

Memorandum of Understanding
Between
Fresno Council of Governments (FCOG)
And
Yosemite Area Regional Transportation System (YARTS)

This AGREEMENT, made and entered into this ____ day of _____, 2014 by and between the FRESNO COUNCIL OF GOVERNMENTS, 2035 Tulare St., Suite 201, Fresno, California 93721, a joint powers Public Agency (hereafter referred to as "FCOG"), and Yosemite Area Regional Transportation System Authority (Authority), a California Joint Powers Authority (hereafter referred to as YARTS). FCOG and YARTS may be referred to hereafter individually as a "PARTY" or collectively as "PARTIES".

Article I, Background and Authority

Whereas, the Fresno Council of Governments (COG) desires to see the establishment of public transit service on Hwy 41 between the city of Fresno and Yosemite National Park; and

Whereas, the FCOG has completed and approved the "Yosemite, Sequoia and Kings Canyon (SEKI) National Park Transit Market Assessment & Feasibility Study" in 2011 and a "Draft Service Plan for Fresno-Yosemite Transit Service" in 2013, with the Yosemite Transit Plan recommending that the proposed service be provided by the Yosemite Area Regional Transportation System (YARTS); and

Whereas, the Yosemite Area Regional Transportation System Authority (Authority), a Joint Powers Authority, was formed expressly for the purpose of providing public transportation in the Yosemite region; and

Whereas, the Yosemite Area Regional Transportation System (YARTS) has fifteen years of successful experience in providing service to Yosemite National Park; and

Whereas, there is a willingness on the part of YARTS to work with the FCOG to initiate the Yosemite service on Hwy 41; and

Whereas, the start of the YARTS Fresno/Yosemite Transit Service is currently targeted to begin in spring of 2015;

Therefore, the Parties agree as follows:

Article II, Statement of Work

Communications

The FCOG will designate a person or persons that will be the primary point of contact for the YARTS Transit Manager to conduct business with, during the normal planning and operation of the service.

Funding/Billing

Both Parties shall perform their respective obligations under this MOU without compensation. The FCOG, as the primary designated project sponsor and YARTS may enter into separate funding agreements to plan and administer the operations, maintenance, marketing, outreach, and acquisition of capital projects, and provide for invoicing and reimbursement to YARTS.

YARTS will create a separate accounting for the YARTS Fresno/Yosemite Transit Service so that financial transactions are not comingled with other YARTS provided service. YARTS will provide quarterly financial statements to FCOG on the operations of the YARTS Fresno/Yosemite Transit Service. Any revenues generated by YARTS in the operation of the YARTS Fresno/Yosemite Transit Service will be retained and used in the operations of the service.

YARTS will continue to work with the National Park Service to assure the funding commitment to YARTS for this service is still in effect.

YARTS will continue to work with Amtrak toward the goal of establishing Amtrak Thruway service and, if possible, contracting in a way that will produce revenue to the project.

YARTS will pursue the interest of the Chukchansi Gold Resort and Casino as a funding partner for the project.

In preparing for the start of the service, YARTS will review the conceptual fare structure in the draft service plan and recommend a final fare plan with the intent of producing fare box recovery in keeping with other YARTS operations.

All of the costs of the planning and operation of the YARTS Fresno/Yosemite Transit Service will be borne by the FCOG and there will be no expense to YARTS from the project.

Route and scheduling

YARTS will move the draft service plan beyond the concept status and do field testing of the routing and schedule as proposed in the Draft Service Plan including a proposed schedule for the COG approval.

YARTS will work with the FCOG to confirm the bus stop locations in the city of Fresno, along the Hwy 41 corridor, specifically in Oakhurst, and establish permission from the property owner for the use of each. This work will include consultation from Caltrans as the owner/operators of the State Highway System.

YARTS will assemble a list of suggested capital projects for the route to be submitted to the COG for funding.

Administration/Marketing

The YARTS Short Range Transit Plan (SRTTP) generally guides the course of YARTS decision making process. YARTS will use that document as initial guidance for the implementation of the Hwy 41 service between Yosemite National Park and the City of Fresno.

Marketing of the Hwy 41 service should start as soon as the necessary eligible funding is committed for the project. The Fresno/Clovis Convention & Visitors Bureau, and their lodging members, would be a prime starting point for this effort as would the Fresno Yosemite International Airport. The existing YARTS web site and social media effort will enhance the marketing efforts and minimize effort and expense.

YARTS will work with Yosemite management to help with the announcements regarding the new service and possibly a “ribbon cutting” ceremony to publicize the actual start of service.

FCOG Participation on YARTS' Board of Commissioners and Authority Advisory Committee

In order to provide guidance for the management and operation of the Fresno-Yosemite Transit Service, FCOG shall appoint 2 Policy Board members to attend the YARTS Board of Commissioners meetings as non-voting members until such time as the YARTS JPA and Bylaws are amended to allow full membership.

In addition, the FCOG Executive Director shall appoint three (3) technical representatives to attend the YARTS Authority Advisory Committee [AAC] and provide guidance for the management and operation of the Fresno-Yosemite Transit Service, until such time as the YARTS AAC Bylaws are amended to allow Fresno County full AAC membership. Representatives to the AAC should be selected from areas such as transportation planning, visitor bureaus, economic development, tourism related business, or other such groups or

organizations that may add perspective and expertise to items being considered by the AAC from time to time.

Article III. INDEMNITY

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

Article IV. TERMINATION

This MOU will remain in force and effect until cancelled by either party with 90-day written notice. Termination of this agreement shall not invalidate obligations entered into by the PARTY'S pursuant to subsequent agreements to provide for funding and operations for the YARTS Fresno/Yosemite Transit Service.

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

FRESNO COUNCIL OF GOVERNMENTS

By _____
TONY BOREN, Executive Director

CONTRACTOR, YARTS

By _____
MARJIE KIRN, Executive Director

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FRESNO COUNCIL OF GOVERNMENTS:

DANIEL C. CEDERBORG, County Counsel

By _____
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF YARTS:

By _____
ROBERT HADEN, YARTS Counsel