

ATTACHMENT G
AGREEMENT 26-06
LEMOORE COLLEGE

AGREEMENT # 26-06

FOR TRANSIT SERVICES

BETWEEN THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY (KCAPTA) AND WEST HILLS COMMUNITY COLLEGE DISTRICT

This Agreement (hereinafter "Agreement") is made and entered into this 25th Day of March 2026, by and between the Kings County Area Public Transit Agency, hereinafter referred to as "KCAPTA", and West Hills Community College District on behalf of Lemoore College, hereinafter referred to as "Lemoore College". KCAPTA and Lemoore College are referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, Lemoore College desires to provide access to public transportation services for its students; and

WHEREAS, Lemoore College desires to compensate KCAPTA on a per-ride basis for eligible student ridership; and

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The Term of the Agreement shall commence on August 1, 2026, and continue until May 31, 2027. The Agreement may be renewed on similar or different terms and conditions by mutual agreement of both parties. Program usage and cost shall be evaluated on a semester basis.
2. **INDEPENDENT CONTRACTOR.** This Agreement shall not create any employer-employee, agency, joint venture, or partnership relationship between the Parties hereto. Neither Party shall have any authority to bind, assume or create any obligation on behalf of the other Party.
3. **SERVICES.** KCAPTA shall provide fixed route services to eligible Lemoore College students.

Eligible students shall receive rides at no cost at the time of boarding upon presentation of a valid Lemoore College student identification card.

Services provided under this Agreement apply to KCAPTA's fixed route system. Students may ride any fixed route within the KCAPA system.

Nothing in this Agreement guarantees a minimum or maximum number of rides beyond

the not-to-exceed amount set forth herein.

4. **ELIGIBILITY AND VERIFICATION.** Students must present a valid Lemoore College student identification card at the time of boarding. Lemoore College will provide KCAPTA with a copy of the eligible student identification card. KCAPTA shall verify student eligibility at the time of service and shall track all eligible student boarding provided under this Agreement.

5. **TRACKING AND REPORTING.** KCAPTA shall maintain records of all Lemoore College student rides provided under this Agreement, regardless of the route utilized.

Such records serve as the basis for monthly invoicing to Lemoore College.

6. **PAYMENT.** Lemoore College agrees to pay KCAPTA on a per-ride basis for each eligible student boarding.

KCAPTA shall invoice Lemoore College monthly for all eligible rides provided during the preceding month.

Payment shall be due 30 calendar days after receipt of the invoice.

Total compensation under this Agreement shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) during the term of this Agreement. If total compensation paid or payable under this Agreement reaches NINETY THOUSAND DOLLARS (\$90,000), the Parties agree to revisit this Agreement and discuss whether the not-to-exceed amount should be adjusted. Any adjustments to the not-to-exceed amount must be made through a written amendment executed by both Parties.

Program usage and associated costs shall be reviewed and evaluated on a semester basis. Any modification to rates or program structure must be made by written amendment executed by both parties.

7. **DEFAULT/TERMINATION.** If KCAPTA or Lemoore College defaults in any of the covenants or conditions of this Agreement, either party may terminate this Agreement upon 30 days' advance 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.

8. **AMENDMENTS.** This Agreement cannot be changed or supplemented orally and must be modified or superseded only by a written instrument executed by both parties.

The parties shall amend this Agreement in response to any regulatory or statutory 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 7 above.

9. **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.
10. **BINDING EFFECT.** This Agreement is for the benefit of and shall be binding on all parties and their respective successors and assigns.
11. **ATTORNEY'S FEES AND COSTS.** Each party shall bear its own attorney's fees and costs incurred in connection with this Agreement unless otherwise determined by a court of competent jurisdiction.
12. **BREACH OF AGREEMENT.** If either party breaches this Agreement, the prevailing party shall be entitled to all damages reasonably flowing from the breach.
13. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts. A copy of an original, with all signatures appended together, shall be deemed a fully executed Agreement.
14. **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.
15. **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.
16. **COMPLIANCE WITH LAW.** KCAPTA agrees to provide the services in a professional and competent manner and in compliance with all state or federal laws and regulations.
17. **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 the appropriate governing authority of Lemoore College.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. There are no oral understandings or representations not contained herein.
19. **NOTICES TO PARTIES.** All notices shall be in writing and delivered by mail or other agreed method.

Notices to KCAPTA should be addressed to:

Angie Dow, Executive Director
Kings County Area Public Transit Agency
210 E. 7th Street Suite 201
Hanford, CA 93230

Notices to Lemoore College should be addressed to:

James Present, President
Lemoore College
555 College Ave
Lemoore, CA 93245

Either party 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 as of the date first written above

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

Name

Date

Executive Director

Title

LEMOORE COLLEGE:

James Preston

Date

Title

Alexis Perez

Date

Title

Shanna Ahrens

Date

Title