ATTACHMENT C

FRESNO COUNTY RURAL TRANSPORTATION AGENCY AGREEMENT

2021-22
AGREEMENT BETWEEN
KINGS COUNTY AREA PUBLIC 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 Kings County Area Public Transit Agency, a California joint powers authority, hereinafter referred to as "KART" or "Contractor", and the Fresno County Rural Transit Agency, a California joint powers joint powers authority, hereinafter referred to as "FCRTA". The Contractor and FCRTA are each a "Party" to this Agreement, and are collectively the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the updated Regional Transportation Plan for Fresno County, (adopted: July 26, 2018) proposes the provision of public transportation service between Laton in Fresno County and Hanford in Kings County and Fresno Medical Transit from Hanford through Laton to Fresno Area Hospitals;

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 (FCOG) to serve as the Plan which forecasts anticipated ridership, recommends provision of service five (5) days a week, (excepting holidays); and such service is to be provided by the Kings County Area Public Transit Agency (KCAPTA) doing business as the KART; and

WHEREAS, the KART also continues to provide weekday (Monday through Friday) round trip service between Hanford (Kings County) through Fresno County to Laton, Selma's Kaiser Clinic, Fowler's Valley Children's Hospital, Fresno's University Medical Center, Fresno's Veteran's Hospital, Fresno's Kaiser Hospital, and Valley Children's Hospital (Madera County); and

WHEREAS, the FCRTA continues to agree to share in the relative costs of each operation; and

WHEREAS, the County of Fresno has authorized the FCRTA to claim apportioned Local Transportation Funds to enable the FCRTA to assist in providing transit service to Laton in accordance with the SRTP for Laton; and

WHEREAS, the Parties have mutually negotiated this Agreement.

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. AWARD OF CONTRACT FOR LATON TRANSIT SERVICE TO THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY.

The FCRTA hereby engages the Contractor to provide public transportation service to the community of Laton, and from Kings County to medical facilities in Fresno County 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 $60,000.00.

ARTICLE II. DESCRIPTION OF SERVICE

A. General Provisions

The Contractor agrees to provide public transportation service: 1) in the Laton Area, such service shall include the operation of one (1) vehicle, provided by Contractor, for a total of four hundred and fifty seven (457) vehicle service hours, in accordance with the route and schedule described in Exhibit A, which is attached hereto and incorporated herein by reference (hereafter "Laton Transit"); and 2) inter-County medical transit service from Kings County to Fresno County, which shall include the operation of one (1) vehicle, provided by the Contractor for a total of one thousand five hundred and eighty two (1,582) vehicle service hours, in accordance with the route and schedule described in Exhibit B, which is attached hereto and incorporated herein by reference (hereafter, "Fresno Medical Transit"). The total service hours provided by the Contractor under this Agreement shall be a total of two thousand and thirty nine (2,039). The Contractor shall comply with all applicable laws and licensing requirements in the provision of services under this Agreement.

B. Fare Collection and Accounting

The Contractor shall be responsible for the collection, accounting, and shall retain the fares associated with this Agreement.

C. 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.

D. 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 the Contractor's performance of this Agreement.

ARTICLE III. BILLING AND PAYMENT FOR SERVICE

Subject to Article I, the Contractor shall submit an itemized accounting of the actual number of Laton Transit and Fresno Medical Transit service hours multiplied by $112.00 per vehicle service hour to be reflected in an invoice to the FCRTA. The FCRTA shall make payment within thirty (30) days from receipt of a properly completed invoice.

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 69 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. 1301

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. 1301 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 Agreement, the Contractor shall complete and submit separately the Standard Form--LLL, "Disclosure Form to Report Lobbying", attached hereto as Exhibit "C" and incorporated herein by this reference, 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

Angie Dow, Executive Director
Name and Title of Contractor's Authorized Official

_____ Date

ARTICLE VII. ACCESS TO RECORDS AND REPORTS - 49 U.S.C. 5330; 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 subrecipient 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, 2012) 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

Contract 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 therefor 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, the 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 contract 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 contract 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. 11306, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11306 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 be 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 therefor shall be made in writing to such other Party within a reasonable time after the first observance of such injury of 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 thereunder 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 thereunder, 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 the 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 the 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, 2011 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 - 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 the 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 the Contractor received by the FCRTA more than thirty (30) days after the date written notice of termination is provided by FCRTA. The 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, the FCRTA shall only be obligated to pay the Contractor the Agreement rate set forth in Section 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 KART

Angie Dow, Executive Director
Kings County Area Public Transit Agency
610 W 7th Street
Hanford, CA 93230

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. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

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

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

By_____
Angie Dow, Executive Director

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

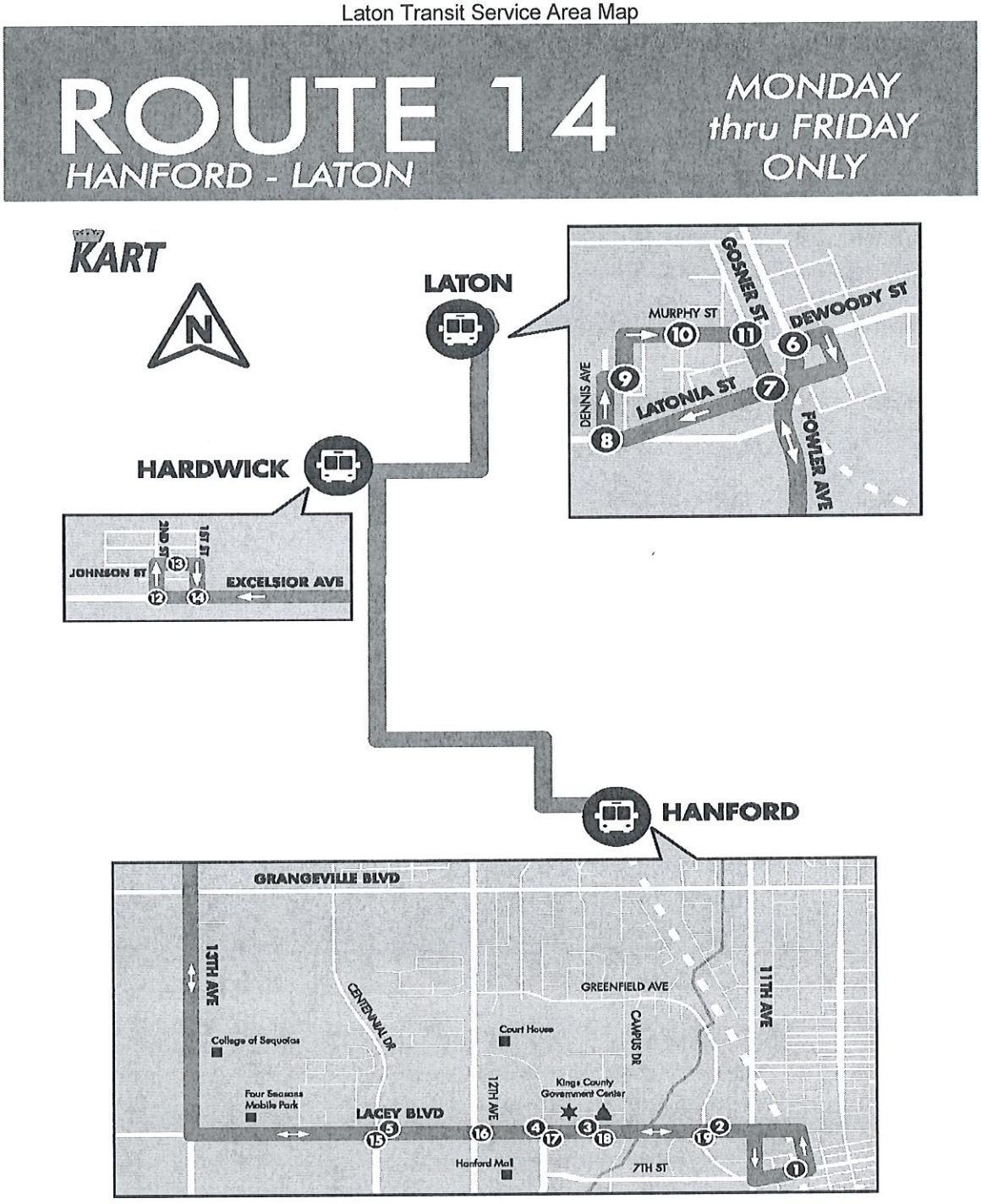
E-Signed by
Bryan D. Rome

By Bryan D. Rome on June 7, 2021
Legal Attest: Bryan Rome, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF THE KART:
Peltzer & Richardson Law Corporation

By_____
Legal Attest: Kenneth Richardson

Exhibit A
Laton Transit Service Area Map



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ROUTE 14

		A.M.	P.M.
KART Transit Center	1	8:55	2:00
Lacey @ Carl's Jr	2	8:55	2:00
Lacey @ Government Center	3	8:55	2:00
Lacey & Mall Dr	4	9:00	2:05
Lacey @ Centennial Plaza	5	9:00	2:05
De Woody @ Post Office	6	9:15	2:20
Latonia & Gosner	7	9:20	2:25
Dennis & Mt Whitney	8	9:20	2:25
Paloma & Renn	9	9:20	2:25
Murphy & Fatima	10	9:20	2:25
Murphy & Gosner	11	9:20	2:25
2nd & Excelsior	12	9:30	2:35
Johnson & 1st	13	9:30	2:35
1st & Excelsior	14	9:30	2:35
Lacey & Centennial (Drop only)	15	9:40	2:45
Lacey @ Hanford Mall (Drop only)	16	9:40	2:45
Lacey @ Cancer Center (Drop only)	17	9:45	2:50
Lacey @ Chubby's (Drop only)	18	9:45	2:50
Lacey & Greenfield (Drop only)	19	9:45	2:50
KART Transit Center	1	9:50	2:55

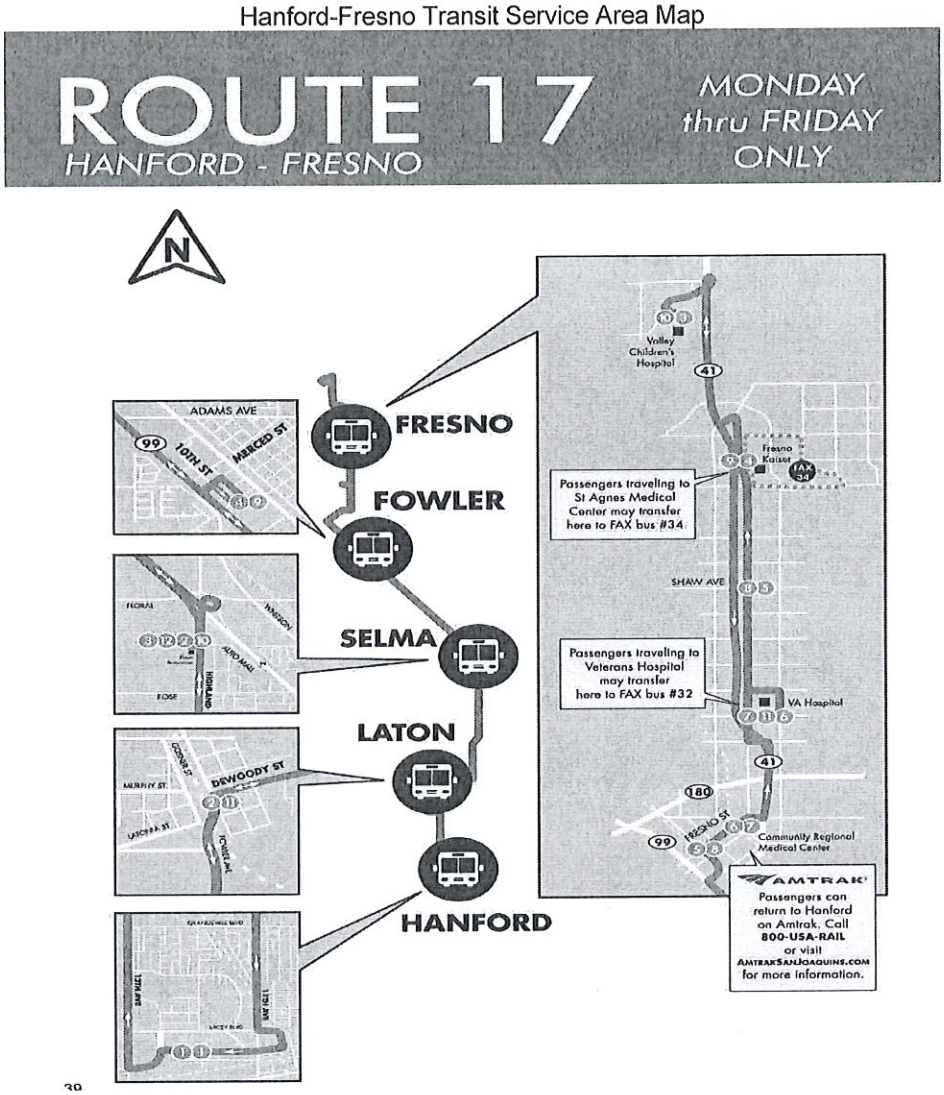
AM Service / *Servicio de AM*
PM Service / *Servicio de PM*

No SATURDAY service / *No servicio de SÁBADO*

Time points are an estimated time of arrival /
Momentos son un tiempo estimado de llegada

KART

Exhibit B
Hanford-Fresno Transit Service Area Map



MONDAY - FRIDAY

AM

Hanford Transfer Center	DeWoody @ Post Office	Selma Kaiser Hospital	Fowler Childrens Hospital	Fresno Fulton Mall	Community Regional Center	Fresno Veteran's Hospital	Fresno @ Shaw	Fresno Kaiser Hospital	Valley Children's Hospital	Fresno Veteran's Hospital	Selma Kaiser Hospital	Hanford Transfer Center
1	2	3	4	5	6	7	8	9	10	11	12	1
9:00	9:20	9:40	9:45	10:05	10:10	10:15	10:25	10:40	11:00	11:20	11:45	12:10

PM

Hanford Transfer Center	Selma Kaiser Hospital	Valley Childrens Hospital	Fresno Kaiser Hospital	Fresno @ Shaw	Fresno VA Hospital	Community Reginal Center	Fresno Fulton Mall	Fowler Childrens Hospital	Selma Kaiser Hospital	Across De Woody @ Post Office	Hanford Transit Cener	
1	2	3	4	5	6	7	8	9	10	11	1	
1:20	1:45	2:30	2:45	2:55	3:05	3:15	3:15	3:30	3:45	4:00	4:30	

Disclosure of Lobbying Activities

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

1. **Type of Federal Action:**	2. **Status of Federal Action:**	3. **Report Type:**
a. contract _a__ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application __c__ b. initial award c. post-award	a. initial filing __a__ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. **Name and Address of Reporting Entity:**	5. **If Reporting Entity in No. 4 is Subawardee,**
____ Prime __X__ Subawardee Tier_____, if Known: **Congressional District,** *if known*: **21**	Enter Name and Address of Prime: **Fresno County Rural Transit Agency** **2035 Tulare Street, Suite 201** **Fresno, CA 93721** **Congressional District,** *if known*: **21**
6. **Federal Department/Agency:** **Federal Transit Administration**	7. **Federal Program Name/Description:** **FTA Section 5311** CFDA Number, *if applicable*: _____
8. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* **$ 60,000.00**
10. a. **Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* **None**
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.	**Signature:** _____ **Print Name: Angie Dow** **Title: Executive Director** **Telephone No.: 559-591-5924 Date: 6/30/21**
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**