FRESNO COUNCIL OF GOVERNMENTS

Contract for Demand Response Wheelchair Accessible Vehicle Service within Fresno County through the Transportation Network Company Wheelchair Accessible Vehicle Access for All Program

This AGREEMENT, made and entered into this 1st day of October 2026 (hereinafter referred to as "Execution Date") by and between the FRESNO COUNCIL OF GOVERNMENTS, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCOG"), and Fresno County Rural Transit Agency (hereafter referred to as "CONTRACTOR"). FCOG and CONTRACTOR are each a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, pursuant to the joint powers agreement of September 24, 1969 creating the FCOG and the amendments thereto, FCOG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, FCOG is a Regional Transportation Planning Agency and a Metropolitan Planning Organization pursuant to State and Federal designation; and

WHEREAS, Senate Bill 1376 (2018) designated the California Public Utilities Commission (CPUC) as the administrative agency for the Access for All Program; and

WHEREAS, FCOG serves as the Local Access Fund Administrator for the Transportation Network Company Access for All Program to administer a funding program for local Access Providers for on-demand and demand response wheelchair accessible vehicle (WAV) transportation services; and

WHEREAS, CONTRACTOR has submitted and FCOG has approved Fresno COG – FCRTA Access for All Program Application 2026, (Exhibit A), attached herein as though set forth in full, describing the services and equipment subject to this agreement.

NOW, THEREFORE, it is agreed by FCOG and CONTRACTOR as follows:

I. CONTRACTOR'S OBLIGATIONS

A. CONTRACTOR will purchase to one (1) new WAV vehicles with ramps to support the expansion of WAV services in rural Fresno County. FCRTA will receive up to $90,352 for eligible expenses from Cycle 6 "Access for All" funding and cover any cost overrun with local funds.

B. CONTRACTOR shall take ride requests by phone. CONTRACTOR shall use the phone number (855) 612-5184 to take ride requests. Ride requests should be taken with 24-hour advance notice. CONTRACTOR shall provide confirmation of scheduled pick-up time.

C. CONTRACTOR shall adhere to all reporting requirements as described in Section XV, herein over the useful life of the vehicle(s) purchased pursuant to this grant. This section shall survive the termination of this agreement.

II. FCOG's OBLIGATIONS

A. FCOG shall pay CONTRACTOR quarterly, upon receipt of a valid invoice and reporting, as described in Section III, herein. Invoice and reporting should be sent by email to FCOG within 30 days of the end of the quarter for which payment is requested. Payment shall be made to CONTRACTOR as promptly as fiscal procedures will permit,

generally within thirty (30) days receipt of a properly submitted quarterly invoice and reporting.

B. Disbursements shall be made to CONTRACTOR based on services rendered and costs incurred to date, itemized in quarterly invoice. Eligible expenses include those listed in Attachment A, FCRTA's Access for All Application.

C. FCOG shall submit the required quarterly reports to the California Public Utilities Commission regarding CONTRACTOR's progress.

III. FISCAL PROVISIONS

A. Basis of payment: The basis of payment for the services provided under this Agreement shall be reimbursement of the actual allowable costs. FCOG will reimburse CONTRACTOR for actual allowable costs, after the effective date of this Agreement in accordance with this section. Not more than once a month, CONTRACTOR may submit to FCOG signed payment request for allowable cost under this Agreement.

C. Total Reimbursement: Notwithstanding any other provision in this Agreement, total reimbursement shall be limited by an amount not to exceed the sum of $90,352.

D. Payments: FCOG shall make payments to CONTRACTOR upon receipt and approval by FCOG of CONTRACTOR's monthly invoices for eligible expenses as set forth in Attachment A (Eligible WAV Expenses). Payment to CONTRACTOR shall be based upon FCOG's evaluation of eligibility.

E. Invoices: CONTRACTOR shall submit to FCOG each invoice with adequate supporting documentation of cost incurred. The invoice shall specify: (1) the contract amount, (2) the total cost incurred for the current period, broken down by federal participating cost and local match if appropriate (3) the total amount billed to-date for the project, broken down by federal participating cost and local match if appropriate, (4) the contract balance.

F. Payment: Within 30 days of receipt of a proper invoice, FCOG shall determine whether CONTRACTOR has adequately performed to the satisfaction of FCOG the item(s) for which CONTRACTOR seeks payment, and shall remit payment thereof to CONTRACTOR.

G. Disputes.

1) If FCOG determines that CONTRACTOR has not adequately performed any such task or services, FCOG shall inform CONTRACTOR of those acts in writing which are necessary for satisfactory completion of the item(s). CONTRACTOR shall undertake any and all work to satisfactorily complete the item(s) at no additional charge to FCOG.

2) In the event there is a good faith dispute over an alleged error or omission by CONTRACTOR, FCOG shall have the right to withhold payment of CONTRACTOR's reimbursement in the disputed amount.

3) FCOG and CONTRACTOR shall endeavor to resolve any dispute informally between them. Any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration of the dispute before an independent arbitrator. The Parties mutually select an independent arbitrator or panel of arbitrators from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or another entity mutually agreed to in writing by the Parties. In the event a panel of arbitrators is selected, each Party shall select one member, and shall mutually agree on a third member of the panel. Any arbitration shall occur in Fresno County, California.

IV. TERMINATION

A. Either Party may terminate this Agreement for convenience with 60 days written notice to the other Party.

B. FCOG may terminate this Agreement upon a finding that CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment.

C. Breach of Contract: FCOG may immediately suspend or terminate this Agreement in whole or in part, where in the determination of FCOG there is:

1. an illegal or improper use of funds;
2. a failure to comply with any term of this Agreement;
3. a substantially incorrect documentation submitted to FCOG;
4. improperly performed services under this Agreement.

In no event shall any payment by FCOG constitute a waiver by FCOG 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 FCOG with respect to the breach or default.

D. Non-Allocation of Funds: The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. CONTRACTOR services and reimbursements beyond June 30, 2027, are subject to the inclusion and funding agency approval of this project in the FCOG FY27-28 Overall Work Program. Should sufficient funds not be allocated, the services to be provided hereunder may be modified, or this Agreement terminated at any time by FCOG's giving CONTRACTOR thirty (30) days advance written notice.

E. Should an FTA audit disallow a component of PROJECT for reimbursement that FCOG paid CONTRACTOR, CONTRACTOR may be subject to reimbursement to FCOG for monies paid or disallowed component paid by FCOG.

V. INDEPENDENT CONTRACTOR

A. In performance of the work, duties, and obligations assumed by CONTRACTOR to be provided under this Agreement, it is mutually expressly understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an independent contracting firm, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCOG. Furthermore, FCOG shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, FCOG 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 FCOG 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.

B. Because of its status as an independent contracting firm, CONTRACTOR shall have absolutely no right to employment rights and benefits available to FCOG employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save FCOG 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 term of this Agreement, CONTRACTOR may be providing services to others unrelated to FCOG or to this Agreement.

VI. ASSIGNMENT

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

B. No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CONTRACTOR of its liability and obligation under this contract, and all transactions with FCOG must be through CONTRACTOR.

VII. BINDING NATURE OF AGREEMENT; MODIFICATION

The parties agree that all of the terms of this Agreement and its Exhibits 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 FCOG, CONTRACTOR, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

VIII. INDEMNITY

CONTRACTOR agrees to indemnify, save, hold harmless, and at FCOG's request, defend the FCOG, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorney's fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to FCOG to the extent they are caused from any negligent, recklessness or willful misconduct of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any and all costs and expenses (including reasonable attorney's fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death and property damage), occurring or resulting to any person, firm, corporation, or entity who may be injured or damaged to the extent such injury or damage arises from any negligent acts, errors or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement.

Section VIII shall survive termination of this Agreement.

IX. INSURANCE

Without limiting FCOG's right to obtain indemnification from CONTRACTOR or any third Parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

A. Comprehensive general liability insurance with coverage of not less than $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

   Comprehensive general liability insurance policies shall name the FCOG, its officers, agents, 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 FCOG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein.

B. Comprehensive automobile liability insurance with limits for bodily injury of not less than $25,000 per person, $250,000 per accident and for property damages of not less than $50,000, or such coverage with a combined single limit of $250,000.

C. Workers compensation insurance as required by law.

CONTRACTOR shall not cancel or change any insurance policy required by this section IX without a minimum of thirty (30) days advance, written notice given to FCOG.

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

Such certification shall show to FCOG's sole satisfaction that such insurance coverages have been obtained and are in full force; that FCOG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names FCOG, its officers, agents, and employees, individually and collectively, as additional insured (comprehensive general liability only), but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCOG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to FCOG.

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

X. CONFLICT OF INTEREST

CONTRACTOR covenants that it has 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.

XI. EFFECTIVE DATE, TERM

This Agreement shall become effective as of the Execution Date and shall remain in full force and effect through June 30, 2029, unless sooner terminated or unless its term is extended.

XII. NOTICES

Any and all notices between FCOG 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 prepaid, addressed to such Party, at such addresses set forth below:

FCOG	CONTRACTOR
Paul Herman	Janelle Del Campo
Interim Executive Director	General Manager
Fresno Council of Governments	Fresno County Rural Transit Agency
2035 Tulare, Suite 201	2035 Tulare, Suite 201
Fresno, CA 93721	Fresno, CA 93721

XI. VENUE; GOVERNING LAW

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

XIV. COMPLIANCE WITH LAWS

In addition to legal requirements spelled out in other sections of this Agreement, CONTRACTOR shall comply with all current Federal, State, and local laws, ordinances, and regulations applicable in carrying out its obligations under this Agreement.

XV. REPORTING AND AUDITING

CONTRACTOR shall submit quarterly reports within 30 days of the end of each quarter. The reporting fiscal years runs from July through June the subsequent year. The reports shall include:

A. Number of unique wheelchair accessible vehicles (WAVs) in operation. This information should be provided in an Excel document supplied to the CONTRACTOR by FCOG. The number of unique wheelchair accessible vehicles in operation shall be provided by quarter and aggregated by hour of the day and day of the week. “In operation” is defined when a WAV: (a) is available to receive a trip request in that quarter/hour/day or (b) has accepted a trip request in that quarter/hour/day.

B. Number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver. This information should be provided in an Excel document supplied to the CONTRACTOR by FCOG. The number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver shall be provided by quarter and aggregated by hour of the day and day of the week.

C. Completed WAV trip request response times. “Completed WAV trip” is defined as a WAV trip request that results in a passenger being dropped-off at the requested location. This information should be provided in an Excel document supplied to the CONTRACTOR by FCOG. The completed WAV trip request response times shall be provided in deciles, as well as broken out by Period A (time elapsed from when a trip is requested until the trip is accepted) and B (time elapsed from when a trip is accepted until the vehicle arrives). Response time is the elapsed time between when a trip is requested and when the passenger is picked-up (Period A plus Period B). The Access Provider shall provide WAV trip response times in deciles, as well as Periods A and B in deciles, by quarter.

D. Trip completion rate. CONTRACTOR shall provide FCOG the percentage of completed WAV trip requests in an Excel document supplied to the CONTRACTOR by FCOG. Trip completion rate is calculated by dividing total trips completed by total requested unique trips, multiplied by 100.

E. Evidence of outreach. CONTRACTOR shall provide proof of their effort to publicize and promote available WAV services to disability communities, how the partnership promoted WAV services, and marketing or promotional materials of those activities. This information can be provided in the form of an Excel spreadsheet or a PDF.
F. Certification of driver training. CONTRACTOR shall provide certification that all WAV drivers operating on its platform have completed driver training on transporting peoples with disabilities within the past three years, including sensitivity training, passenger assistance techniques, accessibility equipment use, door-to-door service, and safety procedures. This certification shall be provided in the form of a PDF.
G. Report of WAV driver training programs. CONTRACTOR shall provide list of driver training programs completed and number of WAV drivers that completed each training in that quarter. The report of WAV driver training programs shall be submitted in an Excel spreadsheet.
H. Certification of inspection. CONTRACTOR shall submit a certification in the form of a PDF that all WAVs operating on its platform have been inspected and approved to conform with the ADA Accessibility Guidelines for Transportation Vehicles within the past year. Title 49 Code of Federal Regulations, Chapter 38, Subpart B available at Electronic Code of Federal Regulations (eCFR).
I. Number of complaints. CONTRACTOR shall provide the number of complaints received related to WAV driver or WAV services, categorized as follows: securement issues, driving training, vehicle safety and comfort, Service animal issue, stranded passenger, and others. This information shall be submitted in the form of an Excel spreadsheet provided to the CONTRACTOR by FCOG.
J. Funds expended. CONTRACTOR shall submit an Excel spreadsheet listing funds expended during the quarter, categorized by the types of costs listed in Attachment A: Eligible WAV Expenses.
K. Safety protocol declaration form. CONTRACTOR shall certify under penalty of perjury to comply with safety protocols as listed in PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA ACCESS FOR ALL SAFETY PROTOCOL DECLARATION FORM.
L. Minimum Useful Life. Project property to be replaced must have achieved at least the minimum useful life (herein referred to as “Useful Life”), as given in Table 1, below. For purposes of bus replacement projects, the age of the bus to be replaced is its years of service or mileage at the time the proposed new bus is introduced into service.

Table 1

Category	Typical Characteristics				Minimum Life	
	Length	Approx. GVW	Seats	Average Cost	Years	Miles
Heavy Duty Lg. Bus	35 – 48 ft. and 60 ft. Arctic	33,000 to 40,000	27 to 50	$325,000 to over $600,000	12	500,000
Heavy Duty Small Bus	30 ft	26,000 to 33,000	26 to 35	$200,000 to $325,000	10	350,000

Medium Duty and Purpose-Built Bus	30 ft	16,000 to 26,000	22 to 30	$75,000 to $175,000	7	200,000
Light Duty Mid-Sized Bus	25 to 35 ft.	10,000 to 16,000	16 to 25	$50,000 to $65,000	5	150,000
Light Duty Small Bus, Cutaways, and Modified Van	16 to 28 ft.	6,000 to 14,000	10 to 22	$30,000 to $40,000	4	100,000

FCOG shall have access to any books, records, and documents of CONTRACTOR that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

CONTRACTOR shall furnish FCOG with any additional reports or data that may be required by CPUC.

XVI. CONTRACTOR'S LEGAL AUTHORITY

Each individual executing or attesting this Agreement on behalf of CONTRACTOR hereby covenants, warrants, and represents: (1) that he or she is duly authorized to execute or attest and deliver this Agreement in accordance with a duly adopted resolution of the agencies board of directors and in accordance with such agencies charter and bylaws; (2) that this Agreement is binding upon such agency; and (3) that CONTRACTOR is a duly organized and legally existing entity in good standing in the State of California.

XVII. DRUG FREE WORK PLACE

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

XVIII. SEVERABILITY

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

XIX. HEADINGS; CONSTRUCTION; STATUTORY REFERENCES

The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. This Agreement is the product of negotiation between both Parties, each one of which is represented by counsel. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the County of Fresno shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

XX. INTEGRATED AGREEMENT

This Agreement, including Attachments A and B, attached hereto and incorporated herein by this reference, represents the full and complete understanding of the Parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof.

XXI. SUBCONTRACTING

A. FCOG Approval of Subagreements. FCOG shall approve in writing all proposed Subagreements, Memorandums of Understanding (MOU), or similar documents relating to the performance of the Contract prior to implementation. CONTRACTOR agrees that it will not enter into any Subagreements unless the same are approved in writing by FCOG. Any proposed amendments or modifications to such Subagreements must be approved by FCOG prior to implementation. No such subagreement approval shall be construed as making the Fresno COG a party to such subagreement, or subjecting the Fresno COG to liability of any kind to any subconsultant.

B. No subagreement whether existing or later entered into as set forth herein, under any circumstances shall relieve the CONTRACTOR of his/her liability and obligation under this contract, and all transactions with the Fresno COG must be through the CONTRACTOR. Subcontractors may not be changed by CONTRACTOR without the prior express written approval of Fresno COG.

C. CONTRACTOR represents and covenants by entering into this agreement that it is the prime contractor in this agreement, and that it is responsible for all acts or omissions of its said subcontractors.

XXII. NON-DISCRIMINATION

A. During the performance of this agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

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

FRESNO COUNCIL OF GOVERNMENTS	FRESNO COUNTY RURAL TRANSIT AGENCY
By_____ PAUL HERMAN, Interim Executive Director	By_____ JANELLE DEL CAMPO, General Manager
APPROVED AS TO LEGAL FORM on behalf of FCOG	APPROVED AS TO LEGAL FORM on behalf of FCTRA
Douglas Sloan, County Counsel	Douglas Sloan, County Counsel
By_____ MARY DOIDGE, Senior Deputy County Counsel	By_____ NATALIE NUTTALL, Senior Deputy County Counsel