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FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)
MEETING AGENDA

Date: Thursday, May 31, 2018
TIME: 5:30 P.M, AFTER the Fresno Council of Governments (FCOG) Meeting
PLACE: FCOG/FCRTA Offices
Sequoia Conference Room
2035 Tulare Street, Suite 201
Fresno, CA 93726
(Corner of Tulare and Van Ness Ave. – above Club One
Park in Underground Garage – Entrance off Tulare & Van Ness Ave.
Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,
Up Elevator to Second Floor, Left to Sequoia Conference Room)

Americans with Disabilities Act (ADA) Accommodation

The Fresno COG/FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559) 233-4148 / (559) 233-6789 at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting/public hearing. If Fresno COG/FCRTA is unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available.

AB 23 Requirement: In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency , is \$50.00.

1. ROLL CALL

Public Presentation – This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

2. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION
Government Code Section 54956.9 (d) (2) (1 Case)

3. RETURN TO OPEN SESSION

4. CONSENT ITEMS

A. Approve Executive Minutes of April 26, 2018 (ATTACHMENT)

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY
The Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma & Fresno County

B. City of Dinuba Transit Agreement for FY 2018–2019 (APPROVE)

Summary: This is a regional public transit service agreement renewal with the City of Dinuba which mainly transports college students to Reedley Community College, the DMV, and shopping in the City of Reedley. This agreement is for \$51,000 and is effective from 7/01/18 to 6/30/19. The Dinuba agreement is available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorizes General Manager to execute agreement.

C. Kings Area Rural Transit Agreement for FY 2018-2019 (APPROVE)

Summary: This is a regional public transit service agreement renewal with the Kings Area Rural Transit for services from Kings County in Fresno County; Selma Kaiser, Downtown Fresno, Community Regional Center, Veteran's Hospital, Fresno Kaiser and Children's Hospital. Also added this year will be service to the Valley Children's Clinic in Fowler when it opens this Fall. This agreement is for \$60,000 and is effective 7/01/18 to 6/30/19. The KART agreement is available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorizes General Manager to execute agreement.

D. San Joaquin Valley Pollution Control District Agreement (APPROVE)

Summary: **Action:** FCRTA received a grant award allocation through the San Joaquin Valley Transit Electrification Project from CARB through SJVAPCD for five (5) Proterra EV buses and eight (8) EV chargers. The total project cost will be \$4,147,862, with a funding commitment by FCRTA of \$420,325 (cash match), \$502,987 (in-kind) and \$3,224,550 by CARB. The Air District would not exempt FCRTA from the hold harmless clause and/or mutual indemnification. The agreement with SJVAPCD, the funding source, is available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorizes General Manager to execute agreement

E. Safety and Security Service Agreements with the Cities of Mendota, Selma, Reedley and Fowler for FY 2018-2019 (APPROVE)

Summary: FCRTA is continuing the Safety and Security service for passengers and drivers with this collaborative partnership that has proven beneficial and continues to be very successful for the Police Departments of these cities and FCRTA. Our passenger incidents and 911 calls have decreased over the three (3) years since this program has been in place. Each contract has a \$5,000.00 annual payment for costs associated with providing this service of boarding buses when they are at transit stops and monitoring bus shelters. The safety and security agreements with the Cities of Mendota, Selma, Reedley and Fowler are available at the FCRTA website www.ruraltransit.org for your review.

Action: Staff recommends Board approval and authorizes General Manager to execute agreements for each City in the amount of \$5,000.00 for FY 2018-2019.

F. FCRTA Request for Proposals Update (INFORMATION)

Summary: FCRTA released a Request for Proposals (RFP) on April 10, 2018. The contracted services that went out to bid include Maintenance, Inter-City Fixed Routes and Intra-City Demand Response Services and could be contracted out as one or all three individually. Bidder's proposals were due on May 17, 2018 at five (5:00) p.m. We received five (5) proposals; three (3) from national companies on all services, the current subcontractor, and one (1) from a member agency, City of Selma, for the maintenance services only. Interviews for the selected bidders will be held June 7th, 2018. FCRTA is in the process of reviewing the proposals and will base the final decision on the "best value" proposal/proposals.

Action: Information only. The Board may provide additional direction at its discretion.

G. Regional Sustainable Infrastructure Planning Grant (INFORMATION)

Summary: Fresno Council of Governments (FCOG) released a call for project proposals for Cycle 1 (FY 2017-18) and Cycle 2 (FY 2018-2019) for the Regional Sustainable Infrastructure Planning Grant Program (RSIPG). The Board approved in March, FCRTA's application that included three (3) projects for \$155,278 total funding for Cycle 1 and two (2) projects in the amount of \$155,278 for Cycle 2. On April 30, 2018, the RSIPG scoring committee convened, reviewed the applications and made its recommendations. Based on their recommendation, FCRTA is being recommended \$160,556 for the two (2) project proposals for Cycle 2: 1) Study/Operational Plan for the Expansion of FCRTA Rural Transit Service; and 2) Study/Operational Plan for Regional Rural Transit Services (ATTACHMENT).

Action: Information only. The Board may provide additional direction at its discretion.

H. Consolidated Transportation Service Agency (CTSA) Operations Program & Budget (OPB) Fiscal Year 2018-2019 (INFORMATION)

Summary: The Consolidated Transportation Service Agency's (CTSA) Operation Program and Budget (OPB) fiscal year 2018-19 for the Fresno Rural CTSA is designed to provide an overview of how the Consolidated Transportation Service Agencies will be providing service over the next fiscal year. The Social Service Transportation Advisory Council (SSTAC) began review of the document on May 11, 2018. The OPB 45 day review process was initiated May 11, 2018 by TTC/PAC and is scheduled for public hearing and adoption at the June 28th, 2018, Fresno COG Policy Board Meeting. The Fresno Rural CTSA OPB is available at the Fresno COG website www.fresnocog.org for your reference.

Action: Information only. The Board may provide additional direction at its discretion

I. West Park Update (INFORMATION)

Summary: The West Park Transit route concluded on May 11, 2018. A thirty (30) day notification was issued to the West Park residents informing them of the route termination. The six (6) month demonstration period for the West Park Route ran from November 13th, 2017 to May 11th, 2018. The demonstration period of six (6) months did not meet the 10% farebox requirement of operating expenses to continue operation beyond the demonstration period. The data from the six (6) months of service for the West Park route have been collected and summarized for your information (ATTACHMENT).

Action: Information only. The Board may provide additional direction at its discretion.

J. Acquisition of Land in the City of Selma for Maintenance Facility (INFORMATION)

Summary: The Board approved in April, to designate the City of Selma as the preferred location for the FCRTA maintenance facility. Staff has pursued negotiations and planning/environmental efforts for the facility. A Phase 1 Environmental Site Assessment is advised by FCRTA's real estate legal counsel, Best, Best & Krieger (BBK). The Phase 1 Environmental Site Assessment will be conducted and by next month staff will return with the proposed land agreement for the 3.67 acres and the lease agreement for the Selma Fire Department training facility, located on 1.0 acre of the current site.

Action: Information only. The Board may provide additional direction at its discretion.

4. OTHER BUSINESS

A. Items from staff

B. Items from members

5. ADJOURNMENT



FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, April 26, 2018 at 7:30 PM before COG Policy Board Meeting
COG Sequoia Conference Room
2035 Tulare St., Suite 201, Fresno, CA 93721

Members Attending:

Mayor Nathan Vosburg, City of Coalinga
Mayor Felipe Perez, City of Firebaugh
Mayor David Cardenas, City of Fowler
Mayor Rey Leon, City of Huron
Mayor Pro Tem Gary Yep, City of Kerman
Mayor Michelle Roman, City of Kingsburg
Mayor Victor Lopez, City of Orange Cove
Councilmember Trinidad Pimentel, City of Parlier
Councilmember Robert Beck, City of Reedley
Mayor Pro Tem Eli Ontiveros, City of Sanger
Mayor Scott Robertson, City of Selma

Moses Stites, General Manager
Arthur Wille, County Counsel
Janelle Del Campo, Associate Transit Planner FCRTA
Jeaneen Cervantes, FCOG

Absent:

Supervisor Sal Quintero, Fresno County
Mayor Rolando Castro, City of Mendota
Mayor Pro Tem Amarpreet Dhaliwal, City of San Joaquin

QUORUM: At the start of the meeting there were 13 members present representing 100% of the population and there was a quorum to conduct business. (Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Orange Cove, Parlier, Reedley, Sanger, Selma)

1. ROLL CALL – Meeting called to order at 7:08 p.m.
Public Presentation – This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on the Agenda.

Introduction : Moses introduced the most recent FCRTA staff member to the board - Janelle Del Campo who reviews policy documents and helps prepare the budget. Please welcome her we are very fortunate to have this employee who has a strong academia background and she is going to be a tremendous asset to FCRTA.

Note: The public may also comment on any Agenda Item, as they are presented, prior to action by the FCRTA Board.

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY
The Cities of: Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma & Fresno County

2.

CONSENT ITEMS

- A. **Approve Executive Minutes of April 26, 2018 (Attachment)**
- B. **2018 ANNUAL CHP – MOTOR CARRIER DIVISION TERMINAL, VEHICLE AND DRIVER INSPECTION REPORT**
- C. **WEST PARK TRANSIT TERMINATION NOTICE**
- D. **FCRTA DRUG AND ALCOHOL POLICY ADDENDUM**

A motion was made by Mayor Victor Lopez (Orange Cove) and second by Mayor Pro Tem Gary Yep (Kerman). A vote was called and motion carried.

3.

ACTION ITEMS

A. **PROTERRA AGREEMENT**

You have in your packet an agreement for the procurement of the five (5) electric buses that are on order and will be coming in. This is funding from the California Air Resource Board in the fall of this year and they are being 90% reimbursed by these two agencies, State Air Resource Board and Local Air District. This is a formality of an agreement with the vendor and has provided us an agreement and we essentially had to vet through it extensively legal counsel was involved as well.

It was pretty much a boiler plate agreement with a lot of language from Federal Transit Administration (FTA) so we really had to do a lot of elimination of non-applicable federal and state language that was not applicable. We finally got it to where it was an acceptable agreement. It's before you and we're looking for a motion to approve this agreement.

A motion was made by Mayor Rey Leon (Huron) and second by Mayor Pro Tem Gary Yep (Kerman). A vote was called and motion carried.

B. **2018-19 FCRTA DRAFT BUDGET**

It's always a real pleasure to present this budget with carry over funding with capital reserves you do have a 45 day review period. I will briefly go over a few pages and just jot them down so you can go back and look at them more extensively with your staff or turn it over to your City Manager. It will be relative to your specific city and if you or your staff have any questions, please have them call me.

On Page 1 are the Service Enhancements and also the contractual services and continued on Page 2. This is an abbreviated version of all the projects we have programmed. Being the transit provider we do a lot more than transportation we also assist with infrastructure at all the municipal yards. It is very important that your staff looks at this as we want to continue to partner with each of your cities as we continue those long term relationships.

Page (4) is a recap of recommended service and tonight we will be putting City of Coalinga and the City of Orange Cove on the map. We're introducing two (2) new routes with the Coalinga Express coming in from Coalinga with 5 stops in addition to your existing system that has seventeen (17) stops as soon as the electric buses arrive we will start that service. This service as well as the other service will also be in the RFP that is currently out to bid.

The City of Orange Cove is the same thing, since we will be adding an Express route due to concerns/complaints that it takes 2-3 hours to get to Fresno. We will be implementing these services as I mentioned Coalinga and Orange Cove but keep in mind that they service those cities in between which are 5-6 stops instead of 15-17 stops.

In the following pages is a recap of services they are highlighted for type of services for your convenience. If you go to pages (12) and (13) this is where the \$11,000,000 budget is noted

the reason we have 28% this year is we have potential litigation based on accidents so we need to account for that and also depending on the Request for Proposals (RFP) and who the new vendor/sub-contractor will be we need to account for any cost or price increases subject to negotiations. Again, those are operating costs with \$8,000,000 in carry over for capital expenditures in the following year depending on how we fair at the end of this year.

Lastly, Page (62) is the Capital Reserve budget a lot of acronyms. They are all valid funding sources and provide us with funding that staff is working in applying for grant funding. The line items are for emergency radios, bus shelters, and maintenance yard surveillance cameras as a matter of fact we just completed San Joaquin and next will be the City of Kerman and then we will continue with all the other city yards. We have the 5 Proterra buses, 2 BYD buses and solar charging units programmed as well.

Another thing we can all be proud of is your approval for the maintenance and fuel yard which we will get on the next month's agenda, more importantly the funding is included. We will continue to apply for additional funding's because we continually get contacted based on our vision for electric vehicles and charging units and the implementation of new technology.

Mayor Vosburg (Coalinga) inquired about adding Coalinga to the electric airplane project and is this something we can include if that affects the draft budget or not. Moses replied he will be checking with connectivity on the charging units and/or updating the circuit boards at the airport depending on what they need because they require a 240 amp circuit depending on the condition of that circuitry so electric airplanes can charge directly. We're definitely going to look at that, and it's about \$2,500 to \$5,000 expenditure. We will definitely accommodate that thru our budget to make it a multi-modal site so there is a nexus between the airport and electric charging vehicles whether they are public transit, cars or aircraft. Mayor Vosburg also would like to keep in mind Huron to make sure they have access to this electric bus and other projects.

Councilmember Beck (Reedley) adding to what Mayor Vosburg (Coalinga) inquired they are in the process of building a six to eight passenger aircraft in Los Angeles. This will become a major project in this valley and it looks like it's going to move forward since we have a lot of unused small airports that are getting under use. This will be the kind of transportation that will move people quickly and rapidly.

Moses let Councilmember Beck (Reedley) know that he is contact with Joseph Odom and they are coordinating electric vehicle charging concepts wherever we can, especially in the rural incorporated communities.

Mayor Scott Robertson (Selma) inquired about how the RFP process is looking? Moses let the board know that FCRTA had extended it for two weeks. We had a pre-bid meeting and had eight national firms plus the current vendor show up. There is a lot of interest nationally and they're all experts in public transit and they bring a lot to the table. It's a matter of when we see their bid and keep in mind it's not going to be based on a low bid it's going to be "best value" bid so we're taking everything into account and part of the introduction for the pre-bid conference was three priorities Safety, Customer Service and Accountability. It's going to be based on those three criteria.

Mayor Scott Robertson (Selma) informed the board and Moses that Selma had a citizen that had a problem and made a complaint with the current vendor he had to wait for two hours for a ride. Moses informed the Board that they are dealing with complaints and that is the reason

why we are out to bid after 35 years it's the continual issues of the safety, customer service and accountability.

A motion was made by Mayor Vosburg (Coalinga) and second by Mayor Leon (Huron). A vote was called and motion carried.

C. **FCRTA MAINTENANCE FACILITY (DESIGNATE THE CITY OF SELMA AS PREFERRED LOCATION)**

We had three (3) letters of interest solicitation; Fowler, Selma and Kingsburg. After extensive review and looking at the property and the ownership, it is staff recommendation to go with the site location of Selma as they own the property. It would be a great location and proximity of Fowler and Kingsburg in the event we decide to add another CNG station fast fill and/or electric charging units. The three cities being along the Golden State corridor I think it's a prime opportunity for all of them to be interconnected one way or the other. Another part of this location is the fact that it is across the street from the Selma Unified School District Bus Barn as there may be some connectivity to do some business with Selma Unified. There are a lot of key factors that pointed to Selma location and it is 3.67 acres one of the acres has the fire department training facility and we're coming back to you next month with the actual price the transaction and about setting money aside to relocate the fire department facility when the time comes, however we will be able to purchase the 3.67 acres. Another factor is by having a permanent facility it will give us more opportunity for additional funding not just for this maintenance site but still maintain your individual city yards as they provide for us storage for buses so that we never have any down routes. The bidders that came in for the RFP were amazed at the 13 cities and the fact that there is no down time because a lot of the vehicles are stored in your city yards. We maintain those relationships so we install automated gates, security lighting, and cameras with each municipality.

Mayor Scott Robertson (Selma) is very thrilled to have Selma as the designated location for Maintenance.

A motion was made by Mayor Victor Lopez (Orange Cove) and second by Councilmember Trinidad Pimentel (Sanger). A vote was called and motion carried.

4. **OTHER BUSINESS**

A. **Items from Staff**

Moses apologized to Mayor Pro Tem Scott Robertson (Selma) for the passenger that was delayed for two hours; obviously those are on-going issues and also apologized to Mayor Michelle Roman (Kingsburg) for the complaints and concerns that are occurring with our sub-contractor (FEOC). I didn't speak to Mary Curlee but Janelle Del Campo did.

- Mayor Michelle Roman (Kingsburg) informed the board that after a year—she is still receiving complaints from seniors of not being picked up at a reasonable time and that they miss doctor's appointment. The senior/resident will call at 10:00 a.m for a ride and the dispatchers (FEOC) inform them to call back at 1:00 p.m., which is unacceptable.
- Mayor Michelle Roman (Kingsburg) inquired as to how was the RFP process coming along? Moses informed the board that we had extended the due date 2 more weeks to May 17, 2018. I'm hoping to bring it to the May Board meeting or the latest the June board meeting. We will be coming in with a recommendation after all the proposals are submitted based on their merits. We will be looking at **Safety**, **Customer Service** and **Accountability**.

If we don't look at these three items equitably with all the bidders we are dismissing our duties and we aren't providing your residents, our passengers a safe and efficient service.

Moses advised the board that it's a mindset, institutional setting and a culture and we can't break out of it and it's affecting a lot of aspects of the current operation by the current sub-contractor. Councilmember Robert Beck (Reedley) asked if the current sub-contractor was submitting a proposal. Moses response that they attended the pre-bid conference meeting. One thing that concerns me is a lot of people won't say a word they just go along; imagine how many people aren't saying anything. Mayor Roman (Kingsburg) said she spoke to a resident that let her know not to say anything because she was afraid of retaliation by the current operator. Moses let the board know that it should be noted that retaliation could fall under the Civil Rights Title VI Violation under the Federal Government because as a Transit Operator we're subject to that regulation. At any time one could do an investigation with regards to any potential civil rights violation.

Mayor Vosburg (Coalinga) commented, we discussed in the RFP that the contract is more robust this time and we include that the sub-contractor hold their own insurances. Moses said that is going to be one of the options in the line item of the RFP. We can transfer the liability to them. Moses also stated that it's going to be one of the negotiations point when the bids are received.

Moses further informed the board that we got approval on the funding from LCTOP for the electric vehicles. We will be purchasing them from Chevrolet dealerships in Reedley and Sanger, since previous purchases were made in Selma.

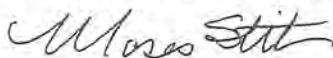
The application that we provided last month on the SB1 for the infrastructure planning grant, we are one of the two applicants with the FCOG. There is a strong possibility we may be getting some of the planning grant for mobility operations vehicle that are needed in cities since we lack Transit drivers. We don't have service and we are a public transit agency. We're moving in a new direction to address those gaps we got the funding for the infrastructure and now we are getting funding for planning grants.

5. **ADJOURNMENT**

Meeting adjourned at 7:38 p.m.

A motion was made by Mayor Rey Leon (Huron) and second by Mayor Víctor Lopez (Orange Cove). A vote was called and motion carried.

Respectfully Submitted,



Moses Stites
General Manager

2018-2019
AGREEMENT BETWEEN
THE CITY OF DINUBA
AND
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement made and entered into this 28th day of June 2018 by and between the City of Dinuba, hereinafter referred to as "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA". Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the updated 2014 Regional Transportation Plan for Fresno County, (adopted: June 26, 2014) recognized the potential provision of public transportation service between the City of Reedley in Fresno County and the City of Dinuba in Tulare County; and

WHEREAS, the Short Range Transit Plan (SRTP) for the Rural Fresno County Area: 2018-2022 was adopted by the Fresno Council of Governments (Fresno COG) on June 29, 2017 to serve as the Plan for potential service expansion opportunities as a result of the successful passage of Measure-C in November 2006; and

WHEREAS, Tulare County was also successful in their passage of Measure-R in November 2006; and

WHEREAS, the City of Dinuba has continued to express a desire to extend a portion of their Dinuba Transit services beyond the City of Dinuba to offer services from their community, the Dinuba Transit Center and Dinuba Vocational Center into Fresno County to the City of Reedley for the expressed purpose of seeking on-the-job training opportunities at the Adventist Medical Center – Reedley Hospital and the educational opportunities at Reedley College; Monday through Friday from 7:00am to 9:00pm; and

WHEREAS, the FCRTA is also interested in the reciprocal arrangements to facilitate ridership from residents of Eastern Fresno County Cities including: Reedley, Orange Cove, Parlier, and Sanger by way of Reedley Transit and Orange Cove Transit's inter-city services; and

WHEREAS, the total cost for said services has been calculated as One Hundred and Seventy Thousand Dollars (\$170,000.00), and the two Parties agree as herein provided that Contractor shall pay at least One Hundred and Nineteen Thousand Dollars of that total cost, and FCRTA shall pay up to a maximum amount of Fifty-One Thousand Dollars (\$51,000.00) of that total cost to the Contractor; and

WHEREAS, both Parties intend to utilize a portion of their respective local Measure-C and Measure-R Sales Tax revenues to implement this services expansion to determine its ongoing viability in meeting standard performance measures consistent with rules and regulations stipulated in the California Transportation Development Act of 1971, as amended.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, and intended to be legally bound thereby, the Parties do mutually agree as follows:

ARTICLE I. COST SHARING OF THE INTER-COUNTY TRANSIT SERVICE BETWEEN THE CITY OF DINUBA IN TULARE COUNTY AND THE CITY OF REEDLEY IN FRESNO COUNTY.

The FCRTA hereby engages the City of Dinuba (Contractor) to provide public transportation service between the City of Dinuba and the City of Reedley, as referenced above, and as set forth in Article II of this Agreement, from July 1, 2018 through June 30, 2019. The maximum amount of compensation to the Contractor, under this Agreement shall not exceed \$51,000.00.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor agrees to provide public transportation service between the City of Dinuba and the City of Reedley with the operation of one (1) vehicle, provided by the City of Dinuba, in accordance with the route and schedule described below, for a total of two thousand, nine hundred and sixty-eight (2,968) vehicle service hours. Contractor shall comply with all applicable laws and licensing requirements in the provision of services under this Agreement.

B. Transit Service Area

The Contractor shall provide service on scheduled fixed route basis with a minimum of one (1) vehicle. The Transit Service Area Map is attached hereto and incorporated herein by reference as Exhibit-1.

C. Hours of Service

The Contractor shall provide public transportation service Monday through Friday, from 7:05am to 8:55pm, except on the following holidays observed by the City of Dinuba: Independence Day; Labor Day; Thanksgiving Day; Christmas Day; New Year's Day; and Memorial Day.

D. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting, of all fares. The Contractor shall remit on a monthly basis ten percent (10%) of the fares collected to FCRTA.

E. Insurance

The Contractor shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$10,000,000 per occurrence.

The Contractor shall provide the FCRTA with a valid "certificates of insurance" reflecting the above and further that said coverage has the following endorsements:

1. In that the FCRTA and their appointive and elective officers and employees are "additionally named insured".
2. That said policy shall not be canceled or terminated except upon thirty (30) days prior written notice to the other Parties of this agreement.

Said certificates or other proof of the required insurance, acceptable to the FCRTA, shall be provided before the Contractor commences performance under this Agreement or extensions thereof.

The Contractor shall secure and maintain workers compensation coverage as required by statute. The Contractor shall assume any and all liability for non-compliance with this provision.

ARTICLE III. BILLING AND PAYMENT FOR SERVICE

Subject to the maximum compensation limit set forth in Article I of this Agreement, the Contractor shall submit an itemized (accounting for one-half the actual number of service hours multiplied by \$44.93 - the rate per vehicle service hour) invoice bill to FCRTA, subject to the maximum amount payable as stated in Article I. The FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill.

ARTICLE IV. CHARTER BUS REQUIREMENTS - 49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE V. SCHOOL BUS REQUIREMENTS - 49 U.S.C. 5323(f); 49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients (Caltrans) and subrecipients (FCRTA) may not use federally funded equipment, vehicles, or facilities.

ARTICLE VI. ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq.; 49 CFR Part 18

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

ARTICLE VII. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1251

Clean Water -

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE VIII. LOBBYING - 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Contract, the making of the Federal grant associated with this Contract, the entering into of this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement in association with the Federal contract, grant, or cooperative agreement.
- B. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the undersigned shall complete and submit separately the Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413.
- C. The undersigned shall be required to include the specific language of this certification clause in all subsequently awarded documents for all subawards at all tiers, including subcontracts and that all subrecipients shall certify and disclose accordingly.

This certification clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352(c)(1)-(2)(A), as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification clause and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification clause and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Ismael Hernandez, Interim Public Works Director _____ Name and Title of Contractor's Authorized Official

June 28, 2018 _____ Date

ARTICLE IX. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

- A. The FCRTA, as a local government and FTA subrecipients or a subgrantee of the FTA Recipient (Caltrans) in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the FCRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives.
- B. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FCRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE X. FEDERAL CHANGES - 49 CFR Part 18

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (11), dated October 1, 2009) between the FCRTA, Caltrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE XI. CLEAN AIR - 42 U.S.C. 7401 et. seq.; 40 CFR 15.61; 49 CFR Part 18

Clean Air:

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Agreement Work Hours and Safety Standards:

- A. Overtime requirements - No Contractor or subcontractor contracting for any part of this contracted work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph "A" of this Article the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one (1) of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph "A" of this Article.
- C. Withholding for unpaid wages and liquidated damages - The FCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "B" of this Article.

- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs "A" through "D" of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs "A" through "D" of this Article.

ARTICLE XIII. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government:

- A. The FCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the FCRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 U.S.C. 3801 et. seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts:

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program

Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XV. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By this Agreement the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FCRTA. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the FCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of any Agreement that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE XVI. PRIVACY ACT - 5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XVII. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the Contractor:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Contractor:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies. The Contractor agrees to take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE XVIII. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18; FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of FCRTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the FCRTA General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the FCRTA General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the FCRTA, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Agreement Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the FCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

ARTICLE XIX. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Transit Employee Protective Provisions:

A. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.
2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - Since this Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XX . INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any FCRTA requests which would cause the FCRTA to be in violation of the FTA terms and conditions.

ARTICLE XXI. DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Contractor agrees to:

- A. participate in FCRTA's drug and alcohol program established in compliance with 49 CFR 653 and 654.

OR

- B. establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the FCRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1, 2007 and to submit the Management Information System (MIS) reports before March 15th of each year to Caltrans Headquarters. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE XXII. TERMINATION - 49 U.S.C.Part 18; FTA Circular 4220.1E

- A. Termination for Convenience The FCRTA may terminate this Contract, in whole or in part, at any time by providing thirty (30) days advance written notice to the Contractor. The Contractor shall be paid its costs incurred, including contract close-out costs, and profit on work performed up to the

date written notice of termination is provided by FCRTA. The Contractor shall promptly submit its claim for such costs to FCRTA, but in no event may Contractor submit a claims for such costs more than thirty (30) days after the date written notice of termination is provided by FCRTA. FCRTA shall have no obligation to respond to or pay claims for payment from Contractor received by FCRTA more than thirty (30) days after the date written notice of termination is provided by FCRTA. Contractor shall return to FCRTA any property owned by FCRTA within thirty (30) days after the date written notice of termination is provided by FCRTA.

- B. Termination for Default If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement, the FCRTA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Termination of this Agreement shall be effective immediately upon service of notice of termination by FCRTA to Contractor. Upon termination of this Agreement by FCRTA for default by the Contractor, FCRTA shall only be obligated to pay Contractor the Agreement rate set forth in Article III of this Agreement for services performed in accordance with the manner of performance set forth in the Agreement.

C. Opportunity to Cure The FCRTA in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

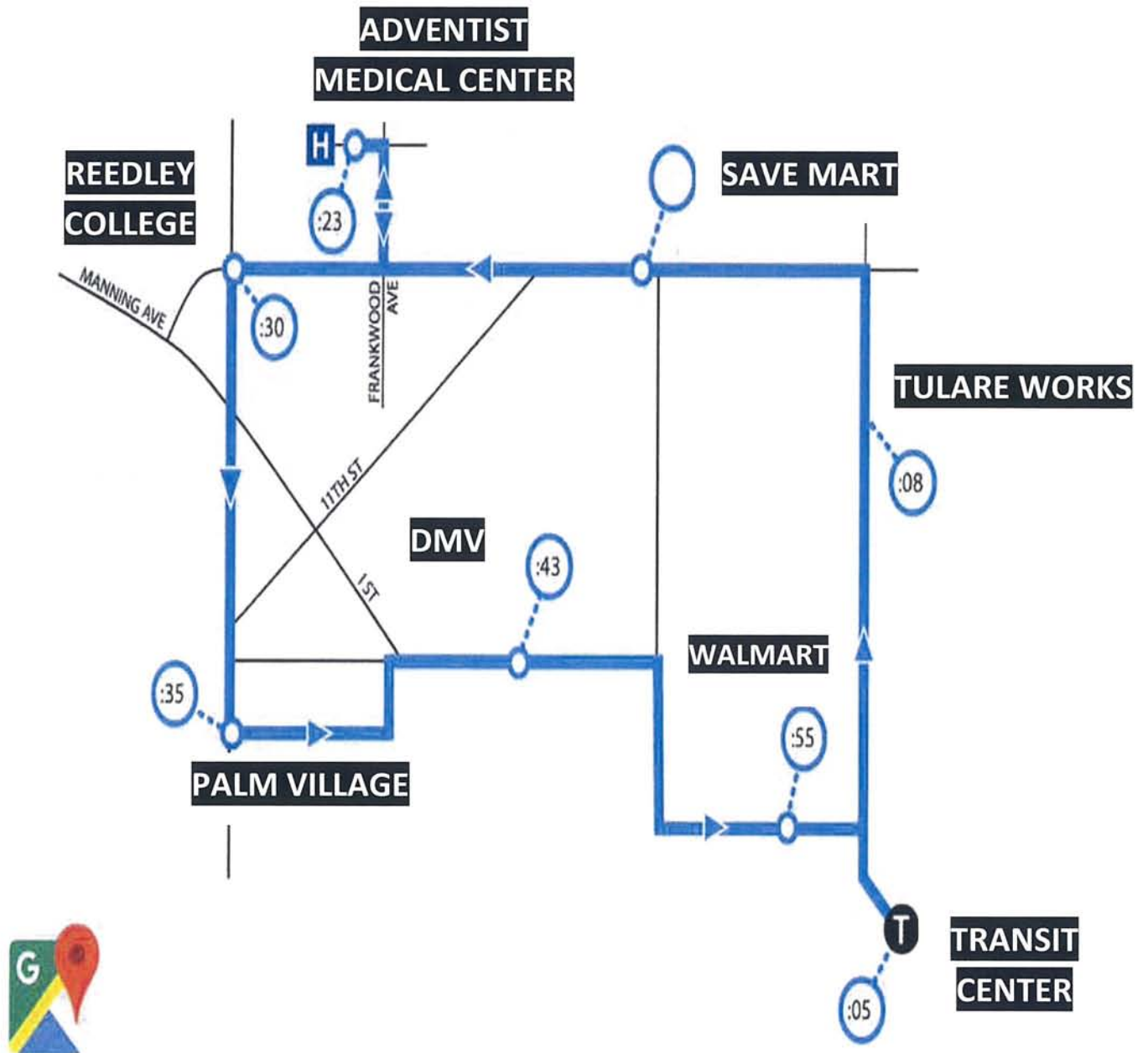
If Contractor fails to remedy to FCRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from FCRTA setting forth the nature of said default, FCRTA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude FCRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. Waiver of Remedies for any Breach In the event that FCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FCRTA shall not limit FCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

I. Notwithstanding the aforementioned clauses, this Agreement shall terminate on June 30, 2019 unless extended by the written consent of both Parties.

Exhibit-1
Dinuba Transit Inter-County Service Area Map

(DART) DINUBA AREA REGIONAL TRANSIT



Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract __a__ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application __c__ b. initial award c. post-award	3. Report Type: a. initial filing __a__ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime __X__ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Fresno County Rural Transit Agency 2035 Tulare Street, Suite 201 Fresno, CA 93721 Congressional District, if known: 18, 19, 20, 21
6. Federal Department/Agency: Federal Transit Administration	7. Federal Program Name/Description: FTA Section 5311 CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 51,000.00	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> None	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Ismael Hernandez Title: Interim Public Works Director Telephone No.: 559-591-5924 Date: 6/28/18 _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBERG, County Counsel

By _____
Legal Attest: Arthur Wille, Senior Deputy County Counsel

CITY OF DINUBA

By _____
Ismael Hernandez, Interim Public Works Director

2018-2019
AGREEMENT BETWEEN
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY
AND
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement, made and entered into this 28th day of June, 2018 by and between the Kings County Area Public Transit Agency, hereinafter referred to as "KART" or "Contractor", and the Fresno County Rural Transit Agency, hereinafter referred to as "FCRTA". Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the updated Regional Transportation Plan for Fresno County, (adopted: June 26, 2014) proposes the provision of public transportation service between Laton in Fresno County and Hanford in Kings County and Fresno Medical Transit from Hanford through Laton to Fresno Area Hospitals;

WHEREAS, the Short Range Transit Plan (SRTTP) for the Rural Fresno County Area: 2018-2022 was adopted by the Fresno Council of Governments (FCOG) on June 29, 2017 to serve as the Plan which forecasts anticipated ridership, recommends provision of service five (5) days a week, (excepting holidays); and such service is to be provided by the Kings County Area Public Transit Agency (KCAPTA) as Kings County Rural Transit (KART); and

WHEREAS, the KART also continues to provide weekday (Monday through Friday) round trip service between Hanford (Kings County) through Fresno County to Laton, Selma's Kaiser Clinic, Fresno's University Medical Center, Fresno's Veteran's Hospital, Fresno's Kaiser Hospital, and Valley Children's Hospital (Madera County); and

WHEREAS, the FCRTA continues to agree to share in the relative costs of each operation; and

WHEREAS, the County of Fresno has authorized FCRTA to claim apportioned Local Transportation Funds to enable FCRTA to assist in providing transit service to Laton in accordance with the SRTTP for Laton; and

WHEREAS, the Parties have mutually negotiated this Agreement.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises hereafter expressed, and intended to be legally bound thereby, the Parties do mutually agree as follows:

ARTICLE I. AWARD OF CONTRACT FOR LATON TRANSIT SERVICE TO THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY.

The FCRTA hereby engages the Contractor to provide public transportation service to the community of Laton, and from Kings County to medical facilities in Fresno County as referenced above, and as set forth in Article II of this Agreement, from July 1, 2018 through June 30, 2019. The maximum amount of compensation to the Contractor, under this Agreement shall not exceed \$60,000.00.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor agrees to provide public transportation service: 1) in the Laton Area, such service shall include the operation of one (1) vehicle, provided by Contractor, for a total of two hundred and twenty-five (225) vehicle service hours, in accordance with the route and schedule described in Exhibit A, which is attached hereto and incorporated herein by reference (hereafter "Latons Transit"); and 2) inter-County medical transit service from Kings County to Fresno County, which shall include the operation of one (1) vehicle, provided by Contractor for a total of three hundred and fifteen (315) vehicle service hours, in accordance with the route and schedule described in Exhibit B, which is attached hereto and incorporated herein by reference (hereafter, "Fresno Medical Transit"). The total service hours provided by Contractor under this Agreement shall be a total of five hundred and forty (540). Contractor shall comply with all applicable laws and licensing requirements in the provision of services under this Agreement.

B. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting, and shall retain the fares associated with this Agreement.

C. Insurance

The Contractor shall secure and maintain throughout the term of this Agreement, or extensions thereof, automobile liability (Bodily Injury and Property Damage) not less than \$10,000,000 per occurrence.

The Contractor shall provide the FCRTA with a valid "certificates of insurance" reflecting the above and further that said coverage has the following endorsements:

1. In that the FCRTA and their appointive and elective officers and employees are "additionally named insured".
2. That said policy shall not be canceled or terminated except upon thirty (30) days prior written notice to the other Parties of this agreement.

Said certificates or other proof of the required insurance, acceptable to the FCRTA, shall be provided before the Contractor commences performance under this Agreement or extensions thereof.

The Contractor shall secure and maintain workers compensation coverage as required by statute. The Contractor shall assume any and all liability for non-compliance with this provision.

ARTICLE III. BILLING AND PAYMENT FOR SERVICE

Subject to Article I, the Contractor shall submit an itemized accounting of the actual number of Latons Transit and Fresno Medical Transit service hours multiplied by \$70.00 per

vehicle service hour to be reflected in an invoice to the FCRTA. FCRTA shall make payment within thirty (30) days from receipt of a properly completed invoice.

ARTICLE IV. CHARTER BUS REQUIREMENTS - 49 U.S.C. 5323(d); 49 CFR Part 604

Charter Service Operations - The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE V. SCHOOL BUS REQUIREMENTS - 49 U.S.C. 5323(F); 49 CFR Part 605

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients (Caltrans) and subrecipients (FCRTA) of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients (Caltrans) and subrecipients (FCRTA) may not use federally funded equipment, vehicles, or facilities.

ARTICLE VI. ENERGY CONSERVATION REQUIREMENTS - 42 U.S.C. 6321 et seq.; 49 CFR Part 18

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Federal Energy Policy and Conservation Act.

ARTICLE VII. CLEAN WATER REQUIREMENTS - 33 U.S.C. 1301

Clean Water -

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1301 et seq. The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE VIII. LOBBYING - 31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this Contract, the making of the Federal grant associated with this Contract, the entering into of this cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Agreement in association with the Federal contract, grant, or cooperative agreement.

- B. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit separately the Standard Form--LLL, "Disclosure Form to Report Lobbying", attached hereto as Exhibit "C" and incorporated herein by this reference, in accordance with its instructions, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413.
- C. The undersigned shall be required to include the specific language of this certification clause in all subsequently awarded documents for all subawards at all tiers, including subcontracts and that all subrecipients shall certify and disclose accordingly.

This certification clause is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352(c)(1)-(2)(A), as amended by the Lobbying Disclosure Act of 1995. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification clause and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification clause and disclosure, if any.

Signature of Contractor's Authorized Official

Angie Dow, Transit Manager
Name and Title of Contractor's Authorized Official

June 28, 2018 Date

ARTICLE IX. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5330; 18 CFR 18.36 (i); 49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

- A. The FCRTA, as a local government and FTA subrecipient or a subgrantee of the FTA Recipient (Caltrans) in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the FCRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized

representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives.

- B. The Contractor agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FCRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE X. FEDERAL CHANGES - 49 CFR Part 18

Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(11), dated October 1, 2012) between the FCRTA, Caltrans and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE XI. CLEAN AIR - 42 U.S.C. 7401 et. seq.; 40 CFR 15.61; 49 CFR Part 18

Clean Air:

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the FCRTA and understands and agrees that the FCRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards:

- A. Overtime requirements - No Contractor or subcontractor contracting for any part of this contracted work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on

such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph "A" of this Article the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one (1) of this Article, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph "A" of this Article.
- C. Withholding for unpaid wages and liquidated damages - The FCRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "B" of this Article.
- D. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs "A" through "D" of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs "A" through "D" of this Article.

ARTICLE XIII. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government:

- A. The FCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the FCRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - 31 U.S.C. 3801 et. seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts:

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XV. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By this Agreement the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FCRTA. If it is later determined that the Contractor knowingly

rendered an erroneous certification, in addition to remedies available to the FCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE XVI. PRIVACY ACT - 5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government.

The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XVII. CIVIL RIGHTS REQUIREMENTS - 29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the Contractor:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Contractor:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts

60 et seq., (which implement Executive Order No. 11306, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11306 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE XVIII. BREACHES AND DISPUTE RESOLUTION - 49 CFR Part 18; FTA Circular 4220.1E

Disputes - Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of FCRTA's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the FCRTA General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the FCRTA General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the FCRTA, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his

employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the FCRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.

Rights and Remedies - The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the FCRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE XIX. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS - 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Transit Employee Protective Provisions:

- A. The Contractor agrees to the comply with applicable transit employee protective requirements as follows:
 - 1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.
 - 2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - Since this Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- B. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XX . INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any FCRTA requests which would cause the FCRTA to be in violation of the FTA terms and conditions.

ARTICLE XXI. DRUG AND ALCOHOL TESTING - 49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Contractor agrees to:

- A. participate in FCRTA's drug and alcohol program established in compliance with 49 CFR 653 and 654.

OR

- B. establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the FCRTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before July 1, 2011 and to submit the Management Information System (MIS) reports before March 15th of each year to Caltrans Headquarters. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ARTICLE XXII. TERMINATION - 49 U.S.C. Part 18; FTA Circular 4220.1E

- A. Termination for Convenience The FCRTA may terminate this Contract, in whole or in part, at any time by providing thirty (30) days advance written notice to the Contractor. The Contractor shall be paid its costs incurred, including contract close-out costs, and profit on work performed up to the date written notice of termination is provided by FCRTA. The Contractor shall promptly submit its claim for such costs to FCRTA, but in no event may Contractor submit a claims for such costs more than thirty (30) days after the date written notice of termination is provided by FCRTA. FCRTA shall have no obligation to respond to or pay claims for payment from Contractor received by FCRTA more than thirty (30) days after the date written notice of termination is provided by FCRTA. Contractor shall return to FCRTA any property owned by FCRTA within thirty (30) days after the date written notice of termination is provided by FCRTA.

B. Termination for Default If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of this Agreement, the FCRTA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. Termination of this Agreement shall be effective immediately upon service of notice of termination by FCRTA to Contractor. Upon termination of this Agreement by FCRTA for default by the Contractor, FCRTA shall only be obligated to pay Contractor the Agreement rate set forth in Section III of this Agreement for services performed in accordance with the manner of performance set forth in the Agreement.

C. Opportunity to Cure The FCRTA in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to FCRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from FCRTA setting forth the nature of said default, FCRTA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude FCRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for any Breach In the event that FCRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by FCRTA shall not limit FCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

I. Notwithstanding the aforementioned clauses, this Agreement shall terminate on June 30, 2019 unless extended by the written consent of both Parties.

ROUTE 14

HANFORD - LATON

MONDAY
thru FRIDAY
ONLY

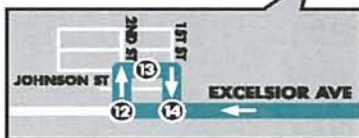
KART



LATON



HARDWICK



HANFORD



ROUTE 14

		A.M.	P.M.
KART Transit Center	1	8:55	2:00
Lacey @ Carl's Jr	2	8:55	2:00
Lacey @ Government Center	3	8:55	2:00
Lacey & Mall Dr	4	9:00	2:05
Lacey @ Centennial Plaza	5	9:00	2:05
De Woody @ Post Office	6	9:15	2:20
Latonia & Gosner	7	9:20	2:25
Dennis & Mt Whitney	8	9:20	2:25
Paloma & Renn	9	9:20	2:25
Murphy & Fatima	10	9:20	2:25
Murphy & Gosner	11	9:20	2:25
2nd & Excelsior	12	9:30	2:35
Johnson & 1st	13	9:30	2:35
1st & Excelsior	14	9:30	2:35
Lacey & Centennial (Drop only)	15	9:40	2:45
Lacey @ Hanford Mall (Drop only)	16	9:40	2:45
Lacey @ Cancer Center (Drop only)	17	9:45	2:50
Lacey @ Chubby's (Drop only)	18	9:45	2:50
Lacey & Greenfield (Drop only)	19	9:45	2:50
KART Transit Center	1	9:50	2:55

AM Service / Servicio de AM

PM Service / Servicio de PM

No SATURDAY service / No servicio de SÁBADO

Time points are an estimated time of arrival /
Momentos son un tiempo estimado de llegada



Exhibit B
Hanford-Fresno Transit Service Area Map

ROUTE 17

HANFORD - FRESNO

MONDAY
thru FRIDAY
ONLY

NOTE:

KART offers service to Fresno on weekdays. Medical appointments between the hours of 10:00 a.m. - 2:00 p.m. are recommended when accessing medical care in Fresno.

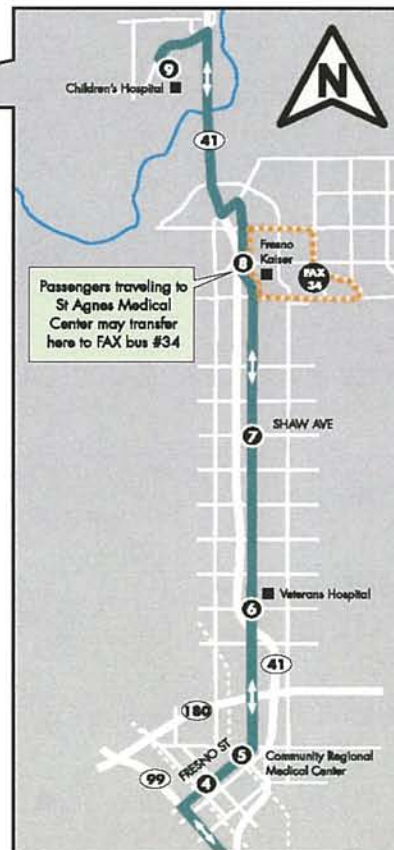
Time points are an estimated time of arrival.

No SATURDAY service available.

KART ofrece servicios a Fresno cada de lunes a viernes. Les recomendamos que hagan sus citas de las horas de 10:00 a.m. - 2:00 p.m. cuando tiene citas al doctor.

Momentos son un tiempo estimado de llegada.

No servicio de SABADO.



Note A new bus stop is being added to this service in Fiscal Year 2018-19. After the Selma stop, a new bus stop will be located in Fowler at the new Valley Children's Hospital site.

NORTHBOUND

Hanford Transit Center	De Woody @ Post Office	Selma Kaiser Hospital	Fresno Fulton Mall	Community Regional Center	Fresno VA Hospital	Fresno @ Shaw	Fresno Kaiser Hospital	Valley Children's Hospital
1	2	3	4	5	6	7	8	9
9:00	9:20	9:40	10:00	10:05	10:10	10:20	10:30	10:50

SOUTHBOUND

Valley Children's Hospital	Fresno Kaiser Hospital	Fresno @ Shaw	Fresno VA Hospital	Community Regional Center	Fresno Fulton Mall	Selma Kaiser Hospital	Across De Woody @ Post Office	Hanford Transit Center
9	8	7	6	5	4	3	2	1
2:30	2:45	2:55	3:05	3:15	3:15	3:45	4:00	4:20

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _a_ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _c_ b. initial award c. post-award	3. Report Type: a. initial filing _a_ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known: 21	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Fresno County Rural Transit Agency 2035 Tulare Street, Suite 201 Fresno, CA 93721 Congressional District, if known: 21	
6. Federal Department/Agency: Federal Transit Administration	7. Federal Program Name/Description: FTA Section 5311 CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ 60,000.00	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> None	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Angie Dow Title: Executive Director Telephone No.: 559-591-5924 Date: 6/28/18 _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

By _____
Angie Dow, Executive Director

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBERG, County Counsel

By _____
Legal Attest: Arthur Wille, Senior Deputy County Counsel

Fresno County Rural Transit Agency

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016 and is in effect between November 1, 2016 and June 30, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT (District), a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq., and **Fresno County Rural Transit Agency**, (Contractor).

WITNESSETH:

WHEREAS, despite major reductions in emissions and corresponding improvements in air quality, the San Joaquin Valley continues to face difficult challenges in meeting the federal ambient air quality standards; and

WHEREAS, the California Global Warming Solutions Act of 2006 (Assembly Bill (AB) 32; Nuñez, Chapter 488, Statutes of 2006), establishes the Low Carbon Transportation Greenhouse Gas Reduction Fund (GGRF) Investments and the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (AB 118, Nunez, Chapter 750, Statutes of 2007) establishes the Air Quality Improvement Program (AQIP), which authorizes the California Air Resources Board (ARB) to administer the Zero-Emission Truck and Bus Pilot Commercial Deployment Projects; and

WHEREAS, under AQIP and GGRF, ARB issued the solicitation entitled "Zero-Emission Truck and Bus Pilot Commercial Deployment Projects" on October 1, 2015, to provide funding for projects that would help accelerate the deployment of a variety of commercially available medium- and heavy-duty zero-emission vehicles by placing a significant number of zero- and near zero- emission buses, freight, and delivery trucks in strategic truck and bus hubs; and

WHEREAS, District submitted the San Joaquin Valley Transit Electrification Project (Project) in response to ARB's solicitation and on April 14, 2016

1 ARB notified District of preliminary selection of its Project which lists Contractor as a
2 participant of the Project; and

3 **WHEREAS**, on June 16, 2016 District's Governing Board authorized the
4 Executive Director/APCO to enter into agreements with ARB and subcontractor(s), as
5 necessary, to administer and implement District's projects selected for funding through
6 the Zero-Emission Truck and Bus Pilot Commercial Deployment Project ; and

7 **WHEREAS**, on November 14, 2016 District executed grant agreement
8 G14-LCTI-12 with ARB to perform the Project; and

9 **WHEREAS**, on February 28, 2018 District amended its Agreement, G14-
10 LCTI-12, with ARB for the Project, hereinafter referenced as Agreement G14-LCTI-12,
11 Amendment 1 to perform the activities set forth therein, and attached hereto and
12 incorporated herein by reference as **Exhibit A**;

13 **WHEREAS**, District has selected Proterra, Inc. to manufacture and deliver
14 zero emission buses to the providers selected by District to receive funding under the
15 Zero-Emission Truck and Bus Pilot Commercial Deployment Project; and

16 **WHEREAS**, District has selected Contractor as one of the transit providers
17 to receive funding under the Zero-Emission Truck and Bus Pilot Commercial Deployment
18 Project, and Contractor represents that it is willing and able to perform the activities set
19 forth herein.

20 **NOW, THEREFORE**, based on their mutual promises, covenants, and
21 conditions, the parties hereby agree as follows:

22 **1. PROJECT**

23 Contractor shall receive grant funding provided to District by ARB and
24 administered by District to implement the Project by purchasing from Proterra, Inc. and
25 deploying five (5) Proterra battery-electric extended-range zero-emission public transit
26 buses, and arranging for the installation and deployment of eight (8) Proterra depot
27 chargers in the Contractor's jurisdictions and other requirements set forth in District's
28 ARB Award Agreement; (**Exhibit A**). Specifically, Contractor shall be responsible for the

following activities set forth in Exhibit A:

A. Section 3.1.2.e.ii: Contractor shall receive vehicles from Proterra, Inc., train Contractor's workforce in the operation and maintenance of the vehicles and place the vehicles into service in a manner consistent with the requirements of this subdivision; and

B. Section 6, p. B-8 of 11: Contractor shall submit Status Reports and Grant Disbursement Request Forms to District which conform to the requirements of this Section.

C. Section 9, Pages B-9 and B-10 of 11: Contractor shall develop maintain, and produce accounting procedures and records which satisfy the requirements of this Section.

In addition, Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete per schedule, in a professional manner, the services described herein. Contractor represents that Contractor has the expertise necessary to adequately perform the activities **described in this Section.**

In the event of any conflict between or among the terms and conditions of this Agreement or the exhibit incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement
2. Exhibit A to this Agreement

2. PERIOD OF PERFORMANCE/TIMETABLE

Project Term for this Agreement shall be from November 1, 2016 through June 30, 2020. Contractor shall commence performance of work and produce all work products in accordance with the work schedule and deadlines for performance identified in **Exhibit A** within the Project Term, unless otherwise extended in writing by District and as approved by ARB, or if this Agreement is terminated sooner as provided for elsewhere in this Agreement. Modifications to this Agreement to allow due date flexibility

are subject to the terms specified in Paragraph 22 of this Agreement and as identified in Exhibit A.

3. REPORTING REQUIREMENTS

District is required to provide ARB status reports at a minimum of three-month intervals for the duration of the Project Term, and provide ARB a final report at the completion of the Project. Contractor must provide District information necessary to complete status reports and the final report as required and identified in **Exhibit A**. Contractor must provide the District the necessary information to complete status reports two (2) weeks prior to required submittal date to ARB. Contractor must provide District the necessary information to complete the final report thirty (30) days before it is due to ARB.

4. STANDARD OF PERFORMANCE

Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires duplicate performance of the work, as directed by District, shall be borne in total by Contractor and not ARB or District. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting duplicate performance unless the work conducted by Contractor and/or its subcontractors is deemed by District to have failed the foregoing standard of performance.

A. In the event Contractor or its subcontractors fail to perform in accordance with the above standard:

1. Contractor will perform again, at its own expense, any task which was not performed to the reasonable satisfaction of District. Any duplicate performance pursuant to this paragraph shall be completed within the time limitations

originally set forth for the specific task involved. Contractor shall incur any overtime required to meet the deadline for the task at no additional cost to District;

2. District shall provide a new schedule for the duplicate performance of any task pursuant to this paragraph in the event that such performance of a task within the original time limitations is not feasible; and

3. District, under the direction of ARB where necessary, shall have the option to direct Contractor not to repeat the performance of any task which was not performed to the reasonable satisfaction of District pursuant to application of (1) and (2) above. In the event District directs Contractor not to repeat the performance of a task, District and Contractor shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of District's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which District may have under law.

5. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's subcontractors, officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of District. Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Due to its status as an independent contractor, Contractor shall have

absolutely no right to employment rights and benefits available to District employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and save District harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the Project Term of this Agreement, Contractor may be providing services to others unrelated to District or to this Agreement.

6. FUNDING

The total obligation of District under this Agreement shall not exceed **Four Million One Fourty Seven Thousand and Eight Hundred Sixty Two dollars (\$4,147,862)** and shall only be for equipment, services and activities identified in **Exhibit A** for Contractor's part in the Project. Contractor will only be reimbursed for eligible work and services performed on or after November 14, 2016 thru June 30, 2020.

7. MATCH FUNDING REQUIREMENT

The total match requirement of Contractor under this Agreement shall not be less than **Nine Hundred Twenty Three Thousand and Three Hundred Twelve dollars (\$923,312)**. From this total no less than **Four Hundred Twenty Thousand and Three Hundred Twenty Five dollars (\$420,325)** shall be in the form of cash and no less than **Five Hundred Two Thousand and Nine Hundred Eighty Seven dollars (\$502,987)** shall be in the form of in-kind funding as identified in **Exhibit A** for Contractor's part in the Project. Prior to the end of the Project Term, Contractor shall provide District sufficient documentation substantiating match requirements have been fully committed.

8. FINANCIAL RECORD

Without limitation of the requirement to maintain project accounts in accordance with generally accepted accounting principles, Contractor must

1. Establish an official file for the Project that will adequately

1 document all significant actions relative to the Project;

2 2. Establish separate accounts that will adequately and
3 accurately depict all amounts received and expended, including match contributions as
4 identified in Paragraph 7, on the Project;

5 3. Establish separate accounts that will adequately and
6 accurately depict all income received and expended on the Project; and

7 4. Establish an accounting system that will adequately depict
8 final total costs of the Project, including both direct and indirect costs.

9 **9. PAYMENTS**

10 District agrees to reimburse Contractor for actual allowable expenditures
11 incurred in accordance with the Budget as set forth in **Exhibit A**. Contractor can only bill
12 for actual expenses incurred, as set forth in **Exhibit A**, with flexibility as allowed and pre-
13 approved in writing by District in accordance with **Exhibit A**.

14 Advance payments shall not be permitted without expressed written
15 consent by District. Payments shall be permitted only at such time that equivalent
16 services have been satisfactorily rendered. District shall reimburse Contractor after
17 receipt and verification of a properly supported claim for payment and after the claim for
18 payment has been approved by District and ARB, and payment from ARB has been
19 received by District.

20 District will submit Contractor claim for payment and invoices to ARB for
21 approval and reimbursement within thirty (30) calendar days of receipt, verification,
22 evaluation and, if necessary, inspection by District staff, of a properly supported District
23 Claim for Payment Form, invoice(s), and other supporting documentation. The claim for
24 payment, invoice(s), and other supporting documentation must set forth that the work for
25 which compensation is sought was satisfactorily completed in accordance and pursuant
26 to this Agreement and as set forth in **Exhibit A**.

27 Concurrently with the submission of any claim for payment, Contractor
28 shall include an itemized list of all charges and copies of all receipts or invoices

1 necessary to document these charges, including backup documentation for actual
2 expenditures, vendors' invoices, checks, receipts, and the like that complete payment
3 has been made or invoiced for expenses authorized for the project as defined in this
4 Agreement and as set forth in **Exhibit A**. Claims and all supporting documentation shall
5 be submitted to District for reimbursement via one of the following methods:

6 Hand-delivery or mail: San Joaquin Valley Air Pollution Control District
7 Attention: Mr. David Lopez
8 1990 East Gettysburg Avenue
9 Fresno, California 93726-0244

10 Email: David.Lopez@valleyair.org

11 Following review and payment from ARB, payment received by District will
12 be issued to Contractor.

13 District may deny reimbursement if claim for payment forms or invoices are
14 erroneous or incomplete, if the proper supporting documentation is not received, or if the
15 claim for payment was deemed ineligible, in whole or in part, by District and/or ARB.
16 District is not responsible for reimbursement to Contractor for claims, invoices, expenses
17 or other reimbursement requests deemed ineligible and/or non-reimbursable, in whole
18 or in part, by ARB. Contractor will only be reimbursed for eligible items as set forth in
19 **Exhibit A**.

20 The amount to be paid to Contractor under this Agreement includes sales
21 and use taxes, if any, incurred pursuant to this Agreement, including any such taxes due
22 on equipment purchased by Contractor. Contractor shall not receive additional
23 compensation for reimbursement of such taxes and shall not decrease work to
24 compensate therefore.

25 **10. SURPLUS FUNDS**

26 Any compensation not expended by Contractor pursuant to the terms and
27 conditions of this Agreement by the Project Term end date shall automatically revert to
28 District. Only expenditures incurred by Contractor in the direct performance of this

1 Agreement within the Project Term as identified in Paragraph 2 will be reimbursed by
2 District. Allowable expenditures under this Agreement are specifically established and
3 identified in **Exhibit A**.

4 **11. CLOSEOUT PERIOD**

5 Contractor shall submit all final claims no later than **January 6, 2020**. No
6 action will be taken by District on claims submitted beyond the closeout period without
7 prior written authorization.

8 **12. NON-ALLOCATION OF FUNDS**

9 The terms of this Agreement and the services to be provided thereunder
10 are contingent on the approval and receipt of funds by the appropriating government
11 agency. Should sufficient funds not be allocated, the services provided may be modified
12 or this Agreement terminated at any time by giving Contractor written notice thirty (30)
13 days prior to such modification or termination.

14 **13. USE OF FUNDS RESTRICTION**

15 Contractor agrees that funds under this award cannot be used for
16 emissions reductions that are mandated under federal, state, or local law. This refers to
17 specific compliance dates within the mandate, not when the mandate is passed.
18 Voluntary or elective emissions reductions measures shall not be considered to be
19 "mandated," regardless of whether the reductions are included in the state
20 implementation plan of a state.

21 **14. TERMINATION**

22 **Breach of Agreement**

23 District may immediately suspend or terminate this Agreement in whole or
24 in part where, in the determination of District and/or ARB, there is

- 25 1. An illegal or improper use of funds;
- 26 2. A failure to comply with any term of this Agreement including
27 **Exhibit A** by Contractor;
- 28 3. A substantially incorrect or incomplete report or deliverable

submitted to District by Contractor; or

4. An improperly performed service and/or improperly completed project.

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default, which may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to District with respect to the breach or default. District shall have the right to demand of Contractor the repayment to District of any and all funds disbursed to Contractor under this Agreement which in the judgment of District were not expended in accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. Without Cause

The terms of this contract are contingent on the approval of funds by the appropriating governmental agency or agencies. Should funds not be allocated, this contract may be terminated at any time by giving thirty days prior written notice.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

16. AUDITS AND INSPECTIONS

Contractor shall at any time during regular business hours, and as often as District and/or ARB may deem necessary, make available to District and ARB for examination all of its records and data with respect to the matters covered in this Agreement within the terms of this Agreement and in accordance with **Exhibit A**. Contractor shall, upon request by District and/or ARB, permit District and ARB to audit and inspect all such records and data necessary to ensure Contractor's compliance with

1 the terms of this Agreement.

2 If deemed necessary, Contractor shall be subject to an audit by District
3 and/or ARB or its authorized representative to determine if the funding and revenues
4 received by Contractor were utilized as provided by law and this Agreement. If, after
5 audit, District makes a determination that funds provided to Contractor pursuant to this
6 Agreement were not spent in conformance with this Agreement or any other applicable
7 provisions of law, Contractor agrees to immediately reimburse District all funds
8 determined to have been expended not in conformance with said provisions.

9 Upon written request from District and/or ARB, Contractor shall provide
10 detailed documentation of all expenses at any time throughout the project. In addition,
11 Contractor agrees to allow District and/or ARB or their designated representative, upon
12 written request, to have reasonable access to and the right of inspection of all records
13 that pertain to the project during the Project Term of this Agreement and for a period of
14 three (3) years after the end of the Project Term, unless District notifies Contractor, prior
15 to the expiration of such three-year period, that a longer period of record retention is
16 necessary. Further, Contractor agrees to incorporate an audit of this project within any
17 scheduled audits, when specifically requested by the State. Contractor agrees to include
18 a similar right to audit in any subcontract.

19 Contractor shall be subject to the examination and audit of the auditor
20 general for a period of three (3) years after final payment under contract (Government
21 Code § 8546.7).

22 **17. RETENTION OF RECORDS**

23 Contractor shall retain all project records and data for activities performed
24 under this Agreement, including financial and service revenue records, progress reports,
25 and payment requests as specified in **Exhibit A**, for a minimum of three (3) years after
26 the final payment has been received or three (3) years after the end of the Project Term
27 or until all state audits are completed for that fiscal year, whichever is later, unless
28 otherwise specified in the funding Agreement.

1 **18. FALSE CLAIM**

2 Contractor is advised that providing false, fictitious, or misleading
3 information with respect to the receipt and disbursement of ARB and/or District grant
4 funds may result in criminal, civil, or administrative fines and/or penalties. Contractor,
5 and its sub-grantees, must promptly refer to Office of the Inspector General and District
6 any credible evidence that a principal, employee, agent, sub-grantee contractor,
7 subcontractor, loan recipient, or other person has submitted a false claim under the False
8 Claims Act or has committed a criminal or civil violation of laws pertaining to fraud,
9 conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under
10 this grant or sub-grants awarded by District.

11 **19. CONFLICT OF INTEREST**

12 No officer, employee, or agent of District who exercises any function or
13 responsibility for planning and carrying out the services provided under this Agreement
14 shall have any direct or indirect personal financial interest in this Agreement. Contractor
15 shall comply with all federal and state conflict-of-interest laws, statutes, and regulations,
16 which shall be applicable to all parties and beneficiaries under this Agreement and any
17 officer, agent, or employee of District.

18 **20. COMPLIANCE WITH LAWS**

19 Contractor shall comply with all federal and state laws, statutes,
20 regulations, rules, and guideline that apply and obtain any and all permits required to its
21 performance under this Agreement and those specified in **Exhibit A**, including California
22 driving eligibility, financial liability, prevailing wage and/or public works laws.

23 **21. NONDISCRIMINATION STATEMENT OF COMPLIANCE**

24 During the performance of this Agreement, Contractor and its
25 subcontractors shall not unlawfully discriminate, harass or allow harassment, against any
26 employee or applicant for employment because of sex, sexual orientation, race, color,
27 ancestry, religious creed, national origin, disability (including HIV and AIDS), medical
28 condition (cancer), age, marital status, and denial of family care leave. Contractor and

1 its subcontractors shall insure that the evaluation and treatment of their employees and
2 applicants for employment are free of such discrimination and harassment. Contractor
3 and its subcontractors shall comply with the provisions of the Fair Employment and
4 Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations
5 promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).
6 The applicable regulations of the Fair Employment and Housing Commission
7 implementing Government Code Section 12990 (a-f) , set forth in Chapter 5 of Division
8 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by
9 reference and made a part of it as if set forth in full. Contractor and its subcontractors
10 shall give written notice of their obligations under this clause to labor organizations with
11 which they have a collective bargaining or other Agreement.

12 Contractor shall include the nondiscrimination and compliance provisions
13 of this clause in all subcontracts to perform work under this Agreement.

14 **22. MODIFICATION**

15 Any matters of this Agreement may be modified from time to time by the
16 written consent of all the parties without affecting the remainder. Determination of
17 whether a change to the Agreement is significant or nonsignificant will be at the discretion
18 of the District and may be subject to ARB approval.

19 **A. Significant Changes to the Agreement**

20 Significant changes to this Agreement must be approved by District, and
21 ARB if necessary, through a formal amendment. Significant changes include, but are not
22 limited to:

- 23 1. Change of Contractor's legal name;
 - 24 2. Change of Contractor;
 - 25 3. Changes in order to disencumber funds;
 - 26 4. Changes to the Project that reasonably modify the
- 27 Work Statement as identified in **Exhibit A**;

28 Contractor shall submit a request in writing to District for any significant

1 change. District will notify Contractor of the appropriate action within ten (10) business
2 days, pending ARB approval if necessary.

3 **B. Nonsignificant Changes to the Agreement**

4 Changes that are not significant to the Agreement may not need to be
5 approved through a formal amendment as determined by the District and/or ARB.
6 Request for changes to the Agreement believed to be nonsignificant shall be submitted
7 by Contractor to District in writing. Changes to the Agreement deemed nonsignificant by
8 District, which may be subject to ARB approval, shall be documented in a Letter of
9 Agreement approved by both parties.

10 **C. Project Schedule**

11 After the execution of this Agreement, revisions to the Project Schedule as
12 described in the Work Statement cannot extend beyond the Project Term end date
13 without a formal amendment. However, the due dates for specific tasks in the Project
14 Schedule may be adjusted as necessary to accommodate reasonable and/or unforeseen
15 circumstances that can cause delay in the completion of the tasks. These proposed
16 adjustments to the due dates for tasks will be submitted to ARB during the quarterly
17 reporting process as specified in **Exhibit A** based on recommendations by District and/or
18 Contractor and may be subject to approval by the ARB. Contractor will be provided
19 notification if ARB does not approve of the recommended changes to the due dates for
20 tasks. District will work directly with Contractor to ensure all adjustments to the Work
21 Statement in **Exhibit A** are reasonable and adequate to complete the Project in a
22 satisfactory manner by the Project Term end date of the Agreement.

23 **D. Budget Reallocation**

24 If deemed necessary, Contractor may submit a budget reallocation request
25 to District for Project eligible expenses. All budget reallocations must be approved by
26 the District in writing and may require the approval of ARB.

27 **23. NON-ASSIGNMENT**

28 Neither party shall assign, transfer, or subcontract this Agreement, nor their

rights or duties under this Agreement, without the prior express, written consent of the other party, which shall not be unreasonably withheld or delayed.

24. SUBCONTRACTORS

Contractor shall not subcontract any other part of this Agreement without providing the District 30 days advance written notice and requesting the District's consent to such subcontract, which such consent shall not be unreasonably withheld. Failure of the District to respond to Contractor's request for consent shall be deemed consent. Such condition shall not apply, however, if the need to subcontract involves a safety issue that required an immediate remedy. In the event Contractor enters a subcontract with another party, Contractor agrees to secure a payment bond from its respective subcontractor in a form acceptable to the District, unless the District expressly agrees to waive the payment bond requirement. In addition, any party authorized to subcontract all or any part of this Agreement shall ensure that the following contract terms are included in writing in all subcontracts, subject to District approval:

A. Requirements of the Insurance section of this Agreement;

B. Indemnification of the District and ARB as stated in the Indemnification section of this Agreement;

C. Language specifying that the subcontract is not a public works contract as defined in California Civil Code section 8038 or Public Contract Code section 1101, nor is the Project a public work of improvement as defined in California Civil Code section 8050; and

D. All other applicable provisions as stated in this Agreement.

25. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

26. INDEMNIFICATION

Contractor agrees to indemnify, save, hold harmless, and at District's and

1 ARB's request, defend District and ARB, its boards, committees, representatives,
2 officers, agents, and employees from and against any and all costs and expenses
3 (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims,
4 and losses (whether in contract, tort, or strict liability, including, but not limited to,
5 personal injury, death, and property damage) occurring or resulting to District and ARB
6 that arises from any negligent or wrongful acts or omissions of Contractor, its officers,
7 agents, subcontractors, or employees in their performance of this Agreement.

8 **27. INSURANCE**

9 **A.** Without limiting District's right to obtain indemnification from
10 Contractor or any third parties, Contractor, at its sole expense, shall maintain, in full force
11 and effect, the following insurance policies throughout the term of this Agreement:

12 1. Commercial general liability insurance with minimum
13 limits of coverage in the amount of five million dollars (\$5,000,000) per occurrence;

14 2. Commercial automobile liability insurance which
15 covers bodily injury and property damage with a combined single limit with minimum
16 limits of coverage in the amount of five million dollars (\$5,000,000) per occurrence.

17 3. Workers' compensation insurance for all of its
18 employees who will be engaged in the performance of this Agreement in accordance
19 with California law.

20 **B.** Except for workers' compensation insurance, such insurance
21 policies shall name District, its officers, agents, and employees, individually and
22 collectively, as additional insureds. Such additional insured coverage shall apply as
23 primary insurance and any other insurance, or self-insurance, maintained by District, its
24 officers, agents, and employees, shall be excess only and not contributing with insurance
25 provided under Contractor's policies herein. These insurances shall not be canceled or
26 changed without providing District written notice at least thirty (30) days prior to such
27 cancelation or change taking effect.

28 **C.** Prior to the commencement of performing its obligations under this

Agreement, Contractor shall provide certificates of insurance and additional insured endorsements on the foregoing policies, as required herein, to District, stating that such insurance coverages have been obtained and are in full force; that District, its officers, agents, and employees will not be responsible for any premiums on the policy. This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance, written notice given to District.

D. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, District may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

28. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

CONTRACTOR	DISTRICT
Moses Stites	Seyed Sadredin
General Manager	Executive Director/APCO
Fresno County Rural Transit Agency	San Joaquin Valley Unified APCD
2035 Tulare Street, Suite 201	1990 East Gettysburg Avenue
Fresno, CA 93721	Fresno, CA 93726

Any and all notices between District and Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

29. TIME IS OF THE ESSENCE

It is understood that for Contractor's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Contractor will, to the reasonable satisfaction of District, complete all activities provided herein within the Work Statement outlined in Exhibit A to this Agreement, with schedule and deadline flexibility as allowed and pre-approved by District and ARB provided that Contractor is not caused

unreasonable delay in such performance.

30. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Contractor's services and activities under this Agreement are being rendered only for its own benefit, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

31. SEVERABILITY

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Contractor and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

Any and all notices between District and Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

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CONTRACTOR
Fresno County Rural Transit Agency

Amparpreet Dhaliwal
Chairman-Mayor Pro Tem of San Joaquin

Moses Stites
General Manager

Approved as to legal form:
Daniel C. Cederborg, County Counsel

Arthur G. Wille
Senior Deputy

DISTRICT
**San Joaquin Valley Unified Air Pollution
Control District**

Ernest Buddy Mendes
Governing Board Chair

Recommended for approval:
San Joaquin Valley Unified Air Pollution
Control District

Seyed Sadredin
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District

Annette Ballatore-Williamson
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution
Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:

Program: _____

Accounting No.: _____

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF MENDOTA**

This AGREEMENT, made and entered into this 1st day of June, 2018 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF MENDOTA, a California municipal corporation and general law city (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcements services as described in this Agreement to FCRTA vehicles operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY'S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$5,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$21.77 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;

3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned.

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

- E. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of said insurance to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the July 1, 2018 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2019, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, at such addresses set forth below:

FCRTA

Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY

City of Mendota
643 Quince Street
Mendota, California 93640

XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of their respective organization in accordance with the articles of incorporation or charter and bylaws; (2) that this Agreement is binding upon each agency; and (3) that each agency is duly organized and legally existing in good standing in the State of California.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

CITY OF MENDOTA

By _____

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
MENDOTA CITY ATTORNEY

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF SELMA**

This AGREEMENT, made and entered into this 1st day of June, 2018 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF SELMA, a California municipal corporation and general law city (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcements services as described in this Agreement to FCRTA vehicles operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY'S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$5,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$95.37 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;

3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned.

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

- E. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of said insurance to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the July 1, 2018 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2019, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, at such addresses set forth below:

FCRTA

Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY

City of Selma
1710 Tucker Street
Selma, California 93662

XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of their respective organization in accordance with the articles of incorporation or charter and bylaws; (2) that this Agreement is binding upon each agency; and (3) that each agency is duly organized and legally existing in good standing in the State of California.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

CITY OF SELMA

By _____

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
SELMA CITY ATTORNEY

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF REEDLEY**

This AGREEMENT, made and entered into this 1st day of June, 2018 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF REEDLEY, a California municipal corporation and general law city (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcements services as described in this Agreement to FCRTA vehicles operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY'S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$5,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$166.44 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;

3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned.

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

- E. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of said insurance to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the July 1, 2018 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2019, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, at such addresses set forth below:

FCRTA

Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY

City of Reedley
1717 9th Street
Reedley, California 93654

XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of their respective organization in accordance with the articles of incorporation or charter and bylaws; (2) that this Agreement is binding upon each agency; and (3) that each agency is duly organized and legally existing in good standing in the State of California.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

CITY OF REEDLEY

By _____

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
REEDLEY CITY ATTORNEY

**AGREEMENT FOR SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE
CITY OF FOWLER**

This AGREEMENT, made and entered into this 1st day of June, 2018 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF FOWLER, a California municipal corporation and general law city (hereafter referred to as "CITY").

WITNESSETH:

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcements services as described in this Agreement to FCRTA vehicles operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

I. CITY'S OBLIGATIONS

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

II. FCRTA's OBLIGATIONS

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

III. COMPENSATION AND INVOICING

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$5,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$43.32 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

IV. TERMINATION

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;

3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

V. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

VI. ASSIGNMENT

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

IX. NON DISCRIMINATION AND DBE

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

X. INSURANCE

Without limiting either parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned.

Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

- E. Workers compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of said insurance to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

XI. CONFLICT OF INTEREST

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

XII. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the July 1, 2018 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2019, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

XIII. NOTICES

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, at such addresses set forth below:

FCRTA

Moses Stites, General Manager
Fresno County Rural Transit Agency
2035 Tulare, Suite 201
Fresno, CA 93721

CITY

City of Fowler
128 S 5th Street
Fowler, California 93625

XIV. VENUE; GOVERNING LAW

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

XV. LEGAL AUTHORITY

Each individual executing or attesting this Agreement hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of their respective organization in accordance with the articles of incorporation or charter and bylaws; (2) that this Agreement is binding upon each agency; and (3) that each agency is duly organized and legally existing in good standing in the State of California.

XVI. DRUG FREE WORK PLACE

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

XVII. FEDERAL FUNDS

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By _____
MOSES STITES, General Manager

CITY OF FOWLER

By _____

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By _____
FOWLER CITY ATTORNEY