

**MEMORANDUM OF UNDERSTANDING
BETWEEN FRESNO COUNTY RURAL TRANSIT AGENCY
AND
BIOLA COMMUNITY SERVICES DISTRICT**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Fresno County Rural Transit Agency, a Joint Powers Agency, hereinafter referred to “FCRTA” and the Biola Community Services District, a California Special District, hereinafter referred to as “BCSD”. FCRTA and BCSD are each a “Party” to this MOU, and collectively “Parties” to this MOU.

2. Purpose. The purpose of this MOU is to deploy an EV microtransit transportation service in Biola, install an EV charger and automated gate at the BCSD parking lot, and establish terms and conditions under which the FCRTA will provide these services and the BCSD will provide the location for the EV charger for such services.

WHEREAS, FCRTA provides public transit services to the rural areas of Fresno County including fixed route and demand response; and

WHEREAS, FCRTA shall deploy a microtransit transportation service in Biola utilizing Chevy Bolt electric vehicles and will be operated by FCRTA’s subcontractor MV Transportation; and

WHEREAS, BCSD shall provide a space in the parking lot located at 4925 N. 7th Street, to install a Level 2 electric vehicle charging unit and pay the utility charges for said charging unit; and

WHEREAS, the Parties have mutually negotiated this MOU,

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:

3. Term of MOU This MOU is effective November 18, 2022 and shall remain in full force and effect until such microtransit services in Biola is terminated.

4. Indemnity The BCSD 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.

5. Insurance By endorsement to the general liability insurance policy evidenced by FCRTA, BCSD, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Fresno County, California

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

7. **Signatures.** IN WITNESS WHEREOF, the parties hereto have executed this MOU the _____ day of _____, 2022.

FRESNO COUNTY RURAL TRANSIT AGENCY

MOSES STITES, General Manager

BIOLA COMMUNITY SERVICES DISTRICT

CRUZ RAMOS, General Manager

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

By _____
ALISON H. SAMARIN, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF THE BCSD:

By _____
MEGGIN BORANIAN, BCSD Legal Counsel