

1 operate the total program, the Agency will prorate distribution of funds in accordance with
2 such total program, recognizing that service will be adjusted accordingly. During the sixty
3 (60) days before the term of this Agreement ends, it may be determined by the Agency that
4 Older Americans Act funds will, if not reprogrammed, be lost to local benefit; and if it is so
5 determined, the Agency may, with the consent of the County Resource Management
6 Agency Director, reduce the amount of federal funds previously committed in an amount
7 not to exceed the estimated amount of unexpended funds.

8 3. **Compensation.** It is mutually understood and agreed that the method of payment
9 for service rendered under this Agreement shall be as follows:

10 (a) The Agency and County anticipate total funding to the amount of \$7,000.00
11 to cover estimated expenditures under the program. In the event the annual costs
12 exceed those listed above and the Agency is unable to fund additional costs, it is
13 hereby understood that the County may reduce service to seniors accordingly, to offset
14 the reduced contributions from the Agency.

15 The Agency shall reimburse directly the appropriate fare times the number of
16 senior transportation program tokens used in the system.

17 (b) The County shall invoice the Agency for tokens collected on the Rural
18 Routes. The invoice will state the number of tokens times the token value (\$.75).
19 The County will keep all cash fares collected under this provision.

20 The County will submit monthly invoices in support of claimed reimbursement
21 for redeemed senior's transportation tokens. Final claims for reimbursement will be
22 submitted on or before July 31, 2011. Each invoice shall specify the specific area of
23 service, the number of tokens redeemed, the cost per token and a total amount due the
24 County. All redeemed tokens shall be submitted in support of the invoices.

25 (c) The Agency Fiscal Officer may have the invoices and supporting cost data
26 audited. Each invoice shall be subject to adjustment for amounts included in the
27 invoice which are found by the Agency Fiscal Officer not to accurately account for
28 tokens used. Any reimbursement payment may be reduced for over allowances or
29 decreased for under allowances on preceding invoices.

30 (d) Payment of all invoices is subject to CDA grant approval and the County's
31 compliance with the provisions of the contract.

32 4. **Subcontracts.** The County agrees to give the Agency written notice of proposed
33 subcontracts for the operation of one or more components of the program. The County
34 retains full and complete responsibility for the operation of the project in keeping with the
35 policies and procedures agreed upon herein.

1 **5. Reports, Records and Evaluations.** The County agrees that the Agency may
2 carry out such monitoring and evaluation activities as are reasonably necessary to insure the
3 County will meet the program requirements.

4 The County agrees to maintain such records and submit reports as are reasonably
5 required to satisfy CDA reporting requirements.

6 **6. Compliance.** The County agrees that all applicable rules, regulations,
7 requirements and directives of CDA and AOA (hereinafter referred to as "CDA directives")
8 which impose duties and limitations upon the Agency are equally applicable to, and are
9 hereby made binding upon the County as though made directly with the County, provided
10 that the Agency shall inform the County of the applicable CDA directives.

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

20 **8. Indemnification-County.** County shall hold harmless, defend and indemnify
21 Agency, its agents, officers and employees from and against any liability, claims, actions,
22 costs, damages or losses of any kind, including death or injury to any person and/or damage
23 to property, arising out of the activities of County or its agents, officers and employees
24 under this Agreement. This indemnification obligation shall continue beyond the term of
25 this Agreement as to any acts or omissions occurring under this Agreement or any
26 extension of this Agreement.

27 **9. Insurance.** The County shall provide and keep in force during the term of this
28 Agreement, at no expense to the Agency, the following insurance or self insurance
29 coverage for the County's activities:

- 30 (a) Worker's Compensation Insurance coverage in
31 accordance with California Labor Code.
- 32 (b) For bodily injuries to or death of one person. \$ 100,000
- 33 (c) For bodily injuries to or death of all persons injured or
34 killed in any one accident (subject to a maximum of
35 \$100,000 for bodily injuries to or death of one person. \$ 450,000

(d) For loss or damage, in any one accident, to property of others (excluding cargo). \$ 50,000

(e) Minimum for Single Limit Coverage. \$ 500,000

Such insurance coverage shall be placed only with carriers licensed as such in the State of California or provided by the County through its self-insurance fund, and certificates of said coverage shall be filed with the Agency. The Certificate(s) shall include the following requirements:

- The State of California, its officers, employees, and agents shall be named as additional insured.
- The State of California will not be responsible for the payment of premium or assessments.
- The Agency, its officers, employees, and agents shall be named as additional insureds.
- The Agency will not be responsible for the payment of premium or assessments.
- In the event of cancellation or material change of the policy, the insurer will provide not less than thirty days advance written notice of such cancellation or change. The advance written notice shall be sent to all three of the following:

California Department of Transportation
Division of Mass Transportation
Program Development and Evaluation Branch
Post Office Box 1499
Sacramento, CA 95807

California Department of Aging
Transportation Coordinator
1020 19th Street
Sacramento, CA 95814

Kings/Tulare Area Agency on Aging (Area Agency/
Sub-grantee)
5957 S. Mooney Blvd.
Visalia, CA 93277

The insurance, and evidence thereof, required by this Agreement may be provided either directly by the County or, if the County contracts with an independent contractor/operator to provide the services required by this Agreement, by the operator of the County's system as deemed appropriate by the County.

10. Term of Agreement. The term of this agreement shall commence on July 1, 2010 and end on June 30, 2011 except that for purposes of submission of, and

1 reimbursement of County for, senior tokens for services rendered prior to June 30, 2011,
2 this agreement shall terminate on the 31st day of July, 2011.

3 **11. Termination.** Either the County or the Agency may, without cause, terminate this
4 Agreement, by giving to the other and to all other participating agencies thirty (30) days
5 prior written notice specifying the effective date of said termination.

6 In the event of any termination, finished or unfinished documents, data, studies and
7 reports prepared by the County under this Agreement shall be disposed of according to
8 CDA directives. The County shall be entitled to compensation for any outstanding and
9 unreimbursed tokens received in the fare box.

10 **12. Relationship of Parties:** It is understood that the contractual relationship of the
11 County to the Agency is that of independent entities. The officers, employees and agents of
12 the County shall act in an independent capacity and not as officers or employees or agents
13 of the Agency.

14 **13. Notices:** Any notice to be given hereunder shall be written and given either by
15 personal delivery or by first class mail, postage prepaid, and addressed as follows:

16
17 Agency: Governing Board
18 Kings/Tulare Area Agency on Aging
19 5957 S. Mooney Blvd
20 Visalia, CA 93277

21
22 County: Director of Transportation
23 Resource Management Agency
24 5961 S. Mooney Blvd.
25 Visalia, CA 93277

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

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

32 **16. Legal Operation.** Agency and County each shall carry out its obligations under
33 this Agreement in full compliance with all applicable federal, state and local laws,
34 ordinances, rules and regulations.

35 **17. Construction.** This Agreement reflects the contributions of both parties and
36 accordingly the provisions of Civil Code Section 1654 shall not apply to address and
37 interpret any uncertainty.

1 **18. Governing Law.** This Agreement shall be interpreted and governed under the
2 laws of the State of California without reference to California conflicts of law principles.
3 Any litigation arising out of this Agreement shall be brought in Tulare County California.
4 Agency waives the removal provisions of California code of Civil Procedure Section 394.

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

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

12 **21. No Third Party Beneficiaries.** Unless specifically set forth, the parties to this
13 Agreement do not intend to provide any other party with any benefit or enforceable legal or
14 equitable right or remedy.

15 **22. Waivers.** The failure of either party to insist on strict compliance with any
16 provision of this Agreement shall not be considered a waiver of any right to do so, whether
17 for that breach or any subsequent breach. The acceptance by either party of either
18 performance or payment shall not be considered to be a waiver of any preceding breach of
19 the Agreement by the other party.

20 **23. Exhibits and Recitals.** The Recitals and the Exhibits to this Agreement are fully
21 incorporated into and are integral parts of this Agreement.

22 **24. Further Assurances.** Each party agrees to execute any additional documents and
23 to perform any further acts which may be reasonably required to effect the purposes of this
24 Agreement.
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1
2
3 IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of
4 the date first above written.
5
6

7 COUNTY OF TULARE

8
9 By _____
10 Chairman, Board of Supervisors
11

12 "COUNTY"
13

14 ATTEST: JEAN ROUSSEAU
15 County Administrative Officer/
16 Clerk of the Board of Supervisors.
17

18 By _____
19 Deputy
20

21
22 KINGS/TULARE AREA AGENCY ON AGING
23

24 By Joe Meyer
25 Title: Chair
26

27 "AGENCY"
28
29
30

31 Approved as to form,
32 County Counsel
33

34 By Alina [Signature]
35 5/28/2016 Deputy 2010698

EXHIBIT A

Boundary Map

PDXLEY-TIPTON-EARLMART
SERVICE AREAS FOR CONTRACT
WITH K/T-AAA

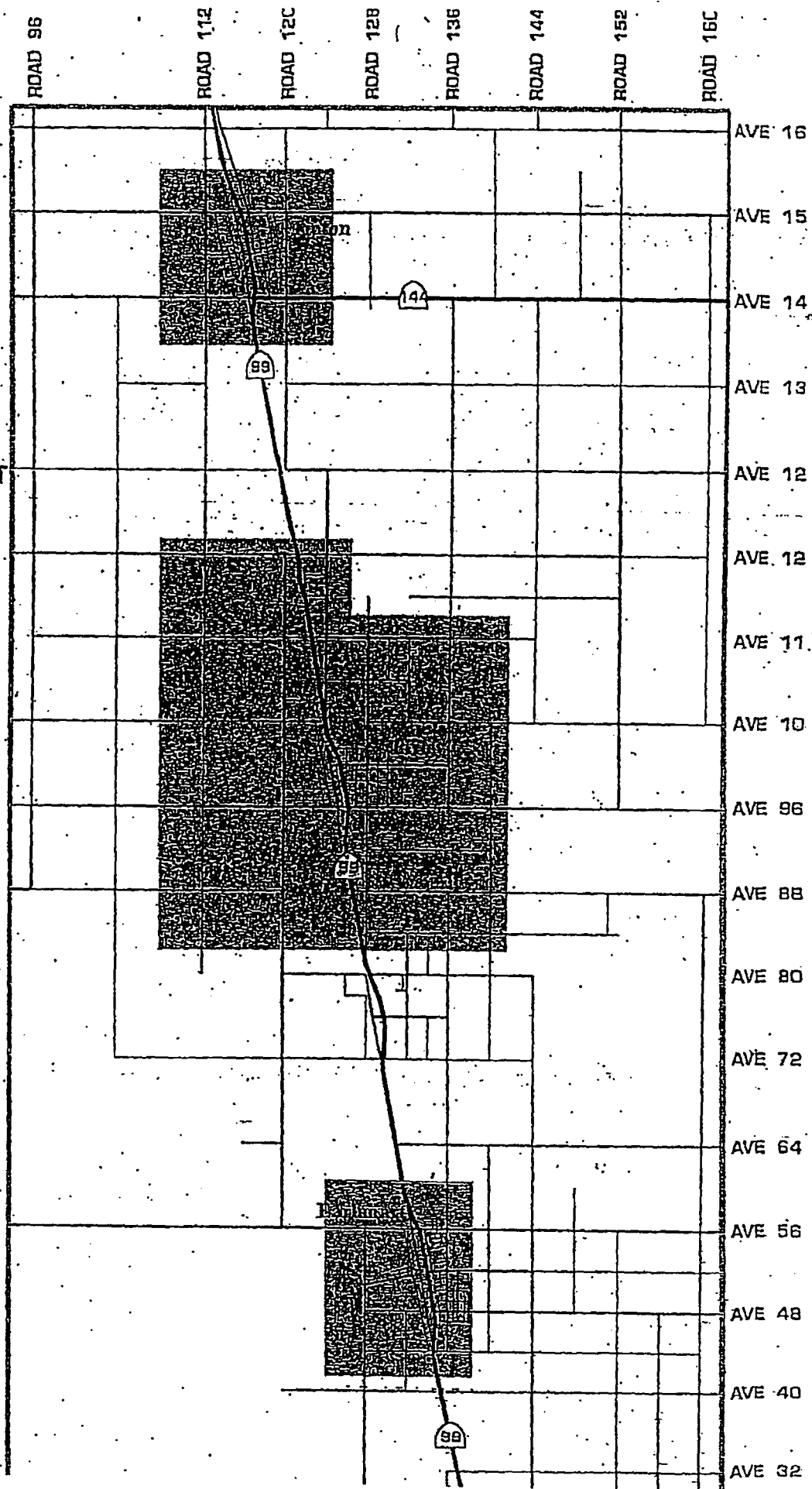


EXHIBIT B

Boundary Map

CUTLER-OROSI SERVICE AREA FOR CONTRACT WITH KT-AAA

