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AGREEMENT

THIS AGREEMENT, is entered into as of this 1 day of July, 2018, by and between the COUNTY OF TULARE, hereinafter referred to as the "County", and the CITY OF DINUBA, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County and the City desire to coordinate their respective public transportation systems in the Dinuba area; and

WHEREAS, there are and will continue to be, citizens of the County who can reasonably be served by a fixed-route transit system operating within the City, and there are and will continue to be, citizens of the City who can reasonably be served by the County's fixed-route transit system; and

WHEREAS, there are residents of the County that are served by Dinuba Area Transit. General Public may transfer between DART routes, or to the County at the Dinuba Transit Center. DART connects with the Fresno County at Reedley College; and

WHEREAS, the County and the City recognize the goals of providing a transportation system to the general public at a reasonable fare and that of providing coordinated public transportation service within the Dinuba area; and

WHEREAS, the County and the City desire to provide for the Joint Exercise of Powers for the purpose of providing and maintaining public transportation systems in the Dinuba area;

NOW, THEREFORE, County and City mutually agree as follows:

1. **Scope of Work.** The County and City shall each control, manage, and operate a separate transit system. The City and County shall furnish each other thirty (30) days prior written notice of any and all service level and fare level changes.

(a) **County.** The County shall provide transit service to those residents of the City desiring to use the regularly scheduled service of the County transit system. The County shall establish bus stop location(s) within the City which will interface with the City bus stop locations and facilitate system transfers. The County stop(s) shall be established at locations acceptable to the City. Approval on behalf of the City shall be given by the City Transit Manager.

(b) **City.** The City shall establish a series of bus stop locations within the unincorporated areas of the County. The City stops shall be established at locations acceptable to the County. Approval on behalf of the County shall be given by the County Director of Transportation. The City shall provide transit service to County

1 residents desiring transit service within the service area as set forth in Exhibit "A"
2 which is attached hereto and made a part hereof by this reference.

3 2. **Management-County.** The County shall manage the County transit system in an
4 appropriate manner, insuring cost effective operation, including marketing the system in a
5 professional manner and collecting fares from riders on the County transit system.

6 3. **Management-City.** The City shall manage the City transit system in an
7 appropriate manner, insuring cost effective operation, including marketing the system in a
8 professional manner and collecting fares from riders on the City transit system.

9 4. **Compensation.** The County shall compensate the City for service to County
10 residents living in the herein agreed upon service area. Compensation shall be limited to a
11 percentage of the operating costs of the City's Transit System. The term "operating cost" as
12 used in this Agreement shall be defined as all costs in the operating expense object classes
13 of the Uniform Systems of Accounts for Public Transit Operators adopted by the State
14 Controller pursuant to Public Utilities Code Section 99243.

15 Compensation for the period July 1, 2017 through June 30, 2018, will be as follows:

	<u>COMPENSATION</u>	<u>SOURCE</u>
16		
17	County portion of cost \$18,463	Local Transportation Fund and/or
18		State Transit Assistance Funds

19
20 5. **Authorization of Payment.** Local Transportation Fund and/or State Transit
21 Assistance Funds Funds will be claimed by the City on the County's behalf. The County by
22 this Agreement authorizes the Tulare County Association of Governments to transfer
23 \$18,463 of State Transit Assistance Funds, and /or Local Transportation Funds (LTF) from
24 the County's 2017/18 Apportionment to the City of Dinuba's Apportionment. The County
25 further authorizes the City to claim said \$18,463 as full payment for services under this
26 Agreement. In case of termination of this Agreement prior to June 30, 2018, the County
27 agrees to compensate the City for a proportional amount of the sum of \$18,463 based upon
28 the number of days the services were provided by the City during a 365 day period.

29 6. **Drivers.** The parties shall require that all transit drivers meet all licensing
30 requirements of the State of California.

31 7. **Indemnification-City.** City shall hold harmless, defend and indemnify County,
32 its agents, officers and employees from and against any liability, claims, actions, costs,
33 damages or losses of any kind, including death or injury to any person and/or damage to
34 property, arising out of the activities of City or its agents, officers and employees under this
35 Agreement and any claims made against County alleging civil rights violations by City
36 under Government Code section 12920 et seq. (California Fair Employment and Housing

1 Act). This indemnification specifically includes any claims that may be made against
2 County by any taxing authority asserting that an employer-employee relationship exists by
3 reason of this Agreement. This indemnification obligation shall continue beyond the term
4 of this Agreement as to any acts or omissions occurring under this Agreement or any
5 extension of this Agreement.

6 **8. Indemnification-County.** County shall hold harmless, defend and indemnify
7 City, its agents, officers and employees from and against any liability, claims, actions,
8 costs, damages or losses of any kind, including death or injury to any person and/or damage
9 to property, arising out of the activities of County or its agents, officers and employees
10 under this Agreement, and any claims made against County alleging civil rights violations
11 by City under Government Code section 12920 et seq. (California Fair Employment and
12 Housing Act). This indemnification obligation shall continue beyond the term of this
13 Agreement as to any acts or omissions occurring under this Agreement or any extension of
14 this Agreement.

15 **9. Insurance-Liability.** The City and the County shall each provide comprehensive
16 general public liability and comprehensive automotive liability insurance with single limit
17 coverage of not less than \$5,000,000 or equivalent self-insurance covering their activities
18 under this Agreement. Prior to commencing operations, each party shall file with the Clerk
19 of the other party certificates of insurance evidencing the coverage required herein and
20 naming the other party, its officers, agents and employees as additional insureds. Such
21 certificates shall state that the named additional insureds are not responsible for the
22 payment of any premium or assessment and shall provide that in the event of a cancellation
23 or material change of policy, the insurer shall give the named additional insureds no less
24 than thirty (30) days advance written notice of such cancellation or change. Upon request,
25 each party shall provide the other with a complete copy of the insurance policy or policies
26 or evidence and terms of self-insurance as required herein.

27 The parties agree, during the term of the Agreement, to maintain at their own expense
28 (or require of their independent contractors) all necessary insurance for their respective
29 officers, employees, and agents, including but not limited to workers' compensation,
30 disability and unemployment insurance in accordance with state statutory requirements and
31 to provide certificates of such insurance or other evidence of compliance to the other party
32 upon request. The insurance, and evidence thereof, required by this Agreement may be
33 provided either directly by the parties or, if a party contracts with an independent
34 contractor/operator to provide the services required by this Agreement, by the operator of
35 that party's system as deemed appropriate by such party.

1 **10. Term of Agreement.** This Agreement shall become effective July 1, 2017 and
2 shall continue in full force and effect until June 30, 2018 unless terminated earlier, as
3 herein provided.

4 **11. Termination.** The right to terminate this Agreement under this provision may be
5 exercised without prejudice to any other right or remedy to which the terminating party may
6 be entitled at law or under this Agreement.

7 (a) Without Cause. Either party shall have the right to terminate this
8 Agreement without cause by giving the other party SIXTY (60) days prior written
9 notice of its intention to terminate pursuant to this provision, specifying the date of
10 termination.

11 (b) With Cause. This Agreement may be terminated by either party should the
12 other party:

13 (i) be adjudged a bankrupt, or

14 (ii) become insolvent or have a receiver appointed, or

15 (iii) make a general assignment for the benefit of creditors, or

16 (iv) suffer any judgment which remains unsatisfied for 30 days, and which
17 would substantively impair the ability of the judgment debtor to perform under
18 this Agreement, or

19 (v) materially breach this Agreement.

20 For any of the occurrences except item (v), termination may be effected upon
21 written notice by the terminating party specifying the date of the termination. Upon a
22 material breach, the Agreement may be terminated following the failure of the
23 defaulting party to remedy the breach to the satisfaction of the non-defaulting party
24 within FIVE (5) days of written notice specifying the breach. If the breach is not
25 remedied within that FIVE (5) day period, the non-defaulting party may terminate the
26 Agreement on further written notice specifying the date of termination.

27 If the nature of the breach is such that it cannot be cured within a FIVE (5) day
28 period, the defaulting party may, submit a written proposal within that period which
29 sets forth a specific means to resolve the default. If the non-defaulting party consents
30 to that proposal in writing, which consent shall not be unreasonably withheld, the
31 defaulting party shall immediately embark on its plan to cure. If the default is not
32 cured within the time agreed, the non-defaulting party may terminate upon written
33 notice specifying the date of termination.

34 (c) Effects of Termination. Termination of this Agreement shall not terminate
35 any obligations to indemnify, to maintain and make available any records pertaining

1 to the Agreement, to cooperate with any audit, to be subject to offset, or to make any
2 reports of pre-termination contract activities.

3 12. **Notices.** Any notices to be given shall be written and served either by personal
4 delivery or by first class mail, postage prepaid and addressed as follows:

5 County: Director of Transportation
6 Resource Management Agency
7 5961 S. Mooney Blvd.
8 Visalia, California 93277
9

10 City: Transit Manager
11 City of Dinuba
12 405 E. El Monte Way
13 Dinuba, California 93618

14 13. **Integration.** This Agreement constitutes the sole and only Agreement between
15 the parties hereto as to the services to be provided hereunder. Any prior agreements,
16 promises, negotiations or representations as to such services not expressly referred to herein
17 are of no force and effect.

18 14. **Modification.** The City and County shall furnish each other thirty (30) days prior
19 written notice of any and all recommended service level and fare level changes. The City
20 shall request and receive approval from the County Director of Transportation prior to any
21 changes in service levels or fare levels in unincorporated areas of the service area. Except
22 for said changes, this Agreement shall be modified or amended only with the prior written
23 consent of both parties.

24 15. **Assignment.** Neither party shall assign or transfer any of the rights or privileges
25 or any parts thereof of this Agreement without the other party's prior written consent.

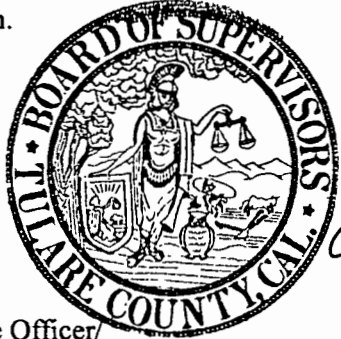
26 16. **Records.** Each party agrees to maintain all books, records, documents, and other
27 evidence pertaining to this Agreement, any disputes surrounding the subject matter of this
28 Agreement, and any other related circumstances in accordance with generally accepted
29 accounting principles and practices. Each party shall allow the other party's agents or
30 representatives access to such records for inspection, audit, and copying during normal
31 business hours. Each party shall provide further facilities for such access and inspection.

32 17. **Surveys.** Either the City or the County may conduct periodic ridership surveys.
33 Said surveys shall not interfere with the operation of the system.

34 18. **Legal Operation.** City and County each shall carry out its obligations under this
35 Agreement in full compliance with all applicable federal, state and local laws, ordinances,
36 rules and regulations.

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



COUNTY OF TULARE
By J. H. Miller
Chairman, Board of Supervisors
"COUNTY"

ATTEST:
County Administrative Officer/
Clerk of the Board of Supervisors.

By Mary Rehillo
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL
By [Signature] 2018 473
5/30/18
Deputy

CITY OF DINUBA
By [Signature]
Title: City Manager
"CITY"

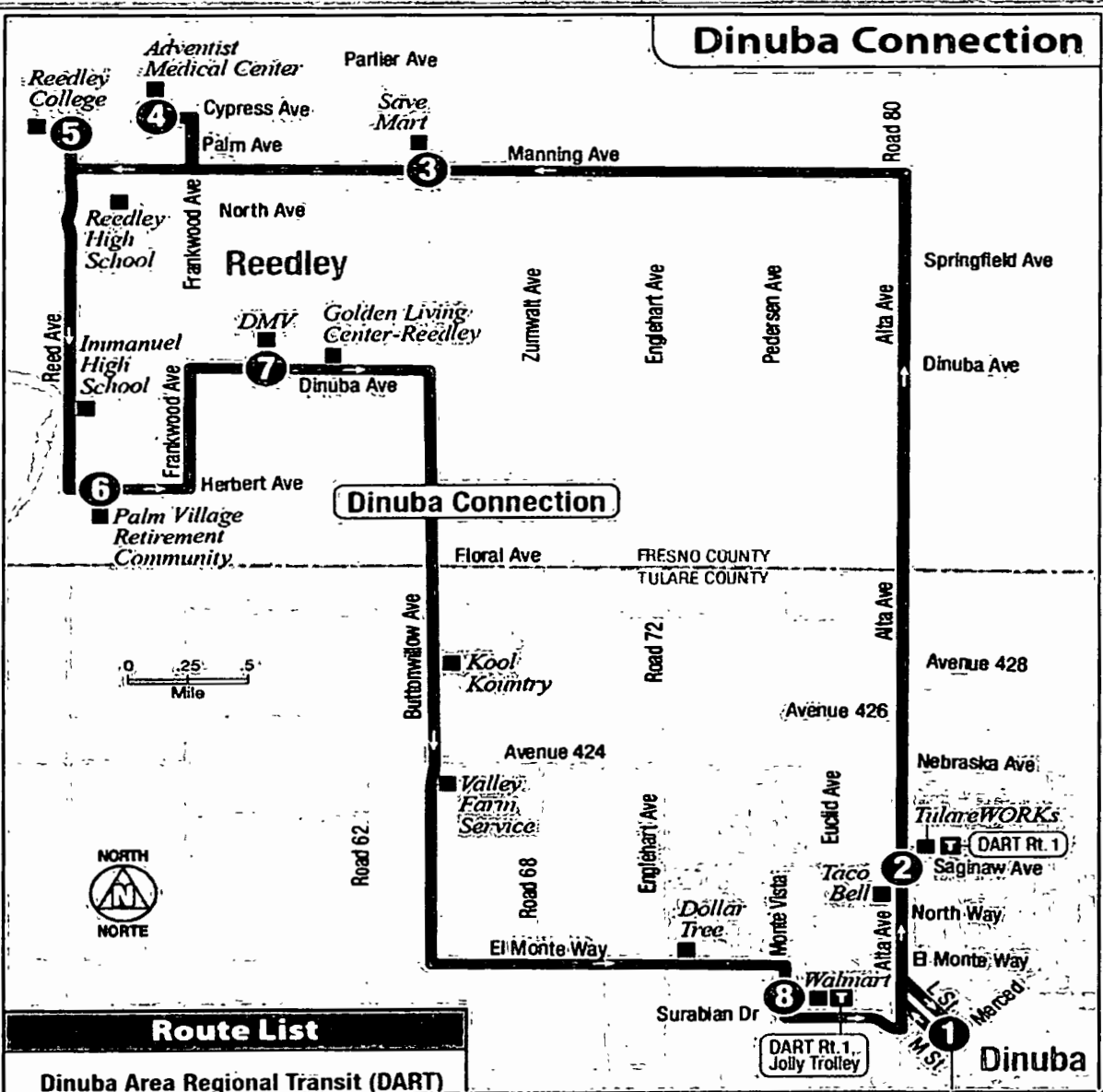
ATTEST: Clerk of City of Dinuba

By Linda Barkley
Deputy City Clerk

Approved as to Form,
County Counsel
By _____
Deputy

Approved as to Form,
City of Dinuba
By [Signature]
City Attorney

Dinuba Connection



Dinuba Connection



Route List
Dinuba Area Regional Transit (DART)