



# Fresno County Rural Transit Agency

2035 Tulare Street, Suite 201, Fresno, CA 93721  
tel 559-233-6789 Fax 559-233-9645  
www.ruraltransit.org

## FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

### MEETING AGENDA

**DATE: Thursday, July 28, 2016**

**TIME:** 5:30pm, **AFTER** the *Fresno Council of Governments (FCOG) Meeting*

**PLACE:** FCOG / FCRTA Offices

Sequoia Conference Room

2035 Tulare Street, Suite 201

Fresno, CA 93721

*(Corner of Tulare and Van Ness Ave. - above Club One*

*Park in Underground Garage - Entrance off Tulare & Van Ness Ave.*

*Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,*

*Up Elevator to Second Floor, Left to Sequoia Conference Room*

#### **Americans with Disabilities Act (ADA) Accommodation**

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

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

#### **1. ROLL CALL**

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

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

#### **2. ACTION ITEMS**

- A. Approve Executive Minutes of June 30, 2016 (Attachment)
- B. Safety and Security Services Contracts with the Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma for FY 2016-17

**Summary:** The FCRTA is continuing the Safety and Security service for passengers and drivers in each of the rural Cities for the third year. This collaborative partnership has proven beneficial and continues to be very successful for both the Police Departments of each City and FCRTA. Our passenger incidents and 911 calls have decreased substantially over the two years this program has been in place. Each contract (attachment) has a \$4,000.00 annual payment for

#### **A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY**

THE CITIES OF: COALINGA, FIREBAUGH, FOWLER, HURON, KERMAN, KINGSBURG, MENDOTA, ORANGE COVE, PARLIER, REEDLEY, SANGER, SAN JOAQUIN, SELMA & FRESNO COUNTY

costs associated with providing this service of boarding buses when they are at a transit stop at least once per week.

**Action:** It is recommended that the attached contracts be approved with each City in the amount of \$4,000.00 for FY 2016-17.

C. Contracts with Reedley Community College and West Hills Community College-North District Campus (NDC) Firebaugh

**Summary:** These two (2) College routes started back in January of 2016 for the Spring Semester serving the respective communities in each College District. The Reedley College route serves Kingsburg, Selma, Fowler, Parlier and Reedley. The NDC route serves Kerman, San Joaquin, Tranquility, Mendota and Firebaugh. These are public transit routes that serve the general public with a destination to each College.

The Colleges are in a collaborative partnership with FCRTA in providing monthly bus passes and assisting with operating assistance for each respective route. The starting date is August 15, 2016 and run until May 26, 2017 with observance of Holidays, Christmas and Easter vacation. These routes have proven to be of great benefit to the students and Cities served, otherwise many students would be unable to attend College due to limited transportation and costs associated with a private automobile.

**Action:** It is recommended that the attached Contracts for Reedley Community College and West Hills Community College-NDC Firebaugh be approved by the Board of Directors for FY 2016-17.

**3. CLOSED SESSION**

A. Public Employee Performance Evaluation Government Code Section 54957 (b) (1)-Title: General Manager.

**4. AMENDMENT TO GENERAL MANAGER EMPLOYMENT AGREEMENT**

**Action:** Consider and approve amendment to employment agreement with General Manger

**5. OTHER BUSINESS**

A. Items from staff.

B. Items from members.

**6. ADJOURNMENT**

## FCRTA BOARD

### Executive Minutes

Thursday, June 30, 2016 at 5:30 PM after COG Policy Board Meeting  
COG Sequoia Conference Room  
2035 Tulare St., Suite 201, Fresno, CA

Members Attending: Mayor Ron Ramsey, City of Coalinga  
Mayor David Cardenas, City of Fowler  
Mayor Sylvia Chavez, City of Huron  
Mayor Pro Tem Gary Yep, City of Kerman  
Mayor Bruce Blayney, City of Kingsburg  
Mayor Robert Silva, City of Mendota  
Mayor Victor Lopez, City of Orange Cove  
Mayor Pro Tem Raul Villanueva, City of Parlier  
Councilmember Robert Beck, City of Reedley  
Mayor Pro Tem Amarpreet Dhaliwal, City of San Joaquin  
Mayor Scott Robertson, City of Selma  
Supervisor Henry Perea, County of Fresno

Moses Stites, General Manager  
Arthur Willie, County Counsel  
Trai Her-Cole, FCOG

Absent: Mayor Freddy Valdez, City of Firebaugh  
Mayor Pro Tem Raul Cantu, City of Sanger

**QUORUM:** At the start of the meeting there were 12 members present representing 89.46% of the population and there was a quorum to conduct business. (Coalinga, Fowler, Fresno County, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Selma)

The meeting was called to order at 6:40pm

#### 1. ROLL CALL

Public Presentations – none

#### 2. ACTION ITEMS

##### A. Approval of May 26, 2016 Board minutes

Mayor Lopez (Orange Cove) made a motion, seconded by Mayor Chavez (Huron) to approve the executive minutes of May 26, 2016. A vote was called for and the motion carried.

##### B. Fresno County Rural Transit Agency 2016-17 Annual Budget

Mr. Stites stated that the FCRTA Board of Directors initiated the 45 day review process at the April 28, 2016 Board meeting. No major changes were made to the document. The budget is approximately \$8.5million, \$1.8million of it will be going back to the member agencies, \$6.2million in carry over, and \$50,000 was allocated to support the safety and security services provided by the member agencies' police department at \$4,000 each. Additional changes include \$50,000 set aside for bus shelters, and \$80,000 for SJVAPCD to match the original funding request. The fares will not be increased again; seniors and the disabled will continue to ride for free without charge.

Following an expressed opportunity for public comment Councilmember Beck (Reedley) made a motion, seconded by Mayor Chavez (Huron) to adopt FY 2016-17 FCRTA budget and approval of Resolution No. 2016-06. A vote was called for and the motion carried.

### **C. Fresno County Rural Transit Agency Fiscal Year (FY) TDA/LTF Claim**

Mr. Stites reported that the FCRTA TDA claim is consistent with the proposed FY 2016-17 annual budget. The total claim is for \$4,976,863.00 to support the operations budget of \$8,540,103.00. The dollars are allocated proportionately to all member agencies.

Following an expressed opportunity for public comment Mayor Silva (Mendota) made a motion, seconded by Mayor Lopez (Orange Cove) to approve the TDA/LTF Claim of \$4,976,863.00 and approval of resolution No. 2016-10. A vote was called for and the motion carried.

### **D. Measure C extension Funding for the Fresno County Rural Transit Agency for 2016-17 Fiscal Year**

Mr. Stites stated that the FCRTA has processed the annual Measure C funding allocation claim form in the amount of \$2,881,400 which is the estimated revenue setting of 3.99% of \$72,215,532 for 2016-17. This funding allocation is included in the FCRTA annual 2016-17 budget for operations and capital expenditures. This funding is used to offset the fares for seniors and the disabled as they ride for free within each In-City subsystem.

Following an expressed opportunity for public comment Mayor Blayney (Kingsburg) made a motion, seconded by Mayor Lopez (Orange Cove) to approve the Certification and Claim for FY 2016-17 and Board resolution No. 2016-09. A vote was called for and the motion carried.

### **E. Fresno County Rural Transit Agency and the Fresno Economic Opportunities Commission (FEOC) as the Rural Consolidated Transportation Services Agency (CTSA) for FY 2016-17**

Mr. Stites reported that the FCRTA and FEOC are co-designated as the Rural CTSA under the Transportation Development Act (TDA) and are claiming \$506,607 for FY 2016-17. This has been reviewed by both agency staff and is consistent with the FCOG Overall Work Program and Budget and in accordance with claiming requirements by State law. Approximately \$175,000 is passed back to FCRTA to provide services to all member agencies.

Following an expressed opportunity for public comment Mayor Blayney (Kingsburg) made a motion, seconded by Mayor Lopez (Orange Cove) to approve Rural CTSA Funding Claim Resolution No. 2016-11. A vote was called for and the motion carried.

### **F. Grant application to the San Joaquin Valley Air Pollution Control District Charge Up Program for \$80,000**

Mr. Stites reported that FCRTA was awarded a LCTOP Grant in the amount of \$208,734 for Four (4) Electric vans and are applying for funding available through the charge up program from the Air District in the amount of \$80,000 to offset the overall costs of \$342,212 which leaves a balance of \$53,478 to be paid by the Local Measure program. Mandates are beginning to be put in place that require the use of electric buses, the technology for extended range for rural communities is not readily available yet, while it is currently available for the urbanized area at a lower speed. These electric vans will have a longer range of 80-120miles, with charging stations along the routes to be charged during layovers. These charging stations will also be available to the public as well. Every city will qualify for one of the charging units.

Mayor Lopez (Orange Cove) asked for an example of what and how much savings will be created. Mr. Stites responded that savings from electric vehicles include savings from fuel cost, the vehicle has no fluids which require less maintenance, and only batteries need to be changed out. Battery technology is continuing to change to become lighter and longer lasting.

Following an expressed opportunity for public comment Mayor Blayney (Kingsburg) made a motion, seconded by Mayor Pro Tem Yep (Kerman) to approve the submission of the Charge Up application to the Air District in the amount of \$80,000 and approval of Resolution No. 2016-08. A vote was called for and the motion carried.

### **G. Election of Chair and Vice Chair for FY 2016-17**

Supervisor Perea (Fresno County), seconded by Mayor Lopez (Orange Cove) motioned to continue with the Mayor Dhaliwal (San

Joaquin) serving as Chair, and Mayor Cardenas (Fowler) serving as Vice Chair. A vote was called for and the motion carried.

**3. OTHER BUSINESS**

**A. Items from staff.**

Mr. Stites reported the following items;

- Met with board appointed committee regarding employment agreement in June and will return in July with a recommendation.
- Currently working with Valley Children Hospital to coordinate a bus shelter in the City of Fowler to provide service to the south valley and hope to eventually connect with other intercity routes. Mayor Robertson (Selma) stated that Selma will be building a large medical complex as well and would like to see opportunities to connect these facilities.

**B. Item from members.**

Mayor Lopez (Orange Cove) announced that Fresno State will be hosting a Parents and Students day on campus, FCRTA will be providing transportation and encouraged all to attend.

**4. ADJOURNMENT**

Motion to adjourn made by Mayor Pro Tem Yep (Kerman), seconded by Mayor Blayney (Kingsburg). A vote was called for and the motion carried. Adjourn at 7:00pm

Respectfully Submitted,



Moses Stites, General Manager

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

This AGREEMENT, made and entered into this \_\_\_ day of July, 2016 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF FIREBAUGH, a California municipal corporation and general law city (hereafter referred to as "CITY").

**WITNESSETH:**

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

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

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

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

**I. CITY'S OBLIGATIONS**

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

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

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

## **II. FCRTA's OBLIGATIONS**

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

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

## **III. COMPENSATION AND INVOICING**

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$4,000.00.

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

## **IV. TERMINATION**

### **A. Termination Without Cause.**

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

### **B. Breach of Contract.**

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

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

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

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

## **V. INDEPENDENT CONTRACTOR**

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

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

## **VI. ASSIGNMENT**

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

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



**VII. BINDING NATURE OF AGREEMENT; MODIFICATION**

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

**VIII. INDEMNITY**

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

**IX. NON DISCRIMINATION AND DBE**

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

**X. INSURANCE**

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

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

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

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

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

- E. Workers compensation insurance as required by law.

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

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

## **XI. CONFLICT OF INTEREST**

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

## **XII. EFFECTIVE DATE, TERM**

This Agreement shall become effective as of the July 1, 2016 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2017, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

**XIII. NOTICES**

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

**FCRTA**

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

**CITY**

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City of Firebaugh  
1133 P Street  
Firebaugh , California 93622

**XIV. VENUE; GOVERNING LAW**

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

**XV. LEGAL AUTHORITY**

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

**XVI. DRUG FREE WORK PLACE**

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

**XVII. FEDERAL FUNDS**

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

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

FRESNO COUNTY RURAL TRANSIT

By \_\_\_\_\_  
MOSES STITES, General Manager

CITY OF FIREBAUGH

By \_\_\_\_\_

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

By \_\_\_\_\_  
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By \_\_\_\_\_  
DALE BACIGALUPI, CITY ATTORNEY

**AGREEMENT FOR SERVICES BETWEEN  
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE STATE CENTER  
COMMUNITY COLLEGE DISTRICT**

This AGREEMENT, made and entered into this \_\_\_ day of July, 2016 by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the STATE CENTER COMMUNITY COLLEGE DISTRICT, a California community college district (hereafter referred to as "DISTRICT").

**WITNESSETH:**

WHEREAS, it is necessary and desirable that the DISTRICT contract with FCRTA to provide general public transit services as described in this Agreement; and

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

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

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

**I. FCRTA'S OBLIGATIONS**

A. FCRTA shall provide one (1) 18 passenger wheelchair lift equipped bus for fixed route general public service serving the communities of Kingsburg, Selma, Fowler and Parlier in Fresno County. The route and locations of the stops along the route shall be determined by the FCRTA General Manager. The bus used to service this route will be open to members of the general public without regard to whether such persons are employed by, are students of, or are intended visitors of the DISTRICT's campus in Reedley.

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

**II. DISTRICT'S OBLIGATIONS**

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

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

### **III. COMPENSATION AND INVOICING**

A. FCRTA shall submit monthly invoices to DISTRICT for services rendered under this Agreement. Each invoice shall specify: (1) the total number of hours of service rendered during the period covered by the invoice; multiplied by (2) FCRTA'S approved billing rate of \$16.22 per hour, equaling (3) the amount owed to FCRTA for the services provided during the period covered by the invoice. Student monthly bus passes will also be part of the invoice.

B. DISTRICT shall remit payment to FCRTA for the amount specified in each invoice within 30 days of receipt of each invoice.

### **IV. TERMINATION**

#### **A. Termination Without Cause.**

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

#### **B. Breach of Contract.**

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

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;
3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

### **V. INDEPENDENT CONTRACTOR**

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

FCRTA shall perform its work and function. However, DISTRICT shall retain the right to administer this Agreement so as to verify that FCRTA is performing its obligations in accordance with the terms and conditions thereof. DISTRICT and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

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

#### **VI. BINDING NATURE OF AGREEMENT; MODIFICATION**

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

#### **VII. INDEMNITY**

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

#### **VIII. NON DISCRIMINATION AND DBE**

DISTRICT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. DISTRICT shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the DISTRICT

to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

## **IX. INSURANCE**

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

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.

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

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

- E. Workers compensation insurance as required by law.

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



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

**X. CONFLICT OF INTEREST**

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

**XI. EFFECTIVE DATE, TERM**

This Agreement shall become effective as of the July 1, 2016 date of its execution by the parties hereto and shall remain in full force and effect through June 30, 2017, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the parties hereto, this Agreement may be extended beyond that date.

**XII. NOTICES**

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

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

**DISTRICT**  
Dr. Sandra Caldwell  
President  
995 N Reed Ave.  
Reedley, Ca 93654

**XIII. VENUE; GOVERNING LAW**

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

**XIV. LEGAL AUTHORITY**

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

**XV. DRUG FREE WORK PLACE**

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

**XVI. FEDERAL FUNDS**

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

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

FRESNO COUNTY RURAL TRANSIT

By \_\_\_\_\_  
MOSES STITES, General Manager

DISTRICT

By \_\_\_\_\_

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

By \_\_\_\_\_  
ARTHUR WILLE, Senior Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF DISTRICT:

By \_\_\_\_\_