

ATTACHMENT B
AGREEMENT 23-03 COS
(COLLEGE OF THE SEQUOIAS)

AGREEMENT # 23-03

FOR TRANSIT SERVICES

**BETWEEN THE KINGS COUNTY AREA PUBLIC TRANSIT
AGENCY (KCAPTA)
AND THE COLLEGE OF THE SEQUOIAS (COS)**

This Agreement (hereinafter "Agreement") is made and entered into this 7th Day of December 2022, by and between the Kings County Area Public Transit Agency, hereinafter referred to as "KCAPTA" and the College of the Sequoias, hereinafter referred to as "COS".

RECITALS

WHEREAS, on September 23, 2010 COS students voted to implement a mandatory transportation fee that would, among other things, be used to sponsor a program under which COS students would be able to obtain an unlimited ridership fixed route transit pass for Kings County Area Public Transit Agency; and

WHEREAS, in May 2014 COS students voted to implement an additional mandatory fee to contribute to the existing COS Student Transit Pass Program (hereinafter the "Program"); and

WHEREAS, the COS Associated Student Body determined by a majority of the votes cast to implement a \$10.00 per semester fee for full time students (6 units or more) and \$9.00 per semester fee for part time students (5 units or less) which is collected from students each semester; and

WHEREAS, the COS Board of Trustees will contribute \$1.00 to the transportation fund for each COS student that is enrolled, per semester in the semester in which they are enrolled; and

WHEREAS, additional funding for the COS Student Transit Pass Program may be received from grants and other sources and may be applied during the contract period of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The Term of the Agreement shall commence on January 1, 2023 and continue until December 31, 2023. The Agreement may be renewable for similar or different terms and conditions upon mutual agreement between KCAPTA and COS.
2. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms and conditions of this Agreement, KCAPTA is an independent contractor, and not an officer, agent, or employee of COS.
3. **SERVICES.** COS desires to sponsor a program with KCAPTA that will allow for unlimited rides to COS students on KCAPTA Fixed Route System during the fall,

spring, and summer COS college semesters (hereinafter "COS Sponsored Services"). COS Sponsored Services shall also include unlimited rides to COS students eligible for complimentary paratransit services pursuant to the Americans with Disabilities Act (hereinafter "ADA") on KCAPTA's Paratransit Services (hereinafter "PAR"). The COS Sponsored Services performed by KCAPTA will run from August through December for the fall semester, January through May for the spring semester, and June through July for the summer semester.

4. **PAYMENT.** For COS Sponsored Services on KCAPTA Fixed and Flex Route System, COS shall pay to KCAPTA TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000) per year, payable in two separate installment invoices for which will be provided by KCAPTA. For COS Sponsored Services for ADA qualified COS students on KCAPTA's PAR service, COS shall provide KCAPTA cash cards to be utilized by qualified COS students in which COS will purchase separately from KCAPTA.
5. **DEFAULT/TERMINATION.** If KCAPTA or COS default in any of the covenants or conditions of this Agreement, either agency may terminate this Agreement upon 30 days advance written notice. Either party may terminate this Agreement for convenience upon 60 days advance notice. Notwithstanding the foregoing notice of termination requirement, services shall only be terminated at the end of the fall (ending in December) semester or spring (ending in May) semester.
6. **AMENDMENTS.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties. The parties shall amend this Agreement in response to any regulatory or statutory or requirements imposed by any local, state or federal agency with jurisdiction over the activities of either party. If the parties are unable to agree to an amendment based upon the foregoing, either party may terminate this Agreement in accordance with the provisions of Section 5 above.
7. **JURISDICTION AND VENUE.** This agreement shall be administered and interpreted under the laws of the State of California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Kings County, California. COS hereby expressly waives any right to remove any action to a county other than Kings County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
8. **BINDING EFFECT.** This Agreement is for the benefit of and shall be binding on all parties and their respective successors, heirs, and assigns.
9. **ATTORNEY'S FEES AND COSTS.** Each party shall bear his/its own attorney's fees and costs for all such fees and costs incurred prior to the date of execution of this Agreement.
10. **BREACH OF AGREEMENT.** If either party breaches this Agreement, the prevailing party shall be entitled to all damages reasonably flowing from the breach.

11. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy of an original, with all signatures appended together, shall be deemed a fully executed Agreement.
12. **SEVERABILITY.** If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
13. **INTERPRETATION.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
14. **COMPLIANCE WITH LAW.** KCAPTA agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all state or federal laws or regulations governing the services to be rendered pursuant to this Agreement.
15. **BOARD APPROVAL.** The parties recognize that the effectiveness of this Agreement is contingent upon approval by the Kings County Area Public Transit Agency Board and College of the Sequoias Board.
16. **OTHER DOCUMENTS/ACTS.** The parties agree to work together diligently and to execute related documents and perform related acts necessary for the successful performance of this Agreement. COS agrees to provide KCAPTA with all documents that COS may need in order to comply with any reporting requirements related to the COS Sponsored Services imposed by the Federal Transit Administration on KCAPTA.
17. **ENTIRE AGREEMENT.** This Agreement and its attachments, if any, constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement and its attachments.
18. **NOTICES TO PARTIES.** All notices to be given to the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to KCAPTA should be addressed to:

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

Notices to COS should be addressed to:

Brent Calvin
Superintendent/President
College of the Sequoias
915 S. Mooney Blvd.
Visalia, CA 93277

KCAPTA or COS may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first herein above written.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

Name

Date

Board Chairman

Title

COLLEGE OF THE SEQUOIAS:

Name

Date

Title