
REGIONAL TRANSIT COMMITTEE AND GLENN COUNTY TRANSPORTATION COMMISSION

REGIONAL TRANSIT COMMITTEE

Salina Edwards	City of Orland	Bruce T. Roundy, Chairman	City of Orland
John Viegas	County of Glenn	Larry Domenighini	City of Willows
Gary Hansen	City of Willows	Michael Murray, Vice Chair	County of Glenn
Jeff Cobb (Alternate)	City of Willows	Jim Paschall (Alternate)	City of Orland
		Dwight Foltz (Alternate)	County of Glenn

GLENN COUNTY TRANSPORTATION COMMISSION

Gary Hansen	City of Willows	Steve Soeth, Chairman	County of Glenn
Bruce T. Roundy	City of Orland	John Viegas	County of Glenn
Larry Domenighini	City of Willows	Michael Murray	County of Glenn
Salina Edwards (Alternate)	City of Orland	Dwight Foltz (Alternate)	County of Glenn

Interim Deputy Director, Di Aulabaugh

AGENDA

Thursday, January 16, 2014 at 10:00 a.m.

WILLOWS MEMORIAL HALL, BOARD OF SUPERVISORS' CHAMBERS

525 West Sycamore Street, Willows

(530) 934-6540

Fax (530) 934-6533

transit@countyofglenn.net

The Regional Transit Committee and Transportation Commission welcome you to this meeting. Pursuant to the provisions of the Brown Act, comments will be heard from the public on each agenda item being considered. After posting of this agenda, the public may request copies of support information for public agenda items listed.

Agenda Posted: Thursday, January 9, 2014 at 1:00 p.m.

REGIONAL TRANSIT COMMITTEE

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:**
Minutes of December 19, 2013 meeting
5. **CONSENT ITEMS:**
 - A. None.
6. **ITEMS FOR CONSIDERATION AND ACTION:**
 - A. Election of Chairman and Vice-Chairman
 - B. Change of meeting time to 9am
 - C. Award of the Glenn Transit Service operations and management contract for all transit services.
7. **UNSCHEDULED MATTERS AND FUTURE AGENDA ITEMS:**
(If the matter is not on the agenda, the public may address the Committee at this time. Unless the matter qualifies for an exemption under the provisions of Government Code Section 54954.2(b), action or discussion cannot be taken on Unscheduled Matters.)
8. **NEXT MEETING:**
**Thursday, February 20, 2014, at
Orland Carnegie Community Center, Council Chambers
912 Third Street, Orland at 10:00 a.m.**

ADJOURN TO MEETING OF GLENN COUNTY TRANSPORTATION COMMISSION

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **APPROVAL OF MINUTES:**
Minutes of December 19, 2013 meeting
4. **CONSENT ITEMS:**
 - A. None.

5. ITEMS FOR CONSIDERATION AND ACTION:

- A. Election of Chairman and Vice-Chairman
- B. Change of meeting time to 9am

6. UNSCHEDULED MATTERS AND FUTURE AGENDA ITEMS:

(If the matter is not on the agenda, the public may address the Commission at this time. Unless the matter qualifies for an exemption under the provisions of Government Code Section 54954.2(b), action or discussion cannot be taken on Unscheduled Matters.)

7. NEXT MEETING:

**Thursday, February 20, 2014, at
Orland Carnegie Community Center, Council Chambers
912 Third Street, Orland at 10:00 a.m.**

8. ADJOURNMENT OF TRANSPORTATION COMMISSION MEETING:

**Minutes of the
Glenn County Regional Transit Committee and
Glenn County Transportation Commission
Glenn County, California**

Thursday, December 19, 2013

REGIONAL TRANSIT COMMITTEE

(1) CALL TO ORDER:

Chair Roundy of the Regional Transit Committee called the meeting to order at 10:01 a.m. on the above date at the Orland Carnegie Community Center, Council Chambers, Orland, California.

(2) PLEDGE OF ALLEGIANCE:

Pledge of Allegiance was recited.

(3) ROLL CALL:

Roll Call of Members appointed to the 2013 Regional Transit Committee.
Members and staff present as noted below:

MEMBERS PRESENT:

Bruce Roundy, Orland (Chair)	John Viegas, County	Larry Domenighini, Willows
Michael Murray, County	Gary Hansen, Willows	Salina Edwards, Orland (Alt)

MEMBERS ABSENT:

James Paschall, Sr., Orland

STAFF PRESENT:

Mardy Thomas, Senior Planner
Casey Murray, Assistant Planner

OTHERS PRESENT:

Steve Soeth, County Board of Supervisors
Dwight Foltz, County Board of Supervisors
Nora Hogan, Caltrans
Gloria Ponciano, Paratransit Services
Roy R. Seiler, CPA

(4) APPROVAL OF MINUTES:

Minutes of November 21, 2013 meeting

On a motion by Member Murray, seconded by Member Roundy, it was unanimously voted to approve the minutes of November 21, 2013 as presented.

(5) CONSENT ITEMS:

A. None

(6) **ITEMS FOR CONSIDERATION AND ACTION:**

- A. Short-term extension of Glenn Transit Service Operations contracts with Paratransit Services, Inc.

Member Viegas recused himself due to a conflict of interest.

Members and staff discussed the matter.

On a motion by Member Hansen, seconded by Member Edwards, it was voted to approve the extension of the Glenn Transit GTS Transit Operations Agreement and the Glenn Transit GTS Agreement for Management and Operations of the Orland and Willows Subsidized Taxi Transportation Program for a period of 60 days or until March 1, 2014 based on the following vote:

Ayes: Members Murray, Hansen, Domenighini, Edwards, and Roundy (Chair)

Noes: None

Abstain: Member Viegas

(7) **UNSCHEDULED MATTERS AND FUTURE AGENDA ITEMS:**

(If the matter is not on the agenda, the public may address the Commission at this time. Unless the matter qualifies for an exemption under the provisions of Government Code Section 54954.2 (b), action or discussion cannot be taken on Unscheduled Matters).

Member Hansen discussed having a future agenda item to move the start time for the meeting to 9:00 a.m. instead of 10:00 a.m.

(8) **NEXT MEETING:**

Thursday, January 16, 2014, at
Willows Memorial Hall, Board of Supervisors' Chambers
525 West Sycamore Street, Willows at 10:00 a.m.

(9) **ADJOURNMENT OF REGIONAL TRANSIT COMMITTEE MEETING:**

There being no further business, Chair Roundy adjourned the meeting at 10:08 a.m.

REGIONAL TRANSIT COMMITTEE

Chairman

GLENN COUNTY TRANSPORTATION COMMISSION

(1) **CALL TO ORDER:**

Chair Soeth of the Glenn County Transportation Commission called the meeting to order at 10:09 a.m. on the above date at the Orland Carnegie Community Center, Council Chambers, Orland, California.

- (2) **ROLL CALL:**
Roll Call of Commissioners appointed to the 2013 Glenn County Transportation Commission.
Commissioners and staff present as noted below:

COMMISSIONERS PRESENT:

Steve Soeth, County (Chair) Michael Murray, County Gary Hansen, Willows
Bruce Roundy, Orland John Viegas, County

COMMISSIONERS ABSENT:

James Paschall, Sr., Orland

STAFF PRESENT:

Mardy Thomas, Senior Planner
Casey Murray, Assistant Planner

OTHERS PRESENT:

Dwight Foltz, County Board of Supervisors
Larry Domenighini, Willows City Council
Salina Edwards, Orland City Council
Nora Hogan, Caltrans
Gloria Ponciano, Paratransit Services
Roy R. Seiler, CPA

- (3) **APPROVAL OF MINUTES:**
Minutes of November 21, 2013 meeting

On a motion by Commissioner Murray, seconded by Commissioner Roundy, it was unanimously voted to approve the minutes of November 21, 2013 as presented.

- (4) **CONSENT ITEMS:**
A. None

- (5) **ITEMS FOR CONSIDERATION AND ACTION:**
A. Acceptance of annual financial audit report for Fiscal Year 2012/2013 with the approval of Resolution No. 2013-09 and authorize distribution of reports to all required agencies.

Commissioners and staff discussed the matter.
Roy R. Seiler, CPA, presented the audit report.

On a motion by Commissioner Murray, seconded by Commissioner Viegas, it was unanimously voted to adopt Resolution No. 2013-09 approving and accepting the annual audit of the Glenn County Transportation Commission and authorizing the Interim Deputy Director to distribute the necessary documents to the appropriate agencies.

(6) **UNSCHEDULED MATTERS AND FUTURE AGENDA ITEMS:**

(If the matter is not on the agenda, the public may address the Commission at this time. Unless the matter qualifies for an exemption under the provisions of Government Code Section 54954.2 (b), action or discussion cannot be taken on Unscheduled Matters).

Discussion was held to have a future agenda item to move the start time for the meeting to 9:00 a.m. instead of 10:00 a.m.

Mr. Thomas explained election of officers would occur at the next meeting in January.

Commissioners, staff, and Caltrans discussed traffic issues along State Highway 32 east of the City of Orland. Issues included moving speed limit signs and adding dedicated turn lanes near pumpkin patch.

(7) **NEXT MEETING:**

Thursday, January 16, 2014, at
Willows Memorial Hall, Board of Supervisors' Chambers
525 West Sycamore Street, Willows at 10:00 a.m.

(8) **ADJOURNMENT OF TRANSPORTATION COMMISSION MEETING:**

There being no further business, Chair Soeth adjourned the meeting at 10:23 a.m.

TRANSPORTATION COMMISSION

Chairman

ATTEST:

Mardy Thomas, Senior Planner

GLENN COUNTY REGIONAL TRANSIT COMMITTEE

DI AULABAUGH, INTERIM DEPUTY DIRECTOR
PHONE:(530)934-6540 FAX:(530)934-6533

AGENDA ITEM

MEETING OF JANUARY 16, 2014

SUBJECT

Change of meeting time

ATTACHMENTS

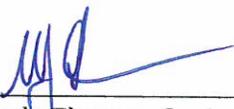
- None

BACKGROUND & DISCUSSION

During the past several years, the Regional Transit Committee meetings have been held jointly with the Glenn County Transportation Commission. These meetings are held as necessary on the third Thursday of each month starting at 10:00 am. The location of the meeting alternates between the Willows Memorial Hall Board of Supervisor Chambers and the Orland Carnegie Hall City Council Chambers.

During the previous meeting, a request was made to consider a change in the start time of these meetings. The proposal was made to change the start time from 10:00 am to 9:00 am. Staff has placed the matter on the agenda as requested. In reviewing the matter, staff concluded that the following items should be considered:

- The 9:00am start time is consistent with other day meetings held by Glenn County and the Glenn Local Agency Formation Commission (LAFCO).
- There do not appear to be any conflicts with other meetings at the two meeting venues currently used.
- An earlier start time may encourage more public participation as working individuals, students, or other interested persons may have less conflict with any personal appointments.
- Should the Committee wish to alter the meeting start time, it may be prudent to set the date of the change a few months into the future. This would allow the change of schedule to be advertised broadly so that the public is informed of the new meeting time.


Mardy Thomas, Senior Planner

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Agenda Item#

RECOMMENDATION

If desired, approve the change of the meeting start time to 9:00am effective March 1, 2014 or for the regular March meeting of the Regional Transit Committee.

GLENN COUNTY REGIONAL TRANSIT COMMITTEE

DI AULABAUGH, INTERIM DEPUTY DIRECTOR
PHONE:(530)934-6540 FAX:(530)934-6533

AGENDA ITEM

MEETING OF JANUARY 16, 2014

SUBJECT

Award of Glenn Transit Service transit operations and management contract.

ATTACHMENTS

- RFP proposals (CD)
- Proposal Evaluation Form
- Proposal Scoring Summary
- Draft Agreement

BACKGROUND & DISCUSSION

During the past seven years, Glenn Transit Service (GTS) has contracted with Paratransit Services, Inc. (Paratransit) to operate the transit services offered by GTS. Initially, Paratransit only bid to operate the fixed-route service. The operation of the demand response service was bid separately and initially Paratransit did not submit a bid. When the demand response solicitation for bids had to be re-advertised, Paratransit was invited to submit a bid so that there would be at least two bids to evaluate. The contract to operate the demand response transit services was awarded to Paratransit.

The current agreement between Paratransit and GTS will expire on 12/31/2013. Under Federal Transit Administration regulations, GTS is required to solicit new bids for the operation and management of its transit services. After review by Caltrans Division of Mass Transportation staff, the Regional Transit Committee approved the release of a Request for Proposals on October 25, 2013. This proposal was advertised on the California Association for Coordinated Transportation website, on transittalent.com, distributed to Integrated Marketing Systems, and directly sent to six transit contractors. Three firms submitted paperwork and attended a pre-qualification meeting with GTS staff on November 12, 2013. These three firms, MV Transportation, Inc., First Transit, Inc. and Paratransit Services, Inc. submitted responsive bids by the December 17, 2013 deadline.


Mardy Thomas, Senior Planner


Agenda Item#

GTS staff put together a panel of individuals familiar with GTS transit services and/or transit in general to assist in the evaluation of the proposals. Each person was provided with an evaluation score sheet to assist in their evaluation of the proposals and to provide a means whereby the proposals could be objectively analyzed. Scoring was weighted more heavily toward the proposer's qualifications, experience, and performance. The evaluations were completed by the following individuals:

- Polly Chapman, Trinity County Transit
- Casey Murray, Glenn County Planning & Public Works Agency
- Becky Hansen, Glenn County Human Resources Agency
- Peggy White, Glenn County Planning & Public Works Agency (retired)
- Barbara O'Keefe, Tehama County Transportation Commission
- Mardy Thomas, Glenn County Planning & Public Works Agency

A summary of the scoring for each proposal by each individual has been included as an attachment.

According to the results of the evaluation, Paratransit Services, Inc. (Paratransit) scored the best among all evaluators. Evaluators cited Paratransit's record of service with GTS, understanding of the needs of rural transit, accessible staff, quality of training, and benefits to their staff as attributes in Paratransit's favor. Paratransit has been very flexible and easy to work with.

RECOMMENDATION

Award the Transit Operations and Management contract for all transit services provided by Glenn Transit Service to Paratransit Services, Inc. for an initial period of five years and four months and authorize the Interim Deputy Director to execute the contract.



RFP REVIEW

PROPOSER INFORMATION

Name _____

RATINGS

Please rate the proposer on the following categories and score from 1 to 5.

Example:

1 2 3 4 5
Low High

Maximum
Score

Score

Questions listed are to assist the evaluator in determining a score in each sub category.

Responsiveness and Comprehensiveness of the Proposal

Understanding of Glenn Transit Service Operations

Does the proposer have a clear understanding of the services provided by GTS?

5

Does the proposer exhibit understanding of the Scope of Work?

Comprehensiveness

Does the proposer address all aspects of GTS transit operations?

5

Services

Do the services offered by the proposer match the needs of GTS?

5

Total

Firm Qualifications

Staff Qualifications

Does the proposed staff have adequate credentials?

5

Can the proposer successfully transition into an existing operation?

Adequate staffing proposed to perform work

Has the proposer committed sufficient resources to operate GTS transit services?

5

Does the allocation of resources show an understanding of the Scope of Work?

Staff benefits, incentives, training, and maintenance of employee morale

Can the proposer show they can keep employee turnover down?

5

Will the proposer provide adequate training to drivers and other employees?

Does the proposer provide adequate employee performance incentives?

Understanding of ADA requirements

5

Total

Experience and Performance

References

Does the proposer demonstrate ability to successfully operate a transit service?

5

Ability to Work effectively w/GTS and others

Does the proposer demonstrate a history of establishing positive working relationships?

5

Does the proposer demonstrate a pattern of good customer service?

Experience coordinating transportation for paratransit transit services

5

Ability to assist in maintaining current levels of service		
<i>Demonstrated pattern of improving service in areas where proposer has been contracted?</i>	5	
Ability to assist in expanding current levels of service	5	
Ability to deliver services within budget	5	
Total		
Price		
Reasonableness of costs		
<i>Do start-up costs seem reasonable?</i>	5	
<i>Are the cost escalations from year to year reasonable?</i>		
Reasonableness of proposed wages, benefits, and incentive programs		
<i>Will the proposed wages and benefits help to retain quality employees?</i>	5	
<i>Do the proposed wages and benefits appear reasonable in relation to the fixed and hourly rates?</i>		
Total		
TOTAL SCORE	75	

EVALUATION

Additional Comments

Signature of Evaluator

Evaluator Name (Print)

Date

Proposal Evaluation Summary

Evaluator		PC, Trinity			CM, PPWA			BH, GC HRA			PW, PPWA			BOK, TCTC			MT, PPWA		
Evaluation Criteria	Max Points	MV	FT	PT	MV	FT	PT	MV	FT	PT	MV	FT	PT	MV	FT	PT	MV	FT	PT
Responsiveness and Comprehensiveness of the Proposal	15	9	10	15	15	15	15	12	12	12	12	12	14	6	9	15	12	11	15
Firm Qualifications	20	14	19	19	18	19	20	18	18	19	16	18	18	9	15	19	16	18	20
Experience and Performance	30	21	26	30	30	30	30	27	24	26	26	28	27	14	23	25	26.5	29	29
Price	10	7	8	9	8	8	9	8	8	8	6	10	10	4	7	9	7.5	9	9.5
Total Score	75	51	63	73	71	72	74	65	62	65	60	68	69	33	54	68	62	67	73.5

Highest scores by evaluators are noted in red.

Proposing Firm	Max Points	Total Received
MV Transportation, Inc. (MV)	450	342
First Transit, Inc. (FT)	450	386
Paratransit Services, Inc. (PT)	450	422.5

DRAFT AGREEMENT

GLENN TRANSIT SERVICE

TRANSIT OPERATIONS AGREEMENT

This AGREEMENT for management and operation of all transit services provided by Glenn Transit Service, hereinafter referred to as "GTS" is made and entered into this _____ day of _____ 2013 by and between the Regional Transit Committee, hereinafter referred to as "RTC" and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, on October 25, 2013, RTC authorized the release of a Request for Proposals (RFP) for the management and operation of all GTS transit services; and

WHEREAS, CONTRACTOR submitted a proposal _____, 2013 in response to said RFP to provide such services in the manner and for the costs set forth in the proposal to address the management and operation of the fixed route system (Glenn Ride), Dial-A-Ride demand response service, and the Volunteer Medical Transportation Program; and

WHEREAS, RTC has determined that CONTRACTOR has the experience, expertise, personnel and other useful assets of sufficient quantity and quality to manage and operate all of GTS's transit services;

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. PURPOSE OF AGREEMENT

RTC hereby enters into an AGREEMENT with CONTRACTOR to manage and operate all transit services provided by GTS upon the terms and conditions hereinafter set forth.

2. COMPLETE AGREEMENT

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the RTC and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. RTC's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of RTC's right to such performance by CONTRACTOR.

3. RTC DESIGNEE

The EXECUTIVE DIRECTOR of the RTC or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of RTC as set forth in the herein AGREEMENT, subsequent to the authorization by RTC.

4. TERM OF AGREEMENT

4.1 INITIAL TERM

Subject to the terms and conditions of this AGREEMENT, the initial term shall be from January 1, 2014 through and including June 30, 2019.

4.2 OPTION TERMS

RTC at its sole discretion may extend this agreement for up to two option periods of two years each for a maximum contract term, including the initial term, of nine and one half years. The compensation rates to be paid during any portion of any such option period shall be set in accordance with Exhibit D or by the mutual agreement of both parties as evidenced by an amendment to this AGREEMENT as defined in Sections 10 and 26. RTC shall notify CONTRACTOR of the decision to exercise an optional term on or before April 1, 2019 for the initial two year option and by April 1, 2021 for the second option term.

4.3 MONTH-TO-MONTH EXTENSIONS

Upon completion of the initial term of this AGREEMENT, including any option terms described in Section 4.2, RTC may, at its sole discretion, extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three months. RTC shall notify CONTRACTOR of such extensions at least 30 days prior to the termination date of this AGREEMENT. The compensation rate in effect during the last monthly period of the full term of this AGREEMENT or any option terms as applicable shall remain in effect during any such extensions.

5. SCOPE OF WORK

CONTRACTOR shall provide the transportation services set forth in Exhibit "D" Transportation Programs "Scope of Work" by this reference made a part of this AGREEMENT. Such services shall continue to be provided by CONTRACTOR until the "Scope of Work" is amended as prescribed by Sections 10 and 26. The recitals in Exhibit "A" for GTS, Exhibit "B" for CONTRACTOR, and Exhibit C are hereby affirmed and incorporated into this AGREEMENT and included in the "Scope of Work".

6. MAXIMUM OBLIGATION

RTC agrees to pay CONTRACTOR in consideration for its services as described herein. The annual maximum cost to be paid by RTC to CONTRACTOR shall not exceed the amounts listed in Exhibit "E" based on the services specified in Section 5.

7. PRICE FORMULA

RTC agrees to pay CONTRACTOR as prescribed by Exhibit "E" for management, technical service and performance of the services set forth in Section 5 of this AGREEMENT.

7.1 COMPENSATION DEFINITIONS

Service Hour:

A vehicle service hour is defined as one vehicle providing passenger service for one hour during the service hours specified herein. A vehicle service hour shall be deemed to have commenced when a vehicle leaves the service storage yard to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator meal periods. A vehicle service hour shall terminate when a vehicle returns to the service storage yard prior to any cleaning, servicing or fueling of the vehicle. The hourly rate shall include vehicle operator wages, fringe benefits, indirect labor and all consumable material costs that can be tracked by vehicle service hour.

Monthly Rate:

Monthly rate compensation includes the following, except that which is included under Section 8: Vehicle operator non-service wages; management, controller and maintenance employee wages and said employees' fringe benefits and indirect labor costs; bus washing and cleaning supplies; uniforms; report reproduction; office supplies; project telephones; all other related operational costs; and the contract management fee.

Exclusions:

Compensation for those items and services provided by GTS and which are specified in Exhibit "E" shall not be included in the hourly or monthly rates as defined above. Such items and services include, but are not limited to diesel fuel; tires; tire mounting; radios; vehicles; licenses for radios and vehicles; routine maintenance of radios; major facility furnishings; office copy machine; all major vehicle components which are engines, transmissions, differentials, and design retrofits; and, office, garage and parking facilities. Additionally, GTS shall provide all marketing, tickets, passes, brochures, and related collateral GTS materials.

Adjustments:

Upon the addition, deletion or replacement of two or more vehicles, GTS and CONTRACTOR shall meet and confer on each occasion for the purpose of adjusting the price formula to reflect the changed conditions, if any, of this AGREEMENT.

8. EXTRA SERVICES

Special promotional, community and charter services shall be considered extra services and will be provided only with the authorization of GTS and the mutual consent of the CONTRACTOR. Such services shall be defined as those non-permanent vehicle service hours operated outside of the services identified in Section 5. Extra services shall be considered a change to this AGREEMENT as defined herein and shall be in excess of the maximum price defined in Exhibit "E".

9. INDEPENDENT CONTRACTOR

9.1 CONTRACTOR

Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is an independent contractor performing services under this agreement for the consideration herein set forth.

9.2 CONTRACTOR EMPLOYEES

CONTRACTOR'S employees shall at all times be and remain the sole employees of CONTRACTOR, and CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits. CONTRACTOR, without any cost or expenses to GTS, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employee and shall indemnify and hold harmless GTS from and against any and all liability, damages, claims, costs and expenses of whatever nature arising from alleged violation of such enactments or from any claims of subrogation provided for in such enactment or otherwise.

9.3 EXPIRATION OR TERMINATION OF AGREEMENT

This AGREEMENT does not constitute a contract of employment between GTS and CONTRACTOR or any agents, officers or employees of CONTRACTOR. After the expiration or termination of this AGREEMENT, CONTRACTOR'S successor shall be permitted to hire any CONTRACTOR employees previously employed on this program. At that time, in hiring a CONTRACTOR employee or a former CONTRACTOR employee, GTS shall ensure and require that such employment process fairly treat former CONTRACTOR employees as members of the general public with no discrimination, no waiver of job advertising, no consideration of employee's seniority with CONTRACTOR and no other privilege different from that accorded to members of the general public.

10. AMENDMENTS

RTC, without invalidating this AGREEMENT, may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing with a 30 day

notice. If justified, the "Maximum Obligation" under Section 6 will be adjusted accordingly. New provisions must be mutually agreeable to both GTS and CONTRACTOR.

The AGREEMENT may be reopened, on the request of either party, if operational costs change due to improvement in service and/or reductions in demand due to planned changes.

Given the increased accessibility and hours of service of the fixed route service and the potential for variance in estimated Dial-A-Ride service hours needed to meet ADA requirements, the Contract may be reopened, on the request of either party in the event of a variance of 5% or higher in Fixed Route or Dial-A-Ride service hours, and the Price Formula renegotiated.

11. GENERAL AND VEHICLE INSURANCE

11.1 GENERAL LIABILITY

Throughout the term of the AGREEMENT, CONTRACTOR shall procure and maintain a comprehensive general liability policy providing FIVE MILLION DOLLARS (\$5,000,000) per occurrence combined single limit bodily injury and property damage coverage. Said policy shall include coverage for premises (specifically including all of the facility and property provided by GTS for CONTRACTOR's use during the term of this contract), personal injury, and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Contractor shall name GTS and each of the member jurisdictions, or other parties as required by GTS, including its officers, employees and agents, as additional insured on said policy and shall provide evidence of such insurance within 30 days of the notice of contract award. Such Policy or policies shall provide that they may not be cancelled without at least 30 days written notice to GTS. Contractor shall provide GTS a copy of the current policy of insurance and all endorsements within 10 days of receiving such a request from GTS.

11.2 VEHICLE LIABILITY

CONTRACTOR shall provide GTS with vehicle liability insurance in the amount FIVE MILLION DOLLARS (\$5,000,000) per occurrence combined single limit for bodily injury and property damage. Coverage will also include collision and comprehensive physical damage with a deductible not to exceed TEN THOUSAND DOLLARS (\$10,000). Any deductible will be the responsibility of CONTRACTOR. CONTRACTOR shall name GTS and each of the member jurisdictions, or other parties as required by GTS, including its officers, employees and agents, as additional insured on said policy and shall provide evidence of such insurance within 30 days of the notice of contract award. Such Policy or policies shall provide that they may not be cancelled without at least 30 days written notice to GTS. Contractor shall provide GTS a copy of the current policy of insurance and all endorsements within 10 days of receiving such a request from GTS.

11.3 LIABILITY LIMIT – VEHICLES

In case of damage, destruction or loss of any vehicle or equipment provided by GTS under the terms of this AGREEMENT, GTS agrees that the liability of CONTRACTOR for said damage or destruction shall be limited to the cash value of the vehicle or equipment at the time of loss based on the original purchase price, the expected life of the vehicle or equipment as determined by the GTS depreciation schedule, and straight line depreciation.

11.4 FIDELITY BOND

During the term of this AGREEMENT, CONTRACTOR shall maintain an appropriate fidelity bond or other security acceptable to GTS providing protection up to the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) with respect to any one occurrence or theft by CONTRACTOR's employees, officers or agents of GTS funds, equipment, or inventory other than vehicles.

11.5 FAILURE TO PROVIDE INSURANCE

Upon failure of CONTRACTOR to furnish, deliver, or maintain any insurance and certificates as required by this AGREEMENT, at the election of GTS, this AGREEMENT may be immediately terminated as provided in Section 22. Failure of CONTRACTOR to obtain and maintain any required insurance shall not relieve CONTRACTOR from any liability under this AGREEMENT, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification.

12. INDEMNIFICATION

Except as may otherwise be provided in this AGREEMENT, CONTRACTOR shall investigate, indemnify, defend, and hold harmless GTS, its officers, agents, employees, volunteers and assigns against any and all claims, demands, losses liabilities or damages of any kind or nature whether real or alleged which GTS, its officers, agents, employees, volunteers, and assigns may sustain, incur, or which may be imposed upon them arising from or caused by the negligence or willful misconduct of, or any act, neglect, default or omission of CONTRACTOR, its officers, agents, employees, volunteers, or assigns in the performance of this AGREEMENT. This paragraph shall survive the termination of this AGREEMENT or any extensions thereof.

13. PERFORMANCE BOND

The faithful performance by CONTRACTOR of each and every term, condition and provision of this AGREEMENT is expressly made a condition precedent for the payment of any sums agreed herein to be paid to CONTRACTOR by RTC. To insure performance, CONTRACTOR shall post with GTS a bond or other acceptable security in the amount of 25% of the first full year contract price. Such bond or security shall be subject to the approval of RTC's attorney and

the Glenn County Finance Director and shall be executed by CONTRACTOR and a surety company licensed to do business as such in the State of California. The condition of the bond shall be that the CONTRACTOR shall fully and faithfully perform all conditions and covenants of this AGREEMENT of the face amount of such bond shall be forfeited to GTS. The bond may be a renewable one year bond and shall be renewed annually before its expiration date; provided, however, that such bond must remain in full force and effect from and after the date GTS makes any demands for payment on the bond until GTS releases such claim. Provision of such bond or its equivalent is a material covenant of this agreement and GTS shall not approve any security which is not unconditionally payable to GTS upon GTS demand. GTS reserves the right to rescind the requirement for a performance bond at any time.

14. WORKER'S COMPENSATION

CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions and furnish GTS with a Certificate of Insurance before commencing performance of the work of this Agreement. CONTRACTOR shall maintain WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. Furthermore, CONTRACTOR shall indemnify GTS, its officers, agents, employees, volunteers, or assigns, for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this provision or which arise out of any job related injury, including third party claims against GTS by CONTRACTOR's or subcontractor's employees. The indemnification provisions of this paragraph shall survive the termination of this AGREEMENT or any extensions thereof.

15. INVOICES

15.1 HOURLY COSTS

All hourly costs shall be invoiced to GTS monthly following the service month provided. Said invoices shall specify the dates of service and the number of vehicle service hours claimed. Hourly costs shall be directly traceable by dispatcher and/or driver trip sheets and/or employee timecards.

15.2 MONTHLY RATE

The monthly fixed rate and insurance rate shall be invoiced monthly following the service month provided. All reports and submissions required under this AGREEMENT shall be accurately completed and submitted to GTS prior to payment of said monthly rate invoices.

15.3 EXTRA SERVICES

Any extra services provided under this AGREEMENT shall be invoiced separately following the provision of such services. Copies of all appropriate passenger and service logs shall be attached to each extra service invoice prior to payment.

16. PAYMENTS

All payments by GTS to CONTRACTOR shall be made in arrears. Payment shall be made by GTS no more than thirty (30) days from receipt of an invoice. Payment of invoices will be made on a monthly basis. If GTS disputes any item on an invoice for a reasonable cause, GTS may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within fifteen (15) working days of the receipt of the invoice by GTS. GTS shall assign a sequential reference number to each such deletion. Payments shall be by voucher or check payable to and mailed first-class to:

17. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of GTS. Operating revenues include, but are not limited to, all fares and the proceeds from the sale of tickets and passes. Operating revenues shall be counted and kept separately under appropriate security. Within one working day from collection, unless otherwise agreed upon, CONTRACTOR shall deposit fares at a banking institution as directed by GTS. Reports on the revenues collected and deposited shall be provided to GTS on a timely basis. GTS shall be provided with a written description of CONTRACTOR's procedures regarding the collection, counting and controlling of fare revenues. These procedures are subject to GTS's approval.

18. CONTROL

18.1 SERVICE CONTROL

All services to be rendered by CONTRACTOR under this AGREEMENT shall be subject to the control of GTS. CONTRACTOR shall advise GTS of matters of importance and make recommendations when appropriate; however, final service shall rest with GTS.

18.2 CONTRACTOR EMPLOYEES

GTS shall not interfere with the management of CONTRACTOR's normal internal business affairs and shall not attempt to directly discipline or terminate CONTRACTOR employees. GTS may advise CONTRACTOR of the performance of any employee having a negative effect on the service being provided.

19. CONTRACT ASSIGNMENT

This AGREEMENT shall not be sold, assigned, transferred, conveyed or encumbered by CONTRACTOR without the prior written consent of GTS.

20. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to the provisions of this AGREEMENT, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with Part 3, Title 9 of the California Code of Civil Procedure (CCP section 1280, et seq) with venue in Glenn County and judgment upon the award rendered by the arbitrator(s) shall be entered in court in Glenn County, California. (CONTRACTOR stipulates that these courts shall be the courts of venue for any action arising out of this AGREEMENT.) The losing party or parties shall bear the cost of any arbitration proceeding or judicial action commenced hereunder, such cost to include reasonable arbitrator's fees, attorneys fees incurred by the prevailing party, as well as other reasonable costs incurred by the prevailing party. The Federal Acquisition Regulation shall be used where applicable to define, resolve, and settle procurement issues. Unless otherwise directed by GTS, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

21 STOP WORK

GTS may stop work on GTS's transportation system upon forty-eight (48) hours written notice to CONTRACTOR. GTS shall be liable for all relevant costs incurred prior to the stop-work period and for restart, if any. When exercising this provision, GTS shall be obligated for the costs of severance for personnel assigned to GTS's transportation system in accordance with the published policy and procedures of CONTRACTOR, a copy of which shall be provided to GTS upon request. Additionally, the cost associated with operations and facilities close down, shall be the obligation of GTS. CONTRACTOR shall make all reasonable efforts to minimize costs to GTS.

22. TERMINATION FOR DEFAULT

22.1 CONTRACTOR DEFAULT

All the terms, conditions, and covenants of this AGREEMENT are considered material and in the event CONTRACTOR breaches or defaults in the performance of any such terms, conditions, or covenants which are to be kept, done or performed by it, GTS shall give CONTRACTOR ten days written notice either by certified mail or by personal delivery by a GTS representative, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period or more than ten days thereafter to remedy, or cure such breach or default, then GTS, without further notice, may terminate this AGREEMENT. In the event of termination of this AGREEMENT as hereinabove specified, GTS shall have the right to take immediate possession of all equipment and facilities provided by GTS to CONTRACTOR and of the facilities and

equipment supplied by CONTRACTOR under the provisions of this AGREEMENT. In the event GTS does take possession of CONTRACTOR-supplied facilities and equipment, CONTRACTOR shall be reimbursed by GTS for the actual cost of the temporary use of said facilities and equipment. If it is later determined by GTS that CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, GTS, after setting up a new delivery of performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

22.2 BANKRUPTCY

Either (a) the appointment of a receiver to take full possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the agreement by CONTRACTOR and GTS shall have the option to terminate this AGREEMENT. The parties specifically agree that the selection of CONTRACTOR is based on factors that render contractor specially suited to perform this AGREEMENT, such that the identity of contractor is central to the obligations in this contract. Accordingly, this contract is similar to a personal services contract and non-assignable under 11 USC 365 (c).

23. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at any time in whole or in part for its convenience and without any reason, by giving to other party ninety (90) days written notice thereof.

After receipt of a notice of termination, and except as otherwise directed by the Executive Director, CONTRACTOR shall:

- (a) Stop work under the AGREEMENT on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to GTS in the manner, at the times, and to the extent directed by the Executive Director, all of the right, title, and interest of CONTRACTOR under the orders and subcontracts so terminated, in which case GTS shall have the right, in its

discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Executive Director, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to GTS and deliver in the manner, at the times, and to the extent, if any, directed by Executive Director work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work. terminated, and the completed or partially completed plans, drawings, information and other property which, if the AGREEMENT had been completed, would have been required to be furnished to GTS; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Executive Director, any property of the types referred to above, provided, however, that CONTRACTOR shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Executive Director, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by GTS to CONTRACTOR under this AGREEMENT or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Executive Director may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Executive Director may direct, for the protection or preservation of the property related to this AGREEMENT which is in the possession of CONTRACTOR and in which GTS has or may acquire an interest.

- (d) CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to GTS to be paid CONTRACTOR.

24 REMEDIES ON BREACH (WAIVER OF REMEDIES)

The duties and obligations imposed by the AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GTS or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. In the event that GTS elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver shall not limit GTS's remedies for any

succeeding breach of that or of any other term, covenant or condition of this AGREEMENT. It is agreed that in the event of failure by CONTRACTOR to perform the services required by this AGREEMENT, in addition to all other remedies, penalties and damages provided by law, GTS may provide such services, and deduct the cost of doing so from the amounts due or to become due to the CONTRACTOR. The costs to be deducted shall be the actual costs to GTS to provide such services.

25 RIGHTS UPON TERMINATION OR EXPIRATION AND WAIVER OF CLAIMS

Upon expiration or earlier termination of this AGREEMENT, GTS shall have the right to provide the services by means of its own employees or pursuant to contract with other carrier(s) or otherwise. CONTRACTOR agrees to forever waive any claim, of any sort or nature, against GTS based upon GTS's operation, or contracting for the operation, of the service, or any portion of it. CONTRACTOR shall also waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under Section 3(e) of the Federal Transit Act of 1964 (49 USC Sec. 1602(e)), as it now exists or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of the law. Having entered into this AGREEMENT shall not be the sole reason whereby the CONTRACTOR shall be inhibited, penalized, or disqualified from submitting proposals for subsequent transportation, management, and operation programs under the jurisdiction of GTS.

26 MODIFICATION OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to the subject matter of this AGREEMENT and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements or conditions with respect to the subject matter of this AGREEMENT except those contained in this writing.

27 NOTICES

All notices required to be given with respect to this AGREEMENT shall be in writing and mailed first class, postage prepaid to the persons named below or at such addresses as the parties may file with each other for such purpose.

If to Contractor: _____

If to GTS: Executive Director
 Regional Transit Committee
 P.O. Box 1070
 Willows, CA 95988

28 PROPRIETARY RIGHTS

All inventions, improvements, discoveries, proprietary rights, copyrights and patents made by CONTRACTOR under this AGREEMENT shall be made available to GTS with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to GTS at no charge but shall be owned by CONTRACTOR and shall not be disclosed, or released by GTS without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this AGREEMENT for specific use in GTS's system shall become the property of GTS. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers and other formal publications shall be approved by GTS prior to release.

29 FORCE MAJEURE

CONTRACTOR shall not be held responsible for losses, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events may include, but are not restricted to, the following: Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government; riots, strikes, war or other civil disorders; or fuel shortages. In every case, CONTRACTOR shall resume performance at the earliest possible date following the cessation of such unforeseen causes or events. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

30 INFORMATION AND DOCUMENTS

All information, data, reports, records, maps, survey results that exist, are available, and are necessary for carrying out the work under this AGREEMENT, shall be furnished to CONTRACTOR without charge by GTS, and GTS shall cooperate in every way possible in the carrying out of the work without undue delay. CONTRACTOR understands that such records are subject to the California Public Records Act.

31 EMERGENCY PROCEDURES

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct service from GTS is intact, CONTRACTOR shall follow instruction of GTS. If the normal line of direct service is broken, and for the period it is broken, CONTRACTOR shall make best use of transportation resources following to the degree possible the direction of an organization such as the Glenn

County Office of Emergency Services, the police, Red Cross, or National Guard, which appears to have assumed responsibility within GTS's service area. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" and "Payment" or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such major emergency services shall be over and above the "Maximum Obligation" of this contract. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

32 ACCESS TO RECORDS (AUDIT AND INSPECTION)

32.1 ACCESS BY AUTHORIZED REPRESENTATIVES

In accordance with 49 C.F.R. 18.36(i), CONTRACTOR shall permit GTS, the FTA Administrator, the Comptroller General of the United States, the California State Controller, or any of their authorized representatives access to any to books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Further, CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

32.2 MAINTENANCE OF RECORDS

CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, 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 the GTS, the FTA Administrator, the Comptroller General, 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).

32.3 SUBCONTRACTORS

CONTRACTOR shall require all subcontractors to comply with this provision.

33 TRANSFER OF TITLE TO EQUIPMENT

All equipment, parts and supplies purchased by CONTRACTOR under this AGREEMENT, either as a direct charge expense or within the defined scope of services, shall become the property of GTS upon either the payment of the direct charge invoice or the expiration or termination of this AGREEMENT for any reason unless otherwise specified in writing. The applicable depreciation schedule and residual value, if any, of such items shall be established prior to the execution of this AGREEMENT. CONTRACTOR shall maintain a perpetual inventory

of all such equipment and supplies purchased under this and any prior agreement, to be submitted for review on or before August 31 of each year. CONTRACTOR shall be responsible for the replacement of any equipment, parts and supplies purchased or provided, either by GTS or CONTRACTOR, under this AGREEMENT that is lost or unreasonably destroyed while under the control of CONTRACTOR.

34 TRANSPORTATION DATA REPORTING

CONTRACTOR shall report operating and financial data to GTS in accordance with the California Public Utilities Code, Chapter 4, Section 99243, and California Administrative Code Title 21, Chapter 3, Subchapter 2, as required under California Transportation Development Act, and with Level "R" of the Uniform Financial Accounting and Reporting Elements as required by the National Transit Database System and the Federal Transit Act of 1964 as both are amended from time to time.

35 PERMITS AND LICENSES

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now or hereafter required by any agency, specifically including, but not limited to, those that may be required by the California Public Utilities Commission (PUC), the California Highway Patrol, the Department of Motor Vehicles and local jurisdictions, to enable CONTRACTOR to perform this agreement.

Copies of all such entitlements shall be provided to GTS when received by CONTRACTOR. In the event that any aspect of this AGREEMENT requires prior approval by the PUC, the CONTRACTOR shall submit necessary application forms. Both parties shall appear as necessary and cooperate in the commission approval process. GTS reserves the right to oppose, support or be neutral on any such request and on the PUC's ruling thereon. CONTRACTOR covenants to obtain all such approvals before commencing operations, and to conform to the PUC ruling thereon, at its sole cost and expense.

36. NON-DISCRIMINATION IN EMPLOYMENT AND GTS

36.1 DISCRIMINATION - EMPLOYEES

In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin or ancestry.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or terminations; rates of

pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of GTS. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

36.2 COMPLIANCE WITH TITLE VI

CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

36.3 PASSENGERS

CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any passenger or patron because of race, color, religion, sex, age, or national origin or ancestry.

36.4 COMPLAINTS

CONTRACTOR shall promptly notify GTS of any discrimination complaints. CONTRACTOR shall, at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct the CONTRACTOR'S discrimination in employment and/or GTS and shall fully save harmless and indemnify GTS in this regard.

37. LABOR PROVISIONS

In accordance with 40 U.S.C. 329 and 29 CFR Part 5, CONTRACTOR hereby certifies compliance with the following provisions related to the employment of mechanics and laborers under the Contract Work Hours and Safety Standards Act.

37.1 OVERTIME REQUIREMENTS.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week.

37.2 VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES.

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, contractor and any subcontractor responsible therefore shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen or guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 515 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

37.3 WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES.

GTS shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

37.4 NON-CONSTRUCTION GRANTS.

Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting Officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

37.5 SUBCONTRACTS.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (a) through (e) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (a) through (e) of this paragraph.

CONTRACTOR and any subcontractor shall comply with 40 U.S.C. 3701.

38 TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

38.1 GENERAL TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS

To the extent that the Federal Transit Administration (FTA) determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.-Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternative provisions for these projects are set forth in subsections (b) and (c) of this clause.

38.2 TRANSIT EMPLOYEE PROTECTIVE REQUIREMENTS FOR PROJECTS AUTHORIZED BY 49 U.S.C. § 5311 IN NONURBANIZED AREAS

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or part with Federal assistance provided by FTA.

39. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONTRACTOR.

40. CIVIL RIGHTS

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

40.1 NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

40.2 EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (2) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- (3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

40.3 SUBCONTRACTS

CONTRACTOR agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

40.4 EMPLOYER INFORMATION REPORT

CONTRACTOR must submit a properly executed and current Employer Information Report (EEO-1) upon request of GTS.

41. DISADVANTAGED BUSINESS ENTERPRISE

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

42. DRUG AND ALCOHOL TESTING

CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or GTS, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. CONTRACTOR agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports by March 1 of each year to GTS. To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

43. CHARTER GTS OPERATIONS

CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, and any amendments thereto that may be issued, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter GTS using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

44. SCHOOL BUS OPERATIONS

CONTRACTOR agrees that neither it nor any subcontractor performing work in connection with this agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.

45. MISCELLANEOUS PROVISIONS

45.1 CONSERVATION

CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 RSC § 6321 et seq.).

45.2 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 USC, Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

45.3 CONFLICT OF INTEREST

No employee, officer, director or agent of GTS shall participate in the selection, award or administration of this AGREEMENT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, or any member of his immediate family, or an organization which employs, or is about to employ the same, has a financial or other interest in the firm selected for award. No employee, officer, or agent of GTS shall have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for two years thereafter.

CONTRACTOR shall not divert any revenues, passengers, or other business from GTS to any taxi or other transportation operation.

45.4 CLEAN WATER ACT

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to GTS and understands and agrees that GTS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

45.5 CLEAN AIR ACT

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to GTS and understands and agrees that GTS will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include this requirement in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

45.6 DEBARRED BIDDERS

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR has verified by signed certification that none of its principals, as defined at 49 CRR 29.995, or affiliates, as defined by 49 CFR 29.905, are excluded or disqualified at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49CFR 29, Subpart C in any lower tier covered transaction it enters into.

45.7 CARGO PREFERENCE

CONTRACTOR shall abide by 46 U.S.C. 1241 (B)(1) and 46 CFR Part 381 which impose cargo preference requirements on shipment of foreign made goods.

45.8 CONFLICT OF TRANSPORTATION INTERESTS

CONTRACTOR shall not divert any revenues, passengers, or other business from GTS's project to any taxi or other transportation operation of CONTRACTOR without the written approval of GTS.

45.9 CONFLICTING USE

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are dedicated to GTS for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior approval of GTS.

45.10 FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR shall comply with the requirements of the California Fair Employment and Housing Act.

45.11 WORKING CONDITIONS

It shall be a condition of this AGREEMENT, and shall be made a condition of each subcontract entered into pursuant to this AGREEMENT, that the CONTRACTOR or the subcontractor shall not require any laborer or mechanic employed in connection with the performance of this AGREEMENT to work under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under the California Occupational Safety and Health Act of 1973 (Chapter 993, Statutes of 1973).

45.12 FEDERAL CHANGES.

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between GTS and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this contract.

45.13 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) GTS and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GTS, CONTRACTOR, or any

other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) CONTRACTOR agrees to include the above clause in each subcontract financed in whole in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

45.13 FLY AMERICA REQUIREMENTS

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such GTS is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

45.14 RECYCLED PRODUCTS

CONTRACTOR agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONTRACTOR agrees to include these requirements in every subcontract.

45.15 TAXES/LICENSES

CONTRACTOR shall be responsible for paying any and all federal, state, and local taxes. CONTRACTOR shall also be responsible for securing and paying for any and all business licenses and taxes that may be required for the operation of services within the scope of this AGREEMENT.

45.16 WAIVER AND NON-WAIVER

A waiver by one party of a right to a remedy for breach of this AGREEMENT by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. Both parties, having had the opportunity to consult an attorney regarding the provisions of this AGREEMENT, agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

45.18 TIME IS OF THE ESSENCE

Time is of the essence in this AGREEMENT. CONTRACTOR'S failure to deliver goods/services on time shall be a material breach of this AGREEMENT. If CONTRACTOR fails to deliver goods/services on time, GTS, at its discretion, may procure those goods/services from

another source. If the price paid by GTS for goods/services procured from another source under this paragraph is higher than the price under this AGREEMENT, CONTRACTOR shall pay GTS the difference between those prices. GTS may deduct that difference from any amount GTS owes CONTRACTOR.

46. LOBBYING

CONTRACTOR shall comply with 31 U.S.C. 1352, which provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient."

47. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any service with jurisdiction in all aspects of its performance of this AGREEMENT. CONTRACTOR shall hold GTS harmless from any claims or charges by reason of the CONTRACTOR's or any subcontractor's failure to comply with the applicable laws or any regulations adopted pursuant thereto and shall reimburse GTS for any fines, damages or expenses of any kind incurred by it by reason of said failure. This paragraph shall survive the termination of this agreement or any extensions thereof.

48. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

48.1 PROGRAM FRAUD

CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud

Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.

48.2 FRAUDULENT STATEMENTS

CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA to GTS under 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on CONTRACTOR, to the extent the Federal Government deems appropriate.

48.3 RELATED ACTS

CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

49. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any GTS requests, which would cause GTS to be in violation of the FTA terms and conditions.

49. PRIVACY ACT

The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract involving Federal Privacy Act requirements. CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable

requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

50. TRANSITION TO FUTURE OPERATOR

Up to and for a minimum of thirty (30) days following the effective date of termination or expiration of this AGREEMENT, or any extension thereof, CONTRACTOR shall provide to either GTS or any future operator selected by GTS, CONTRACTOR'S full cooperation in the transition to the successor operator. This shall include, at a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records. CONTRACTOR shall release to the new operator all telephone numbers and any sequential rollover numbers required by GTS. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR'S services to those provided by the new operator and shall cooperate fully with GTS and the new operator to this end.

51. SEVERABILITY

If any provision of this AGREEMENT is held invalid or unconstitutional by any court of competent jurisdiction, such decision shall have no effect on the validity of the remaining provisions of this AGREEMENT and such remaining provisions shall continue to remain in full force and effect.

52. PRECEDENCE OF CONTRACT DOCUMENTS

The total agreement between the parties consists of the documents specified in this paragraph. In the event of a conflict or ambiguity arising between said documents, or any term or condition therein, the document having precedence shall be determined as follows:

- A) Any supplemental agreements executed after the date of this AGREEMENT.
- B) This AGREEMENT and attachments thereto.

53. ADDITIONAL TERMS

The validity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. GTS'S failure to insist in any one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or

**Minutes of the
Glenn County Regional Transit Committee and
Glenn County Transportation Commission
Glenn County, California**

Thursday, December 19, 2013

REGIONAL TRANSIT COMMITTEE

(1) CALL TO ORDER:

Chair Roundy of the Regional Transit Committee called the meeting to order at 10:01 a.m. on the above date at the Orland Carnegie Community Center, Council Chambers, Orland, California.

(2) PLEDGE OF ALLEGIANCE:

Pledge of Allegiance was recited.

(3) ROLL CALL:

Roll Call of Members appointed to the 2013 Regional Transit Committee.
Members and staff present as noted below:

MEMBERS PRESENT:

Bruce Roundy, Orland (Chair)	John Viegas, County	Larry Domenighini, Willows
Michael Murray, County	Gary Hansen, Willows	Salina Edwards, Orland (Alt)

MEMBERS ABSENT:

James Paschall, Sr., Orland

STAFF PRESENT:

Mardy Thomas, Senior Planner
Casey Murray, Assistant Planner

OTHERS PRESENT:

Steve Soeth, County Board of Supervisors
Dwight Foltz, County Board of Supervisors
Nora Hogan, Caltrans
Gloria Ponciano, Paratransit Services
Roy R. Seiler, CPA

(4) APPROVAL OF MINUTES:

Minutes of November 21, 2013 meeting

On a motion by Member Murray, seconded by Member Roundy, it was unanimously voted to approve the minutes of November 21, 2013 as presented.

(5) CONSENT ITEMS:

A. None

(6) **ITEMS FOR CONSIDERATION AND ACTION:**

- A. Short-term extension of Glenn Transit Service Operations contracts with Paratransit Services, Inc.

Member Viegas recused himself due to a conflict of interest.

Members and staff discussed the matter.

On a motion by Member Hansen, seconded by Member Edwards, it was voted to approve the extension of the Glenn Transit GTS Transit Operations Agreement and the Glenn Transit GTS Agreement for Management and Operations of the Orland and Willows Subsidized Taxi Transportation Program for a period of 60 days or until March 1, 2014 based on the following vote:

Ayes: Members Murray, Hansen, Domenighini, Edwards, and Roundy (Chair)

Noes: None

Abstain: Member Viegas

(7) **UNSCHEDULED MATTERS AND FUTURE AGENDA ITEMS:**

(If the matter is not on the agenda, the public may address the Commission at this time. Unless the matter qualifies for an exemption under the provisions of Government Code Section 54954.2 (b), action or discussion cannot be taken on Unscheduled Matters).

Member Hansen discussed having a future agenda item to move the start time for the meeting to 9:00 a.m. instead of 10:00 a.m.

(8) **NEXT MEETING:**

Thursday, January 16, 2014, at
Willows Memorial Hall, Board of Supervisors' Chambers
525 West Sycamore Street, Willows at 10:00 a.m.

(9) **ADJOURNMENT OF REGIONAL TRANSIT COMMITTEE MEETING:**

There being no further business, Chair Roundy adjourned the meeting at 10:08 a.m.

REGIONAL TRANSIT COMMITTEE

Chairman

GLENN COUNTY TRANSPORTATION COMMISSION

(1) **CALL TO ORDER:**

Chair Soeth of the Glenn County Transportation Commission called the meeting to order at 10:09 a.m. on the above date at the Orland Carnegie Community Center, Council Chambers, Orland, California.

- (2) **ROLL CALL:**
Roll Call of Commissioners appointed to the 2013 Glenn County Transportation Commission.
Commissioners and staff present as noted below:

COMMISSIONERS PRESENT:

Steve Soeth, County (Chair) Michael Murray, County Gary Hansen, Willows
Bruce Roundy, Orland John Viegas, County

COMMISSIONERS ABSENT:

James Paschall, Sr., Orland

STAFF PRESENT:

Mardy Thomas, Senior Planner
Casey Murray, Assistant Planner

OTHERS PRESENT:

Dwight Foltz, County Board of Supervisors
Larry Domenighini, Willows City Council
Salina Edwards, Orland City Council
Nora Hogan, Caltrans
Gloria Ponciano, Paratransit Services
Roy R. Seiler, CPA

- (3) **APPROVAL OF MINUTES:**
Minutes of November 21, 2013 meeting

On a motion by Commissioner Murray, seconded by Commissioner Roundy, it was unanimously voted to approve the minutes of November 21, 2013 as presented.

- (4) **CONSENT ITEMS:**
A. None

- (5) **ITEMS FOR CONSIDERATION AND ACTION:**
A. Acceptance of annual financial audit report for Fiscal Year 2012/2013 with the approval of Resolution No. 2013-09 and authorize distribution of reports to all required agencies.

Commissioners and staff discussed the matter.
Roy R. Seiler, CPA, presented the audit report.

On a motion by Commissioner Murray, seconded by Commissioner Viegas, it was unanimously voted to adopt Resolution No. 2013-09 approving and accepting the annual audit of the Glenn County Transportation Commission and authorizing the Interim Deputy Director to distribute the necessary documents to the appropriate agencies.

(6) **UNSCHEDULED MATTERS AND FUTURE AGENDA ITEMS:**

(If the matter is not on the agenda, the public may address the Commission at this time. Unless the matter qualifies for an exemption under the provisions of Government Code Section 54954.2 (b), action or discussion cannot be taken on Unscheduled Matters).

Discussion was held to have a future agenda item to move the start time for the meeting to 9:00 a.m. instead of 10:00 a.m.

Mr. Thomas explained election of officers would occur at the next meeting in January.

Commissioners, staff, and Caltrans discussed traffic issues along State Highway 32 east of the City of Orland. Issues included moving speed limit signs and adding dedicated turn lanes near pumpkin patch.

(7) **NEXT MEETING:**

Thursday, January 16, 2014, at
Willows Memorial Hall, Board of Supervisors' Chambers
525 West Sycamore Street, Willows at 10:00 a.m.

(8) **ADJOURNMENT OF TRANSPORTATION COMMISSION MEETING:**

There being no further business, Chair Soeth adjourned the meeting at 10:23 a.m.

TRANSPORTATION COMMISSION

Chairman

ATTEST:

Mardy Thomas, Senior Planner

GLENN COUNTY TRANSPORTATION COMMISSION

DI AULABAUGH, INTERIM DEPUTY DIRECTOR
PHONE:(530)934-6540 FAX:(530)934-6533

AGENDA ITEM

MEETING OF JANUARY 16, 2014

SUBJECT

Change of meeting time

ATTACHMENTS

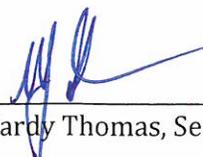
- None

BACKGROUND & DISCUSSION

During the past several years, the Glenn County Transportation Commission meetings have been held jointly with the Regional Transit Committee. These meetings are held as necessary on the third Thursday of each month starting at 10:00 am. The location of the meeting alternates between the Willows Memorial Hall Board of Supervisor Chambers and the Orland Carnegie Hall City Council Chambers.

During the previous meeting, a request was made to consider a change in the start time of these meetings. The proposal was made to change the start time from 10:00 am to 9:00 am. Staff has placed the matter on the agenda as requested. In reviewing the matter, staff concluded that the following items should be considered:

- The 9:00am start time is consistent with other day meetings held by Glenn County and the Glenn Local Agency Formation Commission (LAFCO).
- There do not appear to be any conflicts with other meetings at the two meeting venues currently used.
- An earlier start time may encourage more public participation as working individuals, students, or other interested persons may have less conflict with any personal appointments.
- Should the Commission wish to alter the meeting start time, it may be prudent to set the date of the change a few months into the future. This would allow the change of schedule to be advertised broadly so that the public is informed of the new meeting time.


Mardy Thomas, Senior Planner

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Agenda Item#

RECOMMENDATION

If desired, approve the change of the meeting start time to 9:00am effective March 1, 2014 or for the regular March meeting of the Glenn County Transportation Commission.