

AGENDA
Tulare County Regional Transit Agency

June 21, 2021, 3:00 p.m.

Tulare County Board of Supervisors Chambers
2800 West Burrel Avenue
Visalia, CA 93291

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to the Governor's Executive Order N-29-20 (March 17, 2020), available at: <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>

Zoom Meeting | Direct Link: <https://bit.ly/2Zt4BQY>

Toll Free Call in: (888) 475-4499 | **Meeting ID:** 744 710 0343 | **Passcode:** 82243742

Call in only instructions: Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact the Tulare County Association of Governments ("TCAG") office at 559-623-0450 at least 3 days prior to the meeting. Any staff reports and supporting materials provided to the Board after the distribution of the agenda packet are available for public inspection at the TCAG office.

- I. CALL TO ORDER, WELCOME, AND ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT**

NOTICE TO THE PUBLIC
PUBLIC COMMENT PERIOD

At this time, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCRTA but not appearing on this agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Speakers are requested to state their name(s) and address(es) for the record.

IV. COMMITTEE REPORTS:

- a. Executive Director Search Ad Hoc Committee
- b. Policy Committee
- c. Finance Committee
- d. Technical Operations Committee

V. CONSENT CALENDAR ITEMS:

Request Approval of the Consent Calendar Action Item V-A.

- A. Action: Approve Minutes of May 17, 2021 (Pages 01-03)
- B. Information: Ridership Statistics and Data Review (Page 04)
- C. Information: All About Transit Collected Clippings (Page 05)

VI. ACTION AND INFORMATION ITEMS:

- A. Action: Approve Memorandum of Understanding with the City of Porterville for Administrative Services (Pages 06-09)
- B. Action: Approve Agreement with Fresno County Rural Transit Agency for Dinuba Connection Route. (Pages 10-28)
- C. Action: Approve Lease Agreement with City of Tulare for the Tulare Transit Center at a Monthly Rate of \$1,680. (Pages 29-42)
- D. Action: Approve travel and attendance to 2021 CALACT Autumn Conference & Expo. (Pages 43-44)

VII. OTHER BUSINESS:

- a. Information: Directors Report (Verbal Report)
- b. Information: Items from Staff
- c. Information: Items from Board Members
- d. Request from Board Members for Future Agenda Items

VIII. ADJOURN:

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, July 19, 2021 at 3:00 p.m. in the Tulare County Board of Supervisors Chambers, 2800 W. Burrel Avenue, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

BOARD OF DIRECTORS

ALTERNATE

AGENCY

Kuldip Thusu	Armando Longoria	City of Dinuba
Steve Garver	Dave Hails	City of Exeter
Greg Gomez – Vice Chair	Tina Hernandez	City of Farmersville
Ramona Caudillo	Hipolito Cerros	City of Lindsay
Monte Reyes	Milt Stowe	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Florencio Guerra Jr	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare

EX OFFICIO MEMBERS

Georgina Cardenas, CalVans

AD HOC & SUBCOMMITTEES

AD HOC –EXECUTIVE DIRECTOR SEARCH

POLICY COMMITTEE

Greg Gomez
Eddie Valero
Jose Sigala

Jose Sigala
Monte Reyes
Eddie Valero

TECHNICAL OPERATION COMMITTEE

FINANCE COMMITTEE

Greg Gomez
Armando Longoria
Eddie Valero

Kuldip Thusu
Monte Reyes
Rudy Mendoza

TCRTA STAFF

OFFICE INFORMATION

Rich Tree, Executive Director

*The TCTRA is temporarily receiving support from the Tulare County Association of Governments.

TCAG
210 N. Church Street, Suite B
Visalia, CA 93291
Phone: (559) 623-0450
Fax: (559) 733-6720
www.tularecog.org

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**Tulare County Regional Transit Agency
Minutes**

May 17, 2021, 3:00 p.m.

Members Present: Thusu, Gomez, Reyes, Sigala, Valero
Members Absent: Garver, Caudillo, Mendoza
Alternates Present:
Staff Present: Ted Smalley, Elizabeth Forte, and Rich Tree
Counsel Present: Matt Pierce

I. CALL TO ORDER:

Chair Sigala called the meeting to order at 3:00 p.m.

III. PUBLIC COMMENT:

Public comments opened/closed at 3:02 p.m. No public comments received.

IV. COMMITTEE REPORTS:

a. Executive Director Search Ad Hoc Committee

Chair Sigala provided a status update on the Executive Director search stating that two final candidates had been asked to interview later today and a decision would be made soon.

b. Policy Committee

Chair Sigala stated that much work is being completed through the subcommittees and review of a free fare analysis would be discussed.

c. Finance Committee

Mr. Tree stated that the Finance Committee had met the previous week and invited Member Thusu or Member Reyes to provide additional information. Member Reyes reported that review of the proposed budget was discussed.

d. Technical Operations Committee

Chair Sigala noted that much work and discussion had been done for drafting the proposed MOUs that would be presented later in the meeting.

V. CONSENT CALENDAR ITEMS:

Request Approval of the Consent Calendar Action Items V-A through V-C

A. Action: Approve Minutes of April 19, 2021

B. Action: Approve Meeting Schedule for the Remainder of 2021

C. Action: Adoption of Resolution: Approval of Memorandum of Understanding (MOU) for the Los Arroyos 1 Affordable Housing and Sustainable Communities Grant Application between Self Help Enterprises (SHE), City of Farmersville, Tulare County Association of Governments (TCAG), and the Tulare County Regional Transit Agency (TCRTA)

Upon motion by Member Valero and seconded by Member Gomez the Tulare County Regional Transit Agency unanimously approved the Consent Calendar Action Items V-A through V-C.

- D. Information: Regional Fare System Deployment Update
- E. Information: Implementation Update
- F. Information: All About Transit Collected Clippings

VI. ACTION AND INFORMATION ITEMS:

- A. Action: Authorization to Revise Low Carbon Transit Operations Program (LCTOP) Scope of work

Mr. Tree provided an update on LCTOP grant application that had been submitted, and noted that during the initial Caltrans application review, Caltrans recommended that the fare free program be revised to include all riders not just 18 and younger and 65 and over for all fixed routes and ADA paratransit passengers to improve GHG reduction and improve equity across the region. Mr. Tree stated that although staff appreciates these recommendations opening free fares to all riders with limited funding could cause the program duration to be shortened. Should the application be approved the revised fare free program would begin July 1, 2021 through February 2022. Mr. Tree outlined the staff recommendations to approve the revised LCTOP scope of work to include free fares for all fixed route and ADA paratransit passengers on all contributing member agency transit systems; and authorize staff to submit a revised LCTOP grant application to Caltrans.

Upon motion by Member Valero and seconded by Member Thusu the Tulare County Regional Transit Agency unanimously approved the recommendations as presented for Item VI-A.

- B. Action: Adoption of Resolution: Approve Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and City of Woodlake

Mr. Tree present an overview of each of the MOUs, Items VI-B through VI-E together to highlight the minor differences as well as the many areas of overlap between them all. Mr. Tree discussed the current service levels, assets to be transferred, and plans for accountability and transparency of funding. Mr. Tree stated that he worked collectively with the various transit agencies to draft the purposed MOUs and received guidance from the FTA. Mr. Tree outlined the recommendation to adopt the drafted MOU for each city for transit services, and to authorize the Executive Director and County Counsel to negotiate and approve technical changes to the MOUs as needed. A vote was taken for each proposed MOU (Items VI-B through VI-E) and the outcome for each agency is noted below.

Upon motion by Member Valero and seconded by Member Reyes the Tulare County Regional Transit Agency unanimously approved the MOU as presented for Transit Services between TCRTA and the City of Woodlake.

- C. Action: Adoption of Resolution: Approve Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and City of Porterville

Upon motion by Member Reyes and seconded by Member Thusu the Tulare County Regional Transit Agency unanimously approved the MOU as presented for Transit Services between TCRTA and the City of Porterville.

D. Action: Adoption of Resolution: Approve Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and City of Dinuba

Upon motion by Member Thusu and seconded by Member Gomez the Tulare County Regional Transit Agency unanimously approved the MOU as presented for Transit Services between TCRTA and the City of Dinuba.

E. Action: Adoption of Resolution: Approve Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and City of Tulare

Upon motion by Member Sigala and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved the MOU as presented for Transit Services between TCRTA and the City of Tulare.

F. Action: Adoption of Resolution: Adoption of the Fiscal Year 2021-2022 Budget

Mr. Tree reported that staff had prepared the TCRTA draft budget for fiscal year 2021-2022 to reflect TCRTA's 2021 service plan and implementation and the continuation of existing transit services for the cities of Dinuba, Tulare, and Woodlake. A copy of the draft budget was provided for review.

Upon motion by Member Valero and seconded by Member Gomez the Tulare County Regional Transit Agency unanimously approved the Budget as presented for Fiscal Year 2021-2022.

VII. OTHER BUSINESS

a. Information: Items from Staff.

None

b. Information: Items from Board Members.

None

c. Request from Board Members for Future Agenda Items.

None

VIII. ADJOURN

The meeting adjourned to meet in closed session at 4:00 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, June 21, 2021 at 3:00 p.m. in the Tulare County Board of Supervisors Chambers, 2800 W. Burrel Avenue, Visalia, CA 93291.

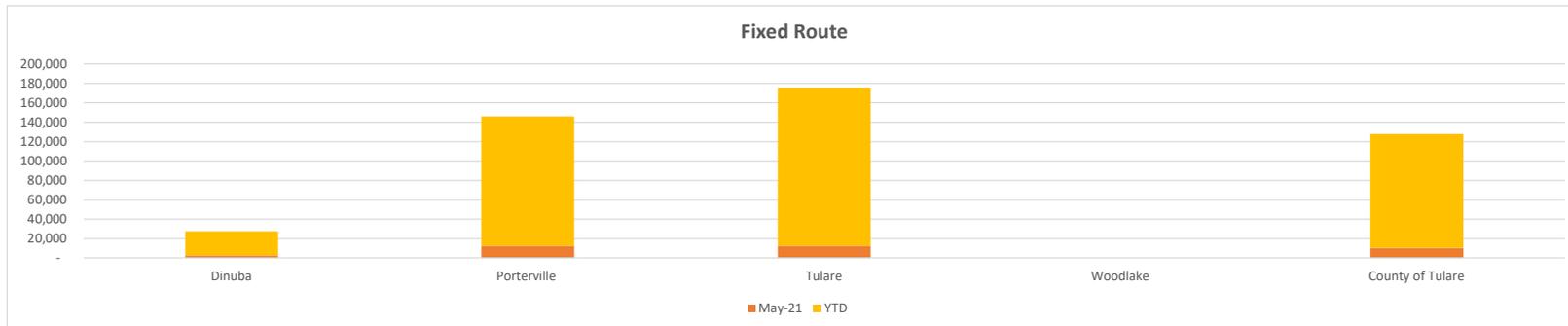
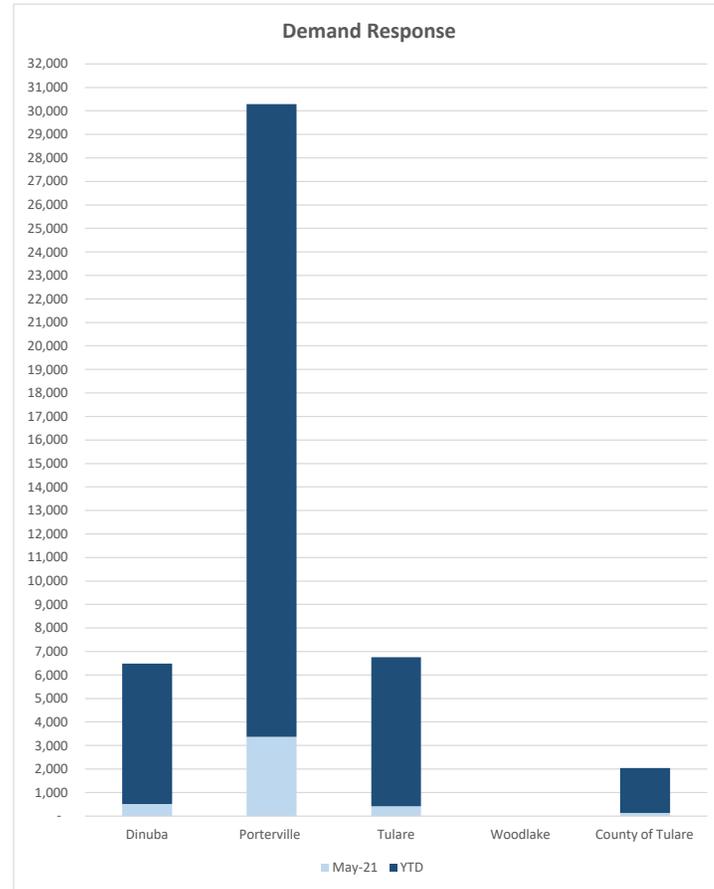
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May 2021

Demand Response	May-21	YTD
Dinuba	506	5,977
Porterville	3,371	26,915
Tulare	411	6,344
Woodlake	N/A	N/A
County of Tulare	132	1,907
Total Demand Response	4,420	41,143

Local Fixed Route	May-21	YTD
Dinuba	2,697	24,919
Porterville	12,615	133,490
Tulare	12,532	163,097
Woodlake	N/A	N/A
County of Tulare	10,457	117,587
Total Local Fixed Route	38,301	439,093

	May-21	YTD
Systemwide	42,721	480,236



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AGENDA ITEM V C

June 21, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Information: All About Transit – Collected Clippings

DISCUSSION:

In an effort to inform the Board of recent news in the public transportation industry, staff has compiled some recent news articles across the country. Staff has prepared the following articles:

1. [Senate confirms Nuria Fernandez as FTA Administrator with bipartisan support.](#)
2. [Nearly \\$1 billion restored to California bullet train after Biden officials reverse Trump.](#)
3. [Seattle to give away 2,000 ORCA cards to food and grocery workers.](#)
4. [Entire U.S. transit bus fleet could transition to zero emission at a cost of \\$56 billion to \\$89 billion.](#)

ATTACHMENT:

None

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AGENDA ITEM VI A

June 21, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Memorandum of Understanding with the City of Porterville for Administrative Services.

DISCUSSION:

At its meeting on August 24, 2020, the Board approved a Memorandum of Understanding (MOU) with City of Porterville for administrative services in which the City would assist TCRTA with the implementation and operation of the agency.

At its meeting on May 17, 2021, the Board approved the hiring of the City of Porterville's Transit Manager as its Executive Director. The City of Porterville is now in need of administrative services from TCRTA to carry out its public transportation system until their system is transferred to TCRTA.

The attached draft MOU details the administrative services TCRTA will provide to the City to comply with the basic requirements of the Federal Transit Administration (FTA) and the management of its public transportation system and planned projects. The draft MOU stipulates that TCRTA compensation is based upon TCRTA actual costs and invoiced monthly.

The terms of the arrangement with the City of Porterville are memorialized in the MOU enclosed herein as Attachment A.

It is recommended that the Board:

1. Approve the draft Memorandum of Understanding (MOU) with the City of Porterville for Administrative Services; and
2. Authorize the Executive Director to execute said MOU.

ATTACHMENT:

- A. Draft Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PORTERVILLE
AND
TULARE COUNTY REGIONAL TRANSIT AGENCY
CONCERNING ADMINISTRATIVE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of June 15, 2021, by and between the **CITY OF PORTERVILLE**, a California municipal corporation (“CITY”) and the **TULARE COUNTY REGIONAL TRANSIT AGENCY**, a joint powers agency (“TCRTA”). “TCRTA and CITY are each a “Party” and together are the “Parties” to this MOU, which is made with reference to the following:

- A.** TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the 11th day of August, 2020 (the “Joint Powers Agreement”); and
- B.** CITY desires to have professional staff to perform certain administrative functions which is required of its public transportation system; and
- C.** CITY desires to contract with TCRTA for the performance of these certain duties and TCRTA is agreeable to rendering the aforementioned services to CITY on the terms and conditions hereinafter set forth; and
- E.** The Parties have the power to enter into this MOU under the provisions of section 6500 et seq. of the Government Code and the Joint Powers Agreement.

NOW, THEREFORE the Parties agree as follows:

1. TCRTA shall provide to CITY administrative services necessary for CITY to carry out its public transportation system. Such services shall be provided to CITY to comply with the basic requirements of the Federal Transit Administration, directly tied to a law, regulation, circular, master agreement, or other binding guidance.

2. TCRTA administrative services may include, but is not limited to, the following:

- Grant Award Management
- FTA Program Management
- Project Management
- Transit Asset Management
- Contractor Oversight
- Procurement
- Title VI
- Americans with Disabilities Act
- Complementary Paratransit
- Fixed Route
- Demand Response
- FTA Program Requirements

3. In addition to the administrative services specified in Paragraphs 1 and 2 above, CITY may authorize TCRTA to perform additional administrative services for CITY under this MOU.
4. TCRTA shall provide the personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for CITY on such days and at such hours as may be agreed upon by the TCRTA Executive Director and the CITY's City Manager (or designee).
5. TCRTA and CITY acknowledge and agree that compensation paid by CITY to TCRTA is based upon TCRTA actual costs of providing the services required herein, including salaries and benefits of employees. CITY therefore has no responsibility beyond compensation required under this MOU.
6. CITY shall have no responsibility for the payment of any salaries, wages, or other compensation to any TCRTA personnel performing services for CITY pursuant to this MOU, or any liability other than that provided for in this MOU. CITY shall not be liable for compensation or indemnity to any TCRTA employee for injury or sickness arising out of his or her employment.
7. All persons employed in the performance of services for CITY under this MOU shall be TCRTA employees. However, TCRTA may from time to time subcontract portions of the required work, with the prior approval of CITY.
8. TCRTA shall submit invoices, not more often than once per month, based on the total number of hours of work performed by each employee performing services herein.
9. CITY shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
10. In rendering such services to CITY, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in TCRTA.
11. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this MOU, or the level or manner of performance of such services, the determination of CITY's City Manager or Governing Board shall be final with regard to the services performed under this MOU.
12. To facilitate the performance of services under this MOU, it is agreed that CITY shall have full cooperation and assistance from TCRTA and its Governing Board.
13. Pursuant to Sections 895-895.8 of the Government Code, TCRTA shall indemnify and hold harmless CITY from any loss, damage or liability arising out of the performance of the duties of TCRTA employees for CITY pursuant to this MOU. However, TCRTA, its officers and employees, do not indemnify CITY or assume any liability for intentional or negligent acts of CITY or its officers and employees.
14. This MOU shall become effective when it has been executed by both Parties and shall continue in effect until terminated. This MOU may be terminated by either Party upon not less than thirty (30) days' advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

CITY OF PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

By _____
City Manager

By _____
Executive Director

ATTEST: City Clerk

Approved as to form:
County Counsel

By _____

Approved as to form:
City Attorney

By _____
Deputy

By _____

AGENDA ITEM VI B

June 21, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Agreement with Fresno County Rural Transit Agency for Dinuba Connection Route in the amount of \$51,000.

DISCUSSION:

Adopted on July 26, 2008, the Regional Transportation Plan for Fresno County recognized the potential provision of public transportation service between the City of Reedley in Fresno County and the City of Dinuba in Tulare County.

That year, the City of Dinuba established the “Dinuba Connection” route that connects Dinuba residents to the City of Reedley and vice versa. Stops on this route include Reedley, Reedley Hospital, Department of Motor Vehicles (DMV), and Walmart. Since its inception, this route has been very successful, averaging 2,000 rides per month.

The operation of this route is made possible by a partnership with the Fresno County Rural Transit Agency (FCRTA). Historically, the City of Dinuba and FCRTA each pays for their share of the riders that use the Dinuba Connection. The City of Dinuba’s share of this cost is partially funded by Measure R and Federal Transit Administration (FTA) Section 5311.

For FY 21-22, FCRTA has once again agreed to pay up to \$51,000 for expenses such as contractual services, fleet repair and maintenance, and fuel. This represents about 25% of the annual cost to operate the Dinuba Connection route, less farebox revenue.

The terms of TCRTA’s arrangement with FCRTA are memorialized in the Agreement enclosed herein as Attachment A.

It is recommended that the Board:

1. Approve the FY 21-22 Fresno County Rural Transit Agency Agreement for the Dinuba Connection Transit Route in the amount of \$51,000; and
2. Authorize the Executive Director to execute said Agreement.

ATTACHMENT:

- A. FCRTA FY 21-22 Agreement

2021-2022
AGREEMENT BETWEEN
TULARE COUNTY REGIONAL TRANSIT AGENCY
AND
THE FRESNO COUNTY RURAL TRANSIT AGENCY

This Agreement made and entered into this 30th day of June 2021 by and between the Tulare County Regional Transit Agency, a California joint powers authority, hereinafter referred to as "Contractor", and the Fresno County Rural Transit Agency, a California joint powers authority, hereinafter referred to as "FCRTA". The Contractor and the FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the updated 2018 Regional Transportation Plan for Fresno County, (adopted: July 26, 2018) 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: 2022-2026 with a proposed adoption date of June 24, 2021 by the Fresno Council of Governments ("Fresno COG") 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 Contractor 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 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 Two Hundred and Thirteen Thousand One Hundred Fifty Seven Dollars (\$213,157.00), and the two Parties agree as herein provided that the Contractor shall pay at least One Hundred and Sixty-two Thousand One Hundred and Fifty Seven Dollars (\$162,157.00) of that total cost, and the 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 it 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 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, 2021 through June 30, 2022. 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 Contractor, 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. The 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 Contractor: 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 and accounting of all fares. The Contractor shall remit on a monthly basis ten percent (10%) of the fares collected to the 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.

F. Indemnification

The Contractor agrees to indemnify, save, hold harmless, and defend the FCRTA, its boards, committees, representatives, officer, 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, of any nature whatsoever arising out of or in any way contacted to Contractor's performance of this Agreement.

ARTICLE III. BILLING AND PAYMENT FOR SERVICE

Subject to the maximum compensation of Fifty-One Thousand Dollars (\$51,000.00), 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 the FCRTA, subject to the maximum amount payable of Fifty-One Thousand Dollars (\$51,000.00). 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. 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 VII. 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

Richard Tree, Executive Director Name and Title of Contractor's Authorized Official

_____ Date

ARTICLE VII. 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. The 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 the 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 IX. 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. The Contractor's failure to so comply shall constitute a material breach of this Contract.

ARTICLE X. 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 XI. 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 XII. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government:

- A. The FCRTA and the 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 XIII. 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 XIV. 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 XV. 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 XVI. 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 XVII. BREACHES AND DISPUTE RESOLUTION 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 the 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 or damage. Nothing in this Agreement shall be construed to waive any claims presentation requirements arising under the law, including under California Government Claims Act (Gov. Code §§ 810 – 996.6).

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 County of Fresno, State of California. If the Parties mutually agree to arbitration, the Parties shall mutually agree to a single arbitrator that is qualified and has an operating office located in Fresno County.

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 the 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 XVIII. 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 XIX . 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 XX. 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 XXI. 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 the FCRTA. The Contractor shall promptly submit its claim for such costs to the 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 the FCRTA. The FCRTA shall have no obligation to respond to or pay claims for payment from Contractor received by the FCRTA more than thirty

(30) days after the date written notice of termination is provided by the FCRTA. Contractor shall return to the FCRTA any property owned by the FCRTA within thirty (30) days after the date written notice of termination is provided by the 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 the FCRTA to the Contractor. Upon termination of this Agreement by the 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 the Contractor fails to remedy to the 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 the Contractor of written notice from the FCRTA setting forth the nature of said default, the FCRTA shall have the right to terminate the Agreement without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the FCRTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.
- D. Waiver of Remedies for any Breach. In the event that the FCRTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by the FCRTA shall not limit the 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, 2022 unless extended by the written consent of both Parties.

ARTICLE XXII. COMPLETE AGREEMENT

This Agreement 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. Any modification of this Agreement will be effective only by a written instrument signed by both Parties. No waiver of any provision of this Agreement will be valid unless and until it is in writing and signed by the Party making the waiver. Waiver by either Party at any time of a breach or default of this Agreement shall not be deemed a waiver of or consent to a breach or default of the same or any other provision of this Agreement.

ARTICLE XXIII. ASSIGNMENT/TRANSFER

No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of the FCRTA.

ARTICLE XXIV. CHOICE OF LAW

This Agreement shall be enforced and interpreted under the laws of the State of California.

ARTICLE XXV. NOTICES

Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Any written notice to the FCRTA shall be send to:

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

Any written notice to the Contractor

Richard Tree, Executive Director
Tulare County Regional Transit Agency
210 N. Church St., Suite B
Visalia, CA 93291

For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies, any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

ARTICLE XXVI. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, void, or unenforceable by decision in binding arbitration or in a final judgment by a court of competent jurisdiction, each and every other provisions hereof shall remain in full force and effect.

ARTICLE XXVII. REPRESENTATION BY COUNSEL

Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE XXVIII. CONSTRUCTION OF AGREEMENT

The Parties hereby acknowledge that they and their respective counsel have cooperated in the drafting and preparation of this Agreement, for which reason this agreement shall not be construed against any Party as the drafter thereof.

ARTICLE XXIX. AUTHORITY TO EXECUTE

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the

other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

ARTICLE XXX. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

[Signature Page Follows]

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

TULARE COUNTY REGIONAL TRANSIT AGENCY

By _____
Richard Tree, Executive Director

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:

DANIEL C. CEDERBERG, County Counsel

E-Signed by
Bryan D. Rome
on June 9, 2021

By Bryan D. Rome
Legal Attest: Bryan Rome, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF TULARE COUNTY REGIONAL TRANSIT AGENCY:

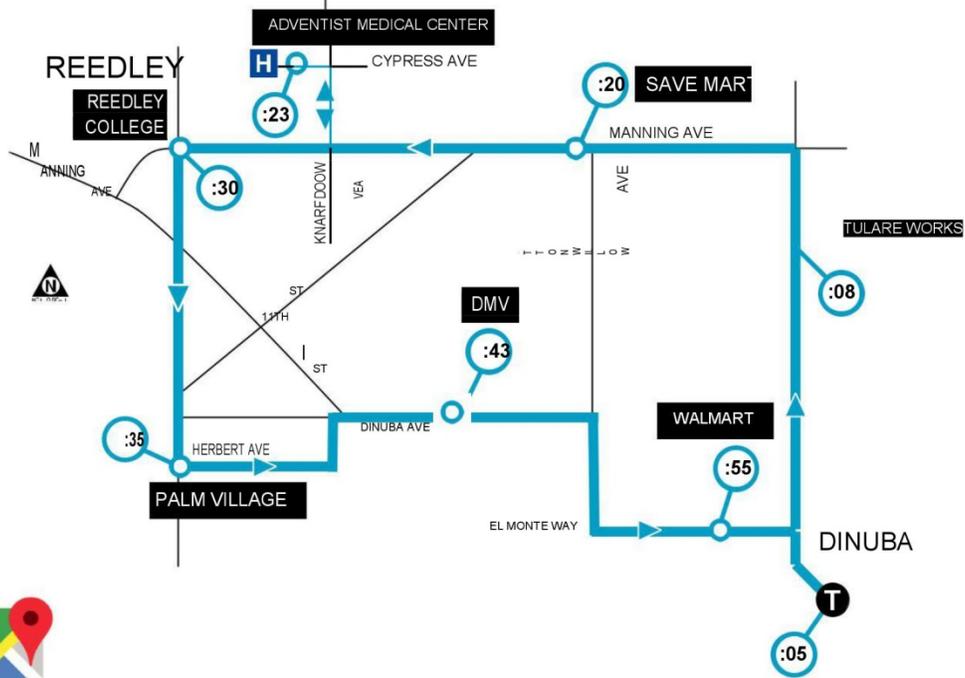
County Counsel

By _____

Legal Attest: Jeff Kuhn, Chief Deputy County Counsel

Exhibit-1
TCRTA Inter-County Service Area Map

Dinuba Connection



Dinuba / Reedley Route

Winter and Summer Schedule / Horario de Invierno y Verano

Stop Times / Hora de Paradas

	Transit Center	Tulare Works	SaveMart	Adventist Medical Center	Reedley College	Palm Village	DMV	Walmart
	7:05 a.m.	7:08 a.m.	7:20 a.m.	7:23 a.m.	7:30 a.m.	7:35 a.m.	7:43 a.m.	7:55 a.m.
	8:05 a.m.	8:08 a.m.	8:20 a.m.	8:23 a.m.	8:30 a.m.	8:35 a.m.	8:43 a.m.	8:55 a.m.
	9:05 a.m.	9:08 a.m.	9:20 a.m.	9:23 a.m.	9:30 a.m.	9:35 a.m.	9:43 a.m.	9:55 a.m.
	10:05 a.m.	10:08 a.m.	10:20 a.m.	10:23 a.m.	10:30 a.m.	10:35 a.m.	10:43 a.m.	10:55 a.m.
	11:05 a.m.	11:08 a.m.	11:20 a.m.	11:23 a.m.	11:30 a.m.	11:35 a.m.	11:43 a.m.	11:55 a.m.
	12:05 p.m.	12:08 p.m.	12:20 p.m.	12:23 p.m.	12:30 p.m.	12:35 p.m.	12:43 p.m.	12:55 p.m.
	1:05 p.m.	1:08 p.m.	1:20 p.m.	1:23 p.m.	1:30 p.m.	1:35 p.m.	1:43 p.m.	1:55 p.m.
	2:05 p.m.	2:08 p.m.	2:20 p.m.	2:23 p.m.	2:30 p.m.	2:35 p.m.	2:43 p.m.	2:55 p.m.
	3:05 p.m.	3:08 p.m.	3:20 p.m.	3:23 p.m.	3:30 p.m.	3:35 p.m.	3:43 p.m.	3:55 p.m.
	4:05 p.m.	4:08 p.m.	4:20 p.m.	4:23 p.m.	4:30 p.m.	4:35 p.m.	4:43 p.m.	4:55 p.m.
	5:05 p.m.	5:08 p.m.	5:20 p.m.	5:23 p.m.	5:30 p.m.	5:35 p.m.	5:43 p.m.	5:55 p.m.
	6:05 p.m.	6:08 p.m.	6:20 p.m.	6:23 p.m.	6:30 p.m.	6:35 p.m.	6:43 p.m.	6:55 p.m.
	7:05 p.m.	7:08 p.m.	7:20 p.m.	7:23 p.m.	7:30 p.m.	7:35 p.m.	7:43 p.m.	7:55 p.m.
	8:05 p.m.	8:08 p.m.	8:20 p.m.	8:23 p.m.	8:30 p.m.	8:35 p.m.	8:43 p.m.	8:55 p.m.

Disclosure of Lobbying Activities

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

<p>1. Type of Federal Action: a. contract __a__ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application __c__ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing __a__ b. material change For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___X___ Subawardee Tier_____, if Known: Congressional District, if known:</p>		<p>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</p>
<p>6. Federal Department/Agency: Federal Transit Administration</p>	<p>7. Federal Program Name/Description: FTA Section 5311 CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ 51,000.00</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> None</p>	
<p>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.</p>		
<p>Federal Use Only</p>		<p>Signature: _____ Print Name: Richard Tree Title: Executive Director Telephone No.: 559-623-0452 Date: 6/30/21 Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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AGENDA ITEM VI C

June 21, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Lease Agreement with City of Tulare for the Tulare Transit Center at a monthly rate of \$1,680.

DISCUSSION:

At its meeting on May 17, 2021, the Board approved a Memorandum of Understanding (MOU) with the City of Tulare to operate the City of Tulare Transit System. TCRTA will be responsible for the administration and operation of the Tulare Transit System, and will assume the existing third party service agreements with MV Transportation, Inc. for daily operation, maintenance, and staffing at the Tulare Transit Center.

The terms of the Tulare Transit Center Lease Agreement with the City of Tulare are memorialized in the Agreement enclosed herein as Attachment A. The proposed effective date is July 1, 2021 and terminate on June 30, 2023, with an option to extend to June 30, 2024.

The proposed monthly lease of the building is \$1,680, in which the City of Tulare will be responsible for all ongoing maintenance, preventative maintenance, repair, and all utilities. If the lease extension is exercised, the monthly rent amount will be adjusted by an increase of 3%, at the beginning of the lease extension.

It is recommended that the Board:

1. Approve the Lease Agreement with the City of Tulare for the Tulare Transit Center at a monthly rate of \$1,680; and
2. Authorize the Board Chair and Executive Director to execute said Agreement.

ATTACHMENT:

- A. Lease Agreement

**LEASE AGREEMENT FOR PROPERTY LOCATED AT
360 NORTH K STREET, TULARE, CA 93274**

This Lease Agreement (the "Agreement") is entered into on July 1, 2021, between the CITY OF TULARE referred to as "LESSOR"; and the TULARE COUNTY REGIONAL TRANSIT AGENCY (TCRTA), referred to as "LESSEE", with reference to the following:

WHEREAS, City of Tulare is willing to allow TCRTA and its third party operator staff to administer and operate the Tulare Transit System and use the space located at 360 N. K Street, and TCRTA is willing to compensate the City of Tulare for the use of said space;

NOW, therefore, the Parties agree as follows:

1. **LEASE.** LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property located at 360 North K Street in the City of Tulare, consisting of approximately 2400 sq. ft. for a shared Transit Center (the "Premises"), together with any amount of necessary dedicated space for Tulare County Transit as defined in Exhibit A. Specifically, LESSOR agrees that this Lease shall allow LESSEE to access shared space for up to 25 parking spaces. A floor plan for the maintenance area is attached hereto as Exhibit A and incorporated by this reference.

2. **TERM/EFFECTIVE DATE.** The term shall be effective on July 1, 2021, the "Effective date," and terminate twenty-four (24) months thereafter. LESSEE will have the option and right to renew the lease for an additional twelve (12) month term with a maximum term of thirty-six (36) months, upon the same terms and conditions by providing a written notice prior to the end of the term. During LESSEE's tenancy, LESSEE shall pay all rent required by this Agreement, and all other provisions of this Agreement shall remain in effect, unless and until such provisions are amended in writing by both Parties.

3. **RENT.** Except as otherwise provided herein, LESSEE shall pay to LESSOR monthly rent, without deduction, set off, prior notice, or demand the sum of ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680.00) MONTHLY for the use of the Premises; payable in advance on the first day of each month and continuing during any term. Rent shall be prorated for any partial month at the rate of 1/30th of the monthly rent per day. If the lease extension is exercised, the monthly rent amounts shall be adjusted once by an increase of three percent (3%), at the beginning of the lease extension.

4. **DELIVERING POSSESSION.** LESSOR shall deliver the Premises in good condition to LESSEE on the Effective Date. Notwithstanding anything to the contrary contained in this Agreement, if the LESSOR fails to deliver the Premises on the Effective Date this lease shall not be void or voidable. However, LESSEE shall not be responsible for Rent until LESSOR delivers the Premises to LESSEE in good condition.

5. **USE.** LESSEE shall use the Premises as a Transit Center where LESSEE's contractor will repair, maintain, dispatch, and store busses. In addition, LESSEE's

contractor. It is mutually understood that use of the Premises shall be shared between LESSOR and LESSEE. LESSEE shall not use the Premises in any manner that will constitute waste or nuisance.

6. MAINTENANCE.

a. LESSOR will provide, at LESSOR's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

i. The structural parts of the building and other improvements in which the Premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;

ii. The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

iii. Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located;

iv. Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises;

1. The HVAC shall be inspected at least once every twelve (12) months, and problems found during these inspections shall be corrected within thirty (30) days from discovery.

2. Inspections and maintenance of the HVAC system shall be documented in writing. LESSOR shall record the name of the individual(s) inspecting and/or maintaining the system, the date of any inspections and maintenance, and the specific finding and action taken. LESSOR shall ensure that the records are kept for at least five (5) years.

v. Light fixtures and replacement bulbs;

vi. Pest control;

vii. Fire Extinguishers and related signs;

viii. Grounds services.

b. LESSOR will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the tenancy, at no cost to LESSEE, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire

suppression equipment and related signage.

c. In case of emergency, LESSOR will take immediate steps to protect persons and property. If the LESSOR does not take the necessary steps, LESSEE will have the right to repair or contract to repair and to be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE's delivery to LESSOR of a written statement or bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from subsequent monthly rent payments.

d. Except for cases of emergency, LESSOR will make all repairs as soon as possible. In the event LESSOR does not make repairs referred to in a written notice from LESSEE to LESSOR within thirty (30) days after date of notice, LESSEE has the right to repair or contract to repair and be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE's delivery to LESSOR of a written statement or bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from subsequent monthly rent payments.

7. **ALTERATIONS.** Except as otherwise provided, LESSEE shall not make any structural or exterior alterations to the Premises without LESSOR's consent which will not be unreasonably withheld or delayed. LESSEE shall have the right to make, with LESSOR's consent and without cost to LESSOR, nonstructural alterations to the interior of the Premises that LESSEE requires in order to conduct its operations on the Premises. Again, such consent will not be unreasonably withheld or delayed.

Upon termination of the tenancy, LESSEE shall have the right to remove from the Premises immediately before the termination of the tenancy, or within thirty (30) days thereafter, any alterations LESSEE has made to the Premises, as long as the removal will not cause any structural damage to the Premises, and LESSEE at its cost promptly restores any damage caused by the removal and restores premises to its original state.

8. **MECHANICS LIENS.** LESSEE shall pay all costs for construction done by it or caused to be done by it on the Premises, as permitted under this Agreement. LESSEE shall keep the building, other improvements, and land on which the Premises are located free and clear of all mechanics liens resulting from construction done by or for LESSEE.

9. **DISCLOSURES.** Prior to delivering possession of the Premises, and throughout the tenancy, LESSOR shall make any and all legally required disclosures to LESSEE, including, but not limited to, disclosures of hazardous substances or materials.

10. **UTILITIES.** LESSOR shall pay for, all utilities and services furnished or to be used by LESSEE and LESSOR, including, without limitation, gas, electricity, water, trash collection, and all connection charges therefor. LESSOR shall pay the expense of all interior janitorial services not already covered by LESSEE and LESSOR's shared vendor. LESSEE and LESSOR shall separately be responsible and pay the cost of installation of any and all telephones lines or data services they independently require, which are not

covered by LESSEE and LESSOR's shared vendor.

11. MUTUAL INDEMNITY. To the fullest extent permitted by law, LESSEE will hold harmless, defend and indemnify LESSOR from and against any liability, claims, actions, costs, damages or losses and expenses for injury, including without limitation, the death of any person or damage to any property, resulting from the negligent or intentionally wrongful acts or omissions of LESSEE or LESSEE's officers, agents, employees and contractors with respect to the Premises. LESSEE's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this lease, or any renewal or holdover period.

To the fullest extent permitted by law, LESSOR will hold harmless, defend and indemnify LESSEE and its officers, agents, volunteers, contractors and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, the death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by LESSOR, or under other applicable statute or ordinance; or resulting from LESSOR's or LESSOR's agents', employees', or contractors,' negligent or intentionally wrongful acts or omissions with respect to the Premises. LESSOR's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this lease, or any renewal or holdover period.

12. INSURANCE.

a. **LESSEE** - LESSOR acknowledges and agrees that LESSEE is a self-insured entity, and waives any requirement that LESSEE procure and/or maintain third-party insurance of any kind, including liability and/or fire/extended coverage insurance. During the term of the Agreement, the LESSEE must maintain self-insurance coverages outlined in Exhibit B, attached hereto and incorporated by reference.

b. **LESSOR** - LESSEE acknowledges and agrees that LESSOR is a self-insured entity, and waives any requirement that LESSOR procure and/or maintain third-party insurance of any kind, including liability and/or fire/extended coverage insurance. During the term of this Agreement, the LESSOR must maintain the self-insurance coverages outlined within Exhibit B.

13. DESTRUCTION. In the event the Premises, or the building or other facilities in which the leased space is located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for LESSEE's use, in whole or in part, LESSEE shall be entitled to a reduction in the rental during the period that such part remains unrepaired or unrestored, in the proportion of the amount of floor space unfit for occupancy to the total floor space included in the lease; provided, however, that if it should reasonably appear that LESSOR cannot or will not restore or repair the Premises within ninety (90) days from the date of such damage, either Party shall be entitled to terminate the lease by giving the other Party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

14. **CONDEMNATION.** If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or the land of which the Premises are a part, or any interest in the tenancy, the rights and obligations of the Parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking, and LESSEE shall be entitled to a refund of any rent paid in advance;

b. If only a portion of the Premises is taken by condemnation, the tenancy shall remain in effect, except that: (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the taking; and (ii) LESSEE may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

15. **ASSIGNMENT.** LESSEE may only assign or encumber its interest in the tenancy, or sublease all or any part of the Premises, to another public agency, but may not do so without the consent of LESSOR, which such consent shall not be unreasonably withheld.

16. **DEFAULT.** The occurrence of any of the following shall constitute a default by LESSEE:

a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to LESSEE;

b. LESSEE's abandonment and vacation of the Premises;

c. Failure to perform any other provision of this Agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to LESSEE.

Notices given under this section shall specify the alleged default and the applicable provisions of this Agreement, and shall demand that LESSEE perform the provisions within the applicable period of time, or quit the Premises.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the Parties shall have the remedies now or later allowed by law.

17. **SIGNS.** LESSEE may not install, or permit any other person to install, any sign, awning, canopy, marquee, or other advertising on any exterior wall, door, or window on the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld. On the termination of the tenancy, LESSOR may remove and destroy any items which were permitted to be installed in accordance with the terms of

this section. Any and all signs installed by LESSEE shall comply with local ordinances.

18. **LESSOR'S ENTRY ON PREMISES.** LESSOR and its authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to LESSEE, for any of the following purposes:

a. To determine whether the Premises are in good condition and whether LESSEE is complying with the obligations under this Agreement;

b. To do any necessary maintenance and to make any restoration to the Premises or the building and other improvements in which the Premises are located that LESSOR has the right or obligation to perform;

c. To serve, post, or keep posted any notices required or permitted under this Agreement;

d. To show the Premises to prospective brokers, agents, buyers, and prospective lessees at any time during the tenancy.

19. **SURRENDER.** On expiration or other termination of the tenancy, LESSEE shall surrender the Premises to LESSOR in good condition, ordinary wear and tear excepted. LESSEE shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

20. **HOLDING OVER.** If LESSEE, with LESSOR's consent, remains in possession of the Premises after the expiration of the initial lease term or the renewal period, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either Party, otherwise on the same terms and conditions provided for by this Agreement.

21. **TERMINATION FOR CAUSE.** Either Party may terminate this Agreement for cause upon ten (10) days' prior written notice to the other Party. For purposes of this section, "cause" shall be defined as the failure of either Party to remedy any material breach of the Agreement within thirty (30) days' written notice of the breach.

22. **REDUCTION OF LESSEE'S FUNDING.** LESSOR expressly understands and agrees that LESSEE is dependent upon certain Federal and/or State funding to pay the rent provided in this Agreement. If such Federal and/or State funding is discontinued and/or reduced, LESSEE shall have the right to: (a) reduce the amount of office space occupied by LESSEE, or (2) terminate the tenancy under this Agreement upon not less than thirty (30) days' written notice.

In the event of a reduction in the amount of office space, the monthly rent shall be reduced by an amount equal to the ratio of the total remaining occupied office space in square feet divided by the total office space in square feet previously occupied by LESSEE.

23. **SUCCESSORS.** This agreement shall be binding on, and inure to, the benefit

of the Parties, their successors and assigns, except as otherwise limited by this Agreement.

24. **NOTICE.** Any payment, notice, demand, request, consent, approval or other communication required or permitted under this Agreement shall be in writing and must be either delivered in person (during normal business hours) or sent by certified mail, postage prepaid, to the follow addresses:

LESSEE:

Executive Director
Tulare County Regional Transit Agency
210 N. Church St., Suite B
Visalia, CA 93291
559-623-0452

LESSOR:

City Manager
City Of Tulare
411 East Kern Avenue
Tulare, CA 93274
559-685-2300

With a Copy to:

Mario U. Zamora
Griswold LaSalle
111 E. Seventh Street
Hanford, CA 93230
559-584-6656
800-948-6085 - Fax

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

25. **WAIVER.** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

26. **EXHIBITS.** All exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

27. **INTEGRATION.** This instrument contains all the agreements of the Parties relating to the Premises and cannot be modified or amended except by a subsequent agreement in writing.

28. **NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.

29. **GOVERNING LAW.** This Agreement will be interpreted and governed under

the laws of the State of California without reference to California conflicts of law principles.

30. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

31. **INTERPRETATION.** This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

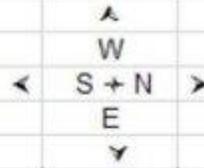
32. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement will continue in full force and effect.

33. **AUTHORITY.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

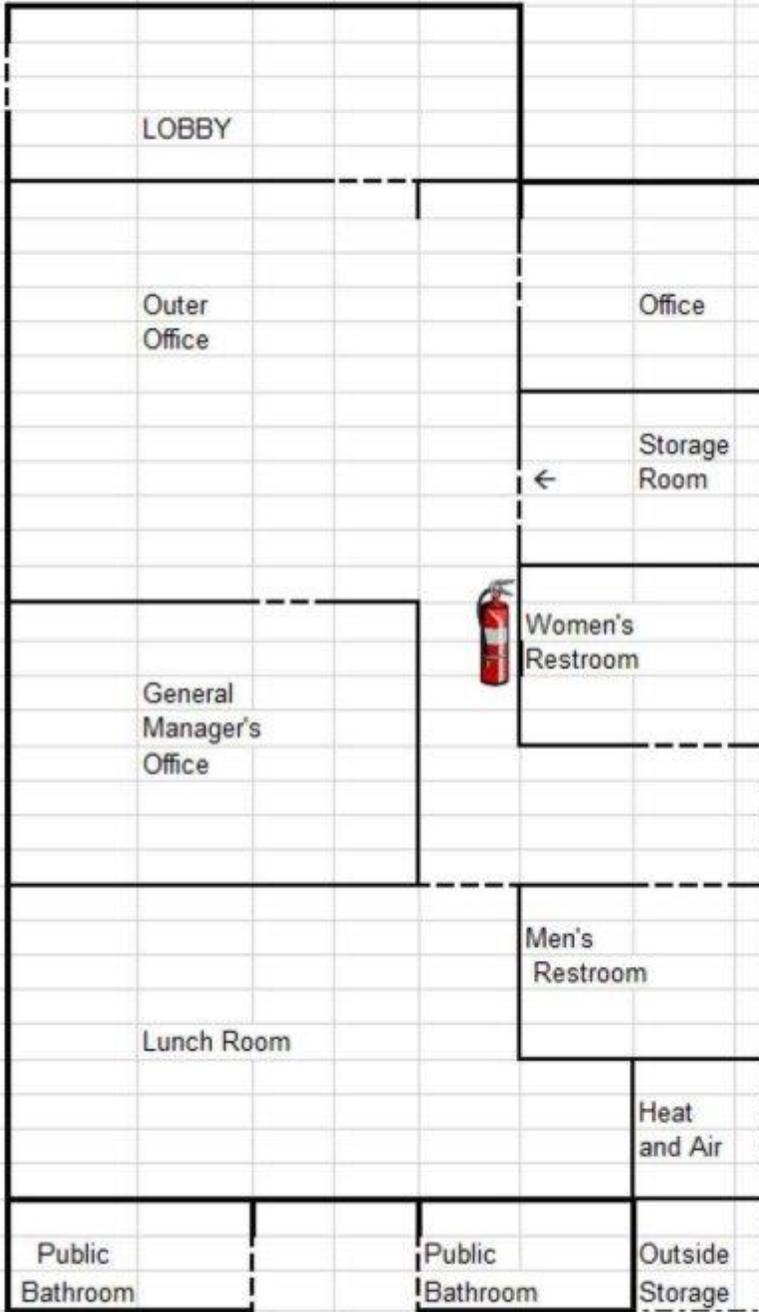
34. **EXECUTION BY COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same Agreement.

[The Remainder of this Page is Intentionally Left Blank, with Signature Page to Follow]

EXHIBIT A
360 NORTH K STREET
TRANSIT CENTER



S
A
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T
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L



Drawing not to Scale

Tulare Sand Fe Trail

360 N. K St



EXHIBIT B

Insurance Requirements

LEASES WITH COUNTY AS LESSEE

INSURANCE REQUIREMENTS

LESSOR shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LESSEE, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance against all risks of loss on all real property being leased, that the COUNTY owns, including improvements and betterment. Limits of full replacement cost with no coinsurance penalty provision.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. The General Liability and Property Insurance policies must be endorsed and endorsements must be provided to COUNTY reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of*

the including materials, parts, or equipment furnished in connection with such work or operations in the form of an endorsement to the LESSOR's policy at least as broad as ISO CG 20 10.

b. For claims related to this lease, the LESSOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LESSOR's insurance and shall not contribute with it.

c. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

d. LESSOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LESSOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the LESSOR, its employees, agents and subcontractors. LESSOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LESSOR shall file with the Tulare County Board of Supervisors, certificates of insurance with original

endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LESSOR

LESSEE

Date: _____

Date: _____

By: _____

Rob Hunt,
City Manager
City of Tulare

By: _____

Richard Tree
Executive Director
Tulare County Regional Transit Agency

Attest:

Date: _____

By: _____

Roxanne Yoder,
City Clerk for the City of Tulare

Approved as to Form:

Date: _____

Date: _____

By: _____

Mario U. Zamora, City Attorney

By: _____

Deputy County Counsel

AGENDA ITEM VI-D

June 21, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve travel and attendance to 2021 CALACT Autumn Conference & Expo.

DISCUSSION:

The California Association for Coordinated Transportation (CALACT) will be having its first in-person conference, since 2019, on October 26, 2021 through October 29, 2021 at the Monterey Plaza in Monterey, California.

CALACT, which TCRTA is a member, hosts two state-wide transit conference each year. A typical conference agenda focuses on legislative initiatives, creating and sustaining public transportation, zero-emission planning, state and federal funding, and regulatory requirements. A majority of transit agencies attend these conferences each year to network and obtain continuing education.

Staff is recommending that a Director be selected to attend, with the Executive Director, the 2021 Autumn Conference & Expo to introduce and educate staff on various topics affecting public transportation today.

Registration and room blocking opens up July 7, 2021 with early bird discounts. Registration costs will increase over time and room availability at the discounted conference rate is based on limited availability and on a first come first serve basis.

A website link to CALACT Conferences is below:

<https://www.calact.org/conferences>

It is recommended that the Board:

1. Select and approve a Director to attend the 2021 CALACT Autumn Conference & Expo at a total cost of \$1,754.20; and
2. Approve Executive Director to attend the 2021 CALACT Autumn Conference & Expo at a total cost of \$1,754.20.

ATTACHMENT:

- A. 2021 CALACT Autumn Conference & Expo Expense Worksheet

2021 CALACT CONFERENCE EXPENSE WORKSHEET

Registration Cost:	\$ 450.00	
Mileage Cost:	\$ 224.00	*2021 IRS Standard Rate (\$0.56)
Hotel Cost:	\$ 706.20	*CalACT Negotiated Rate (\$214 + taxes)
Meal Cost:	\$ 114.00	*2021 IRS First & Last Day of Travel Per Diem
	\$ 152.00	*2021 IRS Meals & Incidentals Per Diem
Parking Cost:	\$ 108.00	
Total Cost:	\$ 1,754.20	*Amounts are estimates