



Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0325

Agenda Date: 8/4/2025

Agenda #: 9.

Agenda Item Wording:

Authorization for Payment to the California Vanpool Authority (CalVans) - Authorize the payment of CalVans invoices for the Visalia Transit contributions to the Authority's vanpool program.

Prepared by:

Angelina Baker, Transit Manager, (559)713-4591, Angelina.Baker@visalia.gov
John Lollis, Assistant City Manager, (559) 713-4323, John.Lollis@visalia.gov

Department Recommendation:

Staff recommends that the City Council authorize the payment of past due invoices to the California Vanpool Authority (CalVans) totaling \$130,200 and authorize the continued payment of monthly invoices until a new contract has been awarded (no later than Dec. 31, 2025) or a Request for Proposals (RFP) is released to the public and a contract issued based on the RFP by June 1, 2026.

Summary:

In May 2016, the City of Visalia entered into a five-year Agreement with the California Vanpool Authority (CalVans), which expired in May 2021. At its meeting on April 14, 2023, the City Council approved entering into a one-year Agreement, which expired in May 2024. In between May 2021 and April 14, 2024, the City operated under a month-to-month agreement, which was due to ongoing discussions with the Tulare County Regional Transit Agency (TCRTA) regarding a joint procurement that has not yet resulted in any actions from either party.

Staff is seeking authorization to approve payment for services rendered for the period of May 2024 through current to remain as contributors to the CalVans vanpool program.

History: CalVans is a Joint Power Authority (JPA) public transportation agency, sponsored by the California Vanpool Authority, with membership of fourteen (14) Municipal Planning Organizations across the state of California, including the Tulare County Association of Governments (TCAG). CalVans offers employers and their employees a reliable, cost-effective, alternative mode of transportation to the single occupant vehicle (SOV) in areas or on routes that are not efficiently served by public transit. Typically, this is for groups of employees that work for the same employer or employer location and usually travel across city and county lines. CalVans provides the vehicle, maintenance, fuel, and insurance as a turnkey operation. Riders pay a flat fee for an 8-, 10-, or 12-passenger van; and one, or more, employees are certified as the driver.

Transit agencies located in an Urbanized Area (UZA) receive a Federal Transit Administration (FTA) Section 5307 apportionment based on its annual reporting into the National Transit Database (NTD) system. This reporting includes how far transit vehicles travel, how long they spend traveling, how many riders are carried, and the cost to provide the service. Generally, the larger the system, the more Section 5307 funds are received. Transit agencies outside of a UZA, but serving the UZA area, may also report passenger data related to trips that began or ended in the UZA. Vanpool trips are an

example of a type of transit trip that may contribute substantial ridership data to a UZA. The reporting of the trips is done by the vanpool provided on behalf of the UZA. These Section 5307 funds generated by the additional reporting stay with the transit agency serving the UZA, it does not return to the agency that reported the passenger data. The reported miles do not impact the Section 5307 apportionment for two (2) years, i.e. the FY 2024-25 miles will count towards FY 2027-28.

CalVans has been reporting these miles on behalf of Visalia Transit for several years, which has resulted in an increase in Section 5307 federal transit funding. Based on the example provided by CalVans with the 2016 agreement, the Visalia UZA, with a total subsidy of \$450,000, would receive an additional \$1,476,444 in Section 5307 federal funds annually. Over the last several years, based on the 2016 numbers, Visalia Transit has received an estimated \$635,110 annually in additional Section 5307 federal funds with an average annual subsidy paid of \$193,573, less than the not to exceed amount of \$300,000 previously authorized by Council. Increasing the number of vanpools results in a corresponding increase in Section 5307 federal transit funds.

Background Discussion:

The payment of invoices have been delayed while staff explores options for renewing the agreement, whether it be through a current sole source or through the Request for Proposals process. At this time, staff is attempting to verify if there are other qualified vendors in the vanpool industry, the purchasing requirements of the Federal agency, and whether this service should be a sole source to CalVans or some other agency. Staff will be returning to Council to award a contract by December 31, 2025 if it can be sole sourced, or by June 1, 2026 if an RFP is required.

Fiscal Impact:

The funding for this contracted service is an ongoing operation cost for the Transit Division budgeted under 4551-55375. This account is budgeted at \$132,000 for Fiscal Year 2024-25. To date, there are sufficient funds available to pay the costs through Fiscal Year 2024-25, and any new expenses will be funded in the current fiscal year (FY 25/26). Based on the calculation provided by CalVans in 2016, this will have a \$984,296 maximum positive fiscal impact resulting from a total subsidy of \$300,000. The funding source that has benefited from Visalia Transit participating in this program is the Section 5307 federal transit grant funds which is used to pay the Operations and Maintenance contract. The more money the City receives for operations means less funds spent from Local Transportation Funds that can be set aside for other City projects.

Prior Council Action:

2016 - Agreement for Services

2019 - Agreement for Services Amendment No. 1

April 17, 2023 - Agreement for Services

Other: N/A

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):

I move to authorize the payment of past due invoices to the California Vanpool Authority (CalVans)

totaling \$130,200 and authorize the continued payment of monthly invoices through December 31, 2025 or the issuance of a new contract, whichever comes first, or through June 1, 2026 if a Request for Proposals is required.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 8/4/2025

Attachments:

1. Agreement for Services - May 24, 2023
2. City Council Agenda Staff Report - April 17, 2023
3. Agreement Amendment No. 1 - December 17, 2019
4. Agreement for Services - May 3, 2016

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this **24th** day of May, 2023, by and between the City of Visalia (hereinafter referred to as "VISALIA" or "CLIENT") and the California Vanpool Authority (CalVans) (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, VISALIA is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the Visalia UZA, it is the desire of both parties to encourage local participation in the CalVans program so as to increased 5307 funding to VISALIA; and

WHEREAS, VISALIA is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK

A. CONTRACTOR shall perform those services described in the "Project Tasks/Services, Timeline and Budget," Exhibit A attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.

B. Time is of the essence in this Agreement.

C. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

2. TERM

A. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by VISALIA unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks **on or before May 24, 2024**, unless otherwise extended by written authorization and not to exceed a total of five years.

B. Services performed under this Agreement shall commence only upon written Notice to Proceed by VISALIA to CONTRACTOR.

This Agreement includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline, and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

3. COORDINATION/STAFFING

- A. CONTRACTOR shall assign CalVans Director as **Project Manager** to personally participate in said project. VISALIA also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of VISALIA.
- B. Services described in the Scope of Work shall be performed by CONTRACTOR's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," Exhibit A, attached hereto and incorporated by this reference.

4. COMPENSATION

VISALIA shall pay CONTRACTOR a firm fixed fee as shown in Exhibit A of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per vanpool per month for each reported vanpool operation. In no event shall total compensation exceed \$300,000 (THREE HUNDRED THOUSAND AND NO HUNDRED AND NO/100 DOLLARS) annually, for the term of one-year or the subsequential four one-year options.

5. INVOICING

- A. Invoices for services must be presented to VISALIA quarterly no later than the fifteenth day of the month for the month prior. CONTRACTOR shall submit an invoice to VISALIA stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. VISALIA shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon

receipt of itemized invoices submitted in accordance with this Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by VISALIA. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.

- B. Invoicing Format and Content: All invoices submitted to VISALIA for payment shall be sent directly to:

City of Visalia
ATTN: Transit Manager
425 E. Oak Ave., Suite 301
Visalia, CA 93291

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - i. VISALIA's "Bill To" information as stated in the above paragraph;
 - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
 - iii. Invoice date;
 - iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
 - v. Total amount due for the billing period;
 - vi. Total Contract Value; and
 - vii. VISALIA Project Manager

5. AGREEMENT COMPLETION RETAINER

No retainage will be held by VISALIA from progress payments due to CONTRACTOR.

6. SATISFACTORY PERFORMANCE

Payment for services under this Agreement is contingent upon VISALIA's determination that the performance of the CONTRACTOR has been satisfactory.

7. OWNERSHIP OF WORK PRODUCT

A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with VISALIA.

8. ADDITIONAL SERVICES

CONTRACTOR may be requested to perform additional services beyond the original Scope of Services. Such work may be undertaken only upon prior written authorization of VISALIA based upon an agreed amount of compensation.

9. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

VISALIA: City of Visalia Transit Manager
425 E. Oak Ave., Suite 301
Visalia Ca 93291

CONTRACTOR: Georgina Landecho, Executive Director
11050 13th Ave.
Hanford, CA 93230

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, CONTRACTOR or VISALIA, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to CONTRACTOR or to VISALIA at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. AGREEMENT CONTAINS ALL UNDERSTANDINGS:
AMENDMENT

A. This document represents the entire and integrated Agreement between VISALIA and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

B. Any modification or amendment to this Agreement must be in writing.

C. Neither VISALIA nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

12. SEVERABILITY

A. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

13. TERMINATION

A. Termination of Convenience of VISALIA

VISALIA may terminate this Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. If this Agreement is terminated by VISALIA, as provided herein, VISALIA's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to VISALIA, in accordance with the cost provisions of this Agreement.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, VISALIA shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, only

vanpool subsidies billed will be honored, any unbilled subsidies shall not be honored.

14. RECORDS RETENTION AND AUDITS

CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by VISALIA and CONTRACTOR's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until VISALIA, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

15. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

16. ASSIGNMENT

The Agreement shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of VISALIA. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing this Agreement is binding and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

17. INDEMNIFICATION

In no event shall VISALIA, their officers, employees and agents be liable for incidental, indirect, special or consequential damages, lost profits, savings, revenues, lost data, downtime, accidents, death, injury, dismemberment, and other losses whether or not VISALIA, their officers, employees and agents have been advised of the possibility of such damages.

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend VISALIA, their officers, employees and agents from and against any and all actions, claims, demands, damages, disability,

losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR and vanpool users, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Agreement (including design defects and regardless of VISALIA's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of VISALIA. If the adjudicated or admitted sole negligence or willful misconduct of VISALIA has contributed to a loss, CONTRACTOR shall not be obligated to indemnify VISALIA for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Agreement.

18. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to VISALIA.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to VISALIA prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name VISALIA, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by VISALIA, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with VISALIA within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to VISALIA prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming VISALIA, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by VISALIA and that the

insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance VISALIA.

19. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

20. STATEMENT OF ECONOMIC INTEREST

If VISALIA determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with VISALIA disclosing CONTRACTOR and/or such other person's financial interests.

21. MERGER

This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

22. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, VISALIA may terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that VISALIA may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due VISALIA from CONTRACTOR is determined.

23. NO WAIVER OF BREACH/ TIME

The waiver by VISALIA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

24. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

25. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Tulare.

26. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of VISALIA and is not entitled to participate in any pension plan, insurance, bonus or similar benefits VISALIA provides its employees. In the event VISALIA exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

27. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and

responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold VISALIA harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

28. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Agreement, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

City of Visalia

ATTN: Transit Manager

425 E. Oak Ave., Suite 301

Visalia, CA 93291

or by FAX to: (559) 713-4815. Unless VISALIA receives a completed Tax Form W-9, payments for services performed under this AGREEMENT shall be subject to federal backup withholding.

29. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to VISALIA that CONTRACTOR has and will keep in effect during the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to VISALIA for inspection.

30. INTERPRETATION

Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

31. National Transit Database (NTD)

CONTRACTOR shall report all required NTD data in the annual NTD reporting system and provide Visalia a copy of each annual report submitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VISALIA:

Signature: _____

Name: _____

Title: _____

City of Visalia

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

California Vanpool Authority

EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE, AND BUDGET

WHEREAS, VISALIA has entered into an Agreement dated May 24, 2023, with the California Vanpool Authority d.b.a. CalVans (hereinafter referred to as "Contractor"), for the purpose of the following:

1. Contractor shall perform all activities and work necessary to start and administer a vanpool passenger incentive for Vanpool #s _____, including provision of vanpool services. VISALIA has assigned the above vanpool identification number upon receiving and approving a vanpool start application filed by Contractor. Vanpool #s _____ (hereinafter referred to as "Vanpool"), consists of a minimum of six (6) vanpool passengers travelling from or to Tulare County.
2. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
3. VISALIA will provide a monthly financial incentive for up to \$300.00 (THREE HUNDRED AND NO/100 DOLLARS) per month to support the operation of Vanpool. The total annual amount of the financial incentive is not to exceed \$3,600 (THREE THOUSAND AND SIX HUNDRED AND NO/100 DOLLARS) per vanpool.
4. Each Vanpool will transport employees/agricultural employees/college students between their place of residence and place of employment/college for their daily commute. The financial incentive provided by VISALIA will be used by Contractor to encourage commuters to form or join a Vanpool.
5. Contractor shall provide VISALIA with monthly and Annual Reports.
6. Contractor shall collect daily, and report in the Quarterly Reports, monthly information about the following measurements:
 - a. Number of riders and full names of riders in vanpool
 - b. Daily distance traveled by vanpool
 - c. Daily distance traveled by each rider
 - d. Monthly distance traveled by vanpool
 - e. Calculated vehicle miles traveled (VMT) produced by vanpool each month.
7. Contractor will request subsidy reimbursements monthly and support each request by a Monthly Report. VISALIA will process the Contractor's incentive invoice payments at least quarterly.
8. VISALIA will retain the right to request mileage and vanpool operational information after the subsidy completion date.
9. Contractor will secure and report to VISALIA vanpool user fees from vanpool riders receiving a financial incentive.
10. Contractor shall affix decal on vanpool denoting "Funded in part by a grant from the City of Visalia." VISALIA shall supply decals to Contractor. Contractor will provide photo documentation of vanpool showing decal.

CONTRACT DELIVERABLES

1. Interim progress report on a monthly basis
2. Annual report at the end of the first project year, if project continues for more than twelve (12) months
3. Final report

VISALIA:

Signature: _____

Name: _____ **Title:** _____

City of Visalia (VISALIA)

CONTRACTOR:

Signature: _____

Name: Georgina Landecho **Title:** Executive Director, California Vanpool Authority

End of Exhibit A.

EXHIBIT B. DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to VISALIA.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by VISALIA. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to VISALIA, the Federal Government may pursue available

remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

Date

**EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST
FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**



Visalia City Council

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Legislation Details (With Text)

File #:	23-0125	Version:	1
Type:	Consent Item	Status:	Agenda Ready
File created:	3/29/2023	In control:	Visalia City Council
On agenda:	4/17/2023	Final action:	
Title:	Authorization for the City Manager to enter into an agreement with California Vanpool Authority (CalVans) to provide vanpool service on behalf of Visalia Transit for a subsidy of \$300 per vanpool per month not to exceed \$300,000 annually for one (1) single year term and authorize a not to exceed amount payment of \$45,000 for the past four months.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. CalVans Agreement - Fully Executed 5.3.16.pdf, 2. CalVans Amendment to Agreement between COV and Cal Vans.pdf		

Date	Ver.	Action By	Action	Result
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Agenda Item Wording:

Authorization for the City Manager to enter into an agreement with California Vanpool Authority (CalVans) to provide vanpool service on behalf of Visalia Transit for a subsidy of \$300 per vanpool per month not to exceed \$300,000 annually for one (1) single year term and authorize a not to exceed amount payment of \$45,000 for the past four months.

Deadline for Action: 4/17/2023 - Outstanding invoices that need to be paid.

Submitting Department: Administration - Transit

Contact Name and Phone Number:

Caleb Bowman, Management Analyst, Caleb.Bowman@visalia.city, (559)713-4794
Angelina DeRossett, Transit Manager, Angelina.DeRossett@visalia.city, (559) 713-4591
Nick Mascia, Assistant City Manager, Nick.Mascia@visalia.city, (559) 713-4323

Department Recommendation:

Staff is recommending that City Council authorize the City Manager to enter into an agreement for vanpool service between the City of Visalia and California Vanpool Authority (CalVans) for a subsidy in the amount \$300 per vanpool per month not to exceed \$300,000 annually for one (1) single year term. Also, staff recommends City Council authorize a not to exceed payment of \$45,000 for the past four month's invoices the City has received.

Summary:

Visalia Transit entered into a five (5) year contract with California Vanpool Authority (CalVans) in 2016 which expired in May 2021. Since 2021, Visalia Transit has been in a month-to-month contract as there were conversations with Tulare County Regional Transit Agency (TCRTA) of a joint procurement. Those conversations have not evolved into any actions on Visalia Transit's or TCRTA's

side. Meanwhile, Visalia Transit has been operating on the month-to-month contract that needs to cease. While Visalia Transit staff develops a Request for Proposals (RFP) to award a five-year contract, Staff is seeking authorization to enter into a contract with CalVans for a one-year term and authorization to pay services rendered over the past four months.

Background Discussion:

History

CalVans is a Joint Power Authority (JPA) with membership from ten (10) Council of Governments, including Tulare County Association of Governments (TCAG). CalVans offers employers and their employees a reliable, cost-effective, alternative mode of transportation to the single occupant vehicle (SOV) in areas or on routes that are not efficiently served by public transit. Typically, this is for groups of employees that work for the same employer or employer location, and usually travels across city and county lines. CalVans provides the vehicle, maintenance, fuel, and insurance as a turnkey operation. Riders pay a flat fee for an 8, 10 or 12-passenger van; and one, or more, employees is certified as the driver.

Fare Structure

Currently, CalVans operates about 22 vanpools originating within Visalia city limits. Under this agreement, the City will reimburse CalVans up to \$300 per month per vanpool, up to a maximum incentive of \$300,000 per year. This \$300 will cover an average of 20% of the cost to the vanpool rider. A typical scenario is a 12-passenger van is provided for \$1,500 per month. Split 11 ways (driver goes free) comes to \$136 per month per rider. If they work an average of 20 days per month, that equates to \$6.82 per day or \$3.41 each way. With the proposed subsidy, it would cost the rider about \$2.73 per one-way trip, which equates very closely with the \$1.75 bus fare on a fixed route bus, given that these vanpool trips are typically at least twice the distance.

Funding and Justification

Funding for this agreement will come from the Transit Local Transportation Funds (LTF); however, it will increase the City's annual Federal Transit Administration (FTA) funding allocation under the current formula program by more than twice the proposed budgeted amount. Under the current federal allocation formula, derived from the National Transit Database (NTD), the miles driven by each vanpool is reported and used as one of several factors in the distribution of Urbanized Area Formula Funding program (5307) federal transit funds. The 5307 program under 49 U.S.C. Section 5307 makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas. Visalia's urbanized area (UZA) includes Tulare, Exeter, Farmersville, and Goshen categorizing it as a large UZA with a population of 200,000 or more. For large UZA's, the formula is based on a combination of revenue vehicle miles and passenger miles as well as population and population density. Visalia Transit's 5307 apportionment is utilized to pay its Operations & Maintenance contract by covering up to 50% of its operations and 80% of maintenance costs.

Transit agencies located in an UZA receive a 5307 apportionment based on their annual reporting into the NTD system. This reporting includes how far buses travel, how long they spend traveling, how many riders are carried and the cost to provide the service. Generally, the larger the system, the more 5307 funds are received. Transit agencies outside of a UZA, but serving the UZA area, may also report passenger data related to trips that began or ended in the UZA. Vanpool trips are an example of a type of transit trip that may contribute substantial ridership data to a UZA. The reporting of the trips is done by vanpool provided on behalf of the UZA. These 5307 funds generated by the additional reporting stays with the transit agency serving the UZA, it does not return to the

agency that reported the passenger data. The reported miles do not impact the 5307 apportionment for two (2) years, i.e. the FY 16/17 miles will count towards the FY 19/20.

CalVans has been reporting these miles on behalf of Visalia Transit for several years, which has resulted in an increase in 5307 federal transit funding. Based on the example provide by CalVans with the 2016 agreement, the Visalia UZA with a total subsidy of \$450,000, would receive an additional \$1,476,444 in 5307 federal funds annually. Over the last six years, based on the 2016 numbers, Visalia Transit has received an estimated \$635,110 annually in additional 5307 federal funds with an average annual subsidy paid of \$193,573. Much less than the not to exceed amount of \$300,000 being requested by staff. Increasing the number of vanpools results in a corresponding increase in 5307 funds. Visalia Transit staff have requested updated numbers and are still waiting to receive them. If they are received prior to the April 17th meeting they will be provided to Council.

Vanpools in the Visalia area has many other benefits aside from additional federal funding, such as:

- Reducing Air Pollution
- Reducing Traffic Congestion
- Improving Access to Employment
- Increasing Safety

These are many of the same goals of public transit and this allows Visalia Transit to offer this as an additional option to operating an SOV. In addition to the vanpools operated out of Visalia, there are others operated out of the rural areas of Tulare County. These will also be included in the Visalia reported data, as they have nowhere else to be included currently. Staff recommends the City support this effort to increase the number of vanpools operating out of Visalia by entering into this agreement to incentivize that activity.

Fiscal Impact:

The funding for this contracted service is an ongoing operations cost for Transit budgeted under 4551-55375. This line item is budgeted at \$224,400 for Fiscal Year 22/23. Year-to-date, \$147,750 remains for this fiscal year so there are sufficient funds available to pay the costs through this fiscal year. Based on the calculation provided by CalVans in 2016, this will have a \$984,296 maximum positive fiscal impact resulting from a total subsidy of \$300,000. The funding source that is benefited from Visalia Transit participating in this program is the 5307 grant which is used to pay our Operations and Maintenance contract. The more money the City receives for operations dollars means less money spent out at Local Transit Funds (LTF) that can be set aside for other City projects.

Prior Council Action:

April 16, 2016 - City Council approved the 5-year contract with CalVans.

Other:

None.

Alternatives:

Do not enter into an agreement with California Vanpool Authority (CalVans) but allow the payment of outstanding invoices year-to-date and those incurred during the next 60-day, cancelation period

required under the contract, not to exceed \$80,000. This would cancel the agreement with CalVans creating a lapse in service and mileage reported on Visalia Transit's behalf, cause a negative impact on funds Visalia Transit receives through Urbanized Area Formula Funding program 5307 apportionment until a new contract is awarded.

Recommended Motion (and Alternative Motions if expected):

.recommendation

I move to authorize the City Manager to enter into an agreement with CalVans in a not to exceed amount of \$300,000 for a signal year term and authorize back payments as discussed in this report not to exceed \$45,000.

Environmental Assessment Status:

None.

CEQA Review:

None required.

Attachments:

- 1) CalVans Agreement - Fully Executed 5.3.16
- 2) CalVans Amendment to Agreement between COV and CalVans

AMENDMENT NO. 1

Amendment to the Agreement Regarding the Coordination of Ongoing Vanpool Efforts between the City of Visalia and the California Vanpool Authority

This Amendment to the Agreement Regarding the Coordination of Ongoing Vanpool Efforts between the City of Visalia and California Vanpool Authority dated May 3, 2016 hereinafter "Agreement" is made and entered into this 17th day of December, 2019, by and between the City of Visalia "VISALIA" and the California Vanpool Authority "CalVans", hereinafter, municipal corporations of the State of California.

RECITALS

WHEREAS, VISALIA is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the Visalia/Tulare UZA, it is the desire of both parties to encourage local participation in the CalVans program so as to increased 5307 funding to VISALIA; and

WHEREAS, VISALIA is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services; and

NOW, THEREFORE, IT IS AGREED that the Agreement is hereby amended as follows:

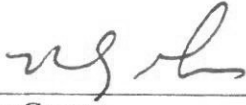
1. Section 4. Compensation should read as follows:

"In no event shall the compensation exceed \$450,000 (FOUR HUNDRED FIFTY THOUSAND AND NO HUNDRED AND NO/100 DOLLARS) annually, for a term of one year with four one-year extensions.

2. All other provisions, terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the date and year first written above.

City of Visalia



Randy Groom
City Manager

California Vanpool Authority



Georgina Cardenas
Executive Director

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 3rd day of May, 2016 by and between the City of Visalia (hereinafter referred to as "VISALIA" or "CLIENT") and the California Vanpool Authority (CalVans) (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, VISALIA is the recipient of additional Federal 5307 funds through the reporting efforts of CalVans for vanpool trips that travel to or from the Visalia/Tulare UZA, it is the desire of both parties to encourage local participation in the CalVans program so as to increased 5307 funding to VISALIA; and

WHEREAS, VISALIA is committed to encouraging increased vanpool use in Tulare County through the financial support of vanpool groups traveling to or from Tulare County; and

WHEREAS, CONTRACTOR is qualified and experienced and has necessary technical and personnel resources to provide such services for the provision of vanpool services; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK

A. CONTRACTOR shall perform those services described in the "Project Tasks/Services, Timeline and Budget," Exhibit A attached hereto and incorporated herein by this reference and shall comply with all relevant conditions as set forth in the AGREEMENT.

B. Time is of the essence in this Agreement.

C. Said services and all duties incidental or necessary thereto shall be performed diligently and competently and in accordance with professional standards of performance.

2. TERM

A. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by VISALIA unless terminated earlier as provided herein. CONTRACTOR shall complete all tasks on or before **June 30, 2017** unless otherwise extended by written authorization and not to exceed a total of five years.

B. Services performed under this Agreement shall commence only upon written Notice to Proceed by VISALIA to CONTRACTOR.

This Agreement includes the following Exhibits:

Exhibit A. Project Tasks/Services, Timeline, and Budget

Exhibit B. Debarment and Suspension Certification

Exhibit C. Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification

3. COORDINATION/STAFFING

- A. CONTRACTOR shall assign CalVans Director as **Project Manager** to personally participate in said project. VISALIA also retains the right to approve any substitution of the Project Manager. No portion of the work included in this Agreement shall be subcontracted, except as provided herein, without the prior, written authorization of VISALIA.
- B. Services described in the Scope of Work shall be performed by CONTRACTOR's staff, Subcontractor(s) or other members of the project team, hereinafter referred to as "Subcontractor(s)," listed in the "Project Tasks/Services, Timeline, and Budget," **Exhibit A**, attached hereto and incorporated by this reference.

4. COMPENSATION

VISALIA shall pay CONTRACTOR a firm fixed fee as shown in Exhibit A of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) per vanpool per month for each reported vanpool operation. In no event shall total compensation exceed \$450,000 (FOUR HUNDRED FIFTY THOUSAND AND NO HUNDRED AND NO/100 DOLLARS) for the entire life of the vanpool subsidy without prior written consent of VISALIA.

5. INVOICING

- A. Invoices for services must be presented to VISALIA quarterly no later than the fifteenth day of the month for the month prior. CONTRACTOR shall submit an invoice to VISALIA stating the amount due for such services on a monthly basis throughout the duration of the project. Said monthly invoicing shall reflect the task worked on, the percentage of the task completed, and the total dollar amount for the task in comparison to the invoiced amount based upon the percentage of the task then completed. VISALIA shall reimburse the CONTRACTOR as promptly as its fiscal procedures permit, upon receipt of itemized invoices submitted in accordance with this

Agreement. Payment of the invoices will be made to CONTRACTOR after acceptance and approval by VISALIA. Such reimbursements shall be based upon actual eligible costs incurred by the CONTRACTOR consistent with the "Project Tasks/Services, Timeline, and Budget," Exhibit A. No interest or carrying charges shall accrue to CONTRACTOR by reason of delayed payment.

- B. Invoicing Format and Content: All invoices submitted to VISALIA for payment shall be sent directly to:

City of Visalia
ATTN: Transit Manager
425 E. Oak Ave., Suite 301
Visalia, CA 93291

1. The invoice shall be entitled "Invoice" or otherwise clearly identify that the document is an Invoice, and shall contain the following information:
 - i. VISALIA's "Bill To" information as stated in the above paragraph;
 - ii. Invoice number and/or billing number specified by CONTRACTOR. The invoice number must be unique for each invoice submitted;
 - iii. Invoice date;
 - iv. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the Notice to Proceed date of the Agreement, or within any previous billing dates;
 - v. Total amount due for the billing period;
 - vi. Total Contract Value; and
 - vii. VISALIA Project Manager

6. AGREEMENT COMPLETION RETAINER

No retainage will be held by VISALIA from progress payments due to CONTRACTOR.

7. SATISFACTORY PERFORMANCE

Payment for services under this Agreement is contingent upon VISALIA's determination that the performance of the CONTRACTOR has been satisfactory.

8. OWNERSHIP OF WORK PRODUCT

A. Ownership of any reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this Agreement, whether or not completed, shall vest with VISALIA.

9. ADDITIONAL SERVICES

CONTRACTOR may be requested to perform additional services beyond the original Scope of Services. Such work may be undertaken only upon prior written authorization of VISALIA based upon an agreed amount of compensation.

10. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

VISALIA: City of Visalia Transit Manager
425 E. Oak Ave., Suite 301
Visalia Ca 93291

CONTRACTOR: Ronald Hughes, Executive Director
1340 North Drive
Hanford, CA 93230

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, CONTRACTOR or VISALIA, to whom it is directed; or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to CONTRACTOR or to VISALIA at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS:
AMENDMENT

A. This document represents the entire and integrated Agreement between VISALIA and CONTRACTOR, and supersedes all prior negotiations, representations and agreements, either written or oral.

B. Any modification or amendment to this Agreement must be in writing.

C. Neither VISALIA nor CONTRACTOR shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

12. SEVERABILITY

A. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

13. TERMINATION

A. Termination of Convenience of VISALIA

VISALIA may terminate this Agreement at any time by giving notice to the CONTRACTOR of such termination (including the effective termination date) at least sixty (60) calendar days before the effective date of such termination. If this Agreement is terminated by VISALIA, as provided herein, VISALIA's only obligation shall be the payment of fees and expenses incurred prior to the termination date, for work deemed satisfactory to VISALIA, in accordance with the cost provisions of this Agreement.

B. Termination for Cause

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, terms, or stipulations of this Agreement, VISALIA shall thereupon have the right to terminate the Agreement by giving not less than ten (10) working days written notice to the CONTRACTOR of the intent to terminate and specifying the effective date thereof. In such event, only

vanpool subsidies billed will be honored, any unbilled subsidies shall not be honored.

14. RECORDS RETENTION AND AUDITS

CONTRACTOR shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by VISALIA and CONTRACTOR's principal place of business during the agreement period and for a period of three (3) years from the date of final payment, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until VISALIA, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

15. SUBCONTRACTING

In accordance with Government Code Section 7550, CONTRACTOR agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

16. ASSIGNMENT

The Agreement shall not be assigned by the CONTRACTOR, in whole or in part, without the prior written consent of VISALIA. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing this Agreement is binding and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

17. INDEMNIFICATION

In no event shall VISALIA, their officers, employees and agents be liable for incidental, indirect, special or consequential damages, lost profits, savings, revenues, lost data, downtime, accidents, death, injury, dismemberment, and other losses whether or not VISALIA, their officers, employees and agents have been advised of the possibility of such damages

To the full extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend VISALIA, their officers, employees and agents from and against any and all actions, claims, demands, damages, disability,

losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including CONTRACTOR and vanpool users, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by CONTRACTOR in the performance of this Agreement (including design defects and regardless of VISALIA's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of VISALIA. If the adjudicated or admitted sole negligence or willful misconduct of VISALIA has contributed to a loss, CONTRACTOR shall not be obligated to indemnify VISALIA for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by CONTRACTOR and shall continue to bind the parties after termination/completion of this Agreement.

18. INSURANCE/NOTIFICATION

Prior to the beginning, and throughout the duration, of the work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to VISALIA.

CONTRACTOR is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions with limits as specified below. Certificates of insurance shall be provided to VISALIA prior to commencement of work by CONTRACTOR. CONTRACTOR agrees to indemnify, protect, defend and name VISALIA, its public officials, officers and employees as additional insured on the Commercial General Liability and Business Auto Insurance and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by CONTRACTOR. CONTRACTOR shall not be responsible for any loss, damage or liability arising from any act or omission by VISALIA, its officials, officers or employees.

CONTRACTOR shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- B. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- C. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR'S employees use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- D. Errors and Omissions Liability CONTRACTOR shall provide evidence of professional liability insurance on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000/claim.
- E. Certificate of Insurance CONTRACTOR shall file a certificate of insurance completed and filed with VISALIA within fifteen (15) days of execution of this Agreement and prior to engaging any operation or activities set forth in this Agreement. The foregoing policies shall provide that no cancellation, major change in coverage or expiration by insurance company or insured during the term of this contract shall occur without thirty (30) days written notice to VISALIA prior to the effective date of such cancellation or change in coverage.
- F. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years after completion of the contract.
- G. The Commercial General Liability and Business Auto insurance policies shall provide an endorsement naming VISALIA, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by VISALIA and that the

insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance VISALIA.

19. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

20. STATEMENT OF ECONOMIC INTEREST

If VISALIA determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code §87100), CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with VISALIA disclosing CONTRACTOR and/or such other person's financial interests.

21. MERGER

This Agreement shall constitute the entire Agreement between the parties and shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. No modification of this Agreement shall be effective unless and until evidence by a writing is signed by both parties.

22. DEFAULT

If CONTRACTOR should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, VISALIA may terminate this Agreement by giving CONTRACTOR written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, however, that VISALIA may withhold payments not yet made to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due VISALIA from CONTRACTOR is determined.

23. NO WAIVER OF BREACH/ TIME

The waiver by VISALIA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

24. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

25. ATTORNEYS' FEES, APPLICABLE LAW AND FORUM

In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Tulare.

26. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of VISALIA and is not entitled to participate in any pension plan, insurance, bonus or similar benefits VISALIA provides its employees. In the event VISALIA exercises its right to terminate this Agreement, CONTRACTOR expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

27. TAXES

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and

responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold VISALIA harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

28. FEDERAL TAX FORMS

Prior to issuing the initial claim under this Agreement, the CONTRACTOR shall submit Federal Tax Form W-9, Request for Taxpayer Identification Number and Certification to the following address:

City of Visalia

ATTN: Transit Manager

425 E. Oak Ave., Suite 301

Visalia, CA 93291

or by FAX to: (559) 713-4815. Unless VISALIA receives a completed Tax Form W-9, payments for services performed under this AGREEMENT shall be subject to federal backup withholding.

29. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- A. CONTRACTOR shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder. CONTRACTOR represents and warrants to VISALIA that CONTRACTOR has and will keep in effect during the term of this Agreement all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONTRACTOR to practice Contractor's profession and to do the work hereunder.
- B. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to VISALIA for inspection.

30. INTERPRETATION

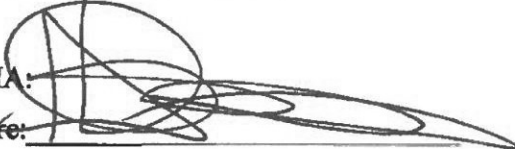
Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

31. National Transit Database (NTD)

CONTRACTOR shall report all required NTD data in the annual NTD reporting system and provide Visalia a copy of each annual report submitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VISALIA:

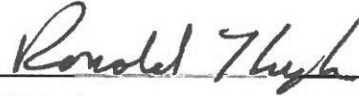
Signature: 

Name: Michael Olmos

Title: City Manager

City of Visalia

CONTRACTOR:

Signature: 

Name: Ronald Hughes

Title: Executive Director

California Vanpool Authority

Exhibit A. included in this Agreement as a sample.
Complete Exhibit A. for each individual vanpool and attach to Agreement.

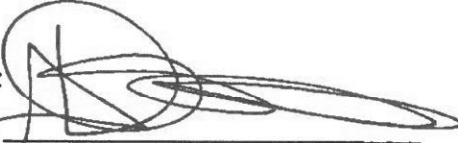
EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE, AND BUDGET

WHEREAS, VISALIA has entered into an Agreement dated _____, 20__, with the _____ (hereinafter referred to as "Contractor"), for the purpose of the following:

1. Contractor shall perform all activities and work necessary to start and administer a vanpool passenger incentive for Vanpool #s _____, including provision of vanpool services. VISALIA has assigned the above vanpool identification number upon receiving and approving a vanpool start application filed by Contractor. Vanpool #s _____ (hereinafter referred to as "Vanpool"), consists of a minimum of six (6) vanpool passengers travelling from or to Tulare County.
2. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
3. VISALIA will provide a monthly financial incentive for up to \$300.00 (THREE HUNDRED AND NO/100 DOLLARS) per month to support the operation of Vanpool. The total annual amount of the financial incentive is not to exceed \$3,600 (THREE THOUSAND AND SIX HUNDRED AND NO/100 DOLLARS) per vanpool.
4. Each Vanpool will transport employees/agricultural employees/college students between their place of residence and place of employment/college for their daily commute. The financial incentive provided by VISALIA will be used by Contractor to encourage commuters to form or join a Vanpool.
5. Contractor shall provide VISALIA with monthly and Annual Reports.
6. Contractor shall collect daily, and report in the Quarterly Reports, monthly information about the following measurements:
 - a. Number of riders and full names of riders in vanpool
 - b. Daily distance traveled by vanpool
 - c. Daily distance traveled by each rider
 - d. Monthly distance traveled by vanpool
 - e. Calculated vehicle miles traveled (VMT) produced by vanpool each month.
7. Contractor will request subsidy reimbursements monthly and support each request by a Monthly Report. VISALIA will process the Contractor's incentive invoice payments at least quarterly.
8. VISALIA will retain the right to request mileage and vanpool operational information after the subsidy completion date.
9. Contractor will secure and report to VISALIA vanpool user fees from vanpool riders receiving a financial incentive.
10. Contractor shall affix decal on vanpool denoting "Funded in part by a grant from the City of Visalia." VISALIA shall supply decals to Contractor. Contractor will provide photo documentation of vanpool showing decal.

CONTRACT DELIVERABLES

1. Interim progress report on a monthly basis
2. Annual report at the end of the first project year, if project continues for more than twelve (12) months
3. Final report

VISALIA:Signature: **Name:** Michael Olmos**Title:** City Manager

City of Visalia (VISALIA)

CONTRACTOR:Signature: **Name:** Ronald Hughes**Title:** Executive Director*End of Exhibit A.*

**EXHIBIT B. DEBARMENT AND SUSPENSION
CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to VISALIA.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted

above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by VISALIA. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to VISALIA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Cal Vans
Name of Firm

[Signature]
Signature (original signature required)

5-16-16
Date

**EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST
FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CALIFORNIA VANPOOL AUTHORITY

2 Business name/disregarded entity name, if different from above

CALVANS

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ Other (see instructions) ▶

JOINT POWERS AGENCY

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1340 NORTH DRIVE, PO BOX 209

6 City, state, and ZIP code

HANFORD, CA 93230

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

4 5 - 3 6 8 1 8 0 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Ronald T. H.

Date ▶ 12-15-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.