

REGIONAL TRANSIT AUTHORITY EXECUTIVE COMMITTEE AGENDA

PLEASE NOTE THE DATE, TIME, AND LOCATION:

Wednesday, August 12, 2015

10:00 a.m. – 11:30 a.m.

SLOCOG Conference Room
1114 Marsh Street
San Luis Obispo, California

This agenda is available/posted at: <http://www.slorta.org/board/rta-board-meetings>

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency [LEP]) by contacting the RTA offices at 781-4472. Please note that 48 hours advance notice will be necessary to honor a request.

- 1. Call Meeting to Order, Roll Call**
- 2. Public Comment:** The Committee reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Executive Committee on any items not on the agenda and within the jurisdiction of the Committee. Comments are limited to three minutes per speaker. The Committee will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.
- 3. Information Items**
 - A-1 Executive Director's Report (Information)
- 4. Action Items**
 - B-1 Transfer RTA Buses 1011 & 1012 to South County Transit (Action)
 - B-2 RTA Travel Policy (Action)
 - B-3 Authorize Executive Director to Execute Joint Procurement Agreement between Eight Transit Agencies and Creative Bus Sales, Inc. (Approve)
- 5. Consent Items**
 - C-1 Executive Committee Meeting Minutes of May 13, 2015 (Approve)

The Regional Transit Authority is a Joint Powers Agency serving the residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo County of San Luis Obispo

6. RTA Board Agenda Review – below are items that will be presented at the March 4, 2015 RTA Board meeting:

Information Items

- A-1 Executive Director's Report (Information)
- A-2 Present Strategic Business Plan Performance Measures (Receive)

Action Items

- B-1 Transfer RTA Buses 1011 & 1012 to South County Transit (Action)

Consent Items

- C-1 Executive Committee Meeting Minutes of May 13, 2015 (Approve)
- C-2 RTA Board Meeting Minutes of June 3, 2015 (Approve)
- C-3 Draft RTAC Meeting Minutes of July 16, 2015 (Approve)
- C-4 Resolution Authorizing Executive Director to Execute Joint Procurement Agreement between Paratransit, Inc. and Creative Bus Sales, Inc. (Approve)
- C-5 RTA Travel Policy (Approve)
- C-6 FTA Section 5307 Authorizing Resolution (Approve)
- C-7 FTA Disadvantaged Business Enterprise Goal Methodology (Approve)

7. Adjournment

Next Executive Committee Meeting: **October 14, 2015**

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

August 12, 2015

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Transfer Two RTA Vehicles to South County Transit

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Authorize Executive Director to execute a contract to transfer RTA Vehicles #1011 and #1012 to South County Transit

BACKGROUND/DISCUSSION:

RTA's fleet of two 35-foot buses are too small for our large-bus operations (Routes 9, 10, 12 and 14) and too large for the Route 15 service. As mentioned in the Executive Director's report in May 2015, staff is proposing that the RTA's two 2010 Eldorado 35-foot buses be transferred to South County Transit (SCT) to meet their fleet needs. In exchange, SCT will permit RTA to use Federal Transit Administration funds originally programmed to buy a new SCT bus.

Over the past three months, RTA temporarily assigned these two buses to SCT to help with their fleet shortage while the Cummins turbocharger defect in the 2013 Gillig buses is sorted out. These two buses have proven to be reliable and economical in SCT service, especially in comparison to SCT's two remaining 2003 Gillig Phantom buses that have surpassed their economically useful lives. Since these two vehicles were originally funded using State funds, there is no requirement for an FTA grantee-to-grantee transfer or for SCT to achieve the 12-year/500,000-mile typically assigned to this vehicle type.

Staff Recommendation

Authorize the Executive Director to develop an agreement to transfer these two buses from RTA to SCT in exchange for FTA funding to purchase one new vehicle. If the RTA Board supports this transfer, the SCT Board will consider the transfer at its October 2015 meeting.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)

August 12, 2015

STAFF REPORT

AGENDA ITEM: B-2

TOPIC: RTA Travel Policy

ACTION: Approve

PRESENTED BY: Tania Arnold, Grants Manager

STAFF RECOMMENDATION: Adopt RTA Travel Policy

BACKGROUND/DISCUSSION:

RTA does not currently have a travel policy that guides when and how staff members, Directors and contractor can incur expenses when traveling on behalf of the agency. The attached policy is based on the one used by the County of San Luis Obispo.

Staff Recommendation

Adopt the attached Travel Policy.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
TRAVEL POLICY**

I. GENERAL

A. PURPOSE AND SCOPE

The purpose of these rules is to prescribe the procedures by which employees, contractors, and Directors of San Luis Obispo Regional Transit Authority (RTA) shall report and be reimbursed for expenses incurred in connection with authorized travel on behalf of the RTA. The following policies are set forth to improve control and minimize cost.

B. GENERAL PROVISIONS

1. Travel will be authorized only when the travel is necessary and in the best interest of the RTA. Reimbursement will be for actual, reasonable and necessary expenses incurred while on RTA business, but not to exceed established guidelines.
2. The most economical means of transportation will be used unless unusual circumstances require other alternatives.
3. RTA employees should neither enrich themselves nor be required to utilize their own funds while traveling on RTA business unless they exceed the established guidelines.
4. RTA will not reimburse for any alcoholic beverages for any event or meeting.
5. This policy incorporates the terms and conditions of all current agreements between the RTA and airlines, hotels and car rental companies and travel agencies.

C. DEFINITIONS

1. RTA BUSINESS

Consists of activities directly related to the necessary and required business functions of the RTA.

2. AUTHORIZED PERSONNEL

Those eligible for reimbursement of expenses incurred for the RTA include:

a. Employees of the RTA.

For the purpose of this travel policy only, RTA employees are defined as authorized, designated individuals performing job responsibilities which have a direct and/or significant effect on RTA business, including interns, and volunteers.

b. RTA Board of Directors.

Members of the RTA Board of Directors are also eligible to travel on RTA business, which will generally be dictated by specific action of the Board.

c. Contractors who receive travel and/or business expense reimbursements.

3. DESIGNATED NORMAL WORK LOCATION

The designated normal work location for each RTA employee is the place at which that officer or employee spends the largest portion of his/her regular workdays or working time or the place to which he/she returns upon completion of regular or special assignments.

4. RESIDENCE

Residence is the actual dwelling place of the employee without regard to any other legal or mailing address.

5. EXPENSES NOT REIMBURSED BY THE RTA

- a. Premiums for personal property insurance.
- d. Any discretionary items intended for the personal benefit or pleasure of the traveler, such as entertainment, barber and beauty shop charges, and unauthorized laundry services.
- e. Any expenses deemed not in the interest of the RTA, as determined by the CFO.

D. AUTHORIZATION OF TRAVEL AT RTA EXPENSES

1. OUT-OF-STATE TRAVEL

The RTA Executive Director must preauthorize all travel for all employees traveling out of state.

2. OUT-OF-COUNTY TRAVEL

a. GENERAL

Authorization must be obtained from the department head or designee prior to employee travel outside the County on RTA business.

b. DEPARTMENT HEAD

When a department head intends to travel outside the County on RTA business for longer than five days, he/she must notify the Executive Director in writing, in advance and indicate who will be responsible during his/her absence.

3. IN-COUNTY TRAVEL

Travel within the County by authorized individuals will be reimbursed only for actual expenditures for meals, transportation, and business expenses according to the specific guidelines contained elsewhere in this policy. Department head approval shall indicate that the in-County expense incurred for authorized travel is within the established guidelines.

II. SPECIFIC EXPENSES

A. LODGINGS

1. GENERAL

- a. Lodging expenses consist of those charges for overnight sleeping or dwelling accommodations as required during employee travel for the conduct of official RTA business.
- b. Lodging is an allowable expense for the evening preceding an Out-of-County meeting or business event when the traveler would have to leave his/her residence before 7:00 a.m. on the day of the event to arrive at his/her destination at the designated time.
- c. Lodging is an allowable expense for the evening subsequent to an Out-of-County meeting or business event when travel would result in the traveler arriving at his/her residence after 8:00 p.m.
- d. Employees must be sure to request a government or commercial rate when making reservations for or registering at a hotel/motel.

2. REGULAR LODGING

Actual expense for lodging on authorized travel will be reimbursed up to a maximum guideline amount established in Exhibit A. A valid hotel receipt must accompany the reimbursement claim. Any lodging expense claimed in excess of the established guidelines may be reduced or disallowed by the CFO if a suitable and less expensive alternative is within easy reach of the preferred hotel. Under special circumstances, the guideline rates may be exceeded by up to 50% upon approval of the CFO. Employees must submit prior written justification for lodging expenses to the CFO supporting their request for an exemption to these rates.

3. LONG-TERM LODGING

Long-term assignments shall be defined as any continuous full-time duty or training assignment of thirty (30) or more calendar days at a location which is not considered the employee's designated normal work location. Actual expenses for long-term lodging on authorized travel will be reimbursed in accordance with the guideline amounts established in Exhibit A.

4. SHARED LODGING

a. FAMILY MEMBER OR FRIEND

Where expense for a family member or friend is included on the receipt, the rate claimed must be the single occupancy rate.

b. FELLOW EMPLOYEE

When a room is shared with a fellow employee, one employee may charge the expense for all employees. The cost of the room may exceed the maximum guideline amount by the amount that the multiple occupancy rate exceeds the single rate. This charge should be cleared by the employee paying the bill or the name which appears on the hotel folio.

5. SPECIAL LODGING

Reimbursement for special lodging arrangements, that is, other than hotel or motel accommodations will be provided only upon the prior written approval of the CFO; such special arrangements include, but are not limited to, accommodations in apartments, RV parks, campgrounds or other semi-permanent lodgings.

6. USE OF LODGING AS A GUEST OF FRIENDS OR RELATIVES

When an employee remains overnight as a guest of friends or relatives while traveling on behalf of the RTA, no amount may be claimed for lodging expense.

B. MEALS

1. GENERAL

- a. Meal expenses shall be those charges for food and non-alcoholic beverages actually purchased and consumed while on official RTA business provided the charges are not included by other expenses (i.e., conference fees, airline fares, lodging, etc.).
- b. Meal expense incurred will be reimbursed on an actual cost basis up to the per-meal guideline amount allowed in Exhibit A. Gratuities for meal service should be included in cost of meals claimed. Each meal is to be accounted for separately. That is, no cost in excess of the per meal guideline amount shall be offset by another meal claimed at less than the established guideline amount. Under special circumstances, the guideline rates may be exceeded by up to 50% upon approval of the CFO.
- c. Meal expenses must be claimed by each employee individually unless the meal is purchased on one credit card receipt.
- d. Itemized receipts are required for all meal expenditures.

2. TIME CRITERIA GOVERNING REIMBURSEMENT FOR MEALS

- a. Normally meals are reimbursable under the following time criteria:

MEAL	TRAVEL BEGINS BEFORE	TRAVEL ENDS AFTER
Breakfast	7:00 a.m.	8:00 a.m.
Lunch	11:00 a.m.	1:00 p.m.
Dinner	5:00 p.m.	7:00 p.m.

- b. For purposes of determining eligibility for reimbursement, travel shall be considered to begin when the traveler departs his/her residence if the trip begins before or after normal office hours. If the trip begins during normal office hours, travel shall be considered to begin when the traveler departs the office. It will be the department head's responsibility to monitor time of departure and arrival to ensure no unnecessary meals are claimed.

3. MEALS PURCHASED WITHIN THE COUNTY OF SAN LUIS OBISPO

Normally, RTA employees will not be reimbursed for meals taken within the County of San Luis Obispo while the officer or employee is engaged in his/her usual job duties.

However, reimbursement may be allowed, at the discretion of the department head, in the following circumstances:

- a. Attendance at a RTA-job-related conference or business meeting held within the County which extends over a mealtime and the business of the conference or meeting will be pursued during the meal.
4. REIMBURSEMENT OF RTA EMPLOYEES FOR COST OF MEALS PURCHASED FOR NON-RTA PERSONNEL

Subject to the guideline rates contained in this Policy, RTA employees shall be reimbursed for the cost of purchasing meals for non-RTA personnel as follows:

- a. For RTA Board members
- b. Department heads and the Executive Director will be reimbursed for meals purchased for non-RTA personnel when acting as an official representative of the RTA in hosting a RTA business meeting and the meeting extends over a usual mealtime.

C. TRANSPORTATION

1. GENERAL

- a. When traveling on RTA business, officers and employees should utilize the least expensive, most appropriate mode of transportation consistent with time requirements and work schedules. Reimbursement will be authorized for only actual expenses for the method of transportation which is in the best interest of the RTA, considering both direct expense as well as the employee's time.
- b. Transportation expenses are the direct costs related to movement of the employee from the authorized point of departure to destination of travel and to the authorized point of return. Transportation expenses normally include, but are not limited to, such items as common tickets (i.e., air or train fares), private vehicle mileage, and car rental charges.
- c. Other transportation expenses include taxi, bus, and streetcar fares; road, bridges, and ferry tolls, parking fees, and any other incidental costs directly related to transporting the employee from normal work location to temporary work location and return.
- d. Transportation expenses not covered are: Traffic and parking violations; emergency repairs on private or commercial automobiles; and personal travel while at an out-of-County location.

2. TRAVEL BY AUTOMOBILE

a. EMERGENCY REPAIR TO AND FUEL COSTS FOR RTA VEHICLES

- (1). Emergency repairs to RTA vehicles are defined as those repairs required when the vehicle is not operable in a safe manner.
- (2). When emergency repairs are required on a RTA vehicle being operated within the County during normal business hours, the RTA maintenance department responsible should be contacted prior to making any repair to the vehicle.

- (3). When emergency repairs are required on a RTA vehicle being operated outside the County or at times other than normal business hours, the employee may be reimbursed for the cost of emergency repairs for towing costs. The employee should immediately contact the RTA maintenance department for assistance and approval on major repairs.
- (4). RTA vehicles are provided with a fuel card that is used in the JB Dewar fuel dispensing system. These cards should be used only for the vehicle to which it is assigned. Lost or stolen cards should be reported immediately to the Lead Dispatcher.

b. TRAVEL BY PRIVATE VEHICLE

- (1). When traveling by private vehicle, mileage reimbursement will be calculated based on the following criteria:
 - a. During scheduled workdays, travel reimbursement is based upon the distance from the traveler's residence or normal designated workstation to his/her destination, whichever is less.
 - b. During scheduled workdays, return travel reimbursement is based upon the distance from the out of area location to the traveler's residence or normal designated workstation, whichever is less.
 - c. During non-scheduled workdays, travel reimbursement is based upon the distance from the traveler's residence to his/her destination and return.
 - d. Travel to and from a common carrier terminal or station is based on the same criteria as in (a) through (c) above.

c. RATES

Employees will be reimbursed for travel mileage incident to the authorized use of a privately owned vehicle on RTA business. Such reimbursement will be at the rate currently prescribed by IRS regulation. Such reimbursement will be considered complete payment of actual and necessary expenses incident to the use of a privately owned vehicle, including insurance, repairs, and all other transportation related costs. Individuals shall not receive reimbursement for gasoline purchases whenever that individual expects to claim the per mile reimbursement rate for private vehicles.

d. COMMERCIAL AUTO RENTAL

- (1). Employees will be reimbursed for the actual and necessary cost of such rental when substantiated by an invoice. The size of the auto rented shall be the least expensive appropriate to the use required by the employee. Arrangements should be made using the contracted RTA rental car agency to insure the lowest rates.
- (2). Rental vehicles should be refueled before being returned to the rental agency if at all possible. A RTA credit card may be used for this expense.

3. AIR TRAVEL

a. SCHEDULED COMMERCIAL AIRLINES

- (1). When reimbursement is claimed for transportation via scheduled commercial airlines, reimbursement will be limited to the cost of travel by air coach. The advance purchase of airline tickets should be made through the CFO.
- (2). When making claims for reimbursement, the traveler should submit the E-ticket copy or itinerary with the claim.
- (3). The traveler shall attempt to use the lowest airline rates available. Reservations should be made as far in advance as possible to take advantage of discounts available.
- (4). To the extent permitted by law and the rules of each airline, any frequent flier mileage or bonus points earned or any premiums such as discounts on future fares received as a result of travel on official RTA business, accrues to the RTA.
- (5). Airline or other travel insurance is not reimbursable.

4. RAILROAD TRANSPORTATION

Employees will be reimbursed for the actual cost of the fare as evidence by validated receipts and the latest published common carrier tariff on the date of travel. Round trip rates shall be used whenever possible. Reimbursement for roomette Pullman accommodations is authorized when such accommodations are deemed to be advantageous to the RTA by the department head.

5. TAXIS AND OTHER LOCAL TRANSPORTATION

The cost of taxis or carfare to and from places of business, hotels, airports, or railroad station in connection with business activities will be reimbursed by the RTA. Taxis will not be used for travel to restaurants unless food service is not available at your hotel/motel. Use of taxis is permitted only when suitable, and more economical services are not reasonably available. Whenever available, employees must attempt to utilize existing hotel/motel van or taxi services. All local transportation expenses in excess of \$10.00 must be accompanied by a receipt to be considered a legitimate reimbursable charge.

D. BUSINESS EXPENSES

1. Business expenses are all expenses incident to official travel other than transportation, lodging, and meals.
2. Employees will be reimbursed for actual and necessary business expenses, provided that such expenses are directly related to the purpose of travel. Business expenses shall not include the cost of discretionary items intended for the personal benefit or pleasure of the traveler, such as entertainment, or barber and beauty shop charges. Business expenses normally include, but are not limited to, expenditures for the following:
 - a. Conference Registration Fees (if not previously paid by a separate claim).

- b. Documented telephone, fax and internet charges for official business.
- c. Limited personal telephone calls. An employee on official business, which requires overnight travel, will be allowed one limited personal long distance telephone call to his/her family each night. These telephone calls should be limited to no more than five minutes. Hotel charges for local calls are reimbursable.
- d. Laundry/cleaning costs as a result of the employee being on travel status for more than seven (7) consecutive days. This expense may not exceed \$10.00 per seven (7) day period and must in fact be used.
- e. Amounts paid to baggage handlers, porters, and other service personnel not to exceed \$10 per seven (7) consecutive days. Gratuities for meal service should be included in costs of meals claimed.

III. TRAVEL REIMBURSEMENT CLAIMS, CREDIT CARDS, REGISTRATION/TRAVEL ADVANCES

A. TRAVEL REIMBURSEMENT CLAIMS

1. GENERAL

- a. Claims for reimbursement of authorized travel expenses must be submitted on a RTA Travel Reimbursement form within five (5) days of completion of the travel. All claims must be signed by the traveling individual and approved by the department head.
- b. There shall be no settlement of travel expenses totaling less than \$1.00.

2. TRAVEL REIMBURSEMENT CLAIMS SHALL INCLUDE:

- a. The RTA business involved.
- b. The individual involved and their relationship to the matter at hand.
- c. The location and date of the event (e.g., meeting, conference, training).
- d. Expense identification (e.g., seminars, meals, plane fare).
- e. The dollar amount of all expenses involved, including both cash and credit card expenditures.
- f. Personal expenditures only if a part of a RTA credit card expenditure. These personal expenditures must be subsequently subtracted from the total amount of the claim.
- g. Any additional explanation as would serve to substantiate the claim.

3. EXPENSES NOT REQUIRING RECEIPTS

Receipts and vouchers shall be required for all claimed expenses, except for the following:

- a. Parking fees, fares for taxi, streetcar, bus, ferryboat and tolls for roads and bridges of less than \$10.00 each.

- b. Individual items of business expense of less than \$10.00 each.
- c. Amounts for gratuities paid to baggage handlers, porters, taxicab drivers, and other service personnel not to exceed \$10 per seven (7) consecutive days.
- d. A travel reimbursement form is required for these items when requesting reimbursement. One form with a list of the above information may be used per trip.

4. REIMBURSEMENT OF TRAVEL EXPENSE FROM AN OUTSIDE SOURCE

Reimbursement of travel expenses received from an outside source must be deposited by the CFO into an RTA account.

B. RTA CREDIT CARDS (INCLUDING PREPAID CREDIT CARDS)

1. GENERAL

- a. There are two types of RTA credit cards that can be used for official travel related expenses: (1) RTA-issued credit card, and (2) Prepaid Visa cards.
- b. The RTA-issued credit card is designated as the primary card for RTA travel with each card individually issued to an approved cardholder. Employees are encouraged to use the RTA-issued credit card or their individual credit card whenever possible for RTA travel.
- c. Prepaid Visa cards are issued by Finance for RTA travel when an employee does not have an RTA-issued credit card.
- d. The Prepaid Visa cards available for checkout in the Finance office are to be used as a last resort when no other credit card is available.
- f. When three or more individuals from the same department travel to the same location, they are encouraged to use more than one Prepaid Visa card to reduce the possibility of reaching the maximum limit on a single card.
- g. Each Prepaid Visa and RTA-issued credit card has a limit so it is important for employees to plan ahead for any long-term travel expenses. Cards can quickly reach their maximum limit if they have accumulated charges from earlier use.
- h. Departments should contact the hotel for a written estimate of rates and process a payment to the hotel to prepay the total lodging charges. The RTA-issued credit card can then be used to hold the room reservation, pay for room incidentals, and cover meals and other travel expenses. This ensures the employee has an adequate amount of credit on the card during their stay without exceeding the card limit.
- i. The CFO may refuse to issue cards to departments or individuals who do not comply with the provisions of this policy and its administration.
- j. All employees must sign an agreement specific to the RTA issued credit card they are issued and restrictions for that card. Prepaid Visa cards do not require a special agreement, but are subject to the RTA Travel Policy.

2. USE

- a. Travel charged to RTA-issued credit cards may be used only for those necessary and allowable expenses contained in this Policy and properly claimed by the individual to whom the card has been issued. RTA-issued credit cards may not be used to obtain cash. Any penalty or excessive charges against the RTA due to misuse of a credit card or negligence by the user of the card, shall be borne by that individual.
- b. Credit card vouchers (receipts/drafts) should contain a general description as to what was purchased, such as: Hotel room, airfare, breakfast, lunch, dinner, etc. Detailed receipts must be attached when required by this Policy.
- c. Credit card vouchers are essential for reconciling purchases with the credit card billing and must be submitted with the travel reimbursement.
- d. The traveler must sign his/her name on the credit card voucher.

3. CREDIT CARD ISSUE/RETURN PROCEDURE

- a. Prepaid Visa cards will be issued not earlier than three (3) workdays prior to expected trip departure. Approval must first be obtained from the department head or authorized individual prior to issuance of a credit card.
- b. If a scheduled trip is canceled, the Prepaid Visa card will be returned to the finance department immediately, or no later than the following workday.
- c. A Prepaid Visa card issued for a specific trip must be returned to the finance department on the first day that the traveler returns to work. The corresponding claim must be submitted within five (5) days.

4. LOST OR STOLEN RTA-ISSUED CREDIT CARDS AND PREPAID VISA CARDS

Lost or stolen cards should be reported to the finance department as soon as possible after the card is determined missing by phoning (805) 781-4397.

Exhibit A
GUIDELINE TO MILEAGE REIMBURSEMENT RATES

The RTA follows the IRS reimbursement rates for business mileage.

GUIDELINES TO MEAL AND LODGING RATES

The following travel reimbursement rates are for all individuals traveling under the RTA Travel Policy. These rates shall remain in effect until modified. Under special circumstances, the guideline rates may be exceeded by up to 50% upon approval of the CFO. Department heads must submit prior written justification for lodging expenses to the CFO supporting their request for an exemption to these rates.

In order to save time and local transportation and parking costs, the rate may be adjusted for employees staying at conference host hotels.

Employees shall seek, and shall be reimbursed for, accommodations that are of good quality and in reasonable proximity to the place where the employee is to conduct RTA business. Reimbursement will not be made for luxury accommodations.

MEALS

The RTA is not on a per diem system, but rather reimburses for each meal on an individual basis according to the following time criteria:

Travel must

<u>Meal</u>	<u>begin before</u>	or	<u>end after</u>
Breakfast	7:00 a.m.		8:00 a.m.
Lunch	11:00 a.m.		1:00 p.m.
Dinner	5:00 p.m.		7:00 p.m.

Meals must be claimed at the actual amount spent up to the maximum allowable amounts. Itemized receipts are required.

LODGING AND MEAL RATES

The maximum lodging and meal rates allowed for an individual on official RTA business as described in the Travel Policy are as follows:

- Go to the U.S. General Services Administration website and do a search for “per diem rate look up” (<http://www.gsa.gov/portal/category/100120>)
- Enter the destination City and select the State (see sample)

SEARCH BY CITY, STATE OR ZIP CODE

Enter your City: OR Enter your ZIP Code:

California

[Per Diem Map >](#)

- Click Find Per Diem Rates, note the monthly lodging breakdown for the location. Click on "Breakdown of M&IE Expenses for maximum allowable meal amounts"

The following rates apply for San Francisco , California

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**	
		2014			2015										
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
San Francisco	San Francisco	251	209	209	219	219	219	219	219	219	219	219	219	251	71

* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.

** Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of travel.



- Listed is the breakdown by meal (which can also be found going directly to the U.S. General Services Administration website and do a search for "M&IE breakdown" (<http://www.gsa.gov/portal/content/101518>))

Total	Continental Breakfast/ Breakfast	Lunch	Dinner	IE
\$46	\$7	\$11	\$23	\$5
\$51	\$8	\$12	\$26	\$5
\$56	\$9	\$13	\$29	\$5
\$61	\$10	\$15	\$31	\$5
\$66	\$11	\$16	\$34	\$5
\$71	\$12	\$18	\$36	\$5

Employee Receipt

I acknowledge receipt of RTA's Travel Policy and understand that I am held responsible for complying with the provisions of the Policy as a condition of my employment.

Print Name	Employee Signature
Date	

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY TRAVEL EXPENDITURE/REIMBURSEMENT FORM

SHADED COLUMNS FOR ACCOUNTING USE ONLY.

DATE	TRANSPORTATION				HOTEL	MEALS			MISC (DESCRIBE)	SUB TOTAL	C.C./NON REIMBURSEABLE CHARGES	TOTAL
	MILES PERS. CAR	AMT PERS. CAR	AIR FARE	TAXI, SHUTTLE, PARKING		BREAKFAST \$	LUNCH \$	DINNER \$				
TOTAL EXPENSE:											LESS EXCESS:	DUE PAYEE:

PURPOSE OF TRIP(S): _____

- 1) PLEASE LIST ALL COSTS ASSOCIATED WITH THE TRIP, WHETHER PAID FOR WITH CASH, RTA CREDIT CARD, OR PREPAID VISA CARD. Designate all credit card purchases with "cc".
- 2) ALL TRAVEL EXPENSES MUST BE ACCOMPANIED BY AGENDAS, RECEIPTS AND/OR MEMORANDUMS.
- 3) PLEASE NOTE ANY EXCEPTIONS PER ADOPTED POLICY.
- 4) COMPLETED FORM MUST BE SIGNED BY EMPLOYEE AND APPROVED BY THE DEPARTMENT HEAD.

NAME

SIGNATURE/DATE

APPROVAL

Acctg. Initials

SAN LUIS OBISPO REGIONAL TRANIST AUTHORITY

August 12, 2015

STAFF REPORT

AGENDA ITEM: B-3

TOPIC: Joint Procurement of Small Buses

ACTION: Approve

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Authorize Executive Director to Execute Joint Purchase Agreement

For the past several years, RTA has purchased Runabout vans through a joint procurement led by the California Association of Coordinated Transit (CalACT) and the Caltrans Division of Mass Transportation. However, in mid-2013, the Federal Transit Administration notified CalACT and Caltrans that it would need to rebid the small bus joint procurement due to recent changes in Federal purchasing requirements. At that time, all of transit agencies that formerly purchased small buses and vans through the CalACT joint procurement were facing significant delays in contracting for and delivery of these types of buses.

In response, Paratransit, Inc. of Sacramento solicited interest from other California transit agencies in joining a new joint procurement. RTA and seven other transit agencies participated in the request for proposals process. The RFP identified a minimum number of vehicles, and Creative Bus Sales, Inc. was selected as the lowest responsive bidder. It is important to note that Paratransit, Inc. has already met the minimum number of vehicles commitment. As such, RTA is under no obligation to purchase any vehicles from the Paratransit, Inc. joint procurement. It should be noted that the CalACT joint procurement agreement has since been ratified by FTA, and RTA has recently used that agreement to purchase Runabout vans, since the CalACT procurement (also with Creative Bus Sales, Inc.) has more favorable terms in comparison to the Paratransit, Inc. agreement.

Recommendation

Staff is requesting authorization for the Executive Director to execute the Paratransit, Inc. joint procurement agreement, with the proviso that RTA is under no obligation to purchase vehicles from the Paratransit, Inc. joint procurement agreement. If RTA seeks to purchase vehicles from the Paratransit, Inc. joint procurement in the future, staff would seek a separate authorizing resolution from the Board to do so.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 15-_____**

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY BOARD OF DIRECTORS,
AUTHORIZING EXECUTION OF SMALL BUS JOINT PROCUREMENT LED
BY PARATRANSIT, INC.**

WHEREAS, the San Luis Obispo Regional Transit Authority always seeks to attain the greatest value when purchasing equipment and services; and

WHEREAS, Paratransit, Inc. of Sacramento agreed to lead a joint procurement for small buses that includes other transit agencies in the State of California; and

WHEREAS, the San Luis Obispo Regional Transit Authority joined the City of Elk Grove, the City of Folsom, the City of Visalia, the El Dorado County Transit Authority, the Kings County Area Public Transit Agency, the Solano County Transit Agency and the Yolo County Transportation District as “participating agencies” in Paratransit, Inc.’s joint procurement of small buses; and

WHEREAS, Creative Bus Sales, Inc. submitted the lowest responsive bid in response to the joint procurement request for proposals; and

WHEREAS, Paratransit, Inc. has committed to purchasing the minimum number vehicles indicated in the procurement documents; and

WHEREAS, the San Luis Obispo Regional Transit Authority could purchase vehicles from Creative Bus Sales under the agreement yet has no further obligation to purchase vehicles under the agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the San Luis Obispo Regional Transit Authority Board of Directors authorizes the Executive Director to execute the joint agreement for cutaways, minivans, large cutaways and low floor cutaways.

BE IT FURTHER RESOLVED, that the President of the Board is directed to sign this resolution to authorize the execution of said joint agreement.

BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized to execute said joint agreement.

Upon motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 2nd day of September 2015.

Debbie Arnold, President
San Luis Obispo Regional Transit Authority

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita L. Neal
County Counsel

By: _____
Timothy McNulty, Counsel
San Luis Obispo Regional Transit Authority

Date: _____

AGREEMENT REGARDING JOINT PROCUREMENT OF CUTAWAYS, MINIVANS, LARGE CUTAWAYS AND LOW FLOOR CUTAWAYS

BETWEEN

PARATRANSIT, INC, THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF VISALIA, THE EL DORADO COUNTY TRANSIT AUTHORITY, THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY, THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, THE SOLANO COUNTY TRANSIT AGENCY, AND THE YOLO COUNTY TRANSPORTATION DISTRICT

AND

CREATIVE BUS SALES, INC.

THIS AGREEMENT is entered into between PARATRANSIT, INC., THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF VISALIA, THE EL DORADO COUNTY TRANSIT AUTHORITY, THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY, THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, THE SOLANO COUNTY TRANSIT AGENCY, AND THE YOLO COUNTY TRANSPORTATION DISTRICT (hereinafter referred to collectively as "PARTICIPATING AGENCIES"), and CREATIVE BUS SALES INC., a California corporation (hereinafter "CONTRACTOR") (each referred to individually as a "party" and collectively as the "parties"), as of this _____ day of _____, 2014.

This Agreement is made with reference to the following recitals:

WHEREAS, PARATRANSIT, INC., by its Request for Proposals #13-03 ("RFP"), duly advertised for written proposals to be submitted on or before 11:00 A.M. on January 21, 2014 for the purchase of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways on behalf of the PARTICIPATING AGENCIES; and

WHEREAS, CONTRACTOR'S detailed listing of each vehicle selected by class (A, B, C, etc.) and the associated detailed pricing and option information is attached hereto as Exhibit "A" ("Pricing Sheets"), and is incorporated herein by reference as if set forth in full; and

WHEREAS, PARATRANSIT, INC.'S RFP is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

WHEREAS, CONTRACTOR submitted proposals, including sealed bids, in response to PARATRANSIT, INC.'s RFP; and

WHEREAS, it was determined that CONTRACTOR was the successful responsive and responsible bidder; and

WHEREAS, CONTRACTOR's proposals in response to PARATRANSIT, INC.'s RFP are attached hereto as Exhibit "C"; and

WHEREAS, the PARATRANSIT, INC. Board of Directors has authorized the Chief Executive Officer via Resolution # 10-14 to award the CONTRACT and accept the CONTRACTOR's bid

through Agreement between CONTRACTOR and PARATRANSIT, INC. upon the terms and conditions set forth herein; and

WHEREAS, PARATRANSIT, INC. has fully complied with all federal, state and local laws governing the public bidding process for the purchase of Cutaways, Minivans, Large Cutaways, and Low Floor Cutaways;

NOW, THEREFORE, incorporating the foregoing recitals herein, for and in consideration of the promises of the mutual covenants and agreements herein contained, CONTRACTOR and PARTICIPATING AGENCIES hereby agree as follows:

1. DEFINITIONS; GENERAL TERMS AND CONDITIONS:

“CONTRACT” shall mean this Agreement.

“CONTRACT DOCUMENTS” shall mean this Agreement, along with all Exhibits referenced herein, including without limitation all documents referenced in said Exhibits. Each Exhibit is hereby incorporated into and made a part of the CONTRACT. The CONTRACT DOCUMENTS are intended to be complementary. Services required by one CONTRACT DOCUMENT and not the others shall be performed as if required by all. If CONTRACTOR discovers an error, conflict or discrepancy in or among the CONTRACT DOCUMENTS, CONTRACTOR shall immediately provide written notice of same to PARATRANSIT, INC. Should conflicts exist among the CONTRACT DOCUMENTS, this Agreement and Exhibit A shall control over the RFP (Exhibit B); and the RFP (Exhibit B) shall control over CONTRACTOR’S Proposal (Exhibit C). Any contract, agreement or other document subsequently created by any Party in connection with a Purchase Order issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the CONTRACT DOCUMENTS shall not be valid without the prior written approval of the PARTICIPATING AGENCIES and CONTRACTOR.

“CONTRACTING OFFICER” shall mean the person who is administering this CONTRACT on behalf of each party except as limited herein. The CONTRACTING OFFICER for PARATRANSIT, INC. is the CTSA and Program Compliance Manager. Each PARTICIPATING AGENCY placing an order using the CONTRACT DOCUMENTS shall also designate a CONTRACTING OFFICER.

“COOPERATIVE” shall be the term used to describe the relationship between PARATRANSIT, INC. and the PARTICIPATING AGENCIES for this Joint Procurement.

“DAYS” or “days”, unless otherwise stated, shall mean calendar days.

“DEFECT” shall mean patent or latent malfunction or failure in manufacture, installation or design of any component or subsystem.

“DEVIATION” shall mean variance from a requirement or specification that does not alter the basis of the CONTRACT or adversely affect its performance.

“ORDERING AGENCY” is the term for the PARTICIPATING AGENCY that is purchasing vehicles from the CONTRACT DOCUMENTS. In this case, an ORDERING AGENCY must be a PARTICIPATING AGENCY.

“PARTICIPATING AGENCY” shall mean one of the following: City of Elk Grove, City of Folsom, City of Visalia, El Dorado County Transit Authority, Kings County Area Public Transit Agency,

Paratransit, Inc., Solano County Transit, San Luis Obispo Regional Transit Authority, and Yolo County Transportation District.

“PASS THROUGH WARRANTY” shall mean a warranty provided by the CONTRACTOR but administered directly by the component Supplier.

“PROPOSAL” shall mean the proposals submitted by CONTRACTOR (Exhibit “C”) for the vehicles identified in Exhibit A and a promise by CONTRACTOR to deliver equipment and services according to the RFP, documented using the prescribed form.

“VEHICLE MANUFACTURERS” shall mean the vehicle manufacturers identified on Exhibit “A” to this Agreement.

“WORK” shall mean any and all vehicles, labor, supervision, services, materials, machinery, equipment, tools, supplies, warranties and facilities called for by the CONTRACT DOCUMENTS and necessary to the completion thereof.

2. TERM OF CONTRACT: This CONTRACT is for a term of five (5) years commencing on the effective date set forth in the Notice to Proceed (NTP) issued by PARATRANSIT, INC. CONTRACTOR shall provide vehicles and WORK under Exhibit A for a period of five (5) years and in accordance with Federal Transit Administration requirements. PARTICIPATING AGENCIES may issue contract/purchase order requests throughout the duration of the five (5) year term of this CONTRACT. Delivery of vehicles is not required prior to expiration of the CONTRACT term.

3. PERFORMANCE BY CONTRACTOR: CONTRACTOR shall provide vehicles and WORK to each ORDERING AGENCY pursuant to the terms and conditions of all CONTRACT DOCUMENTS, including but not limited to Exhibit A, Exhibit B, and Exhibit C. Each ORDERING AGENCY reserves the right to review and approve all vehicles delivered and WORK performed by CONTRACTOR.

4. AMENDMENTS: Any CONTRACT modification or amendment, including any modification to CONTRACT DOCUMENTS, shall be issued by PARATRANSIT, INC. in writing and coordinated through the PARTICIPATING AGENCIES and CONTRACTOR for approval by all parties in writing. No alteration or variation of the terms of the CONTRACT shall be valid unless made in writing and signed by all parties, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties.

5. ADMINISTRATION OF CONTRACT: PARATRANSIT, INC. shall administer the provisions of this CONTRACT.

6. CO-PARTNERSHIP DISCLAIMER: The parties understand and agree that nothing in this CONTRACT is intended or shall be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as creating an employment or agency relationship between the parties. CONTRACTOR shall be deemed at all times to be an independent contractor and is solely responsible for all matters relating to its employees, agents and representatives.

7. INSURANCE:

A. CONTRACTOR OBLIGATIONS:

CONTRACTOR hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this CONTRACT and any extensions to this CONTRACT, the following described insurance coverages:

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.
(2) Comprehensive Automobile Liability: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001), including but not limited to premises and operations; broad form contractual; independent contractors and subcontractors; and products and completed operations.	\$2,000,000 per occurrence; \$5,000,000 aggregate. Aggregate limit shall apply separately per project/location.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of five thousand dollars (\$5,000) must be declared to and approved by PARATRANSIT, INC.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) For any claims related to this CONTRACT, the CONTRACTOR'S insurance coverage shall be primary insurance as respects PARTICIPATING AGENCIES, their directors, officers, employees and agents. Any insurance or self-insurance maintained by PARTICIPATING AGENCIES, or their directors, officers, employees or agents shall be in excess of the CONTRACTOR's insurance and shall not contribute to it.

(2) Any failure by CONTRACTOR to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to PARTICIPATING AGENCIES, their directors, officers, employees or agents.

(3) CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought.

(4) Each insurance policy required by this CONTRACT shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to each PARTICIPATING AGENCY.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by PARATRANSIT, INC.

d. Certificate of Insurance and Additional Insured Requirement: CONTRACTOR shall furnish to each PARTICIPATING AGENCY an original Certificate of Insurance on a standard ACORD form, substantiating the required insurance coverages and limits set forth above and also containing the following:

- (1) Thirty (30) days' prior written notice, by certified mail return receipt requested, to the Risk Manager of all PARTICIPATING AGENCIES of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
- (2) The following statement with respect to the Commercial General Liability and Automobile Liability policies: "PARTICIPATING AGENCIES and their directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this CONTRACT are concerned."

e. Certified Copies of Policies: Upon request by any PARTICIPATING AGENCY, CONTRACTOR shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.

f. CONTRACTOR'S Responsibility: Nothing herein shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for damages resulting from CONTRACTOR's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve CONTRACTOR of liability in excess of such minimum coverage, nor shall it preclude PARTICIPATING AGENCIES from taking other actions available to them under this CONTRACT or by law, including but not limited to, actions pursuant to CONTRACTOR'S indemnity obligations.

g. Subcontractors: CONTRACTOR shall either require any subcontractor to procure and to maintain during the term of any subcontract all insurance in the amounts and on the terms specified in this Section 7.A., or shall itself insure the activities of subcontractors in the amounts and on the terms specified in this Section 7.A.

B. VEHICLE MANUFACTURER OBLIGATIONS

CONTRACTOR shall ensure that VEHICLE MANUFACTURERS provide at their own expense and maintain at all times the following insurance policies with insurance companies licensed in the State of California and shall provide evidence of such insurance to PARTICIPATING AGENCIES, naming each PARTICIPATING AGENCY as an additional insured pursuant to the requirements of Section 7.A.d. above, or as may be required by the Risk Manager of each PARTICIPATING AGENCY. CONTRACTOR shall ensure that the policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of each PARTICIPATING AGENCY by certified mail, return receipt requested, for all the following stated insurance policies.

POLICY

MINIMUM LIMITS OF LIABILITY

- | | | |
|-----|--|--|
| (1) | General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001). | \$2,000,000 per occurrence; \$5,000,000 aggregate. Aggregate limit shall apply separately per project/location. |
| (2) | Product Liability and Completed Operations. | \$2,000,000 per occurrence for 5 years after acceptance of last bus delivered under this Agreement. (Product Liability coverage can be effected through an excess liability policy.) |

8. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless each PARTICIPATING AGENCY, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this CONTRACT, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. CONTRACTOR shall pay all costs and expenses that may be incurred by PARTICIPATING AGENCIES in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this CONTRACT.

9. BANKRUPTCY, ETC: The parties agree that the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR, or a general assignment by CONTRACTOR for the benefit of creditors, or any action taken by or suffered by CONTRACTOR or its creditors under any insolvency or bankruptcy act shall constitute a breach of this CONTRACT by CONTRACTOR and shall at the option of PARTICIPATING AGENCIES terminate this CONTRACT and the rights and privileges granted herein.

10. TERMINATION FOR DEFAULT: All the terms, conditions, and covenants of this CONTRACT 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, PARATRANSIT, INC. (in consultation with the other PARTICIPATING AGENCIES) shall give CONTRACTOR ten (10) days' written notice either by certified mail or by personal service, describing such breach or default, and if CONTRACTOR fails, neglects or refuses for a period of more than ten (10) days thereafter to remedy, or cure such a breach or default, then PARTICIPATING AGENCIES without further notice, may terminate this CONTRACT.

CONTRACTOR shall not be deemed in default of any of the provisions of this CONTRACT in the event of interruption or diminution of service if said condition is solely the result of earthquake, flood, fire, riot, strike or labor disruption, war, an act of terrorism, insurrection, or similar cause beyond the control of CONTRACTOR and which renders performance impossible.

11. TERMINATION FOR CONVENIENCE- CONTRACT: Performance by CONTRACTOR under this CONTRACT may be terminated by PARATRANSIT, INC. (in consultation with the other PARTICIPATING AGENCIES), in accordance with Request for Proposals Section 3 Paragraph 3.12.2, in whole, or from time to time in part, whenever the PARTICIPATING AGENCIES determine that such termination is in the best interest of the PARTICIPATING AGENCIES. Any such termination shall be effected by delivery to the CONTRACTOR by PARATRANSIT, INC. of a written notice of termination specifying the extent

to which performance under the CONTRACT is terminated, and the date upon which such termination becomes effective.

Upon termination for convenience pursuant to this section, the CONTRACTOR shall be paid its costs, including reasonable CONTRACT close-out costs, and profit on WORK performed up to the time of termination. Settlement of claims by the CONTRACTOR under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR Part 49) except that wherever the word "Government" appears, it shall be deleted and the words "PARTICIPATING AGENCY" shall be substituted in lieu thereof.

12. TERMINATION FOR CONVENIENCE- INDIVIDUAL PURCHASE ORDERS FROM PARTICIPATING AGENCIES: The order of a vehicle(s) or the performance of WORK issued by Purchase Order from a PARTICIPATING AGENCY under this CONTRACT may be terminated by the ORDERING AGENCY in accordance with Request for Proposals Section 3 Paragraph 3.12.2 in whole, or from time to time in part, whenever the ORDERING AGENCY'S CONTRACTING OFFICER determines that such termination is in the best interests of the ORDERING AGENCY. Any such termination shall be effected by delivery to the CONTRACTOR of a notice of termination specifying the extent to which performance of delivery of the vehicle(s) or WORK under the CONTRACT is terminated, and the date upon which such termination becomes effective.

Upon termination for convenience pursuant to this section, the CONTRACTOR shall be paid its costs, including reasonable CONTRACT close-out costs, and profit on WORK performed up to the time of termination. Settlement of claims by the CONTRACTOR under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR Part 49) except that wherever the word "Government" appears, it shall be deleted and the words "ORDERING AGENCY" shall be substituted in lieu thereof.

13. NONASSIGNABILITY: This CONTRACT shall not be assigned by CONTRACTOR without the prior written consent of PARTICIPATING AGENCIES.

14. LICENSES AND FEES: CONTRACTOR shall obtain all pertinent and required business licenses, pay all fees and taxes required, and keep such licenses and tax accounts in good standing at all times.

15. PRICE ADJUSTMENTS: Request for Proposals Section "General Conditions," Paragraph 9.6, Changes of Law, provides for price adjustments because of changes of law. Notwithstanding that provision, a chassis model price increase shall be considered by PARATRANSIT, INC. when a model year change is specific to the automotive or van industry. The CONTRACTOR shall provide to PARATRANSIT, INC. a certification from the vehicle manufacturer(s) to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the CONTRACTOR. The CONTRACTOR shall submit the request and all necessary documentation to PARATRANSIT, INC. The documentation of such factors shall be provided by CONTRACTOR. Should PARATRANSIT, INC. (in coordination with the PARTICIPATING AGENCIES) not grant this price increase, the vehicle(s) affected by the chassis or manufacturer's price increase may be removed from Exhibit A upon the CONTRACTOR's request.

A minimum of sixty (60) calendar days' advance written notice of price increase by CONTRACTOR is required which is to be accompanied by sufficient documentation to justify the requested increase. A cost/price analysis shall be performed by PARATRANSIT, INC. (in coordination with the PARTICIPATING AGENCIES) prior to written notice being provided in accordance with FTA requirements.

16. LIQUIDATED DAMAGES FOR LATE VEHICLE DELIVERY: CONTRACTOR agrees and mutually understands that time is of the essence in the completion of the WORK and delivery of vehicles by CONTRACTOR, and that in case of any failure on the part of CONTRACTOR to deliver vehicles within the time specified in the Delivery Schedule, except for excusable delays as provided in "Excusable Delays/Force Majeure" provisions in the RFP, the ORDERING AGENCY shall be damaged thereby. The parties further agree that the damages which would be suffered in the event of delay include expenses and costs of administration and the deprivation of use of the ordered vehicles. The parties recognize that because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages that might be suffered by ORDERING AGENCY through such a delay.

It is hereby agreed that the amount of such damages due to the ORDERING AGENCY shall be fixed at one hundred dollars (\$100) per business day per vehicle not delivered in substantially as good condition as inspected by the ORDERING AGENCY at the time released for shipment.

CONTRACTOR hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the ORDERING AGENCY and further authorizes the ORDERING AGENCY to deduct the amount of the liquidated damages from the money due the CONTRACTOR under the CONTRACT, computed as aforesaid. If the money due the CONTRACTOR is insufficient or no money is due CONTRACTOR, then the CONTRACTOR shall pay the ORDERING AGENCY the difference or the entire amount, whichever may be the case, within thirty (30) days after receipt of a written demand by the ORDERING AGENCY'S CONTRACTING OFFICER.

17. PAYMENTS TO CONTRACTOR:

Basic Consideration: Detailed pricing sheets and option information have been included in this CONTRACT as Exhibit A. Each ORDERING AGENCY shall pay the CONTRACTOR the amount shown on the Ordering Confirmation Form as full compensation for all costs and expenses of completing the Work and delivering the vehicles in accordance with the CONTRACT, including full compensation for all labor and materials required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit and any unforeseen costs.

Payments on Invoices: All payments shall be made by ORDERING AGENCY as provided herein, less any additional amounts withheld as provided below and less any amounts for liquidated damages in accordance with the "Liquidated Damages for Late Vehicle Delivery" section above,

Each ORDERING AGENCY shall make payments for vehicles at the unit prices itemized in the pricing sheets attached as Exhibit A within forty-five (45) calendar days after the delivery and acceptance of each vehicle and receipt of a proper invoice.

Each ORDERING AGENCY shall make payments for spare parts and/or equipment at the unit prices itemized in the pricing sheets attached as Exhibit A within forty-five (45) calendar days

after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

Each ORDERING AGENCY shall make a final payment for all withholding within forty-five (45) calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all CONTRACT deliverables, including manuals and other documentation required by the CONTRACT, excluding training.
2. CONTRACTOR provision of any certifications as required by law and/or regulations.
3. Completion of FTA required post-delivery audits and Buy America certifications required under the CONTRACT.

18. TITLE AND WARRANTY OF TITLE: Adequate documents for registering the vehicle in California shall be provided by the ORDERING AGENCY to the CONTRACTOR not less than ten (10) business days before delivery to the ORDERING AGENCY. Upon acceptance of each vehicle, the CONTRACTOR shall register the vehicle and warrants that the title shall pass to the ORDERING AGENCY free and clear of all encumbrances. Each ORDERING AGENCY shall reserve the right to register the vehicle itself and shall notify the CONTRACTOR upon acceptance if choosing this option.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) Policy: It is the policy of the Department of Transportation and PARTICIPATING AGENCIES that disadvantaged business enterprises as defined in 49 C.F.R. Parts 23 and 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this CONTRACT. Consequently the DBE requirements of 49 C.F.R Part 23 and 26 apply to this CONTRACT.

20. EQUAL EMPLOYMENT OPPORTUNITY/GENERAL REQUIREMENTS: In connection with the execution of this CONTRACT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, marital status, ancestry, medical condition, disability, sexual orientation or gender identity. 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, national origin, marital status, ancestry, medical condition, disability, sexual orientation or gender identity. Such affirmative action shall include, but not be limited to, 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. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

If CONTRACTOR is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) program, that EEO program approved by the Federal Government is incorporated by reference and made part of this CONTRACT. Failure by CONTRACTOR to carry out the terms of that EEO program shall be treated as a violation of the CONTRACT. Upon notification to CONTRACTOR of its failure to carry out the approved EEO program, PARATRANSIT may impose such remedies, as it considers appropriate, including termination of this CONTRACT.

21. ENVIRONMENT: CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection

Agency regulations (40 C.F.R., Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations to FTA and to USEPA Assistant Administrator for Enforcement (EN-329).

22. TITLE VI CIVIL RIGHTS ACT OF 1964: During the performance of this CONTRACT, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (49 C.F.R. Part 21), as they may be amended from time to time ("the Regulations"), which are herein now incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the CONTRACT, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by PARTICIPATING AGENCIES or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this CONTRACT, each PARTICIPATING AGENCY shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: (i) Withholding of payments to CONTRACTOR under the CONTRACT until CONTRACTOR complies, and/or (ii) Cancellation, termination or suspension of the CONTRACT, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraph A through F inclusive, of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as PARTICIPATING AGENCIES or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request each PARTICIPATING AGENCY, and, in addition, CONTRACTOR may

request the services of the Attorney General, in such litigation to protect the interest of the United States.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

A. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the CONTRACT work which may require or involve the employment of laborers shall require or permit any such laborer in any work week in which he or she is employed on such to work in excess of forty (40) hours in such work week unless such laborer receives compensation at a rate not less than one and a half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation: Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the clauses set forth in paragraph (A) of this section 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 employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for Unpaid Wages and Liquidated Damages. PARTICIPATING AGENCIES shall upon their own actions or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal Contract with the same prime contract, 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 paragraph (B) of this section.

D. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any subcontractor or lower tier subcontractor with the clauses set forth in this section.

24. PROHIBITED INTEREST: No official, officer, or employee of any PARTICIPATING AGENCY during his or her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this CONTRACT or the proceeds thereof.

25. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS: In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this CONTRACT or to any benefit arising therefrom.

26. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITIES:

A. CONTRACTOR, including any of its officers or holders of a controlling interest, is obligated to inform each PARTICIPATING AGENCY whether or not it is or has been on any debarred or suspended bidders or contractors list maintained by the United States Government. Should CONTRACTOR be included on such a list during the performance of this project, it shall promptly so inform each PARTICIPATING

AGENCY. CONTRACTOR shall not award a contract of any amount to any party included on any such list.

- B. CONTRACTOR certifies and warrants that neither the CONTRACTOR firm nor any owner, partner, director, officer, or principal of CONTRACTOR, nor any person in a position with management responsibility or responsibility for the administration of funds:
- 1) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
 - 2) Has within the three-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3) Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph B.2). above.
 - 4) Has within a three-year (3) period preceding this CONTRACT, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

27. CARGO PREFERENCE: CONTRACTOR shall abide by 46 U.S.C. Section 1241(B)(1) and 46 C.F.R. Part 381 which impose cargo preference requirements on shipment of foreign made goods.

28. FEDERAL GRANT CONDITIONS: This Agreement is subject to a financial assistance contract between each PARTICIPATING AGENCY, the CALIFORNIA DEPARTMENT OF TRANSPORTATION and the United States Department of Transportation (DOT), Federal Transit Administration (FTA). Each PARTICIPATING AGENCY and DOT/FTA agrees to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this CONTRACT to comply with its requirements, both parties agree to amend this CONTRACT as required by FTA. If such changes cause an increase or decrease in the work to be performed by CONTRACTOR or in the time for such performance, then the compensation to be paid to CONTRACTOR and time of performance shall be equitably adjusted.

29. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES: CONTRACTOR agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to CONTRACTOR in connection with the performance of the requirements of this CONTRACT.

30. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS: CONTRACTOR recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this CONTRACT. Accordingly, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this CONTRACT. In addition to other penalties that may be applicable, CONTRACTOR also acknowledges that if it makes 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, as amended, on CONTRACTOR to the extent the Federal Government deems appropriate.

31. REPORTING, RECORD RETENTION, AND ACCESS: At a minimum, CONTRACTOR agrees to provide to FTA those reports required by U.S. DOT's grant management rules and any other reports the Federal Government may require.

CONTRACTOR agrees that, during the course of the project and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the project as the Federal Government may require for the project.

Upon request, CONTRACTOR agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work materials, payrolls, and other data, and to audit the books, records, and accounts of CONTRACTOR and its subcontractors pertaining to the project. In accordance with 49 U.S.C. § 5325(a), CONTRACTOR agrees to require each subcontractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects the project.

32. AIR QUALITY: 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 comply with applicable requirements of U.S. Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the project, CONTRACTOR agrees to implement each air quality mitigation and control measure incorporated in the project. CONTRACTOR agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the project described in the SIP.

CONTRACTOR agrees to report and require each subcontractor to any tier to report any violation of these requirements resulting from any project implementation activity of subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

33. CLEAN WATER: CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

CONTRACTOR agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a subcontractor or itself to FTA and the appropriate U.S. EPA Regional Office.

34. ADA; 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.

35. 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 authority of competent jurisdiction in all aspects of its performance of this Agreement.

36. DISPUTE RESOLUTION CLAUSE: All claims, controversies or disputes arising out of or relating to this CONTRACT, or the breach, termination, enforcement, interpretation or validity of the CONTRACT, including the determination of the scope or applicability of this clause shall be determined by binding arbitration in Sacramento, California, by one (1) arbitrator. The American Arbitration Association shall administer the arbitration under its Rules then in effect, subject to the modifications of those rules contained in this clause. This CONTRACT to Arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction, and the award rendered by the arbitrator may be entered in any court having jurisdiction. The appropriate venue for any arbitration under this clause shall be in Sacramento County, California.

This clause is not intended to and does not waive the claim filing requirements found at California Government Code Section 900 et seq. In the event that a timely and legally sufficient claim is filed by CONTRACTOR with PARTICIPATING AGENCIES OR ORDERING AGENCY, and the claim is rejected in whole or in part by PARTICIPATING AGENCIES OR ORDERING AGENCY, this clause shall result in the conclusive, final and binding resolution of all the issues presented in the claim. Claims rejected by PARTICIPATING AGENCIES OR ORDERING AGENCY shall be submitted by CONTRACTOR to arbitration pursuant to the Rules of the American Arbitration Association within ninety (90) days after mailing of the written rejection by PARTICIPATING AGENCIES OR ORDERING AGENCY to CONTRACTOR. Otherwise, the claim or claims shall be deemed finally waived in their entirety.

The "fast track" rules of the American Arbitration Association shall apply to any claim or counterclaim less than one hundred fifty thousand dollars (\$150,000.00). In arbitrations not proceeding under the "fast track" rules, the arbitrator shall have the power to order that depositions be taken and other discovery be made. Both PARTICIPATING AGENICES OR ORDERING AGENCY and CONTRACTOR shall have the right, upon written notice, to take no more than three (3) depositions of the other as a matter of right.

Whether or not CONTRACTOR and PARTICIPATING AGENCIES or ORDERING AGENCY may be engaged in interstate commerce, any controversy or dispute mentioned above shall be determined by and the parties shall be bound by the substantive law of the State of California, and not the Federal Arbitration Act at 9 U.S.C. Section 1 et seq.

The arbitrator may grant any remedy or relief deemed just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator

shall be empowered to award monetary sanctions against a party. The arbitrator shall, in the written award, allocate all the costs of the arbitration, including the fees of the arbitrator and the reasonable attorney fees of the prevailing party, against the party who did not prevail. The prevailing party shall be the party in whose favor the majority of the central issues in the case are resolved.

Notwithstanding anything in this clause to the contrary, the arbitrator shall have no power to award punitive damages or other damages not measured by the party's actual damages (excluding litigation cost and fees) against any party. This limitation of the arbitrator's powers under this CONTRACT shall not operate as an exclusion of the issue of punitive damages from this Agreement to Arbitrate sufficient to vest jurisdiction in a court with respect to that issue.

CONTRACTOR shall include in all subcontracts, if any, a clause whereby the subcontractor consents to being joined in an arbitration between PARTICIPATING AGENICES or ORDERING AGENCY and CONTRACTOR involving the work of the subcontractor to be joined. CONTRACTOR'S failure to do so shall be a breach of contract.

The parties to any contract of which this clause is made a part by reference or otherwise shall, and hereby do, waive any rights provided by Title 9.2 of the California Code of Civil Procedure, Section 1296. The arbitrator's award shall be deemed final, conclusive and binding to the fullest extent allowed by California law.

37. WAIVER: The waiver by PARTICIPATING AGENICES of any breach or violation of any term, covenant, or condition of this CONTRACT or of any provisions, ordinance, or law shall not be deemed to be a waiver of any prior or subsequent breach, term, covenant or condition.

38. ENTIRE AGREEMENT: This CONTRACT and the CONTRACT DOCUMENTS constitute the complete and entire agreement between the PARTICIPATING AGENICES and CONTRACTOR. This CONTRACT supersedes any other oral or written representations, understandings, communications, commitments, agreements or proposals between PARTICIPATING AGENICES and CONTRACTOR that are not incorporated as a part of the CONTRACT.

39. NOTICES: Any and all notices required to be given under the provisions of this CONTRACT shall be given in writing and delivered personally or by deposit in the United States mail, postage paid and addressed as follows to either all PARTICIPATING AGENICES or the ORDERING AGENCY, as appropriate, with a copy to Paratransit, Inc. as the Contract Administrator.

TO PARTICIPATING AGENICES:

Paratransit, Inc.
Attention: Chief Executive Officer
2501 Florin Road
Sacramento, CA 95822

City of Elk Grove
8401 Laguna Palms Way
Elk Grove, CA 95758

City of Folsom
50 Natoma Street
Folsom, CA 95678

City of Visalia
425 East Oak Avenue, Suite 201
Visalia, CA 93291

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

Kings County Area Public Transit Agency
1340 North Drive
Hanford, CA 93230

San Luis Obispo Regional Transit Authority
179 Cross Street
San Luis Obispo, CA 93401

Solano County Transit
311 Sacramento Street
Vallejo, CA 94590

Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

TO CONTRACTOR:

Creative Bus Sales
13501 Benson Avenue
Chino, CA 91710

Or at such other addresses as the parties may file with each other pursuant to the notice requirements of this section.

40. COUNTERPARTS: The Parties agree that this CONTRACT may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: CONTRACTOR, by signing this CONTRACT, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR'S failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

42. DRUG-FREE WORKPLACE: CONTRACTOR agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the grantee's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying PARATRANSIT, INC., in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph 57 subsections (a), (b), (c), (d), (e), and (f).

43. POLITICAL REFORM ACT COMPLIANCE: CONTRACTOR is aware and acknowledges that certain contractors that perform work for quasi-governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). CONTRACTOR agrees that any of its officers or employees deemed to be "consultants" under the Act by PARATRANSIT, INC., as provided for in the Conflict of Interest Code for PARATRANSIT, shall promptly file economic disclosure statements for the disclosure

categories determined by PARATRANSIT, to be relevant to the work to be performed under this CONTRACT and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

44. CAMPAIGN CONTRIBUTION DISCLOSURE: CONTRACTOR has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "D"

45. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING:

A. CONTRACTOR certifies, to the best of his or her knowledge or belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this CONTRACT was entered into. Submission of this certification is a prerequisite for making or entering into this CONTRACT imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. CONTRACTOR also agrees by signing this CONTRACT that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000), and that all such sub-recipients shall certify and disclose accordingly.

46. COSTS AND ATTORNEYS' FEES: If any party commences any legal action against another party or parties arising out of this CONTRACT or the performance thereof, the

prevailing party or parties in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

47. GOVERNING LAW AND CHOICE OF FORUM: This CONTRACT shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this CONTRACT shall be brought in the Superior Court of Sacramento County.

48. SEVERABILITY: If any term or provision of this CONTRACT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this CONTRACT, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this CONTRACT shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

49. HEADINGS: The headings of the various sections of this CONTRACT are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this CONTRACT.

50. AUTHORITY: Each person signing this CONTRACT on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed as of the date written above.

By our signatures below, we certify that our respective Boards of Directors and City Councils have authorized us to enter into this Agreement for Joint Procurement of Cutaways, Minivans, Large Cutaways and Low Floor Cutaways on behalf of our agency.

Linda Deavens Date
Paratransit, Inc., Chief Executive Officer

Laura Gill Date
City Manager, City of Elk Grove

APPROVE AS TO FORM:

APPROVE AS TO FORM:

 Date
Paratransit, Inc. Legal Counsel

 Date
City Attorney, City of Elk Grove

Evert Palmer Date
City Manager, City of Folsom

 Date
City Manager, City of Visalia

APPROVE AS TO FORM:

Date
City Attorney, City of Folsom

Date
Mindy Jackson
EDCTA Executive Director

APPROVE AS TO FORM:

Date
EDCTA Legal Counsel

Date
Geoff Straw
SLORTA Executive Director

APPROVE AS TO FORM:

Date
SLORTA Legal Counsel

Date
Terry Bassett
YCTD Executive Director

APPROVE AS TO FORM:

Date
YCTD Legal Counsel

APPROVE AS TO FORM:

Date
City Attorney, City of Visalia

Date
Angie Dow
KCAPTA Executive Director

APPROVE AS TO FORM:

Date
KCAPTA Legal Counsel

Date
Mona Babauta
Soltrans Executive Director

APPROVE AS TO FORM:

Date
Soltrans Legal Counsel

CREATIVE BUS SALES, INC. ("CONTRACTOR")

By: _____

Name:

Title:

(Corporate Seal)

CONTRACTOR'S Federal ID #:

ATTEST: _____



San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Draft Minutes 5/13/2015

C-1

Members Present: Debbie Arnold, President
Jan Howell Marx, Vice President

Members Absent: Shelly Higginbotham, Past President

Staff Present: Geoff Straw, Executive Director
Nina Negranti, County Counsel

Also Present: Ron DeCarli, SLOCOG
Pete Rodgers, SLOCOG
Eric Greening, Atascadero

1. Call to Order and Roll Call:

President Debbie Arnold called the meeting to order at 11:35 a.m. Silent Roll Call was taken and a quorum was present.

2. Public Comments:

None

3. Information Items

A. Information Items:

A-1 Executive Director's Report

Mr. Straw reported that the RTA Board of Directors will meet in special session on June 3rd, prior to the regular SLOCOG Board meeting, instead of at its normally-scheduled July 8th meeting. The sole item on the RTA agenda will be the Route 15 and North Coast Runabout Service Changes.

Mr. Straw concluded the Executive Directors report.

4. Action Items

B-1 Route 15 & North Coast Runabout Service Changes:

Mr. Straw presented the efforts undertaken by staff to inform the public, including ads in local newspapers, notices on the Route 15 and Runabout vehicles, notices at all Route 15 bus stops, and meetings with stakeholders (Hearst Castle and NCAC). In addition, a letter was sent to each Runabout rider that has travelled in the corridor over the past 12 months. The recommendation is to cease operating Route 15 north of San Simeon Acres on weekdays, and to operate Route 15 in a route deviation manner to serve riders eligible for Runabout service. Motion by Director Marx to support staff's recommendation, seconded by Director Arnold. Motion carried.

5. Consent Agenda Items

None

6. Agenda Review:

None

7. Closed Session Items:

None

8. Open Session:

None.

9. Adjournment: President Arnold adjourned the meeting at **12:02 p.m. (Marx/Arnold)**

Respectfully Submitted,

Acknowledged by,

Geoff Straw
RTA Executive Director

Debbie Arnold
RTA President