

1 **AGREEMENT**

2 THIS AGREEMENT, is entered into as of this ____ day of _____, 2019, by
3 and between the COUNTY OF TULARE, hereinafter referred to as the "County", and the CITY
4 OF WOODLAKE, hereinafter called the "City".

5 **WITNESSETH:**

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

8 WHEREAS, there are and will continue to be citizens of the County who can reasonably be
9 served by the City's dial-a-ride transit system and there are and will continue to be citizens of the
10 City who can reasonably be served by the County's Transit System; and

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

14 WHEREAS, the County and the City desire to provide for the Joint Exercise of Powers for
15 the purpose of providing and maintaining public transportation systems in the Woodlake area.

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

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

20 (a) **County.** The County shall provide transit service to those residents of the
21 City desiring to use the regularly scheduled service of the County Transit System.
22 The County shall establish a series of bus stop locations within the City, which will
23 interface with the City bus stop locations and facilitate system transfers. The County
24 stops shall be established at locations acceptable to the City. Such locations shall be
25 proposed on behalf of the County by the Director of Transportation and shall be
26 approved on behalf of the City by the City Manager.

27 (b) **City.** The City shall provide transit service to County residents desiring
28 transit service within the service area as set forth in Exhibit "A" which is attached
29 hereto and made a part hereof by this reference. The service area may be modified
30 only by mutual agreement of the City Manager and the Director of Transportation.

31 2. **Management-County.** The County shall manage the County Transit System in
32 an appropriate manner, insuring cost effective operations, including marketing the system
33 in a professional manner and collecting fares from riders on the County Transit System.

1 3. **Management-City.** The City shall manage the City Transit System in an
2 appropriate manner, insuring cost effective operations, including marketing the system in a
3 professional manner and collecting fares from riders on the City Transit System.

4 4. **Compensation.** The County shall compensate the City for County trips in the
5 herein agreed upon service area by paying to the City for the period July 1, 2018 through
6 June 30, 2019 the sum of \$9,048.08 This represents the County's share of the net operating
7 cost of the transit service. Compensation is based upon the prorated share of the City's and
8 County's previous year ridership on the City's dial-a-ride transit system.

9 5. **Authorization of Payment.** The County by this Agreement authorizes the Tulare
10 County Association of Governments to transfer \$9,048.08 of State Transit Assistance
11 Funds, and/or Local Transportation Funds from the County's 2018/19 Apportionment to the
12 City of Woodlake's Apportionment. The County further authorizes the City to claim said
13 \$9,048.08 as full payment for the County's share of the transit system's net operating cost
14 and compensation for common pass/token usage during the period of July 1, 2018 through
15 June 30, 2019. In case of termination of this Agreement prior to June 30, 2019, the County
16 agrees to compensate the City only for a proportional amount of the sum of \$9,048.08
17 based upon the number of days the services were actually provided by the City, and the
18 value of tokens and passes honored during that period. In the event of any overpayment by
19 the County to the City, the City agrees to reimburse the County within thirty (30) days of
20 written demand by the County.

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

23 7. **Indemnification-City.** City shall hold harmless, defend and indemnify County,
24 its agents, officers and employees from and against any liability, claims, actions, costs,
25 damages or losses of any kind, including death or injury to any person and/or damage to
26 property, arising out of the activities of City or its agents, officers and employees under this
27 Agreement. This indemnification specifically includes any claims that may be made
28 against County by any taxing authority asserting that an employer-employee relationship
29 exists by reason of this Agreement, and any claims made against County alleging civil
30 rights violations by City under Government Code section 12920 et seq. (California Fair
31 Employment and Housing Act). This indemnification obligation shall continue beyond the
32 term of this Agreement as to any acts or omissions occurring under this Agreement or any
33 extension of this Agreement.

34 8. **Indemnification-County.** County shall hold harmless, defend and indemnify
35 City, its agents, officers and employees from and against any liability, claims, actions,
36 costs, damages or losses of any kind, including death or injury to any person and/or damage

1 to property, arising out of the activities of County or its agents, officers and employees
2 under this Agreement. This indemnification specifically includes any claims that may be
3 made against County by any taxing authority asserting that an employer-employee
4 relationship exists by reason of this Agreement, and any claims made against County
5 alleging civil rights violations by City under Government Code section 12920 et seq.
6 (California Fair Employment and Housing Act). This indemnification obligation shall
7 continue beyond the term of this Agreement as to any acts or omissions occurring under
8 this Agreement or any extension of this Agreement.

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

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

30 **10. Term of Agreement.** This Agreement shall become effective July 1, 2018 and
31 shall continue in full force and effect until June 30, 2019 unless terminated earlier, as
32 herein provided.

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

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

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

7 (i) be adjudged a bankrupt, or

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

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

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

13 (v) materially breach this Agreement.

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

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

28 (c) Effects of Termination. Termination of this Agreement shall not terminate
29 any obligations to indemnify, to maintain and make available any records pertaining
30 to the Agreement, to cooperate with any audit, to be subject to offset, or to make any
31 reports of pre-termination contract activities.

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

34 County: Director of Transportation
35 Resource Management Agency
36 5961 S. Mooney Blvd.

1 Visalia, CA 93277

2
3 City: City Administrator
4 City of Woodlake
5 350 North Valencia
6 Woodlake, CA 93286

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

11 14. **Modification.** Except as otherwise specifically provided herein, this Agreement
12 shall be modified or amended only with the prior written consent of the parties.

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

19 16. **Surveys.** Either the City or the County may conduct periodic ridership surveys.
20 Said surveys shall not interfere with the operation of the system.

21 17. **Legal Operation.** City and County each shall carry out its obligations under this
22 Agreement in full compliance with all applicable federal, state and local laws, ordinances,
23 rules and regulations.

24 18. **Construction.** This Agreement reflects the contributions of both parties and
25 accordingly the provisions of Civil Code section 1654 shall not apply to address and
26 interpret any uncertainty.

27 19. **Governing Law.** This Agreement shall be interpreted and governed under the
28 laws of the State of California without reference to California conflicts of law principles.
29 Any litigation arising out of this Agreement shall be brought in Tulare County, California.
30 City waives the removal provisions of California Code of Civil Procedure Section 394.

31 20. **Conflict with Laws or Regulations/Severability.** This Agreement is subject to
32 all applicable laws and regulations. If any provision of this Agreement is found by any
33 court or other legal authority, or is agreed by the parties, to be in conflict with any code or
34 regulation governing its subject, the conflicting provision shall be considered null and void.
35 The remainder of the Agreement shall continue in full force and effect.

1 21. **Headings.** Section headings are provided for organizational purposes only and do
2 not in any manner affect the scope, meaning or intent of the provisions under the headings.

3 22. **No Third Party Beneficiaries.** Unless specifically set forth, the parties to this
4 Agreement do not intend to provide any other party with any benefit or enforceable legal or
5 equitable right or remedy.

6 23. **Waivers.** The failure of either party to insist on strict compliance with any
7 provision of this Agreement shall not be considered a waiver of any right to do so, whether
8 for that breach or any subsequent breach. The acceptance by either party of either
9 performance or payment shall not be considered to be a waiver of any preceding breach of
10 the Agreement by the other party.

11 24. **Exhibits and Recitals.** The Recitals and the Exhibits to this Agreement are fully
12 incorporated into and are integral parts of this Agreement.

13 25. **Further Assurances.** Each party agrees to execute any additional documents and
14 to perform any further acts which may be reasonably required to effect the purposes of this
15 Agreement.

16 26. **Assurances of Non-Discrimination-City.** City expressly agrees that it will not
17 discriminate in employment or the provision of services on the basis of any characteristic or
18 condition upon which discrimination is prohibited by state or federal law or regulation.

19 27. **Assurances of Non-Discrimination-County.** County expressly agrees that it will
20 not discriminate in employment or the provision of services on the basis of any
21 characteristic or condition upon which discrimination is prohibited by state or federal law
22 or regulation.

23 **REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

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

3
4 COUNTY OF TULARE

5
6 By _____
7 Chairman, Board of Supervisors
8 "COUNTY"

9 ATTEST:
10
11 County Administrative Officer/
12 Clerk of the Board of Supervisors

13
14 By _____
15 Deputy

16 CITY OF WOODLAKE
17
18 By [Signature]
19 Title: _____
20 "CITY" *MAYOR*

21 ATTEST: City Clerk
22
23 By [Signature]
24 Deputy



25
26
27
28 Approved as to Form,
29 County Counsel
30
31 By [Signature] 2019623
32 Deputy

30 Approved as to Form,
31 City Attorney
32 By [Signature]
Mario U. Zamora

BEFORE THE CITY COUNCIL
OF THE CITY OF WOODLAKE
COUNTY OF TULARE
STATE OF CALIFORNIA

In the matter of:

APPROVAL OF THE AGREEMENT BETWEEN) Resolution No. 19-29
THE COUNTY OF TULARE AND THE CITY OF)
WOODLAKE FOR PUBLIC TRANSPORTATION)
SERVICES)

Councilmember Ortiz, offered the following resolution and moved its adoption. Approve the agreement between the County of Tulare and the City of Woodlake for public transportation services for the period of July 1, 2018 through June 30, 2019.

WHEREAS, the City of Woodlake currently provides transit services for a service area that is outside the City limits; and

WHEREAS, the County of Tulare adequately reimburses the City of Woodlake for those services with State Transit Assistance Funds and/or Local Transportation Funds. These funds are transferred from the County's apportionment to the City's; and

WHEREAS, for Fiscal Year 2018/2019 the County has agreed to reimburse the City in the amount of \$9,048.08 for providing public transportation services in the service area outside of City limits.

NOW, THEREFORE, THE CITY OF WOODLAKE DOES RESOLVE to approve the agreement between the County of Tulare and the City of Woodlake for public transportation services for the period of July 1, 2018 through June 30, 2019.


The foregoing resolution was adopted upon a motion of Councilmember Ortiz, and seconded by Councilmember Lopez, and carried by the following vote at the City Council meeting held on March 25, 2019.

AYES: Mendoza, Ortiz, Martinez, Lopez & Gonzalez

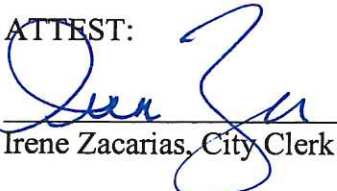
NOES:

ABSTAIN:

ABSENT:


Rudy Mendoza, Mayor

ATTEST:


Irene Zacarias, City Clerk

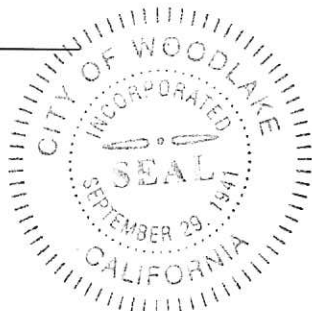


EXHIBIT "A" BOUNDARY MAP

Woodlake Area Dial-A-Ride Service Area

