

1 AGREEMENT

2 This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and  
3 between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter  
4 referred to as "COUNTY", and City of Fresno, a municipal corporation, through its Department of  
5 Transportation Fresno Area Express (FAX) whose address is 2223 G Street, Fresno, CA 93706,  
6 hereinafter referred to as "CONTRACTOR."

7 WITNESSETH:

8 WHEREAS, the State of California mandates COUNTY to provide supportive services  
9 including transportation for clients in Welfare-to-Work Activities, Child Welfare Services, Behavioral  
10 Health Services and Public Health Services; and

11 WHEREAS, CONTRACTOR is the sole provider of bus service within the Fresno Metropolitan  
12 area and is willing to provide these services subject to the terms and conditions of this Agreement.

13 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties  
14 hereto agree as follows:

15 **1. SERVICES**

16 A. CONTRACTOR shall provide fare media to the COUNTY at a cost per unit as  
17 identified in Exhibit "A," Supply and Cost per Unit, attached hereto and incorporated herein by this  
18 reference.

19 B. CONTRACTOR will provide firm pricing and will provide COUNTY ninety  
20 (90) days advance written notice of any cost per unit adjustments.

21 C. COUNTY is under no obligation to order any certain amount of fare media from  
22 CONTRACTOR during the term of this Agreement.

23 **2. TERM**

24 The term of this Agreement shall be for a period of three (3) years, commencing on July  
25 1, 2017, through and including June 30, 2020. This agreement may be extended for two (2) additional  
26 consecutive twelve (12) month periods upon the approval of both parties no later than thirty (30) days  
27 prior to the first day of the next twelve month extension period. The Director of Department of Social

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1 Services (DSS), or designee, is authorized to execute such written approval on behalf of COUNTY  
2 based on CONTRACTOR's satisfactory performance.

3 **3. TERMINATION**

4 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
5 provided thereunder, are contingent on the approval of funds by the appropriating government agency.  
6 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
7 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

8 B. Breach of Contract - COUNTY may immediately suspend or terminate this  
9 Agreement in whole or in part, where in the determination of COUNTY there is:

- 10 1) An illegal or improper use of funds;
- 11 2) A failure to comply with any term of this Agreement;
- 12 3) A substantially incorrect or incomplete invoice submitted to COUNTY.

13 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any  
14 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither  
15 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach  
16 or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY  
17 of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY  
18 were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly  
19 refund any such funds upon demand or, at COUNTY's option; such repayment shall be deducted from  
20 future payments owing to CONTRACTOR under this Agreement.

21 C. Without Cause - Under circumstances other than those set forth above, this  
22 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director, or  
23 designee, upon thirty (30) days advance written notice of an intention to terminate the Agreement.

24 **4. COMPENSATION**

25 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
26 compensation for fare media actually ordered by COUNTY as identified in Exhibit  
27 "A"- Supply and Cost per Unit.

28 For the first term of this Agreement, in no event shall total purchases under this

1 Agreement be in excess of Four Million Six Hundred Fifteen Thousand Seven Hundred Thirty One  
2 and No/100 Dollars (\$4,615,731.00). Each twelve month term thereafter shall not be in excess of One  
3 Million Five Hundred Thirty-Eight Thousand Five Hundred Seventy Seven and No/100 Dollars  
4 (\$1,538,577.00). The cumulative total of this Agreement shall not be in excess of Seven Million Six  
5 Hundred Ninety-Two Thousand Eight Hundred Eighty Five and No/100 Dollars (\$7,692,885.00). It is  
6 understood that all expenses incidental to CONTRACTOR's performance of services under this  
7 Agreement shall be borne by CONTRACTOR.

8 Except as provided below regarding State payment delays, payments by COUNTY shall  
9 be in arrears, for services provided during the preceding month, within thirty (30) days after receipt,  
10 verification, and approval of CONTRACTOR's invoices by COUNTY. If CONTRACTOR should  
11 fail to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for  
12 further compensation. All final claims shall be submitted by CONTRACTOR within sixty (60) days  
13 following the final month of service for which payment is claimed. No action shall be taken by  
14 COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which  
15 is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall  
16 automatically revert to COUNTY.

17 The services provided by CONTRACTOR under this Agreement are funded in whole or  
18 in part by the State of California. In the event that funding for these services is delayed by the State  
19 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment  
20 shall not exceed the amount of funding delayed by the State Controller to COUNTY. The period of  
21 time of the deferral by COUNTY shall not exceed the period of time of the State Controller's delay of  
22 payment to COUNTY plus thirty (30) days.

## 23 **5. INVOICING**

24 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10<sup>th</sup>) day of each month  
25 for actual expenses incurred and services rendered in the previous month to addresses set forth in  
26 Exhibit "B"- County Department Invoicing. No reimbursement for services shall be made until  
27 invoices, reports and outcomes are received, reviewed and approved by COUNTY.

28 At the discretion of COUNTY, if an invoice is incorrect or is otherwise not in proper

1 form or substance, COUNTY shall have the right to withhold payment as to only that portion of the  
2 invoice that is incorrect or improper after five (5) days prior notice to CONTRACTOR.

3 CONTRACTOR agrees to continue to provide services for a period of ninety (90) days after  
4 notification of an incorrect or improper invoice. If after the ninety (90) day period, the invoice(s) is  
5 still not corrected to COUNTY's satisfaction, COUNTY's DSS Director or designee may elect to  
6 terminate this Agreement on behalf of COUNTY, pursuant to the termination provisions stated in  
7 Paragraph Three (3) of this Agreement.

8 **6. INDEPENDENT CONTRACTOR**

9 In performance of the work, duties, and obligations assumed by CONTRACTOR under  
10 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of  
11 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an  
12 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
13 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no  
14 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform  
15 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to  
16 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
17 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
18 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
19 directly or indirectly the subject of this Agreement.

20 Because of its status as an independent contractor, CONTRACTOR shall have  
21 absolutely no right to employment rights and benefits available to COUNTY employees.  
22 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees  
23 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and  
24 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,  
25 including compliance with Social Security, withholding, and all other regulations governing such  
26 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be  
27 providing services to others unrelated to COUNTY or to this Agreement.

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1           **7.     MODIFICATION**

2           A.     Any matters of this Agreement may be modified from time to time by the written  
3 consent of all the parties without, in any way, affecting the remainder.

4           B.     An increase in the City's Fee Schedule will not affect the total compensation as  
5 stated in Section Four (4) in this Agreement.

6           C.     CONTRACTOR hereby agrees that changes to the compensation under this  
7 Agreement may be necessitated by a reduction in funding from State and/or Federal sources.  
8 COUNTY's DSS Director or designee may modify the maximum compensation depending on State  
9 and Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR  
10 further understands that this Agreement is subject to any restrictions, limitations or enactments of all  
11 legislative bodies which affect the provisions, term, or funding of this Agreement in any manner.

12           **8.     NON-ASSIGNMENT**

13           Neither party shall assign, transfer or subcontract this Agreement nor their rights or  
14 duties under this Agreement without the prior written consent of the other party.

15           **9.     HOLD-HARMLESS**

16           CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
17 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including  
18 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to  
19 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
20 agents, or employees under this Agreement, and from any and all costs and expenses, including  
21 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to any  
22 person, firm, or corporation who may be injured or damaged by the performance, or failure to  
23 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement. In addition,  
24 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit  
25 exceptions resulting from noncompliance herein on the part of the CONTRACTOR.

26           **10.    INSURANCE**

27           Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or  
28 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the

1 following insurance policies throughout the term of this Agreement:

2 A. Commercial General Liability

3 Commercial General Liability Insurance with limits of not less than One Million  
4 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
5 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.  
6 COUNTY may require specific coverage including completed operations,  
7 product liability, contractual liability, Explosion, Collapse, and Underground  
(XCU), fire legal liability or any other liability insurance deemed necessary  
8 because of the nature of the Agreement.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
11 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five  
12 Hundred Thousand Dollars (\$500,000) per accident and for property damages of  
13 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a  
14 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage  
15 should include owned and non-owned vehicles used in connection with this  
16 Agreement.

17 C. Professional Liability

18 If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N.,  
19 L.C.S.W., M.F.C.T.) in providing services, Professional Liability Insurance with  
20 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three  
21 Million Dollars (\$3,000,000) annual aggregate.

22 D. Worker's Compensation

23 A policy of Worker's Compensation Insurance as may be required by the  
24 California Labor Code.

25 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
26 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
27 collectively, as additional insured, but only insofar as the operations under this Agreement are  
28 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
written notice given to COUNTY.

1           Within thirty (30) days from the date CONTRACTOR signs this Agreement,  
2 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the  
3 foregoing policies, as required herein, to the County of Fresno, DSSInvoices@co.fresno.ca.us ,  
4 Attention: Contract Analyst, stating that such insurance coverages have been obtained and are in full  
5 force; that the County of Fresno, its officers, agents and employees will not be responsible for any  
6 premiums on the policies; that such Commercial General Liability insurance names the County of  
7 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but  
8 only insofar as the operations under this Agreement are concerned; that such coverage for additional  
9 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
10 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
11 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or  
12 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

13           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
14 herein provided, COUNTY may, in addition to other remedies it may have, suspend, or terminate this  
15 Agreement upon the occurrence of such event.

16           All policies shall be with admitted insurers licensed to do business in the State of  
17 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating  
18 of A FSC VII or better.

19           **11. CONFIDENTIALITY**

20           All services performed by CONTRACTOR under this Agreement shall be in  
21 conformance with all applicable Federal, State of California, and/or local laws and regulations relating  
22 to confidentiality.

23           **12. NON-DISCRIMINATION**

24           During the performance of this Agreement CONTRACTOR shall not unlawfully  
25 discriminate against any employee or applicant for employment, or recipient of services, because of  
26 ethnic group identification, gender, gender identity, gender expression, sexual orientation, color,  
27 physical disability, mental disability, medical condition, national origin, race, ancestry, marital status,

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1 religion, or religious creed, pursuant to all applicable State of California and Federal statutes and  
2 regulations.

3 **13. CONFLICT OF INTEREST**

4 No officer, agent, or employee of COUNTY who exercises any function or  
5 responsibility for planning and carrying out the services provided under this Agreement shall have any  
6 direct or indirect personal financial interest in this Agreement. In addition, no employee of COUNTY  
7 shall be employed by CONTRACTOR to fulfill any contractual obligations with COUNTY.  
8 CONTRACTOR shall also comply with all Federal, State of California, and local conflict of interest  
9 laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this  
10 Agreement and any officer, agent, or employee of COUNTY.

11 **14. PROHIBITION ON PUBLICITY**

12 None of the funds, materials, property or services provided directly or indirectly under  
13 this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e.,  
14 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.

15 **15. AUDITS AND INSPECTIONS**

16 CONTRACTOR shall at any time during business hours, and as often as COUNTY may  
17 deem necessary, make available to COUNTY for examination all of its records and data with respect  
18 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit  
19 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's  
20 compliance with the terms of this Agreement.

21 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),  
22 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor  
23 General for a period of three (3) years after final payment under contract (California Government  
24 Code section 8546.7).

25 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal  
26 review process and comply with all final determinations rendered by the COUNTY's fiscal review  
27 process. If COUNTY reaches an adverse decision regarding CONTRACTOR's services to  
28 consumers, it may result in the disallowance of payment for services rendered, or in additional

1 controls to the delivery of services, or in the termination of this Agreement, at the discretion of  
2 COUNTY. If as a result of COUNTY's fiscal review process a disallowance is discovered due to  
3 CONTRACTOR's deficiency, CONTRACTOR shall be financially liable for the amount previously  
4 paid by COUNTY to CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's  
5 future payments, at the discretion of COUNTY. In addition, COUNTY shall have the sole discretion  
6 in the determination of fiscal review outcomes, decisions and actions.

7 **16. NOTICES**

8 The persons having authority to give and receive notices under this Agreement and their  
9 addresses include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, County of Fresno	Director, City of Fresno
Department of Social Services	Fresno Area Express (FAX)
PO BOX 1912	2223 G. Street
Fresno, CA 93718-1912	Fresno, CA 93706

14 Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this  
15 Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered  
16 to one of the parties, or in lieu of such personal service, when deposited in the United States Mail,  
17 postage prepaid, addressed to such party.

18 **17. CHANGE OF LEADERSHIP / MANAGEMENT**

19 In the event of any change in the status of CONTRACTOR'S leadership or  
20 management, CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from  
21 the date of change. Such notification shall include any new leader or manager's name, address and  
22 contact information. "Leadership or management" shall include any employee, member, or owner of  
23 CONTRACTOR who either a) directs individuals providing services pursuant to this Agreement,  
24 b) exercises control over the manner in which services are provided, or c) has authority over  
25 CONTRACTOR's finances.

26 **18. GOVERNING LAW**

27 The parties agree, that for the purposes of venue, performance under this Agreement is  
28 to be in Fresno County, California.

1           The rights and obligations of the parties and all interpretation and performance of this  
2 Agreement shall be governed in all respects by the laws of the State of California.

3           **21.   ENTIRE AGREEMENT**

4           This Agreement, including all Exhibits, and CONTRACTOR's response thereto,  
5 constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject  
6 matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings,  
7 advertisements, publications, and understandings of any nature whatsoever unless expressly included  
8 in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3 ATTEST:

4 **CONTRACTOR:**

**COUNTY OF FRESNO**

5 **City of Fresno –**  
6 **Fresno Area Express (FAX)**

7  
8 By *Bruce Rudd*

By \_\_\_\_\_  
Brian Pacheco, Chairman and/or  
Sal Quintero, Vice-Chairman  
Board of Supervisors

9  
10 Print Name: *Bruce Rudd*

11 Title: \_\_\_\_\_  
12 Director of Transportation

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

13 By \_\_\_\_\_

By \_\_\_\_\_

14  
15 Print Name: \_\_\_\_\_

16  
17 Title: \_\_\_\_\_  
Clerk, City of Fresno

18  
19 By *C. J. ...*

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

20  
21 Print Name: *ANANDA TREEMAN*

22  
23 Title: *Deputy*  
Attorney, City of Fresno

24  
25  
26 Mailing Address:  
27 2223 G. Street, Fresno, CA 93706  
28 Phone No.: (559) 621-7433  
Contact: Fresno Area Express (FAX), Director Brian Marshall

1 APPROVED AS TO LEGAL FORM:  
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3  
4 By \_\_\_\_\_

5 APPROVED AS TO ACCOUNTING FORM:  
6 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/  
7 TREASURER-TAX COLLECTOR

8  
9 By \_\_\_\_\_

10 REVIEWED AND RECOMMENDED  
11 FOR APPROVAL:

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13 By \_\_\_\_\_  
14 Delfino E. Neira, Director  
15 Department of Social Services

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17 **PLEASE SEE ADDITIONAL**  
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1 REVIEWED AND RECOMMENDED  
2 FOR APPROVAL:

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4 By \_\_\_\_\_  
5 David Pomaville, Director  
6 Department of Public Health  
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1 REVIEWED AND RECOMMENDED  
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4 By \_\_\_\_\_  
5 Dawan Utecht, Director  
6 Department of Behavioral Health  
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1 DEPARTMENT OF SOCIAL SERVICES:

2 Fund/Subclass: 0001/10000

3 Organization: 56107001/6645

4 Account/Program: 7870

5 DEPARTMENT OF PUBLIC HEALTH:

6 Fund/Subclass: 0001/10000

7 Organization: 56201748/56201659/56201662/56201706/56201700/56201612/56201645

8 Account/Program: 7415

9 DEPARTMENT OF BEHAVIORAL HEALTH:

10 Fund/Subclass: 0001/10000

11 Organization: 56302096/56302230/56302242/56302246/56302999/56304311/56304314/

12 56304315/56304316/56304622

13 Account/Program: 7870/0

14 DEN:nam

**Supply and Cost Per Unit**

<b>Fee Description</b>	<b>Price</b>
<b>Fixed Route:</b>	
Cash Fare - One Way	\$1.25
Reduced Cash Fare - One way* Seniors (65 years or older) with valid ID People with disabilities with valid ID Medicare card holders	\$0.60
31-Day Pass Unlimited rides on FAX and Clovis Transit	\$48.00
31-Day Reduced Fare Pass (unlimited rides on FAX) Seniors (65 years or older) with valid ID People with disabilities with valid ID Medicare card holders	\$24.00
1 - Ride Card	\$1.25
1 - Ride Card Bundle of 20	\$22.50
1 - Ride Card Bundle of 50	\$55.00
1 - Ride Card Bundle of 250	\$275.00
1 - Ride Card (Reduced Fare)	\$0.60
10 - Ride Card	\$11.25
10 - Ride Card (Reduced Fare)	\$6.00
Group Fee Per Round Trip Field trip fee for school groups up to 25 persons between 9 a.m. and 2 p.m. on fixed routes. Groups with more than 25 people up to a maximum of 35 people will be charged the base cash fare price - one way	\$25.00
Transit Identification Cards - fee for original or replacement Renewal of an expired ID is free	\$3.00
<b>Handy Ride:</b>	
31-Day Pass for ADA Certified Persons (Maximum 60 one-way trips per 31 day period) Certified attendant rides free when accompanying ADA certified person who has paid the appropriate fare	\$48.00 Free
<b>Notes:</b>	
Children 6 and younger ride free when accompanied by a fare paying adult. Limited to a maximum of 4 children. Children over 48" tall may be required to show proof of age	Free

Prices herein are subject to change, with 90-day advance notice, in accordance with changes in the City's Master Fee Schedule.

## Department Invoicing

**Each County Department placing an order for supplies shall be individually invoiced as follows:**

1. Fresno County Department of Social Services  
ATTN: Contract Analyst  
[DSSInvoices@co.fresno.ca.us](mailto:DSSInvoices@co.fresno.ca.us)
2. Fresno County Department of Behavioral Health  
Accounts Payable  
[DBH-Invoices@co.fresno.ca.us](mailto:DBH-Invoices@co.fresno.ca.us)
3. Fresno County Department of Public Health  
[DPHBOAP@co.fresno.ca.us](mailto:DPHBOAP@co.fresno.ca.us)