VERIFICATION BY RESOLVING THE POSITION OF THE BOUNDARY LINES.
17. THE CONTRACTOR TO VERIFY THE LATEST/CURRENT "R" DESIGN.
18. WHERE APPLICABLE, CONTRACTOR SHALL PROVIDE SEPARATE PLANS, SPECIFICATIONS, FEES AND PERMITS FOR ANY REVISION TO ANY FIRE SPRINKLER AND/OR ALARM SYSTEM ON THE PREMISES AS MAY BE NEEDED TO COMPLETE THE WORK DEPICTED HEREIN, USING A C-10 LICENSED SUBCONTRACTOR FOR ALL SUCH WORK.

1ST ST

W ST

V ST

2ND ST



SITE PLAN
1"=20'-0"



NOTICE

EXISTING TOWER TO BE ANALYZED BY OTHERS. STREAMLINE ENGINEERING & DESIGN, INC. IS NOT RESPONSIBLE FOR THE DESIGN OF THE EXISTING TOWER OR FOUNDATION FOR THE EXISTING AND NEW LOADING CONDITIONS.

CA270-
EUREKA
HTA
CNU0923/CCL00923
EUREKA, CA 95501

ISSUE STATUS	DATE	REVISION BY
1	10/19/12	CO. BOB L.C.C.
2	11/02/12	CO. BOB L.C.C.
3	12/18/12	CLIENT REV. L.C.C.
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Streamline Engineering
and Design Inc.
6445 Shasta College Blvd, Suite E Grants Bay, CA 95746
E-Mail: info@streamlineeng.com Fax: 916-652-1941
863-1000
REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA
No. 37877
EXPIRES 12/31/2014

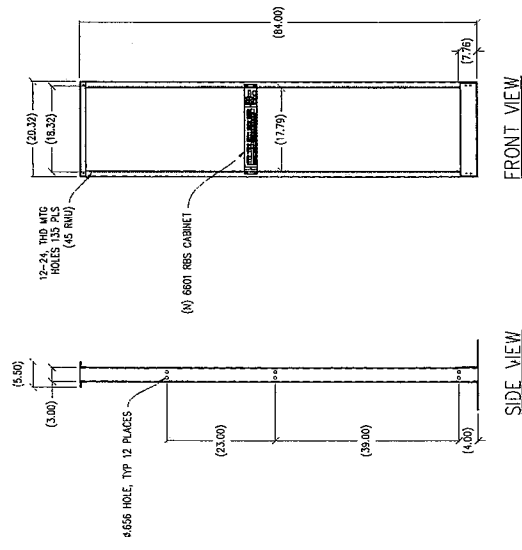
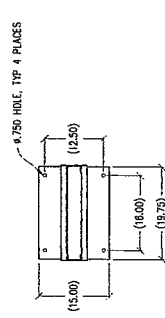
4430 ROSEWOOD DR BLDG 3, 6TH FLOOR
PLEASANTON, CA 94688

at&t

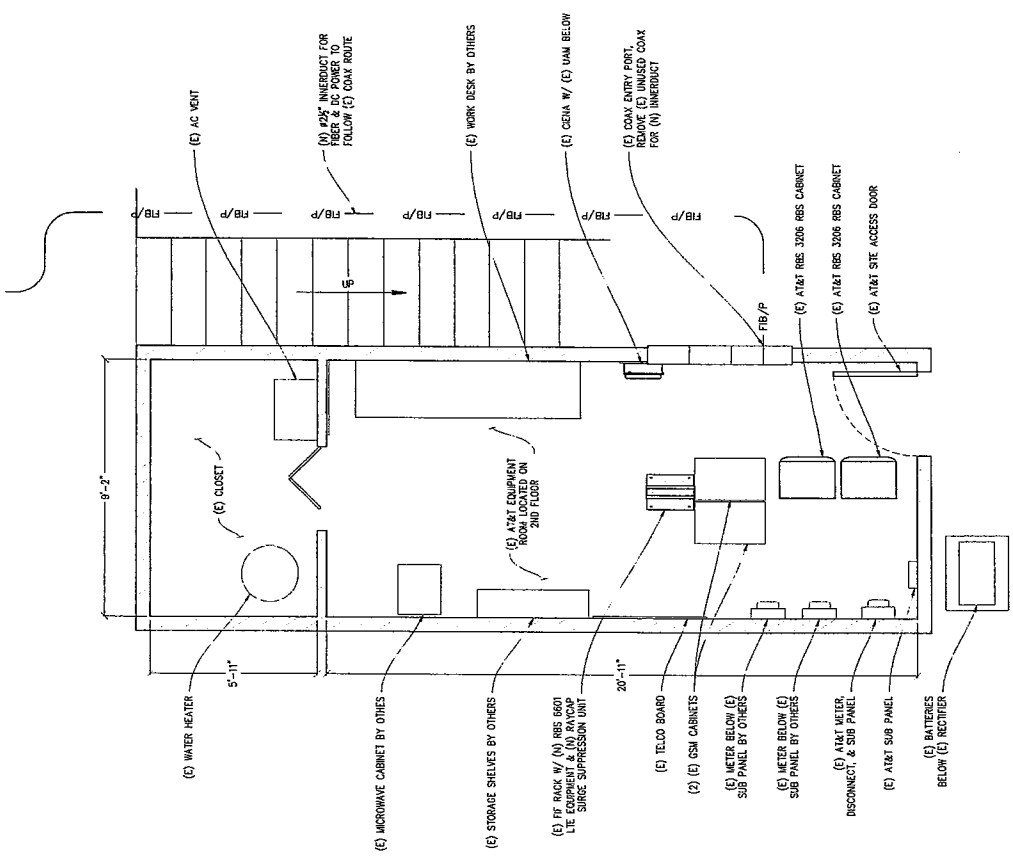
SHEET TITLE: SITE PLAN
SHEET NUMBER: A-1

CONSTRUCTION NOTES

- EXISTING BUILDING CONSTRUCTION CONDITIONS INDICATED ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS IN THE DRAWINGS, NOTIFY ENGINEER OF RECORD FOR RESOLUTION PRIOR TO PROCEEDING. CONTRACTOR SHALL EXPLORE AND REVIEW EXISTING CONDITIONS IN A TIMELY MANNER SUCH THAT ALTERNATE DESIGNS OR DETAILS, IF REQUIRED MAY BE GENERATED WITHOUT DELAY TO THE PROJECT.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL NOT ALTER, DAMAGE OR REMOVE ANY PART OF THE EXISTING STRUCTURE UNLESS SPECIFICALLY NOTED ON THE DRAWINGS. ANY ALTERATION, REPAIRS, OR REMOVALS SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER OF RECORD PRIOR TO PROCEEDING WITH THE WORK.
- THE INTENT OF THESE DRAWINGS IS THAT THE WORK OF THE ADDITION, ALTERATION, REHABILITATION, OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH THE 2006 IBC. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NONCOMPLYING CONSTRUCTION BE DISCOVERED, WHICH IS NOT NOTED ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS IN THE DRAWINGS, NOTIFY ENGINEER OF RECORD FOR RESOLUTION PRIOR TO PROCEEDING WITH THE WORK.
- ALL WORK AND MATERIALS SHOWN ARE NEW UNLESS INDICATED AS EXISTING (E).
- ALL WORK AND MATERIALS SHOWN ARE NEW UNLESS INDICATED AS EXISTING (E).
- ALL WEATHER PROOFING, INCLUDING BUT NOT LIMITED TO TOOTH COULMING, 2-PLASING OR ANY OTHER MATERIAL THAT MAY BE ALTERED OR REMOVED DURING CONSTRUCTION SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH THE WORK.
- ANY PROPOSED SUBSTITUTIONS FOR STRUCTURAL MEMBERS, HARDWARE, JOINT TYPES, OR DETAILING UNMARKED IN THESE DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ORDERING MATERIALS. SUCH REVIEW SHALL BE BILLED ON A TIME AND MATERIALS BASIS TO THE CONTRACTOR WITH NO GUARANTEE THAT THE SUBSTITUTION WILL BE ALLOWED.



19" RACK DETAIL



EQUIPMENT PLAN



NOTE: (N) AT&T EQUIPMENT CONNECTED TO (E) DC POWER

CA270-EUREKA HTA
 CNU0923/CCL00923
 EUREKA, CA 95501

ISSUE	DATE	DESCRIPTION	BY
1	08/29/12	CD 30% C.C.	J. GRAY
2	11/07/12	CD 100% G.C.	J. SPARE
3	12/18/12	CLIENT REV. G.C.	J. SPARE

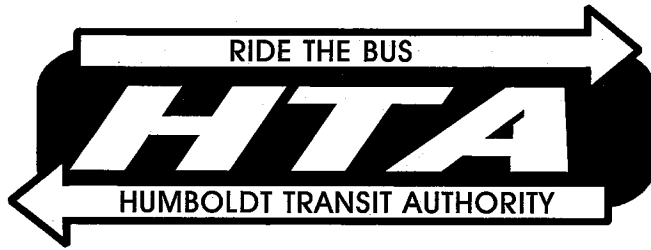
DRAWN BY: C. CODY
 CHECKED BY: J. GRAY
 APPROVED BY: J. SPARE
 DATE: 12/18/12

Streamline Engineering
 6455 Central Expressway Blvd, Suite E, Eureka Bay, CA 95745
 Contact: Keith Swisher Phone: 916-451-1920
 E-Mail: kswisher@streamlineeng.com Fax: 916-550-1941

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 NO. 49877
 STATE OF CALIFORNIA

at&t
 4430 ROSSWOOD DR BLDG 3, 5TH FLOOR
 PLEASANTON, CA 94588

SHEET TITLE:
 EQUIPMENT PLAN & DETAIL
 SHEET NUMBER:
 A-3



*A Public Entity Serving
Humboldt County Since 1976*

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

(707) 443-0826

TO: Linda Atkins, Chair
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 19, 2013

SUBJECT: Amendment to Agreement for Operation of Bus Transit System in the
Southern Humboldt Area

An amendment to the contract is needed at the request of the County of Humboldt that HTA report their operation data for the Southern Humboldt Transit Systems every six (6) months rather than monthly.

The two systems are the Local Deviated Fixed Route that services Benbow to Miranda and the Intercity that services Benbow to Eureka. Both of these have been in operation since January 1, 2010.

Action Recommended: Review, discuss, make changes if necessary, approve Amendment to Agreement for Operation of Bus Transit System in the Southern Humboldt Area.

**AMENDMENT TO AGREEMENT FOR OPERATION OF
BUS TRANSIT SYSTEM IN THE SOUTHERN HUMBOLDT AREA**

This is an amendment to the Agreement entered into on June 26, 2012 by and between the County of Humboldt (hereinafter called "County"), and Humboldt Transit Authority (hereinafter called "Contractor"). The effective date of this Amendment is July 1, 2013.

WITNESSETH:

WHEREAS, County and Contractor have entered into an Agreement for the operation of the County's Southern Humboldt bus transit system; and

WHEREAS, Contractor has extended the bus route further to the south to include Benbow effective November 9, 2012; and

WHEREAS, COUNTY and CONTRACTOR have agreed to amend Section 9 of the existing Agreement to delete the requirement to submit on a monthly basis its Operations Data and incorporate it into the six-month and annual reports.

NOW, THEREFORE, IT IS AGREED as follows:

1. Section 9 of the Agreement is deleted in its entirety and amended to read as follows:
 9. Operations Data: CONTRACTOR shall establish, maintain, and submit to the COUNTY a record for each bus transit system route which shall contain the following information:
 - a. Fare Revenue for each route (to be tabulated on a daily basis);
 - b. Total Ridership by route, day, trip, number, and fare category, including transfers;
 - c. Vehicle Revenue Service Hours by route, day, and vehicle;
 - d. Vehicle Revenue Service Miles by route, day, and vehicle;
 - e. Service Breaks Summary of breakdowns, road calls, missed trips, and delays over thirty (30) minutes, by trip number;
 - f. Complaints, Compliments, Service Requests Refused;
 - g. Vehicle and Passenger Accidents;
 - h. Vault Count Summary by route, day, and vault number;
 - i. Other Data in addition to the aforementioned records, CONTRACTOR shall provide such other data which is reasonable necessary for COUNTY to evaluate service efficiency and effectiveness of COUNTY's bus transit system.

CONTRACTOR shall submit the required information in a six-month report by March 31 and annual report by September 30 of each year to the COUNTY that also includes a statement of revenue and expenses (actual vs. budgeted), balance sheet, analysis of change in retained earnings, statement of sources and application of funds.

2. Except as modified herein, the June 26, 2012 Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this amendment and the original Agreement, the provisions of this amendment shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date set forth above.

COUNTY OF HUMBOLDT:

HUMBOLDT TRANSIT AUTHORITY

Chairman, Board of Supervisors

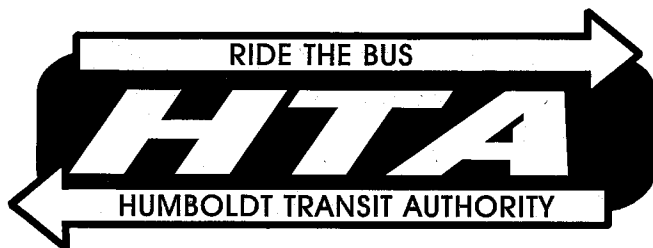
Chair, HTA Governing Board

APPROVED AS TO FORM:

BY: _____
Deputy County Counsel

Risk Manager

ATTEST: _____
HTA Secretary



*A Public Entity Serving
Humboldt County Since 1976*

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

(707) 443-0826

TO: Linda Atkins, Chair
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: June 19, 2013

SUBJECT: Agreement for Operation of Bus Transit System in the Willow Creek Area

The agreement includes compensation to Humboldt Transit Authority for the operation of bus service between Arcata and Willow Creek.

Since July 2001 HTA has been operating bus service between Willow Creek and Arcata with seven trips per day connecting with RTS, AMRTS, KT-Net, and Trinity Transit. The system continues to be successful and has kept its farebox return above the 10% minimum.

The term of the agreement is three years commencing July 1, 2013 and ending June 30, 2016.

Action Recommended: Review, discuss, make changes if necessary, approve Agreement for Operation of Bus Transit System in the Willow Creek Area.

**AGREEMENT FOR OPERATION OF BUS TRANSIT SYSTEM IN THE
WILLOW CREEK AREA**

THIS AGREEMENT, made in Eureka, California, this ____ day of _____, 20___, by and between the COUNTY of Humboldt, a political subdivision of the State of California, (hereinafter called "COUNTY"), and Humboldt Transit Authority, a joint powers public entity of the State of California, (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR desires and has the capacity to administer and manage the operation of the COUNTY's Willow Creek transit system; and

WHEREAS, COUNTY desires to provide useful and economical bus service to its residents; and

WHEREAS, the operation of said bus transit system shall be controlled by COUNTY in that policies under which said system functions and operates shall be those either established or approved by COUNTY; and

WHEREAS, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and CONTRACTOR.

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

1. Operation and Management: CONTRACTOR is hereby engaged by COUNTY to manage the operation of COUNTY's Willow Creek transit system. Said management shall include, but not be limited to the following:
 - a. Providing sufficient numbers of qualified personnel.
 - b. Providing necessary vehicle maintenance, equipment, office, and garage space and employee facilities.
 - c. Maintenance of all COUNTY-owned transit vehicles.
 - d. Meeting of all federal, state and local laws, ordinances, and requirements including but not limited to all necessary licenses and permits for such transit services.
 - e. Preparation of annual budget for items not covered under contract, i.e., anticipated engine/transmission overhauls or repairs, for COUNTY review and approval.

2. Term of Agreement: The term of this Agreement shall be for three years commencing July 1, 2013, and ending June 30, 2016.

Notwithstanding the foregoing, COUNTY shall not be obligated for payments hereunder for any future fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY'S budget for the fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds for this Agreement were appropriated. COUNTY shall notify CONTRACTOR, in writing, of such non-appropriation at the

earliest possible date. However, any term herein which by its nature extends beyond the end or termination of this Agreement, remains in effect until fulfilled (including, without limitation, unfulfilled payment obligations, and outstanding liabilities).

3. Routes and Fares: CONTRACTOR agrees that for the term of this Agreement, it will supply public bus transportation over routes and schedules of service and times which will best meet the needs of the COUNTY of Humboldt's residents in accordance with Exhibit 1 attached hereto. Fares, routes, service, schedules and transfer privileges that do not result in substantial changes, as described in Section 15 of this Agreement, shall be determined by the CONTRACTOR. CONTRACTOR shall obtain authorization from COUNTY should CONTRACTOR desire to make substantial changes to fares, routes, services, schedules, and transfer privileges.

4. Personnel: CONTRACTOR shall at all times provide sufficient personnel to render the public bus transportation services as provided for herein. CONTRACTOR shall hire, supervise, and discharge all personnel involved in the operation of said bus transit system.

CONTRACTOR shall make all reasonable efforts to insure that bus operators are thoroughly qualified in the operation of transit vehicles, present a neat appearance and conduct themselves in a courteous, efficient manner. CONTRACTOR shall compensate all personnel, and shall pay all state, federal and local employment taxes and any benefits or other compensation due said personnel by virtue of their employment. It is expressly understood that the relationship between COUNTY and CONTRACTOR shall be that of independent CONTRACTOR and that the relationship of employer and employee shall exist only between CONTRACTOR and said personnel.

Except for COUNTY employees designated by the COUNTY Administrative Officer, only CONTRACTOR's employees shall be allowed to operate bus transit system vehicles unless CONTRACTOR and COUNTY shall in advance consent to operation of a vehicle by a third party.

All bus operators shall have a valid Class B vehicle operator's license issued by the State of California, and shall meet all applicable local, state and federal requirements for operation of transit vehicles. CONTRACTOR shall, at CONTRACTOR's expense, maintain Worker's Compensation insurance to cover all personnel during their employment by CONTRACTOR.

5. Business Office: CONTRACTOR shall maintain a local office and listed telephone under the name Humboldt Transit Authority. The office shall remain open 8:00 a.m. to 4:30 p.m. (closed for lunch between 12:00 p.m. and 1:00 p.m.), Monday through Friday, except holidays. Office and facilities shall be located within the City limits of Eureka.

6. Vehicles: COUNTY shall, at COUNTY's expense, provide a minimum of two (2) transit vehicles for the operation of the fixed route service. All transit vehicles shall be equipped to conform to all applicable laws, rules, and regulations, and the cost of any alterations or modifications that may be necessitated by a change in any law, rule, or regulation shall be assumed by the COUNTY.

COUNTY owned vehicles shall be used only on routes covered by this Agreement, and for no purpose other than transporting passengers on said routes unless otherwise authorized by the COUNTY Administrative Officer or designee.

7. Maintenance: CONTRACTOR shall service and maintain all COUNTY owned vehicles used in the operation of the bus transit system and shall at all times keep the vehicles in a neat and clean condition. Said equipment shall be maintained in accordance with the maintenance specifications as specified by the manufacturer and to the satisfaction of the California Highway Patrol. CONTRACTOR shall provide for, and bear the cost of, periodic lubrication of the buses, cleaning the exterior and interior of the vehicles, providing fuel, tires, oil, and other maintenance not otherwise specifically provided for herein. In addition, CONTRACTOR shall be required to perform the following:

Keep such maintenance records as deemed appropriate by COUNTY. Such records shall include records of all maintenance and checks performed on vehicles, listed according to date, mileage, and engine hours. CONTRACTOR shall maintain records showing total maintenance costs, labor time, operating costs, and periods of out of service for each vehicle.

8. Repairs of COUNTY-owned Vehicles: Repairs to COUNTY-owned vehicles necessitated by collision with fixed or non-fixed objects will be borne by CONTRACTOR; provided, however, that if such repair costs over \$500.00, CONTRACTOR will pay the first \$500.00, and COUNTY will pay the portion over \$500.00. Repairs necessitated by causes other than collision and costing over \$250.00 per occurrence will be paid as follows:

CONTRACTOR will pay the first \$250.00, and the COUNTY will pay the cost of repairs in excess of \$250.00. CONTRACTOR will pay the full cost of such repairs as are caused by faulty maintenance by CONTRACTOR. All repairs in excess of \$1500.00 necessitated by any cause shall be approved by COUNTY before being made. Repairs covered under this section include, but are not limited to, collision, and those non-scheduled repairs which are not part of a regular maintenance schedule as described in Section 7.

Repair costs borne by the COUNTY are included in the Compensation amount as specified in Section 25 of this agreement. CONTRACTOR is not entitled to any payments for repairs exceeding those amounts.

9. Operations Data: CONTRACTOR shall establish, maintain, and submit to the COUNTY a record for each bus transit system route which shall contain the following information:

- a. Fare Revenue for each route (to be tabulated on a daily basis);
- b. Total Ridership by route, day, trip, number, and fare category, including transfers;
- c. Vehicle Revenue Service Hours by route, day, and vehicle;
- d. Vehicle Revenue Service Miles by route, day, and vehicle;
- e. Service Breaks Summary of breakdowns, road calls, missed trips, and delays over thirty (30) minutes, by trip number;
- f. Complaints, Compliments, Service Requests Refused;

- g. Vehicle and Passenger Accidents;
- h. Vault Count Summary by route, day, and vault number;
- i. Other Data in addition to the aforementioned records, CONTRACTOR shall provide such other data which is reasonable necessary for COUNTY to evaluate service efficiency and effectiveness of COUNTY's bus transit system.

CONTRACTOR shall submit the information required by this section in a six-month report by March 31 and annual report by September 30 of each year to the COUNTY that also includes a statement of revenue and expenses (actual vs. budgeted), balance sheet, analysis of change in retained earnings, statement of sources and application of funds.

10. Bus Stops: COUNTY shall install bus stops and shelters as COUNTY shall deem necessary for the operation of the fixed route service on all routes. Stops shall be marked by painted curbs, signs, or other means of identification as COUNTY shall determine. All such identifications stops shall be adequate length to permit vehicles to stop parallel to the curb. Once installed COUNTY shall be responsible for cleaning of all bus shelters; COUNTY shall be responsible for repairs resulting from vandalism or accidents which are not the fault of the CONTRACTOR.

11. Records, Accounts, Data: CONTRACTOR shall keep and maintain accurate records and accounts of all receipts and expenditures, evidence of indebtedness and credit, and transactions relating to its administration and management of COUNTY's bus transit system. CONTRACTOR shall make available to COUNTY for inspection at COUNTY's demand, all such records and accounts. CONTRACTOR shall provide an independent audit by a certified public accountant annually.

COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the COUNTY or as part of any audit of the COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

12. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY rules and ordinances related to services provided under this Agreement. CONTRACTOR shall maintain records for a period of at least 5 (five) years after receipt of final payment under this Agreement. If any litigation, Claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 5 (five) year period, then CONTRACTOR shall retain said records until such action is resolved.

13. Control of Vehicles: CONTRACTOR's drivers shall have exclusive control of COUNTY's vehicle while in operation of any regularly established route or for other purposes authorized by COUNTY. The drivers may, in their discretion, refuse transportation to any disorderly person or to any person who fails to abide by the rules and regulations of COUNTY, or who, while riding on said vehicle, violates any local, state, or federal law.

COUNTY shall have the right to use COUNTY owned transit vehicles for excursion and charter purposes provided such dose not conflict with operation of the transit system. COUNTY shall notify CONTRACTOR not less than twenty four (24) hours prior to notice of its intent to use COUNTY-owned transit vehicles for excursion, charter, of designated public relations purposes.

14. Inability to Perform: The parties hereto shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, other acts of God, explosion, strike, war, insurrection, riot, acts of government, and/or any other causes similar to the foregoing which are beyond the control of, and not the fault of the party Claiming excuse of performance hereunder, provided, however, the party Claiming excuse of performance hereunder shall, within five (5) days after such party has noticed of such cause or causes, present to the other party written notice of the facts constituting such cause and Claiming excuse of performance under this paragraph.

In the event CONTRACTOR is excused from the performing its obligations hereunder for any of the aforesaid reasons, COUNTY may, at COUNTY's absolute discretion, perform all such obligations itself without liability to CONTRACTOR therefore. Further, and notwithstanding the provisions of Paragraphs 27 and 28, in the event CONTRACTOR be excused from performing its obligations hereunder for any of the aforesaid reasons, COUNTY shall have the option to terminate this Agreement at any time during such a period of non performance by giving the CONTRACTOR written notice thereof not less than seven (7) days prior to the effective date of such termination, which effective date shall be set forth in said notice.

15. Responsibility for Services Changes: The COUNTY reserves the right to make changes to the Willow Creek transit system policies including but not limited to fares, routes, and schedules, without a renegotiation of the rates except as specified below.

Excepting emergency situations, said changes shall be by written notice from the COUNTY to the CONTRACTOR. CONTRACTOR shall make changes as requested within fifteen (15) days of receipt of notice. The COUNTY, however, will endeavor to provide CONTRACTOR with at least thirty (30) days notice.

Any proposed change in the service level shall be deemed a "substantial change" if such results in any one or more of the following conditions:

- a. An increase of ten percent (10%) or more in total revenue vehicle service hours system-wide, as computed from the Basic Service Level;
- b. A decrease of twenty percent (20%) or more in total revenue vehicle service hours system wide, as computed from the Basic Service Level;
- c. A change in the number of buses CONTRACTOR is required to operate and maintain as a result of service changes;
- d. The addition or deletion of an entire route.
- e. After the initial adjustments made to a new route during the first six (6) months of operation, the cumulative total of non-substantial changes over a period of time which results in a service level of either fifteen percent (15%) above or fifteen percent (15%) below the established basic service level.

CONTRACTOR shall be given no less than fifteen (15) days written notice of the intent to order such substantial changes, and shall have an opportunity to be heard prior to the adoption of such order. Such order shall not be effective sooner than thirty (30) days from the date of adoption, unless mutually agreed otherwise in writing by both parties.

Any substantial change to the service level, as defined above, shall cause the amount of compensation provided for in Section 25 of this Agreement to be adjusted to compensate for any increase or decrease in the cost to CONTRACTOR through a written amendment approved by the Board of Supervisors.

16. Non-Discrimination: CONTRACTOR shall not discriminate in any activity pursuant to this Agreement on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.

17. Conflict of Interest: CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this Agreement.

18. Entire Agreement: This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties. CONTRACTOR shall be entitled to no other benefits other than those specified herein. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

19. No Assignment of Subcontracting: Neither this Agreement or any portion shall be assigned or subcontracted out by CONTRACTOR without prior written consent of COUNTY.

20. No Waiver of Default:

- A. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

21. Interpretation: This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted

by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

22. Governing Law and Venue: This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.

23. Advertising: COUNTY shall have the exclusive right to the place advertising on the exterior and interior of COUNTY's buses. COUNTY shall be entitled to all revenue derived from the aforementioned advertising. At the request of COUNTY, CONTRACTOR shall install advertising on, or remove such advertising from COUNTY's buses.

24. Accounting for Fares: CONTRACTOR will remove locked cash vaults from the Willow Creek buses on a daily basis and count and record the contents of each vault. The fares collected in said vaults will be credited to the Willow Creek transit system on a monthly basis. A vault report will be sent to the COUNTY and will contain the following information for each operating day of each month: route, cash fares collected, ticket sales, pass sales, as well as any other type of fare collected. Such reports will be made available to the COUNTY by the fifteenth (15th) day of each month or upon request by COUNTY.

25. Compensation: Compensation shall be paid to CONTRACTOR by COUNTY, pursuant to the Transportation Development Act (TDA) funding procedures. County's obligation to provide funding is contingent upon execution of the TDA Agreement, and receipt by County of sufficient TDA funds. Total annual compensation shall not exceed the amount specified below:

- a. For the period of July 1, 2013 – June 30, 2014 COUNTY will pay CONTRACTOR for the performance of the service set forth in this Agreement \$244,611.
- b. For the period of July 1, 2014 – June 30, 2015 COUNTY will pay CONTRACTOR for the performance of the services set forth in this Agreement \$251,949
- c. For the period of July 1, 2015 – June 30, 2016 COUNTY will pay CONTRACTOR for the performance of the service set forth in this Agreement \$259,508.

Any carryover from the previous year's Willow Creek operation will be rolled over to assist with operating expenses for the following year. Any carryover from the Willow Creek operation at the end of the contract term will be returned to the COUNTY once that number has been confirmed by the annual performance audit. Unanticipated increases in the cost of operating Willow Creek transit system will be compensated only after action by the Board of Supervisors.

Should the Board of Supervisors not approve of additional compensation to CONTRACTOR for an increase in costs over the amount of the Agreement, CONTRACTOR shall have the option of terminating this Agreement as provided by Section 26. Following notice of termination CONTRACTOR shall continue operation of

bus transit system until COUNTY finds a replacement CONTRACTOR, provided COUNTY agrees to compensate CONTRACTOR for addition costs in the interim.

26. Termination for Cause: All of the terms and conditions of this Agreement are considered material and in the event either party defaults in the performance of any of the covenants of agreements to be kept, done or performed by it under the terms of this Agreement, and written notice by mail or by personal service of said default is given to the other party within ten (10) calendar days of the date of default setting forth the nature of the default, and that party fails, neglects or refuses for a period of thirty (30) calendar days thereafter to remedy said default, then the other party without further notice and without suit or other proceedings may cancel this Agreement. In the event of the termination of this Agreement by breach of default by CONTRACTOR as hereinabove specified, or any of the provisions of this Agreement, COUNTY shall have the right forthwith to take possession of all COUNTY-owned transit vehicles, equipment and supplies. In the event of any major breach of the maintenance requirements set forth in Section 7 herein and upon refusal of CONTRACTOR to remedy said breach after ten (10) calendar days written notice thereof, COUNTY reserves the right to remedy the maintenance deficiencies and charge CONTRACTOR the cost of said remedy. It being further provided, however that in the event that any notice provided for in this paragraph is given to CONTRACTOR for an alleged breach of agreement and CONTRACTOR believes that it has remedied such breach but such remedy has been questioned by COUNTY, then in such event, the issue as to whether a violation of said Agreement has occurred or the breach of Agreement has been remedied shall be first discussed between the parties and a resolution of the disputed attempted.

Any failure of CONTRACTOR to perform its obligations under this Agreement caused by earthquakes, fire, flood, strikes, or riots beyond the control of the CONTRACTOR shall not be deemed a default under the provisions of this section.

27. Termination Without Cause: The parties hereto at any time shall have the option to terminate this Agreement without cause by giving not less than 180 days written notice thereof to the other party. In the even of termination hereunder, further respective obligations of the parties hereto shall cease as of the effective date of termination.

28. Bankruptcy, Receivership or Insolvency: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR, or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of this Agreement by CONTRACTOR and shall at the option of COUNTY terminate this Agreement and the license and privileges granted therein. CONTRACTOR shall be responsible to immediately notify COUNTY is any of these events occur.

29. Insurance: This Agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt COUNTY Boards of Supervisors.

Without limiting CONTRACTOR's indemnification provided here, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a

current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents employees or subcontractors:

- a. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$2,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be \$4,000,000. Said policy shall contain, or be endorsed with, the following provisions:
 - i. The COUNTY, its officers, employees and agents are covered as additional insured for liability arising out of the operations performed by of on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, agents, and employees.
 - ii. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by mail.
 - iii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 - iv. For Claims related to this project, the CONTRACTOR's insurance is primary coverage to the COUNTY, and any insurance of self insurance programs maintained by the COUNTY are excess to CONTRACTOR's insurance and will not be called upon to contribute with it.
 - v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.
- b. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by mail.
- c. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

d. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY shall notify CONTRACTOR in writing and CONTRACTOR shall have thirty (30) days from the date of written notification to cure such lapse to COUNTY's reasonable satisfaction. If CONTRACTOR does not cure such lapse, COUNTY may, in addition to other remedies under this Agreement, suspend or terminate this Agreement. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall with insurance carriers acceptable to COUNTY.

30. Defense and Indemnification.

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend and hold harmless COUNTY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement by CONTRACTOR, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

B. Exceptions. CONTRACTOR is not required to indemnify or defend INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the COUNTY.

C. Immediate Duty. CONTRACTOR'S duty to indemnify, defend and hold harmless the INDEMNITEES arises immediately at the time that any CLAIM is alleged against INDEMNITEES, whether or not such CLAIM includes allegations of negligence (active or passive) or willful misconduct by INDEMNITEES, and whether or not such CLAIM is groundless, false or fraudulent. Said duty continues until a court of competent jurisdiction determines with finality that the CLAIM did not arise out of, pertain to, or relate to the performance of this Agreement by CONTRACTOR, and/or its agents, officers, employees, subcontractors, or independent contractors, and/or that the CLAIM was entirely caused by the sole negligence, or willful misconduct of the COUNTY.

D. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR.

31. Return of Equipment upon Termination: Upon termination of this Agreement, CONTRACTOR shall return to COUNTY all vehicles, equipment and supplies owned by

COUNTY and used in the operation of the bus system. Such vehicles shall be in a good operating condition, reasonable and normal wear and depreciation accepted.

32. Independent Contractor: It is understood that CONTRACTOR is an independent contractor and not an agent or employee of COUNTY. COUNTY shall not exercise discretion or control over the professional manner in which CONTRACTOR'S performs work or services under this Agreement. The sole interest of COUNTY is to insure that the work or services are performed in a competent, efficient, and satisfactory manner. CONTRACTOR shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if CONTRACTOR were a COUNTY employee. COUNTY shall not be liable for deductions for any amount for any purpose from CONTRACTOR'S compensation. CONTRACTOR shall not be eligible for coverage under COUNTY'S workers' compensation insurance plan nor shall CONTRACTOR be eligible for any other COUNTY benefit.

33. Source of Funds: The COUNTY shall compensate the CONTRACTOR with monies from the COUNTY'S Transit Fund, and no other COUNTY funds shall be used to fund this Agreement.

34. CONTRACTOR'S Failure to Perform Scheduled Service Runs:

- a. CONTRACTOR agrees that strict adherence to the fixed route schedule of operations in rendering the public service is of primary importance. In the event that vehicle service hours are not provided by the CONTRACTOR, no payment will be made for any vehicle service hours not performed. If a nonconformance to a schedule is determined by the COUNTY to have been caused by special circumstances, the above provision may be waived by COUNTY at its option.
- b. The continued failure of the CONTRACTOR to adhere to the schedule of operations shall constitute a breach of the Agreement which shall be grounds for termination of the Agreement.

35. Promotion: Promotion of the Willow Creek transit system and printing of tickets, schedules, and brochures shall be at the expense of the COUNTY. The expense of printing of tickets, schedules and brochures is included in the contract amount of this agreement.

35. Overhead Allocation: CONTRACTOR will adjust overhead allocation rates charged to COUNTY based on the addition or deletion of services provided or administered by CONTRACTOR for other entities.

Overhead allocation rates are included in the Compensation amount as specified in Section 25 of this Agreement.

36. Grant Applications: CONTRACTOR shall prepare all state and federal applications for grant funds for capital procurement and operating assistance for COUNTY'S bus system. COUNTY shall provide necessary COUNTY Board resolutions authorizing such grant applications and shall publish all public notices required for the submission of such grant applications. COUNTY shall also provide any information or data which CONTRACTOR does not have access to as required for the submission of

such grant applications. COUNTY shall designate an authorized agent to execute such grant agreements, state, and/or federal contracts.

37. Representative on Committees: CONTRACTOR shall act as a representative for the COUNTY on the following committees: HCAOG Technical Advisory Committee; Social Services Technical Advisory Committee; Services Coordination Committee.

38. Transportation Development Plan: Every five years, beginning in 2016, CONTRACTOR shall secure grant funding and thereafter solicit consulting services, be sending out Request for Proposals to qualified consulting firms, for the preparation of a Transportation Development Plan for the Willow Creek transit system.

39. Nuclear Free Zone Clause: CONTRACTOR certifies by its signatures below that none of them is a Nuclear Weapons Contractor, in that none is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt COUNTY Ordinance. Each agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminated this Agreement if it determines that the foregoing certification is false or if any party becomes a Nuclear Weapons Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above set forth.

DATED: _____

COUNTY OF HUMBOLDT:

HUMBOLDT TRANSIT AUTHORITY

Chairman, Board of Supervisors

Chair, HTA Governing Board

APPROVED AS TO FORM:

BY:

Deputy County Counsel

Risk Manager

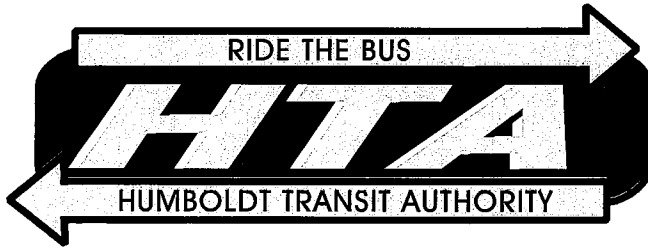
ATTEST: _____
HTA Secretary

Exhibit 1

WILLOW CREEK TRANSIT SYSTEM

A. INTERCITY BUS

1. The service area for the Willow Creek transit system is between Arcata and Willow Creek with several bus stops in Arcata and one bus stop in Willow Creek.
2. The bus will operate on a regular schedule from Monday to Friday and a reduced schedule on Saturday.
3. Cash Fares:
 - 3.1 Regular: \$4.00
 - 3.2 Reduced: \$3.50
4. Transit Pass Fares:
 - 4.1 Regular \$2.75
 - 4.2 Reduced: \$2.25
 - 4.3 \$10 Transit Pass
 - 4.4 \$20 Transit Pass
5. Unlimited Rides Day Pass
 - 5.1 Day Pass \$7.00
6. Unlimited Rides Month Pass
 - 6.1 Regular \$75.00
 - 6.2 Reduced \$70.00



*A Public Entity Serving
Humboldt County Since 1976*

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

(707) 443-0826

To: Linda Atkins, Chairperson
All Governing Board Members

From: Barbara Zoellner, Administration & Finance Manager

Date: June 19, 2013

Subject: Preliminary budget for Humboldt Transit Authority fiscal year 2013-2014

The following provides a summary of this year's budget estimates, contingencies and explanations:

1. Diesel fuel is budgeted at \$4.25 per gallon,
2. ETS Prop 1-B and STAF purchases made on behalf of the City of Eureka, and all associated reimbursements, will be monitored through a pass through account and not as direct operating costs to ETS,
3. Wage increases, at board approved limits, for all represented employees,
4. For the RTS, a 3% LTF assessment increase to all JPA members and the costs of Sunday service,
5. Contracted services provided for transit systems not operated by HTA (Arcata – McKinnlyville Dial-A-Ride & Dial-A-Lift [ADAR/DAL], Corridor Dial-A-Ride [C-DAR] and the Arcata-Mad River Transit System [AMRTS]) are monitored outside of the direct HTA budget.
6. ETS is a contracted system operated by HTA and is part of the direct HTA budget.
7. Service increases to RTS

Action Recommended: Review the proposed budget, make changes if necessary. Direct staff to prepare and publish a public notice in the local newspaper notifying the public that a preliminary operating budget for HTA has been adopted and is available for review and comment.

		Recom- mend RTS for 1213- 1214	Recom- mend ETS for 1213- 1214	Recom- mend WC for 1213- 1214	Recom- mend SHI for 1213- 1214	Recom- mend SHL for 1213- 1214	Admin/ HTA	Maint. Shop/ Facility	Total	(AMRTS)	ADAR	Corridor DAR
Administration												
6121	Accounting & Bookkeeping						9,000		9,000	0	0	0
600	Advertising Expense						10,000		10,000	0	0	0
602	Cost of Funds						3,885		3,885	0	0	0
6120	Legal Expenses						15,000		15,000	0	0	0
608	Mileage & Per Diem						16,325		16,325	0	0	0
607	Management & Consulting						2,000		2,000	0	1,000	0
610	Postage						1,934		1,934	0	0	0
605	Non-Vehicle Insurance						130,000		130,000	0	0	0
615	Specialized Services						0		0	0	147,294	25,000
Operations												
688.2	Uniforms - Drivers	7,500	1,600	600	200	500			10,400	0	0	0
660	GFI - Ticket Stock & equip	2,000	500	100	150	100	24,650		27,500	0	0	0
663	WFI/GPS/MV/Ride	5,000	1,300	1,000	1,800	1,000			10,100	0	0	0
661	Schedule Development						15,000		15,000	0	0	0
664	Vehicle Insurance	63,200	31,000	8,550	17,050	8,550			128,350	0	0	0
Maintenance												
620	Gen. Maintenance Supplies	7,000	5,000	1,100	2,000	500			15,600	697	0	0
635	Shop Tools	4,650	1,000	650	1,200	300			7,800	650	0	0
688.3	Safety Supplies & Gear	750	300	160	300	60			1,570	200	0	0
688.1	Uniforms - Shop	3,000	1,050	736	1,500	400			6,686	1,000	0	0
Vehicles												
650	Contract Maintenance	17,250	4,750	0	1,000	1,320			24,320	0	0	0
651	Contract Repairs	14,500	3,000	6,000	6,000	5,500			35,000	2,000	0	0
653	Fuel	545,876	185,966	59,109	110,521	27,082		25,000	953,554	85,074	0	0
614	Special Studies/Permits	1,500	650	250	500	250		1,500	4,650	150	0	0
654	Oil & Lubricants	11,500	4,600	980	1,000	1,080		3,000	22,160	1,200	0	0
655	Parts	58,810	38,666	10,000	14,000	16,500		10,000	147,976	6,291	0	0
656	Small Tool Allowance							5,000	5,000	500	0	0
657	Tires	42,500	24,000	10,000	10,000	5,264		7,000	98,764	1,500	0	0
Facilities												
601	Computer & Software Expenses							25,200	25,200	0	12,000	0
631	Rentals & Leases							5,760	5,760	0	0	0
633	Utilities							59,050	59,050	0	0	0
634	Facility M & R							63,974	63,974	0	0	0
Total Direct Expense												
		1,678,879	753,294	202,341	365,213	141,009	777,852	922,946	4,841,535	175,048	168,573	25,000
Revenues minus Direct Costs												
		931,787	186,881	130,321	110,505	16,652	615,669	760,475	1	0	0	0
minus Allocated Admin. & Maint. cost												
		931,787	186,880	130,321	110,504	16,651			1	0	0	0
NET Total												
		0	0	0	0	0			0	0	0	0
Admin. Allocation												
		67.71%	13.58%	9.47%	8.03%	1.21%	NOTES: ETS share of admin & maint costs are based on mileage. RTS, WC, SHI & SHL shares of admin & maint costs are based on hours of operation and weighted shares (days of operation) of maintenance labor.					
		416,869	83,608	58,304	49,438	7,450						
		514,917	103,272	72,017	61,066	9,202						
Maint Allocation												
		760,475	186,880	130,321	110,504	16,651						
		760,475	186,880	130,321	110,504	16,651						
Total Allocations by service												
		931,787	186,880	130,321	110,504	16,651						
Capital Funds												
		50,000	80,000	0	0	0	329,311	459,311	0	0	0	0
		50,000	80,000	0	0	0	332,000	462,000	0	0	0	0
		0	0	0	0	0	-2,689	-2,689	0	0	0	0

NOTES: AMRTS, AMC DAR and the corridor DAR are contracted and administered by HTA but are not a part of the HTA general budget. Shop and administration costs are part of contract overhead.

REVENUE			Recom- mend RTS for 1213- 1214	Recom- mend ETS for 1213- 1214	Recom- mend WC for 1213- 1214	Recom- mend SHI for 1213- 1214	Recom- mend SHL for 1213- 1214	Admin/ HTA	Maint. Shop/ Facility	Total	(AMRTS)	ADAR	Corridor DAR
Operating Revenue													
400.4	Contract Transportation		210,000	877,375	7,314			8,026	67,760	1,170,475	90,000	0	0
400.3	Fares		859,714		46,000	47,700	19,500			972,914	0	23,766	0
410.5	Insurance reimbursement			31,000						31,000	0	0	0
410.1	Advertising Revenue							14,400		14,400	0	0	0
400.7	Passes & ID Cards							356		356	0	0	0
400.6	Outside Service Revenue								19,711	19,711	85,048	0	0
410.8	Rent & Leases							83,751		83,751	0	0	0
400.10	Misc. Revenues									0	0	0	0
Non-operating Revenues													
414	LTF/JPA Member Assessment		1,422,180		197,651	316,139	137,061			2,073,031	0	132,807	0
411	Federal Operating				68,000	109,929				177,929	0	0	0
412	STAF - Operating		64,500	31,800	1,100	1,950	1,100	39,650	75,000	215,100	0	12,000	25,000
310	Unrestricted Net Assets		54,272		12,597					66,869	0	0	0
413	Interest Income							16,000		16,000	0	0	0
TOTAL REVENUE			2,610,666	940,175	332,662	475,718	157,661	162,163	162,471	4,841,536	175,048	168,573	25,000
EXPENSE													
PAYROLL, AND RELATED BENEFITS													
680	Labor							303,601		303,601	8,026	8,279	0
	Administration									453,781	60,217	0	0
	Maintenance									935,549	0	0	0
	Operations		535,543	233,811	47,774	95,442	22,978			6,742	0	0	0
680.1	Birthday		2,600	346	346	150	300	1,350	1,650	132,130	0	0	0
	Earned Leave		40,000	18,630	10,000	5,000	7,000	25,000	26,500	38,060	0	0	0
680.2	Holiday Time		27,060	3,500	3,500	1,500	2,500	1,000	4,750	16,950	0	0	0
	Overtime		5,000	3,000	1,500	600	1,100	1,000	8,307	49,478	0	0	0
670	Employment Taxes		18,485	10,000	2,000	3,500	1,500	5,686		3,050	0	0	0
675	Employee Relations/Bereavement		1,500	1,000	250	200	100	10,598	54,350	172,448	0	0	0
673	Worker's Compensation Insurance		45,500	36,000	7,500	15,000	3,500	72,000	100,400	479,227	7,543	0	0
690	Health & Welfare		123,716	86,000	19,611	52,000	25,500	27,552	13,293	124,001	0	0	0
6042.2	Health Insurance- Retirees		31,155	29,500	5,000	12,500	5,000	56,336	52,332	217,952	0	0	0
672	PERS Retirement		60,784	28,000	5,500	12,000	3,000	100	100	3,175	0	0	0
	Physicals/DMV / Background checks		2,500	125	125	100	125				0	0	0
General Operating Expenses													
General													
603	Dues & Subscriptions							4,000	2,000	6,000	0	0	0
604	General Operating Supplies							5,000		5,000	0	0	0
609	Office Supplies							10,000		10,000	0	0	0
611	Printing Expense							12,834		12,834	0	0	0
616	Training & Development							15,000		15,000	0	0	0