

# REGULAR MEETING CALIFORNIA VANPOOL AUTHORITY

## Board of Directors

1340 North Drive \* Hanford, California 93230  
(559) 852-2711

**Meeting Date:** February 9, 2012

**Time:** 10:00 AM

**Place:** CalVans office at 1340 North Drive, Hanford, CA 93230

This Meeting may also be attended at the following locations:

- Association of Monterey Bay Area Governments, 445 Reservation Road, Suite G, Marin, CA 93933
- Fresno Area Council of Governments, Huron City Hall, Council Chambers, 36311 Lassen Avenue, Huron, CA 93234
- Madera County Transportation Commission, Citizens Business Bank, Room 101, 2001 Howard Road, Madera, CA 93637
- Napa County Transportation and Planning Agency, 707 Randolph Street, Suite 100, Napa, CA 94559
- Sacramento Area Council of Governments, Sutter Buttes Room, 1415 L Street, Suite 300, Sacramento, CA 95814
- Santa Barbara County Association of Governments, Manzanita Conference Room, 260 N. San Antonio Road, Suite B, Santa Barbara, CA 93110
- Ventura County Transportation Commission, Conference Room, 950 County Square Drive, Suite 108, Ventura, CA 93003

**The call in number for this meeting is 1-866-244-8528, Password 574681**

*A person with a qualifying disability under the Americans with Disabilities Act of 1990 may request the Authority to provide a disability-related modification or accommodation in order to participate in any public meeting of the Authority. Such assistance includes appropriate alternative formats for the agendas and agenda packets used for any public meetings of the Authority. Requests for such assistance and for agendas and agenda packets shall be made in person, by telephone, facsimile, or written correspondence to Ron Hughes, at the office of the California Vanpool Authority, at least 48 hours before a public Authority meeting.*

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## A G E N D A

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<u>Item #</u>	Description	<u>Action</u>
1.	CALL TO ORDER Roll Call – Clerk of the Board	
2.	PUBLIC COMMENT (Unscheduled Appearances)	

The public may address the Board of Directors on any item relevant to the Authority. To comment on an agenda item speakers should stand when the agenda item is announced. The conducting officer will

indicate whether speakers are to make their comments before or after any staff comment or report. Public comment shall precede discussion of the item by the Board of Directors. Comments by individuals and entities will be limited to five minutes or as may be reasonable as determined by the conducting officer.

- |     |   |             |
|-----|---|-------------|
| 3.  | Consent Items:  | Approval    |
|     | All items listed as consent items are considered routine and will be enacted by one motion. For any discussion of any consent item, it will be removed at the request of any Board member and made a part of the regular agenda.  |             |
|     | <ul style="list-style-type: none"> <li>A. Minutes of January 12, 2012 meeting.</li> <li>B. Authorize Resolution 2012-4 to establish meeting place, date and time.</li> <li>C. Authorize Resolution 2012-5 to authorize signing of Caltrans documents.</li> </ul>  |             |
| 4.  | System Update   | Information |
|     | <ul style="list-style-type: none"> <li>A. 5307 Federal Funding of large and small UZAs</li> <li>B. Coordination with San Joaquin Air Pollution Control District</li> <li>C. Future Meetings                             <ul style="list-style-type: none"> <li>a. Hosting Bay Area 911 committee meeting at office</li> <li>b. Ag Safe Meeting in Monterey</li> </ul> </li> </ul> |             |
| 5.  | Authorize Submittal of JARC (Job Access and Reverse Commute) Applications   | Action      |
| 6.  | Review Accounting Procedures for Receipt and Posting of Vanpool Payments  | Action      |
| 7.  | Assume assignment of Service Agreement from KCAPTA to CalVans   | Action      |
| 8.  | Approve At-Will Agreement for Executive Director Position   | Action      |
| 9.  | Authorize Resolution 2012-5 establishing Technical Advisory Committee   | Action      |
| 10. | Announce Next Meeting Date  | Action      |
| 11. | Miscellaneous Comments from Board and Staff   | Information |
| 12. | Adjournment   |             |

Attachments:

<u>Item</u>	<u>Page</u>	<u>Description</u>
A-	9	Minutes of January 12, 2012
B-	16	Resolution 2012-4 establish meeting place, date and time
C-	17	Resolution 2012-6 to authorize signing of Caltrans documents.
D-	18	Accounting Procedures for Receipt and Posting of Vanpool Payments
E-	31	Agricultural VP Weekly Payments Form
F-	32	Service Agreement For Servicing Vanpool Fleet
G-	59	At-Will Agreement
H-	60	Resolution 2012-6 establishing Technical Advisory Committee
I-	63	List of vanpool by county
J-	70	2012 meeting schedule

**STAFF REPORT**

**3. Consent Items:**

- A. Minutes of January 12, 2012 meeting
- B. Authorize Resolution 2012-4 establish meeting place, date and time

Resolution 2012-3 sets the second Thursday at 10:00 a.m. as the official meeting date and time for future CalVans meetings.

- C. Authorize Resolution 2012-6 to authorize signing of Caltrans documents by Director.

Resolution 2012-6 authorizes the Executive Director to sign Caltrans applications and assurances related to funding from Caltrans. This resolution will need to be in place to submit JARC applications and to continue receiving reimbursement for the three existing JARC grants the Agency has.

**4. System Update**

**A. 5307 Federal Funding of large and small UZAs**

Beginning five years ago ridership data was submitted to the National Transit Data Base system as part of the annual transit reporting for Kings County Area Public Transit Agency. At that time system data was only reported for the general vanpools and only for the Hanford small UZA area. This reporting generated over \$600,000 in additional Federal 5307 funds for the transit agency in each of the last two years.

Three years ago the reporting was expanded to include all vanpools, with reporting including UZA areas outside of the Hanford areas. This expanded reporting has now generated additional transit funds for Porterville Transit and Fresno Area Express. The following breaks down the estimated funds by agency:

<u>Area</u>	<u>Funding</u>
Hanford Small UZA	\$300,000
Porterville Small UZA	\$200,000
Fresno Large UZA	\$557,000

To date the funds have been used to purchase new vans for existing Vanpool drivers. The drivers who have been with the program the longest are the first to receive the new vans. The new vans benefit the vanpool group by keeping group's monthly cost lower than if they had to pay lease payments on a new van.

It is anticipated that the funds will continue to increase since the number of vanpools being reported has doubled in the past three years. This will result in the cities of Visalia and Bakersfield receiving additional transit funds. Staff is preparing funding estimates for the next two years based on the reporting that has occurred over the past two years.

CalVans Staff will be making presentations to the agencies that have received funding through Vanpool reporting. It will be asked that the money be used to purchase 45 replacement vanpools. This ability to purchase replacement vans will encourage more residents to start or join a vanpool.

The following graphs list the projected Passenger Trips, Revenue Miles, and Passenger Lane Miles. The projected total for FY 11-12 show a 41 million increase, or 270% in Passenger Lane Miles reported in FY 09-10. This reported increase has resulted in a large part from our ability to track and report all passenger trips using on-board Mobil Data Terminals. This increase is important for reporting National Transit Database (NTD) numbers but also for compliance with AB32 requirements placed on many of your Counties.

<b>FY 11-12 Projected</b>	<b>Passenger Trips</b>	<b>Revenue Miles</b>	<b>Passenger Lane Miles</b>
<b>UZA</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
Atascadero-Paso Robles	23,058	173,073	1,333,388
Bakersfield	83,886	374,966	3,846,851
Camarillo	778	2,666	33,540
Fairfield	2,604	11,637	96,669
<b>Fresno</b>	<b>265,182</b>	<b>1,531,948</b>	<b>12,052,381</b>
<b>Hanford</b>	<b>273,510</b>	<b>1,529,080</b>	<b>9,615,989</b>
Hemet	4,806	21,190	317,593
Hollister	382	2,634	15,484
Lancaster	3,440	43,928	210,126
Madera	35,620	178,078	1,896,061
Marina	2,194	785	3,901
Merced	7,200	40,177	242,019
Napa	3,696	10,864	111,141
Oxnard	2,376	4,631	45,438
<b>Porterville</b>	<b>95,906</b>	<b>492,967</b>	<b>3,688,895</b>
Rural	546,626	1,962,506	19,586,109
Salinas	22,774	89,756	859,113
San Jose	2,022	13,932	84,585
Santa Barbara	1,252	11,678	50,817
Santa Cruz	1,484	14,336	53,636
Santa Maria-Lompoc	12,108	27,767	203,984
Stockton(Lodi)	1,578	8,962	82,438
Turlock	4,002	24,327	224,063
<b>Visalia</b>	<b>279,696</b>	<b>1,393,300</b>	<b>10,119,932</b>
Yuma	6,938	22,918	259,810
Projected Totals for FY 11-12	1,683,118	7,988,108	65,033,963
<b><i>Increase over prior year</i></b>	<b>349,640</b>	<b>1,426,296</b>	<b>11,744,795</b>
Actuals for FY 10-11	1,333,478	6,561,812	53,289,168
<b><i>Increase over prior year</i></b>	<b>749,505</b>	<b>2,090,222</b>	<b>29,192,817</b>
Actuals for FY 09-10	583,973	4,471,590	24,096,351
Reported growth over 2 years	1,099,145	3,516,518	40,937,612
<b>% Increase over 2 years</b>	<b>288%</b>	<b>179%</b>	<b>270%</b>

**B. Coordination with San Joaquin Air Pollution Control District**

Staff has received a number of calls from businesses in the Valley that are attempting to comply with the new requirements of the San Joaquin Air Pollution Control District's eTRIP program. This program requires businesses of 100 employees or more to submit a plan on how they will achieve a reduction in the number of single vehicle trips by their employees. The plan can include a number of elements from encouraging vanpooling to providing 4 day work weeks. Each of the plan elements has a point value attached to it. An employer achieves compliance by reaching a minimum level of points. Going forward the number of required points increases.

Staff has placed a large amount of information on the CalVans website for those interested in joining or starting a vanpool. There is very little information for businesses. Staff has spoken with the Air District about developing a tool kit for employers that would assist them in complying with the eTRIP program. This assistance would also help employers understand and take advantage of the vanpool program. The Air District likes this approach and will be meeting with CalVans Staff to develop a project scope.

### **C. Future Meeting**

#### **a. Hosting Bay Area 511 committee meeting at office**

CalVans Staff recently met with staff from the Bay area 511 rideshare group. Staff explored ways to improve CalVans presence for those vanpools traveling from the Napa or SACOG area to the Bay area. The 511 Staff expressed interest in understanding how the reporting of vanpool ridership data works to generate additional transit funds. They are concerned that the Bay Area transit agencies might be losing out on funding because of non-reporting by private companies vanpools such as VPSI and Enterprise. We will be meeting with them in the Hanford office to go over our reporting methods and possible methods they could advocate for in the Bay area.

#### **b. Ag Safe Meeting in Monterey**

Each year the Agricultural community holds an annual conference in Monterey where a large number of growers get together for training and sharing new ideas. Staff has attended the conference, giving out information and flyers. Staff has also spoke at regional meeting where growers learn how the vanpool program can benefit their workers. Recent inspections and citations by the Federal Department of Labor have continued to keep interest in the Vanpool program high in the San Joaquin and Salinas Valley areas. Staff will be at the conference to give out information and network with the growers.

## **5. Authorize Submittal of JARC (Job Access and Reverse Commute) Applications**

Caltrans has called for submittal of JARC applications for the rural areas of the State. The funding for this project does not impact large or small rural areas, as they get their monies in a different allocation. The funds being applied for represent the rural parts of the state outside of any UZA area. The funding is competitive with the applicant able to secure up to \$400,000 for a single project.

The agency has received several JARC grants in the past that are being used to reduce the cost to new vanpool riders by as much as \$75 per month. Projects are underway in Kings, Monterey and Kern Counties. These applications were submitted in partnership with the individual County Planning agencies, allowing CalVans to submit multiple grants.

Staff would propose to submit one grant application for \$400,000 on behalf of CalVans for general marketing and outreach over the entire CalVans area. We would then work with the each agency member to submit individual grants for use by those traveling to or from a member’s jurisdiction. This combination will allow for marketing and outreach in the overall area while providing new riders in targeted Counties with a monthly incentive to start or join a vanpool in their area.

The JARC grants have been instrumental in growing the project in the rural areas. In most cases, once a rider’s eligibility to receive incentives ends, they tend to stay with the program. Staff recommends the submittal of as many applications as members approve for their respective area. Any successful application would be brought back before the Board for final approval prior to signing.

**6. Review Accounting Procedures for Receipt and Posting of Vanpool Payments**

The attached Accounting Procedures for Receipt and Posting of Vanpool Payments outline how monies are received and deposited in the office. Staff works to make sure that the system is such that there are checks and balances in place where receipt of money is concerned.

There are several steps that occur before the actual receipt of money by the office. These steps are slightly different for general and agricultural vanpools. For the general vanpools they are as follows:

1. A bill is prepared and sent to each main driver on the third week of the month. The bill includes a Quick Books statement showing any credit or amount owed from the prior month. Also included are an information Memo and a speeding report showing any speed over the approved limit. Most drivers receive this information electronically, which saves staff time, paper and postage. The following is one of the bills breaking down the cost per rider:

Vanpool 127 traveling between:	Porterville	and	CSP
<u>Assumption:</u>		effective	1-Dec-11
Average miles per day		70	
Average miles per month		1,400	
Day of use per week		5	
Maintenance cost per mile	\$	0.10	
Insurance cost per van per month	\$	251	
Administration cost	\$	0.14	
<u>Monthly cost per van:</u>			
Van lease cost	\$	185	
Fuel cost	\$	256	
Physicals	\$	-	
Insurance cost	\$	251	
Maintenance cost	\$	140	
Administrative cost	\$	196	
Miscellanies Credit or Debit	\$	-	\$ -
Total Monthly cost	\$	1,028	

Monthly cost per rider:

# of riders	Cost/rider	State Reim.	Final Cost
5	206	65	141
6	171	65	106
7	147	65	82
8	128	65	63

2. The driver then collects from each rider the amount reflected in the bill and completes a payment form listing all riders that shows the amount each is paying. This is placed in a self addressed stamped envelope and mailed to the office.
3. The envelope is received in the office and opened by two accounting clerks.

The agricultural vanpools are billed through the vehicles mobile data terminal on a weekly basis and tracked using Quick Books set to a weekly aging cycle.

1. A report is generated on Sunday at midnight summarizing how far each vanpool went each day of the week. This data is then adjusted using an excel macro spreadsheet to reflect cost at .80 cents per mile broken down by the number of riders.
2. The information to the right is reviewed for accuracy and then sent to the vehicle's MDT. It shows up on the MDT screen pretty much as it is shown below. The driver is then able to review this information with the riders. This lets the riders verify that the driver is collecting the correct amount. In the example below and to the right, 13 riders would each pay \$21 dollars for the week.

640	5/8/2011 0:00	5/8/2011 23:59	0	640	300		\$270
640	5/9/2011 0:00	5/9/2011 23:59	59	7	\$39	11	\$25
640	5/10/2011 0:00	5/10/2011 23:59	61	8	\$34	12	\$23
640	5/11/2011 0:00	5/11/2011 23:59	50	9	\$30	<u>13</u>	<u>\$21</u>
640	5/12/2011 0:00	5/12/2011 23:59	47	10	\$27	14	\$19
640	5/13/2011 0:00	5/13/2011 23:59	34				
640	5/14/2011 0:00	5/14/2011 23:59	48				
			300				

3. The driver then completes the attached form titled Agricultural VP Weekly Payments that lists who rode, days worked, where they worked and type of work they did. This form and the money from each rider are mailed in using a self addressed stamped envelope.

One of the goals is to make it easy to understand and pay the bill. With the Agricultural drivers we also have to make sure that there are no issues that the Federal Department of Labor could have a problem with.

## 7. Assume assignment of Service Agreement from KCAPTA to CalVans

The Vanpool program has always utilized an outside vendor for servicing the vans. Service is done either at the drivers work or home while the van is parked. This is less expensive than bringing the vans in for service. To bring in a van we would incur travel time and the need to supply a spare van while the van is being serviced. By servicing on site we minimize staff costs, reduce the need to have spare vans, and do not inconvenience the vanpool group by pulling their van. The agency has gone out to bid four times in the last 9 years. Each time the project has been bid, the cost has been reduced. That was the case this time.

The Service Agreement with Mobil Maid and Oil Butler has an assign ability clause allowing its assignment by KCAPTA to CalVans. For that reason Staff is recommending that that CalVans assumes the responsibility of KCAPTA under the terms of the agreement.

The following compares the four proposals which were received when the project was rebid in September of last year.

Service Type	Annual number of Services	Fresno Mobile		Rays Mobile Auto Repair Service		Advanced Mobile Lube		Mobile Maid and Oil Butler	
		Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A	1,352	73	98,696	78	105,456	78.95	106,740	78	105,456
B	338	123	41,574	110	37,180	34.95	11,813	15	5,070
C	169	436	73,684	220	37,180	342.95	57,959	310	52,390
D	81	130	10,530	270	21,870	218.95	17,735	315	25,515
	54	292	15,768	300	16,200	285.95	15,441	300	16,200
			240,252		217,886		209,688		204,631

**8. Approve At-Will Agreement for Executive Director Position**

Attached is an “ACKNOWLEDGE OF AT-WILL APPOINTMENT” for the Executive Directors position. This document has been modified so that payment is not required should the director be dismissed for acts of moral turpitude. The compensation was also reduced from four to three months of salary. The Executive Directors annual salary is \$101,316, amounting to a compensation of \$25, 329. It is important to note that the present Director is likely to retire in the next several years as opposed to being terminated. The next Director will most likely negotiate a separate employment contract.

It is recommended that the Board approve the attached At-Will agreement for the Executive Director’s Position.

**9. Authorize Resolution 2012-5 establishing Technical Advisory Committee**

Resolution 2012-5 establishes a Technical Advisory Committee made up of staff from each of the member agencies. It is the goal of the committee to review and make recommendations on all items brought before the Board. The board will meet on the Fourth Thursday, two weeks before the CalVans Board meeting. This should provide sufficient time between meetings.

Staff is recommending authorization of Resolution 2012-5 establishing the Technical Advisory Committee.

**10. Announce Next Meeting Date**

The next meeting will be March 8<sup>th</sup> at 10 a.m.



California Vanpool Authority  
(CalVans)

Minutes of Board Meeting

A regular meeting of the California Vanpool Authority was called to order by Joe Neves, Chairman of Board at 10:00 a.m. on January 12, 2012, in the conference room of CalVans, 1340 North Drive, Hanford, CA. 93230

CALVANS BOARD OF DIRECTORS: Sylvia V. Chavez, Mayor City of Huron  
Joe Neves, Supervisor District 1, Hanford  
Robert Poythress, Madera City Council  
Kirk Trost, Chief Operating Officer, SACOG  
Doreen Farr, Supervisor District 3, Santa Barbara  
Rudy Mendoza, Woodlake City Council  
Mike D. Morgan, Mayor City of Camarillo

CALVANS STAFF PRESENT: Ron Hughes, Trish Barberick, and Heather Corder.

COUNSEL STAFF PRESENT: Zack Smith

VISITORS PRESENT: Seth Eberhard, Christine Chavez, Jim Brown, Janet Wolf and Jerry Taylor,

**1. CALL TO ORDER:**

ROLL CALL – Clerk of the Board

Present: Sylvia V. Chavez, Joe Neves, Robert Poythress, Jim Brown, Janet Wolf and Rudy Mendoza.

Absent: Doreen Farr, Kirk Trost and Mike D. Morgan

**2. UNSCHEDULED APPEARANCES:**

This time is made available for comments from the public on matters within the Boards jurisdiction that are not on the agenda. Members of the public may comment on any item that is on the today's agenda when the item is called and should notify the

Chairman of their desire to address the Board when the item is called. A maximum of (5) five minutes is allowed for any one item.

### **3. CONSENT CALENDAR:**

Motion was made, seconded Poythress/Mendoza and carried Neves and Chavez to approve the consent calendar Item A): Approval of minutes of December 8, 2011, B): Approval of CalVans uniform policy and C): Declare older 2002/2003 vanpools as surplus and authorize their sale. Commissioner Brown, Commissioner Wolf and Commissioner Mendoza abstained.

### **4. SYSTEM UPDATE.**

Ron Hughes commented that this is the second CalVans meeting. Ron explained the shift from KCAPTA to CalVans is progressing smoothly and insurance policies are in place.

CalPERS is backed up four (4) to six (6) months. CalVans employee portion will be paid into the KCAPTA account. Once CalPERS finishes setting up the CalVans account, the money will be rolled over into the CalVans account.

CalVans is continuing to grow and expand as those that use our vanpool tell others about the program. CalVans reduced positions to match revenues when CalVans split from KCAPTA. CalVans has been looking at ways to leverage JARC, CMAC and Air District grants/funds for additional outreach.

Ron also explained the difference of the conventional public transit model compared to CalVans model. Conventional public transit service is provided with a goal of recovering between ten (10) to twenty (20) percent from riders. CalVans uses the same public transit approach, but requires that the riders pay 100% of the cost of service. The focus of both programs is similar in that each targets those who may not have transportation or may wish to carpool to save money.

### **5. APPROVE AT-WILL AGREEMENT FOR EXECUTIVE DIRECTOR POSITION.**

Ron Hughes explained the "acknowledge of at-will appointment" for the Executive Director of CalVans. The document will allow the Board to remove the Executive Director should they choose to do so in the future. The request for sixteen (16) weeks of paid service was made. Ron also explained a termination or moral in turpitude will be added and brought back to the next meeting. Explaining that incase the Executive Director commits a gross act, they will not receive the sixteen (16) weeks of pay.

Commissioner Mendoza commented he felt the sixteen (16) weeks of paid service was too much and was uncomfortable with it.

Commissioner Brown explained that in his years dealing with Transit Managers in the County, City and State Agencies, the sixteen (16) weeks is not too much to ask. He also commented that he thought the sixteen (16) was on the low side of the average and that the request was within reason with the amended language modification added.

Commissioner Wolf questioned whether the packet she had included the modifications. She also commented she would like the modified document in hand before making a decision.

Commissioner Wolf motioned and Commission Brown seconded that this item be brought to the next meeting.

This item will be brought back before the Board at the next meeting with the requested moral code added and a vote will follow.

**6. AUTHORIZE RESOLUTION FOR DEFERRED COMPENSATION PLAN WITH THE HARTFORD.**

Ron Hughes explained that most employees were enrolled in the deferred compensation plan that was in place with KCAPTA. Staff recommended that the same arrangement be set up for CalVans. The current program is managed by The Hartford. The only cost to the agency is a management benefit, which provides management the ability to have a 33.33% match of employee contributions up to \$2,500 per year. Presently there are two (2) management positions in the organization.

Staff recommended the Chairman sign the Resolution 2012-01 approving the adoption of The Hartford 457 Plan (b) deferred compensation plan.

Motion was made, seconded Poythress/Chavez and carried unanimously to authorize approving Resolution 2012-01 for the deferred compensation plan through The Hartford and the Chairman sign the resolution.

**7. AUTHORIZE RESOLUTION FOR OBRA PLAN WITH THE HARTFORD.**

Ron Hughes explained that extra help employees are not eligible for CalPERS and the OBRA plan through The Hartford is required as KCAPTA and now CalVans do not pay into Social Security. This allows part time, extra help and temporary employees to have a retirement plan. This plan may be replaced in the future if the employees vote to join the Social Security Program after CalPERS completes the set up CalVans into their system.

Staff recommended that the Board authorize the Chairman to sign the Resolution 2012-02 for the OBRA deferred compensation plan through The Hartford.

Motion was made, seconded Poythress/Brown and carried unanimously to authorize approving resolution 2012-02 for the OBRA deferred compensation plan through The Hartford.

**8. APPROVE PROCUREMENT POLICIES AND PROCUREMENT MANUAL.**

Ron Hughes explained the procurement policies and procurement manual covers everything that relates to procurement and purchasing. The document was developed following a successful triennial audit by the Federal Transportation Administration. They noted that the document KCAPTA had in place could use some improvements and suggested the current format. KCAPTA has purchased vans using FTA 5307 funds in the past and CalVans will probably do so in the future. Use of these funds requires the Federal clauses and conditions that are a large part of the manual.

Staff changed any reference from KCAPTA to CalVans and recommended the Board approve the manual to be used by CalVans.

Motion was made, seconded Chavez/Poythress and carried unanimously to approve procurement policies and procurement manuals by CalVans.

**9. ADOPT, BY REFERENCE, KINGS COUNTY'S PERSONNEL POLICIES AND PROCEDURES AS CALVANS.**

Ron Hughes explained that KCAPTA uses Kings County Human Resource (HR) department for HR functions dealing with hiring and discipline. KCAPTA and now CalVans would by reference adopt the current County Personnel Policy and Procedures as our own. Using Kings County HR department has saved on costs while staying current with HR employee rules and regulations.

KCAPTA along with other agencies split the cost of a staff member in the HR department. Twenty six (26) of the thirty two (32) KCAPTA employees have transitioned to CalVans. The cost for the HR employee is determined by the number of employees each agency has.

Staff recommended that the Board adopt the same arrangement.

Motion was made, seconded Wolf/Poythress and carried unanimously to adopt, by reference, Kings County's Personnel Policies and Procedures as CalVans.

**10. ACCEPT APPLICATION FROM AMBAG TO JOIN CALVANS.**

Ron Hughes explained the letter from the Association of Monterey Bay Area Governments (AMBAG) requesting membership into CalVans. AMBAG had originally intended to be part of the original formation of CalVans but had to stop to address concerns expressed by some of their local transit operators. AMBAG has signed individual letters with four (4) operators addressing their concerns. CalVans currently has 37 vanpools that include agricultural workers and general riders in the Monterey area. Continued growth is occurring through coordinated efforts of CalVans and AMBAG staff.

Staff recommended that AMBAG be allowed to join CalVans.

Motion was made, seconded Chavez/Poythress and carried unanimously to accept the application from AMBAG to join CalVans.

**11. ACCEPT APPLICATION FROM NCTPA TO JOIN CALVANS.**

Ron Hughes explained the letter from Napa County Transportation and Planning Agency (NCTPA) requesting membership into CalVans. NCTPA has worked with KCAPTA over the past two (2) years in getting a farm worker vanpool started in their area. They experienced the same difficulties other agencies experienced in attracting riders and growers into the program. The farm worker program grant phase ended in June 2011 and they entered into an MOU with KCAPTA in October 2011, so that KCAPTA could assist them in getting the program out to the general vanpool riders as well as agricultural workers.

Staff recommended that NCTPA be allowed to join CalVans.

Motion was made, seconded Brown/Poythress and carried unanimously to accept the application from NCTPA to join CalVans.

**12. AUTHORIZE APPOINTMENT OF ATTORNEY.**

KCAPTA routinely uses the Kings County Council's office for legal work. It was suggested during the drafting of the JPA for CalVans that outside council be sought to assist in the formation of CalVans.

D. Zackary Smith with the firm of Ruddell, Cochran, Stanton, Smith and Bixler was one of the firms recommended. They were recommended because of Mr. Smith's expertise in working with JPA's. Staff has worked with them since that time setting up the legal frame work for the new agency.

Commissioner Wolf questioned whether the legal fees were paid by an hourly rate or a flat fee and what the annual cost would be.

Staff commented the attorney is currently being paid at an hourly rate and will check into a flat rate and what the annual cost would be and bring back the information at the next meeting.

Staff recommended this relationship continue under CalVans and that the Executive Director be authorized to sign an agreement with the firm of Ruddell, Cochran, Stanton, Smith and Bixler.

Motion was made, seconded Poythress/Brown and carried Chavez, Neves and Mendoza to authorize appointment of attorney, D. Zachary Smith and authorize the Executive Director to sign an agreement. Commissioner Wolf abstained.

**12. A ADD ADDENDUM TO AGENDA.**

A request for an emergency meeting to add 12 A to the agenda was made.

Motion was made Mendoza/Chavez and carried Neves, Brown and Poythress to add the addendum to the agenda. Commissioner Wolf abstained.

**12. B AUTHORIZE RESOLUTION FOR SECURING UNEMPLOYMENT INSURANCE.**

Staff was informed on Tuesday that a resolution to include unemployment insurance was required as part of the application being submitted to EDD on January 13, 2012. This application has to accompany the first CalVans payroll which will occur on the same date. To meet this deadline Resolution 2012-03 needs to be approved and submitted with the application.

Staff recommended that the Board approve Resolution 2012-03 and authorize the Chairman to sign the same.

Motion was made, seconded Chavez/Poythress and unanimously carried to authorize Resolution 2012-03 and for the Chairman to sign the same.

**13. ANNOUNCE NEXT MEETING DATE.**

The next CalVans meeting will be on February 9<sup>th</sup> at 10:00 a.m. No objections.

**14. MISCELLANEOUS COMMENTS FROM BOARD AND STAFF.**

Ron Hughes stated the following items will be brought back to the next meeting:

- Work on a formal attorney agreement that would allow expenses to exceed \$25,000, should that be necessary. This will be brought back at a future meeting.
- Bring back resolution setting formal meeting date and time.
- Review accounting procedures as it relates to receiving vanpool payments.
- Establish structure for a technical advisory committee.
- At-will agreement for Executive Director.

If there is anything Commissioners would like to see addressed on the next CalVans agenda, please notify Ron.

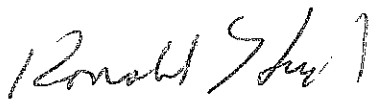
Tulare County Association of Governments (TCAG) staff would like to meet two (2) weeks prior to Board Meeting.

Commissioner Brown would like an update on the conflict of interest and by-laws at the next meeting.

**15. ADJOURNMENT.**

The meeting was adjourned at 10:41 a.m.

Respectfully submitted,



Ronald H. Hughes  
Executive Director

1/12/2012 fb

**RESOLUTION 2012-04**

**IN THE MATTER OF ESTABLISHING THE TIME AND DATE FOR REGULAR MEETINGS OF THE CALIFORNIA VANPOOL AUTHORITY,**

**WHEREAS**, California Vanpool Authority ("CalVans") was created and established in accordance with Government Code Section 6500 *et seq.*, by an agreement between its member agencies ; and

**WHEREAS**, CalVans desires to established a regular time and date to conduct agency business,

**NOW, THEREFORE, BE IT RESOLVED**, that the CalVans does adopt the following place, date and time for holding meetings:

The Board of Directors of CalVans shall meet in the Conference Room of the CalVans' main office located at 1340 North Drive, Hanford, California on the second Thursday of the month at 10:00 a.m. Additional meeting sites may be noticed and included in the agenda as needed, allowing for participation by Board members and members of the public in outlying areas.

The foregoing Resolution was adopted on a motion by Commissioner \_\_\_\_\_, and seconded by Commissioner \_\_\_\_\_ at a regular meeting held on the 9th day of February, 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

CALIFORNIA VANPOOL AUTHORITY

\_\_\_\_\_  
Joe Neves, Chairman

**WITNESS**, my hand this \_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Ronald E Hughes, Executive Secretary



**RESOLUTION NO. 2012-05**

**BEFORE THE CALIFORNIA VANPOOL AUTHORITY**

**STATE OF CALIFORNIA**

.....  
It was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
and duly carried that the following Resolution be adopted:

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR  
TO MAKE APPLICATION FOR AND TO SIGN CERTAIN ASSURANCES WITH  
RESPECT TO APPLICATION FOR AND TO SIGN CERTAIN ASSURANCES WITH  
RESPECT TO APPLICATIONS FOR LOCAL, STATE AND FEDERAL PROGRAMS,  
PROJECTS OR GRANTS**

WHEREAS, Several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital and operation assistance programs or grants; and

WHEREAS, California Vanpool Authority must authorize someone, by resolution, as the "Authorized Official" to make applications for transit assistant grants;

NOW, THEREFORE, BE IT RESOLVED that the California Vanpool Authority hereby authorizes the Executive Director to make application for and to sign required Assurances with respect to Section 5307, 5311, and 5317 applications for State and Federal programs, projects or grants, on behalf of this agency.

The foregoing Resolution was passed and adopted by said California Vanpool Authority at a regular meeting thereof, held on the 9th day of February, 2012, by the following vote:

AYES: Commissioner:  
NOES: Commissioner:  
ABSENT: Commissioner:

\_\_\_\_\_  
Joe Neves, Chairman

WITNESS, my hand this \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Ronald Hughes, Executive Secretary

**CALVANS**  
**ACCOUNTING PROCEDURES**  
**FOR**  
**RECEIPT AND POSTING**  
**OF VANPOOL PAYMENTS**

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**RECEIVING A VANPOOL PAYMENT**

Vanpool payments are received through the mail, night drop box, or brought directly to our office and received at the counter.

- All payments received through the mail are to be placed unopened in the designated box.
- All payments received through the night drop box should be retrieved every morning and placed unopened in the designated box.
- When a Vanpool payment is brought directly into our office, a member of the accounting staff is called to receive the payment. If there is cash received the customer must verify the cash received with the accounting staff member. The total is listed on the bottom right corner and initialed by both in red ink. If there is no one available from accounting to receive the payment, give the customer an envelope, ask them to place the Vanpool Payment form and the checks/cash in the envelope. The envelope is sealed and the VP # is written on the outside of the envelope. The envelope is then designated box.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**OPENING A VANPOOL PAYMENT RECEIVED IN A SEALED ENVELOPE**

Two people from the accounting staff retrieve the sealed envelopes from the designated box. The envelopes ***MUST*** always be opened by two people. As the envelopes are opened, the Vanpool Payment form is reviewed by both accounting staff members to determine if there is any cash included with the payment. **MAKE SURE TO USE A RED PEN WHEN MAKING ANY NOTATIONS.**

If there is ***NO CASH*** included with the Vanpool payment:

- Date stamp the date received on the front, right side of the form. Stamp the posted stamp on the bottom of the form.
- Determine if VP receives receipts via email; if e-mail, write email in top right corner of form, otherwise leave blank.
- Log the date received on the Vanpool Payment Log by the VP#.
- Paper clip the checks/money orders and any vouchers to the front of the form and place in the designated box to be verified and posted.

If there ***IS CASH*** included with the Vanpool payment:

- Date stamp the date received on the front side of the form. Stamp the posted stamp on the bottom of the form.
- On the bottom right hand side of the form write "Cash" and the total amount of cash received.
- Both staff members opening the envelopes verify the amount of cash received and both place their initial by the total cash received.
- Determine if VP receives receipts via email; if e-mail, write email in top right corner of form, otherwise leave blank.
- Log the date received on the Vanpool Payment Log, by the VP#.
- Paper clips the cash and any checks/money orders or vouchers to the front of the form and place the form in the designated box to be verified and posted.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**VERIFYING AND POSTING VANPOOL PAYMENTS**

Retrieve, from the designated box, the Vanpool payments that are waiting to be verified and posted. Vanpool payments that contain cash must be verified and posted first.

1. Verify that the information written on the Vanpool Payment form is correct. If not, write, in red, the correct information. If you changed the amount, place your initial next to the corrected amount.
2. Verify that each check/money order has their vanpool number written on it. If it does not, write the VP# on the check/money order.
4. Add up all of the checks/money orders and/or cash sent. Verify that the total checks/money orders and cash received match the total amount. If it matches, circle the amount in red and initial. If it does not match, using a red pen, draw a line through their total amount and write the correct amount to the right of their incorrect amount. Circle the correct amount and initial.
5. If the payment contains vouchers, you must date stamp, write the number of passengers on the top right side of the voucher and the van number on the middle right side. Then verify the Rider and the voucher number on the Vanpool Payment form. Also, total all the vouchers and note, if not noted, in the Voucher area on the bottom of the Vanpool Payment form. The voucher is only worth what the Rider is paying, 50/50 program, and cannot exceed the face value of the voucher. Make sure the voucher is valid for the month they are paying. If not, mail the voucher back to the Main Driver with an explanation.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**POSTING THE VANPOOL PAYMENTS**

1. Log on to "CASHIERING"
2. In the CASHIERING program, below "Categories", click on "Vanpool Revenue". Click on the corresponding Vanpool Number that is written on the Vanpool Payment form. Enter the total amount received (this is the total amount circled in red) click "Accept Item" and then click "Checkout".
3. On the "Payment Checkout" screen, enter the total amount of checks/money orders and cash received in the designated fields. Any checks/money orders that will not be read by the hopper (remote deposit) are entered in the "check" field; all other checks/money orders are entered in the "direct deposit" field. All cash is entered in the "cash" field.
4. In the "Payee Last Name" field enter the last name, then first name of the "Primary Driver" per the Vanpool Payment Form.
5. In the "First Name" field enter the prison/location of the Vanpool.
6. In the "Middle Name" field enter the month that the Vanpool is paying for.
7. Skip the "Date Applicable" field and under the first line of the "Comments" field enter the number of Riders in the Vanpool.
8. If there are any vouchers included with the payment please type "V" and the total dollar amount of the vouchers in the second line of the "Comments" field.
9. Review all fields for accuracy and then click "Complete". A new field will appear titled "Print Receipt". Click on the link and a new screen will appear with the transaction Receipt; print the receipt.
10. Write in the date posted, the total amount posted and sign on the stamp at the bottom of the Vanpool Payment form.

If an error occurs, you must void receipt and reenter the transaction. A copy of the voided receipt must be presented to the appropriate person for sign off/approval.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

## DAILY DEPOSIT

In order to allow enough time to print, balance and prepare the daily deposit, Vanpool payments are posted up until 3 p.m (2 p.m. is highly recommended for heavy volume days) payments can be done before 3 p.m. if all payments received are posted into the Cashiering system.

When ready to deposit:

1. Add up all of the checks/money orders posted during the day (attach the calculator tape.). **The total must match with the total checks amount printed on the Deposit Permit.** Put the tape on top of the checks/money orders and place a rubber band around the checks/money orders. Label the destroy date (30 days).
2. Add up all of the cash posted during the day and any checks/money orders that were removed from the Direct Deposit stack. **This must agree with the total cash/checks amount printed on the Deposit Permit.** Band each cash denomination together, add up any checks/money orders that were removed, band & attach a tape for each.
3. Make sure to endorse checks/money orders that will not be included with the Direct Deposit.
4. Print one Deposit Permit for cash and checks/money orders removed, and one for the Direct Deposit.

**If either the check amount or the cash amount does not match what is on the Deposit Permit, the error must be identified and corrected. No Exceptions.**

1. On the Deposit Permit, put a line thru the cash line, initial, net cash, and checks. On the Direct Deposit line, write in the total deposit amount.

The following items **must** be attached as back-up to the yellow copy of the Deposit Permit:

1. Copy of all checks or money orders
2. Copy of the Vanpool Payment form
3. Fees by Payee Name Report
4. Yellow Deposit Ticket with the Bag # strip attached.

Once all required items are attached to the yellow copy of the Deposit Permit it is to be scanned and filed in the designated folder.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**CASH DEPOSIT**

On the Deposit Permit for cash and checks/money orders (that were pulled from the Direct Deposit), put a line through the cash line, the net cash line, and initial. On the Direct Deposit line, write in the total amount of cash and checks/money orders and initial. Put a line through all other lines that do not reflect the actual cash deposited and initial. Make a carbon copy and sign as the depositor.

Place the cash and checks/money orders (if any) in the deposit bag. Fill out the information on the bag and a Deposit slip. Seal the bag properly. Keep the yellow copy of the deposit slip and the bag strip. The deposit and the deposit permit are now ready to go to the Treasury's Office.

Scan the following items:

1. Yellow copy of the permit
2. Tape totals from the bag and the yellow copy of the deposit slip and the deposit bag numbers trip.
3. Receipts by payee report (highlight all cash payments and checks/money orders removed payments.)
4. Copies of receipts for cash and any vouchers sent in with payment. Copies of receipts with checks/money orders removed from the Direct Deposit.

The following items **must** be attached as back-up to the yellow copy of the Deposit Permit

1. Yellow deposit ticket with the Bag # strip attached.
2. Fees by Payee Name Report
3. Copies of the Vanpool receipts with cash or checks/money orders removed from the Direct Deposit.

Once all required items are attached to the yellow copy of the Deposit Permit it is to be scanned into the copier and then filed in the designated folder as follows:

"Name VP\_D000\_DATE"

Name daily deposit "VP", underscore, "D" with deposit 3 from the treasurer, underscore, and the date entered into cashiering.



CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**SCANNING AND MAKING COPIES OF VAN POOL PAYMENTS**

1. Make 1 copy of the Vanpool Payment form for each Vanpool.  
Make 2 copies of the Vanpool Payment form if payments are split cash/check or if a check/money order is removed from the Direct Deposit.
2. Make 2 copies of the vouchers for each Vanpool.  
Make 3 copies of the vouchers if the payments are split cash/check or if a check/money order is entered as check instead of Direct Deposit.
3. Make 3 copies of any checks/money orders removed from Direct Deposit.
4. Scan all Vanpool receipt forms. Make copies of the receipt form for each VP that is set up for mail. If the VP is an e-mail account, email them the receipt form.
5. Take the original Vanpool Payment form, copy of the vouchers, if any, and copies of checks/money orders removed, if any. Separate copies – one stack of Vanpool Payment forms, copies including cash and checks/money orders removed from Direct Deposit; one stack of all payments that involved a Direct Deposit. These will be scanned and filed with other documents.
6. Write the date posted and the amount posted on the Vanpool Payment Log.
7. Place the original Vanpool Payment form in the designated location to be posted in QuickBooks along with a copy of the Payees report in cashiering.

\*Please remember there are three types of deposits.

- Remote Deposit
- Cash Deposit
- Check Deposit

**VANPOOL RECEIPTS**

Depending on the method of delivery selected by the Main Driver, send copy of the receipt mail, email or fax to those on the list. Receipts should only be sent to the Main Driver; no exceptions.

1. Print the cashiering receipt for that particular vanpool and attach it to the original form along with copies of their checks and vouchers, this goes into their folder.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

## **DIRECT DEPOSIT**

On the Deposit permit for Direct Deposit's make sure all totals match the actual deposit, make necessary corrections and initial. Direct Deposit checks cannot be endorsed. Once a check has been endorsed it cannot be included in the Direct Deposit.

Scan all checks in the cash pro-system the next business day.

### Cash Pro Instructions:

1. Log on
2. Confirm certificate
3. Click on receipts then remote deposit
4. Click on the create new deposit
5. Click NO for any security message
6. Enter the Declared amount (this amount is from the attached tape)
7. Load the checks into the hopper. The front of the checks should face out.
8. Click on start capture, the checks will scan through the hopper; DO NOT take out of order.
9. Click on all to see all of the checks that were scanned
10. Click on the first yellow exclamation point to see the error.
11. Correct the error and then click next error in the edit item box.
12. When all errors are complete verify that you balance (top of the screen)
13. Click save to save all changes
14. Click on complete (bottom of the screen)
15. Click Reports and print report (this is the report that will be faxed to Treasury along with the Deposit permit from cashiering)
16. Click on reports
17. Verify the dates
18. Change the images to B/W images
19. Click create report (bottom of screen)
20. Click on the pencil icon (bottom of screen)
21. Print (print double sided to copier)
22. Choose Properties
23. Duplex
24. Select open to top
25. Click ok
26. Fax Report and place bundled checks in the proper location for storage.

Scan signed deposit permit, receipts by payees report; cash pro reports (double-sided), and copies of Vanpool payments included in the deposit. File in the appropriate folder.

Any voided cashiering receipts will be scanned with the Direct Deposit.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**REMOTE DEPOSIT RETURN**

Occasionally checks that are scanned in cash pro will not be read and accepted. In this case the Treasury will send us backup copies of the checks that were rejected from the bank. An outside deposit must be done this occurs.

1. Fill out the Kings County Deposit Form.
2. Under "Source of Revenue" enter Remote Deposit Return.
3. Under "Fund number" enter 7603.
4. Under "Department number" enter 917100.
5. Under "Account number" enter 81720060.
6. Write the amount of the deposit in parenthesis.
7. Cross out the total on the check line and initial.
8. Write the negative amount on the Direct Deposit line and initial.
9. Sign as the depositor.
10. Fax the deposit to Treasury.

Keep the copy of the deposit permit signed by yourself and the treasure along with the backup that was sent to you.

1. Pull the check/money order(s) from the deposit date that was illegible. Enter the checks into cashiering individually in the remote deposit return category under bank fees.
2. Enter the amount, accept and check out.
3. In the payment information screen, enter the checks in the check field.
4. Under payee last name enter BofA and the last seven digits of the deposit number.
5. Under first name enter Adj and the date of the Adjustment.
6. Do this for each rejected check.

The check(s) will be put in the bag with the cash deposits for the day. Total the check(s) and attach the tape and rubber band them together. (These steps are in addition to the steps listed for Cash Deposit).

Make sure that a copy of the backup from the bank that shows that the check(s) was rejected and a copy of the check(s) is included with your scanned cash deposit paperwork.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**GRANTS/REIMBURSEMENTS**

Occasionally, we receive grant checks or reimbursements. These are entered into Cashiering as follows:

1. Log on to "CASHIERING"; be sure to use the correct login information for Van Pool Cashiering.
2. In the CASHIERING program, below "Categories", click on "Grants". Click on the corresponding grant/reimbursement. Enter the total amount received, click "Accept Item" and then click "Checkout".
3. In the "Payee Last Name" field enter the payee agency.
4. In the "First Name" field enter the invoice number or project numbers.
5. In the "Middle Name" field enter the check number.
6. Review all fields for accuracy and then click "Complete". A new field will appear titled "Print Receipt". Click on the link and a new screen will appear with the transaction Receipt; print the receipt.
10. Write in the date posted, the total amount posted and sign on the stamp at the bottom of the Vanpool Payment form.

Make copies of the checks received. One copy will be scanned with the Direct Deposit. Create one copy per invoice and per project number. These copies will be attached to their individual invoices.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

**NSF CHECKS**

When a money order, cash or credit card direct deposit is received for a NSF, pull the paperwork for that particular Rider out of the NSF file.

1. Date stamp and enter into cashiering.
2. In CASHIERING, Click on "Vanpool Revenue" "Return Checks-Vanpool", and enter the amount of the original check.
3. Click on bank fee; enter the \$10.00 fee if paid by the Rider. If it is a credit card, there is no fee.
4. Click accept and checkout. Enter payment type. Credit cards are Direct Deposits.
5. Under "Payee Last Name" enter "NSF".
6. Under "First Name" enter the last name, then first name of the Rider.
7. Under "Middle Name" enter the money order #, "cash", or credit card type (visa, mastercard, etc.)
8. Complete and print receipt.
9. Stamp with posted stamp, sign, and date and enter amount and staple receipt to original paperwork.
10. Make a copy of the first page of the Rider's paperwork and the receipt. This will be scanned with cash deposit or the Direct Deposit, whichever applies.

If it is a credit card deposit, back up paperwork will be sent via e-mail (2 pages) that will indicate the Rider and amount. Disregard the \$7.50 charge when posting. **IMPORTANT:** Do not post the amount until you receive a call from the treasury department saying they received it. This may take a day or two.

Credit card payments have their own deposit permits. Enter as Direct Deposit, print permit, sign, make sure all amounts match, and fax to Treasury. Treasury will stamp, sign and fax back. Scan signed deposit permit, backup paperwork (2 pages), NSF paperwork pulled from file, and receipt from cashiering. File with VP deposits.

CAL VANS  
ACCOUNTING PROCEDURES FOR VAN POOL  
AS OF May 31, 2011

These policies and procedures must be followed. Any violation of these policies can be grounds for termination. I acknowledge that I have read, understand and have no additional questions regarding the policies and procedures attached herewith.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Agricultural VP Weekly Payments / Tarifa Seminual de Agricultura VP

HANFORD

Van # \_\_\_\_\_ Driver's Name: \_\_\_\_\_ Date (Fecha): \_\_\_\_\_

(Nombre del Conductor)

Week Period (Periodo de Semana) \_\_\_\_\_

Total Weekly Miles (Millas Total por Semana) \_\_\_\_\_

#	Name (Nombre)	optional (opcion por día)				Office Only (Oficina Salariente)			
		Dias transportado	Days Ridden	Daily Cost Costo por día	Cash (Dinero)				
		DOMINGO	LUNES	MARTES	MIERCOLES	JUEVES	VIERNES	SABADO	Coupon (Cupón)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
Calculations for payment By days Road:		Total # of trips (# Total de viajes ) >>>>							

Weekly Charge ( Costo por semanal) ( )

Divided by total # of trips (# Total de viajes ) ( )

Equals riders cost per day  
(costo diario por viaje) >>>

Total Amount (Cantidad Total) » \$ \_\_\_\_\_

Date (Fecha)	Worksite Destination (Destino)	What work are you doing? (¿En que está trabajando?)

No work  
(No hay trabajo)

Total cost	
Total Payment	Check #
Verification By:	/

Ejemplo en tipo de trabajos: la poda - la uva - tomate - la tabla - durazno - ciruela - algodón \*\* Si tiene alguna pregunta por favor de llamar a Gustavo Banda al (559) 904-5487 Gracia:

**SERVICES AGREEMENT  
For Servicing of 7 & 15 Passenger Vans**

This Agreement, entered into this 1st day of December, 2011 by and between Kings County Area Public Transit Agency, hereinafter referred to as the "AGENCY", and Mobile Maid and Oil Butler, hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H contactor

**WHEREAS**, the AGENCY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

**WHEREAS**, the AGENCY has the desire to secure certain professional services to assist in the servicing and repair of its vanpool fleet as described in RFP- "for Servicing of 7, 8 & 15 passenger vans" Exhibit "A", and hereinafter referred to as the "PROJECT" ;and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, AGENCY and CONSULTANT agree as follows:

**I. SERVICES TO BE PERFORMED BY THE CONSULTANT**

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the AGENCY those tasks described in Exhibit "A" - Scope of Work, for the price identified in Exhibit "B" – Mobile Maids and Oil Butler's SERVICE PRPOSAL.

**II. TIME OF PERFORMANCE**

The CONSULTANT shall commence performance of this Agreement November 1, 2011 following Board approval of this Agreement and shall terminate on December 31, 2012. This Agreement may be extended for additional one year periods for a maximum of three years upon written authorization of the Executive Director of the Agency provided that it is done so on or before November 31 of each year.

**III. COMPENSATION**

- A. Total Compensation: For services performed pursuant to this Agreement, the AGENCY agrees to pay and the CONSULTANT agrees to accept, as payment in full, the amounts shown in Exhibit "B". This amount shall constitute complete compensation, for all services for the work and PROJECT.
- B. Compensations may be increased on an annual basis in conjunction with any mutually agreed extension. Any compensation increase shall be tied to the most recent published CPI at that time extension is granted

**IV. AUTHORIZED REPRESENTATIVE**

- A. AGENCY: The Executive Director, of the Agency, shall represent the AGENCY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the AGENCY's Board is specifically required.



- B. CONSULTANT: Richard Felipe, Owner, shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

## V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The AGENCY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The AGENCY may by written notice to the CONSULTANT specifying the effective date may terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for within the time specified in the Vehicle Service Frequency and Description. Failure to perform said service by the time the mileage is 1,000 past that shown in the above document shall serve as grounds to terminate this agreement, or
  2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of ten (10) days (or longer period as the AGENCY may authorize in writing) after receipt of notice from the AGENCY specifying such failure.
- C. Post-Termination:
1. In the event the AGENCY terminates this Agreement with or without cause, the AGENCY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
  2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
  3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the AGENCY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
  4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of

termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.

5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

#### **VI. INTEREST OF OFFICIALS AND THE CONSULTANT**

- A. No officer, member, or employee of the AGENCY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
  1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
  2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

#### **VII. NO PERSONNEL, AGENCY OR COMMISSION**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **VIII. SUBCONTRACTING**

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the AGENCY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

## IX. INDEPENDENT CONTRACTOR

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the AGENCY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

## XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the AGENCY. In addition, AGENCY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the AGENCY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by AGENCY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at AGENCY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by AGENCY or persons other than CONSULTANT is waived as against CONSULTANT, and the AGENCY assumes full responsibility for such changes unless the AGENCY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

## XII. INDEMNIFICATION AND INSURANCE

- A. In respects to all acts, errors, or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless AGENCY, its elected and appointed officers, employees, and AGENCY designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at AGENCY's option), and hold harmless AGENCY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with

CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; excepting those which arise out of the sole negligence of AGENCY.

C. Without limiting AGENCY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Workers' compensation insurance as required by California law.
2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
4. General Shopkeepers coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

D. AGENCY'S Executive Director is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the AGENCY'S best interest.

E. Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to KCAPTA, Clerk of the Board, P.O. Box 209, Hanford, CA 93232."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by Kings County Area Public Transit Agency shall apply in excess of and not contribute with insurance provided by this policy."

"Kings County Area Public Transit Agency, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with Kings County Area Public Transit Agency."

F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to AGENCY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to AGENCY endorsements to the above-required

policies, which add to these policies, the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by AGENCY, it shall be CONSULTANT's responsibility to see that AGENCY receives documentation acceptable to AGENCY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. AGENCY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- G. In addition to any other remedies AGENCY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, AGENCY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
  3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies AGENCY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

### XIII. MISCELLANEOUS PROVISIONS

- A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. It is agreed by both parties that this Agreement may be assigned by the Agency to the California Vanpool Authority, hereafter referred to as CalVans. Once assigned, CalVans will assume the role of agency as referenced in the Agreement.
- B. Prohibition of Assignment: Neither the AGENCY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- D. Notices: Notice shall be sufficient hereunder if personally served upon the Clerk of the Board, or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

Kings County Area Public Transit Agency  
P.O. Box 209  
Hanford, CA 93232  
Attention: Ronald Hughes

Mobil Maid and Oil Butler  
6520 7<sup>th</sup> Avenue  
Hanford, CA 93230  
Attention: Richard Felipe

- E. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Kings County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Kings County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the AGENCY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the AGENCY and the CONSULTANT.
- G. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- I. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- J. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

**XIV. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**

This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

**A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No Obligation by the Federal Government.

- 1. AGENCY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the AGENCY, CONTRACTOR, or any other party (whether or not a party to that AGREEMENT) pertaining to any matter resulting from this AGREEMENT.
- 2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**  
**(31 U.S.C. §3801 et seq., 49 CFR Part 31, 18 U.S.C. §1001, 49 U.S.C. §5307)**

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and United States Department of Transportation ("U.S. DOT") regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of this AGREEMENT, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this AGREEMENT or the FTA assisted project for which this work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, on CONTRACTOR to the extent the Federal Government deems appropriate.
2. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this AGREEMENT that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C §1001 and 49 U.S.C. §5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
3. CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**C. PRIVACY ACT (5 U.S.C. §552)**

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

D. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. §623, 42 U.S.C. §2000, 42 U.S.C. §6102, 42 U.S.C. §§12112 and 12132, 49 U.S.C. §5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The following requirements apply to this AGREEMENT:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:
  - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the performance of this AGREEMENT. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623 and Federal transit law at 49 U.S.C. §5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
  - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



**E. DISADVANTAGED BUSINESS ENTERPRISES (DBE) (49 CFR Part 23)**

1. The Federal Fiscal Year goal has been set by the AGENCY in an attempt to match projected procurements with available qualified disadvantaged businesses. AGENCY goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises ("DBE") have been established by AGENCY as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from that request for proposal.

If a specific DBE goal is assigned to this AGREEMENT, it will be clearly stated in the Special Specifications, and if CONTRACTOR is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE in the work provided, AGENCY may declare CONTRACTOR noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this AGREEMENT.

- (a) Policy - It is the policy of the Department of Transportation and AGENCY that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 ("STURAA"), shall have the maximum opportunity to participate in the performance of any contract financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this AGREEMENT.

CONTRACTOR agrees to ensure that DBE as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this AGREEMENT. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBE have the maximum opportunity to compete for and perform subcontracts. CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of AGENCY to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of AGENCY procurement activities is encouraged.

- (b) DBE obligation - CONTRACTOR and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In that regard, CONTRACTOR and all subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (c) Where CONTRACTOR is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE in the work provided, AGENCY may declare CONTRACTOR noncompliant and in breach of contract.
- (d) CONTRACTOR will keep records and documents for a reasonable time following performance of this AGREEMENT to indicate compliance with AGENCY's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized

representative of AGENCY and will be submitted to AGENCY upon request.

- (e) AGENCY will provide affirmative assistance as may be reasonable and necessary to assist CONTRACTOR in implementing their programs for DBE participation. The assistance may include the following upon request by CONTRACTOR:

- Identification of qualified DBE
- Available listing of Minority Assistance Agencies
- Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in this AGREEMENT:

- (a) Disadvantaged business "means a small business concern":

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; OR

(2) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and whose management and daily business operations are controlled by one or more women individuals who own it.

- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

- (c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(1) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(2) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(3) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(4) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas; and

- (5) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

**F. ENERGY CONSERVATION REQUIREMENTS (42 U.S.C. §6321 et seq., 49 CFR Part 18)**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**G. FEDERAL CHANGES (49 CFR Part 18)**

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between AGENCY and FTA, as they may be amended or promulgated from time to time during the term of this AGREEMENT. CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT.

**H. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1D)**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AGENCY requests which would cause AGENCY to be in violation of the FTA terms and conditions.

**I. ACCESS TO RECORDS (49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17)**

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
3. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than

competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. FTA does not require the inclusion of these requirements in subcontracts.

**J. RECYCLED PRODUCTS (49 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873)**

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

**K. GOVERNMENT-WIDE DEBARMENT & SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

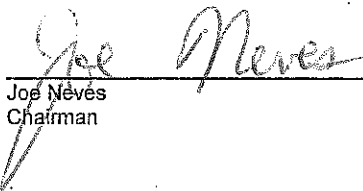
**XV. MISCELLANEOUS PROVISIONS**

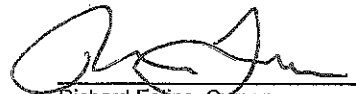
- A. CONSULTANT covenants that he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.
- B. CONSULTANT will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

CONSULTANT

  
\_\_\_\_\_  
Joe Neves  
Chairman

  
\_\_\_\_\_  
Richard Felipe, Owner  
Mobile Maid and Oil Butler

Attachments:

- Exhibit "A": Scope of Work
- Exhibit "B": Project Fees

## Exhibit A

# REQUEST FOR PROPOSALS for Servicing of 7 & 15-passenger vans Operated by Kings County Area Public Transit Agency

Notice is hereby given that the Kings County Area Public Transit Agency (KCAPTA) is requesting proposals for providing routine service to its fleet of 508, GMC, Chevrolet and Toyota 7, 8 & 15-passenger vans. Of this number 391 are assigned and being operated at the present time.

### Scope of Work

The scope of work includes the servicing of vans operate in Kings, Tulare, Fresno, Kern and Madera Counties. The vanpool driver of each van keeps the van at either their home, or worksite. The service will be performed at one of these sites.

### Description of Service to be provided

The Contractor is expected to provide various types of service as outlined in the attached "Service Frequency and Description" form. Routine services are done at 6,000 intervals and include fluid change, tire rotation, and safety inspection. Service can be preformed between 1,000 miles before or after the target interval of 6,000 miles. Service is considered either early or late if it does not occur in this window. Repeated early or late services are grounds for cancelling the service Agreement. Minor repairs, including replacing the starter or alternator, resetting the check engine light, and servicing the servicing the AC system may also be preformed. The proposal's price shall include labor, parts, disposal fees equipment needed to perform the service and minor repairs. Services may generally be performed between 8 AM and 5 PM but may occur earlier or later depending on the drivers work schedule or the vans location.

### Proposal Content

In addition to completing the List of Services, the contractor will address the following as part of the proposal:

- A. The Proposal shall describe how the Proposer can best accomplish the task of providing the work described in this Scope of work.
- B. Proposer will include any recommendations with respect to changes felt to be necessary to provide a more effective or efficient system of servicing the vans.
- C. Description of services to be provided shall include:
  - a. Method of performing onsite services.

- b. Process for disposal of waste products.
  - c. The number of staff to be used.
  - d. Resume or experience of key staff personnel.
  - e. List of major equipment to be used.
- D. Description of support services that will be provided to monitor and improve service efficiency and effectiveness.
- E. Describe any warranty support related to service or repairs.
- F. Describe and attach copies of any insurance coverage for damage resulting from faulty repairs.

Proposal Submission

A signed and dated "Service Frequency and Description" form, plus a written response to the Proposal Content section above must be received by 1:30 PM, September 21, 2011

It is anticipated that the successful proposal will be selected by September 28, 2011. Following the signing of a Service Agreement, work would commence on November 1, 2011.

Proposals and/or questions concerning this proposal are to be directed to:

Kings County Area Public Transit Agency  
1340 North Drive  
Hanford, CA 93230  
Attn: Ronald Hughes Executive Director  
(209) 582-3211, Ext:2711  
ron.hughes@co.kings.ca.us

Proposal for servicing of 7 & 15—passenger vans operated by  
Kings County Area Public Transit Agency

# MOBILE MAID



559-410-1313



Mobile Maid & Oil Butler  
6520 7th Ave.  
Hanford, Ca. 93230

Proposal for servicing 7 & 15 passenger vans operated by Kings Country Area  
Public Transit Agency

### Proposal Content

- A. We at Mobile Maid & Oil Butler have many techniques in servicing your fleet of vans. We do this by working with you and choosing the most effective techniques.
  
- B. My recommendation of a more effective and efficient system to servicing your fleet would be. 1 provide us with a key to the vehicle so the driver does not have to be present. 2 Monthly billing so that driver does not have to be present. 3 A set date and time on which we will do the service. 4 Name and phone numbers to all drivers with specific vehicle identification numbers. 5 The use of quick coupler discharge drain plugs. 6 We also have the ability of doing a wash and detail job on site. This helps with longevity and resale value of the vehicles. We use a detailed list of objectives to look over and keep on top of condition of the vehicle. If we notice abuse of a particular issue whether that be the seats, arm rests, mats, or liners we will track it and keep a detailed report. (see my experiences for a more detailed understanding under C d. )
  
- C. (a) Our method of onsite service includes multiple self contained trucks with pressure washing equipment. The equipment we use is of the highest quality in the standards of the business. From oil pumps to air suction pumps. From the clean oil to the dirty oil we make sure not even a drop of oil is left behind.  
(b) Our process for disposal of waste oil is with the use of a discharge pump we dump the oil at our shop into waste oil tanks.

we re setup to drain our waste oil at designated approved epa drop off sites.

C (c). The great thing about Mobile Maid & Oil Butler is we are a combined team of 3. I am the owner with more than 15 years experience. I do the day to day work keeping an open schedule. Seth Covin takes care of the actual servicing. He comes from a family of mechanics and has been raised around this business his entire life. Seth is in charge of fleet maintenance and would be assigned to your account. We know that with the two of us we can give you a higher standard in servicing your fleet.

C (d) My resume consists of, I was born and raised In Hanford, Ca on a dairy farm. I graduated from Hanford High and went to college at WTI and graduated with a degree in diesel mechanics and a two years associate degree in business in 1996. I then started a commercial bailing and corn chopping business. I grew that business and had up to 30 employees. I had many vehicles and many pieces of equipment. This is why I understand the needs of your fleet. The way that the vehicles are serviced and driven makes all the difference. This has led me to start Mobil Maid & Oil Butler. I have the understanding of what it takes to provide a higher standard in fleet servicing.

Seth Covins father has been a mechanic his hole life in which Seth has followed in his footsteps. Seth has worked for me for many years and understands what I expect and goes to the next level in making sure even the smallest details are not over looked. Between the two of us we know that your vehicles will be taken care of.

C (e) List of equipment consists of 2 service trucks with utility boxes to carry tools that are needed to do the job. Each truck has a pressure washing trailer to clean the vehicle. On the truck we have all the self contained lube equipment. We know that we have the equipment and the ability to do the job right.

D. We have just started using the latest in electronic tracking. We also use a daily sheet and keep a file of each vehicles history.

E. If you provide us with warranty information on the vehicle we can help track it. We can also help do warranty work and make sure the claim gets placed.

F. We are fully insured and licensed. A copy will be provided.

## Vehicle Service Frequency and Description

A	lube, oil, and filter	\$ <del>27.00</del>
	Tire Rotation	\$22.00
	Safety inspection	\$ 0.00

B Air filter We do volume oil changing so we get a discount buying our filters factory direct. We then pass on the savings to you. You have many vehicles if we get the contract we guarantee to match or beat anyone's price. We will then get you an exact price per unit.

Cleaning the condenser fins would be free of charge with a contract this size.

C Transmission and power steering flush.

D Spark plugs and wires.

E Replace all hoses.

With a contract we would throw in a free car wash on the first 50 vehicles. As I explained we feel that keeping the car clean is as important as servicing the engine. We do car washes for \$35 a car. That includes a full vacuum hand dry and inspection. We can do a full detail if needed.

We here at Mobile Maid & Oil Butler would like to thank you for inquiring our service and hope to earn your business.



Richard Felipe  
559-410-1313

If you do not receive a notice of renewal prior to its expiration, you are still responsible for renewing your license.

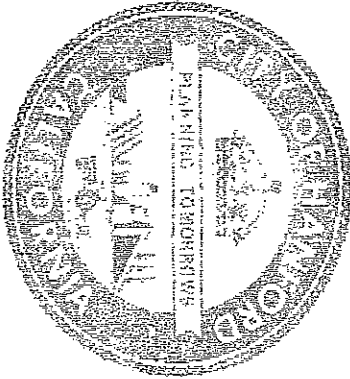
9/2/2011

**City of Hanford**  
315 N. Douy Street, Hanford, California 93230  
(559) 585-2512

### MUNICIPAL LICENSE

**MOBILE MAID OIL BUTLER  
RICHARD FELIPE  
6520 SEVENTH AVE  
HANFORD, CA 93230**

Description: MOBIL LUBE  
Business Address: 877 GREENFIELD



Post In Conspicuous Place

Signature:  LICENSE NO.: 2563  
(Invalid without signature)

Date Printed: 9/2/11

Period Covered: 07/01/11 – 09/30/11



**MACKEY AND MACKEY INSURANCE AGENCY, INC.**

**WWW.MACKEY-INSURANCE.COM**

September 20, 2011

Mobile Maid & Oil Butler  
Attn: Richard Felipe  
6520 7th Avenue  
Hanford, CA 93230

Fax: 559-582-4026

Re: Commercial Package  
Workers Compensation

Dear Richard:

Per your request, below are the limits for the above proposals:

Commercial General Liability \$1,000,000 each occurrence  
\$2,000,000 general aggregate

Carrier: Colony Insurance

Workers Compensation \$1,000,000  
Carrier: State Compensation Insurance Fund

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Brent A. Gooding  
Email: [brent@mackey-insurance.com](mailto:brent@mackey-insurance.com)  
Phone: 559-583-9393, x 103  
Fax: 559-582-3903

/NS

450 Kings County Dr., Suite 101  
P.O. Box 1209  
Hanford, CA 93232  
Phone: (559) 583-9393  
Fax: (559) 582-3903

800 Quintana Rd. Suite 1A  
Morro Bay, CA 93442  
Phone: (805) 772-1799  
Fax: (805) 772-6906

695 Price St., Suite 101  
Pismo Beach, CA 93449  
Phone: (805) 295-6601  
Fax: (805) 295-6603

STATE LICENSE #0668959

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BG  
MOBIL-3

DATE (MM/DD/YYYY)  
09/30/11

**PRODUCER**  
Mackey & Mackey Insurance  
Agency, Inc. License #0668959  
P.O. Box 1209  
Hanford CA 93232  
Phone: 559-583-9393 Fax: 559-582-3903

**INSURED**  
Mobile Maid & Oil Butler  
Richard Felipe  
6520 7th Avenue  
Hanford CA 93230

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
A	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OTHER THAN AUTO	W237790-1	09/30/11	09/30/12	AUTO ONLY - EA ACCIDENT \$ 1000000 OTHER THAN AUTO ONLY: EA ACC \$ 2000000 AGG \$ 2000000								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Verification of liability coverage.**

CERTIFICATE HOLDER	CANCELLATION
NAMED IN  Named Insured's Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Brent A. Gooding, CISR

54



TO: Ron Hughes, Executive Director – CalVans, California Vanpool Authority

FROM: Richard Felipe, Owner – Mobile Maid & Oil Butler

DATE: Monday, January 09, 2012

SUBJECT: A – F LEVEL SERVICE EXPLANATION & PRICING

Thank you for taking time from your busy schedule to meet with me and Len Falter, Business Consultant for Mobile Maid & Oil Butler, on Tuesday, January 3<sup>rd</sup>, 2012 to review and clarify Mobile Maid & Oil Butler’s performance and pricing as set forth in the scope of work for maintaining the CalVan’s vanpool.

As a follow-up to our meeting, I am sending you this correspondence relative to our discussion, proposal, clarification, and present agreement on the pricing for the **A – F Level Services** as currently contracted and performed by Mobile Maid & Oil Butler for the CalVans fleet.

Outlined below in each of the Service-Level pricing charts (A – F) is the current pricing for each **Level of Service** discussed in the meeting. Additionally, below each pricing chart is the detailed explanation and criteria for the specific Service Level.

**A-Level Service Pricing Chart:**

Service Level	Service Description	Mileage Interval	Pricing
A	Oil change and lube; tire rotation; vehicle safety inspection.	6,000	\$78.00

**A-Level Service Detail & Description:**

**A-Level Service:** The A-Level Service pricing of **\$78.00** per CalVan vehicle reflects the current A-Level Service, which includes a vehicle fluid(s) level inspection and service time requirements at every 6,000 vehicle mile interval. To clarify, the pricing reflects the inclusion of all the supplemental materials directly associated with topping off the ‘other’ vehicle fluids beyond the standard vehicle oil change. Specifically, the pricing reflects the following items:

- Visual inspection and top-off of all vehicle fluids (both time and material) beyond the motor-oil according to manufacture specifications, including: brake fluid, transmission fluid, radiator coolant, and windshield washer fluid.
- A visual and operational safety inspection of the following items: (1) Brakes (front & rear) noting % of pad remaining; (2) tire pressure (front & rear) noting % of tread wear remaining for each tire; (3) windshield washer blades for excessive wear and/or improper window moisture clearance; (4) air conditioning & heating systems, including belts and hoses; (5) exhaust & emission systems; (6) battery and charging systems; (7) entire vehicle lighting system.



**B-Level Service Pricing Chart:**

Service Level	Service Description	Mileage Interval	Pricing
B	Replace the air filter and clean condenser fins. (Completed in conjunction with A-Level Service; no separate trip.)	24,000	\$15.00

**B-Level Service Detail & Description:**

**B-Level Service:** The B-Level Service pricing of \$15.00 per CalVan vehicle reflects the current B-Level Service, which includes removal and replacement of the vehicle's air filter unit and the service time requirements. The B-Level Service is completed in conjunction, or at the same time, as the A-Level Service at every 24,000 mile interval.

**C-Level Service Pricing Chart:**

Service Level	Service Description	Mileage Interval	Pricing
C	Transmission flush and power-steering flush.	48,000	\$310.00

**C-Level Service Detail & Description:**

**C-Level Service:** The C-Level Service pricing of \$310.00 will include the **total** travel and required maintenance time, and materials to complete the transmission and power steering maintenance activities at the required CalVans maintenance interval schedule of 48,000 miles. To clarify, all required fluids and any other associated materials to facilitate both the transmission and power steering fluid regeneration and replacement into each serviced CalVan vehicle (per the specified manufacturer standards) is reflected in the C-Level Service pricing of \$310.00 per unit.

**D-Level Service Pricing Chart:**

Service Level	Service Description	Mileage Interval	Pricing
D	Remove & replace spark plugs and spark plug wires.	96,000	\$315.00

**D-Level Service Detail & Description:**

**D-Level Service:** The D-Level Service pricing of \$315.00 will include the **total** travel and required maintenance time, materials, plus a 15% surcharge to complete the removal and replacement of the vehicle's spark plugs and the associated spark plug wire set at the required CalVans maintenance interval schedule of 96,000 miles. To clarify, all required materials and any other associated materials to facilitate the removal and replacement of the vehicle's spark plugs and the associated spark plug wire set (per the specified manufacturer standards) is reflected in the D-Level Service pricing of \$315.00 per unit.





**E-Level Service Pricing Chart:**

Service Level	Service Description	Mileage Interval	Pricing
E	Remove & replace all coolant hoses and heating system hoses.	96,000	\$300.00

**E-Level Service Detail & Description:**

**E-Level Service:** The E-Level Service pricing of \$300.00 will include the total travel and required maintenance time, materials, plus a 15% surcharge to complete the removal and replacement of the vehicle's coolant hoses and heating system hoses at the required CalVans maintenance interval schedule of 148,000 miles. To clarify, all required materials and any other associated materials to facilitate the removal and replacement of the vehicle's coolant and heating system hoses (per the specified manufacturer standards) is reflected in the E-Level Service pricing of \$300.00 per unit.

**F-Level Service Pricing Chart:**

Service Level	Service Description	Mileage & Time Interval	Pricing
F	Vehicle systems check and vehicle safety inspection.	< 5,000 miles @ 180-days	\$53.00

**F-Level Service Detail & Description:**

**F-Level Service:** The F-Level Service pricing of \$53.00 includes a vehicle operational check, a vehicle safety inspection, a fluid(s) level inspection, and service time requirements at 180-calendar days with vehicles incurring less than 5,000 miles since having any Service Level activity. To clarify, the pricing reflects the inclusion of all the supplemental materials directly associated with topping off all vehicle fluids. Specifically, the pricing reflects the following items:

- Visual inspection and top-off of all vehicle fluids (both time and material) according to manufacture specifications, including: motor oil, brake fluid, transmission fluid, radiator coolant, and windshield washer fluid.
- A visual and operational safety inspection of the following items: (1) Brakes (front & rear) noting % of pad remaining; (2) tire pressure (front & rear) noting % of tread wear remaining for each tire; (3) windshield washer blades for excessive wear and/or improper window moisture clearance; (4) air conditioning & heating systems, including belts and hoses; (5) exhaust & emission systems; (6) battery and charging systems; (7) entire vehicle lighting system.



In closing, I thank you (again) for taking time to meet with me last week to discuss our 1<sup>st</sup> month of performance as your mobile vehicle maintenance vendor. Furthermore, I appreciate that we were able to successfully review and clarify the pricing for the A-F Levels of Service for the CalVan's fleet. Additionally, if you have any follow-up questions and/or points of clarification relative to the information contained in this communication, please do not hesitate to contact me.

Lastly, I look forward to continuing the development of the working relationship between CalVans and Mobile Maid & Oil Butler. To that end, I will be calling you sometime in early February to schedule our next performance review and feedback session.

**ACKNOWLEDGMENT OF AT-WILL APPOINTMENT**

I understand that the position of *Executive Director*, to which I have been appointed, is an "At-will" position. I understand that such At-will positions are not within the California Vanpool Authority (CalVans) classified service or its merit system. By this, I understand that my At-will employment with (CalVans) may be terminated without cause or notice at any time by the Board of Directors as my appointing authority.

I specifically understand and agree that my At-will status means the following:

1) I will not at any time acquire any property right or otherwise vested interest in my At-will position. *Initial:* \_\_\_\_\_

2) I will not enjoy a right to permanent or continued employment as *Executive Director* or the right of return to any previous merit system position which I may have held within California Vanpool Authority. *Initial:* \_\_\_\_\_

3) My At-will employment may be terminated at any time, with or without cause or notice, at the will of the Board of Directors at their sole discretion. *Initial:* \_\_\_\_\_

4) If (CalVans) elects to terminate my employment at any time or for any reason, (CalVans) shall pay to me a sum equivalent to three (3) months compensation, at my then-current rate of pay. Notwithstanding the preceding, if my termination is the result of any crime involving moral turpitude, (CalVans) shall have no obligation to pay the severance amount set forth in this paragraph. In such instance, my sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of a gross act or acts of moral turpitude. If the court determines that there was not substantial evidence, I shall receive the severance amount set forth in this paragraph, but no other damages. *Initial:* \_\_\_\_\_

I have read and understand the foregoing statement and voluntarily accept my At-will employment status as *Executive Director*.

Date: \_\_\_\_\_ Print name here: \_\_\_\_\_

Signature: \_\_\_\_\_

c: Personnel File  
Board of Directors

**RESOLUTION 2012-06**

**IN THE MATTER OF ESTABLISHING RULES FOR THE TRANSACTION OF BUSINESS FOR THE CALVANS TECHNICAL ADVISORY COMMITTEE**

**WHEREAS**, the California Vanpool Authority was created and established in accordance with Government Code Section 6500 et seq., by an agreement between the member agencies; and

**WHEREAS**, the California Vanpool Authority seeks to established a Technical Advisory Committee to provide technical advise on regional planning and transportation matters; and

**WHEREAS**, the California Vanpool Authority desires to established rules for the transaction of business for the Technical Advisory Committee,

**NOW, THEREFORE, BE IT RESOLVED**, that the California Vanpool Authority does establish the following Rules for the Transaction of Business for the Technical Advisory Committee:

I. DEFINITIONS.

A. Authority. The term "Authority" shall mean the California Vanpool Authority.

B. Committee. The term "Committee" shall mean the California Vanpool Authority, Technical Advisory Committee.

N. Member. The term "Member" shall mean the duly appointed member of each of the member agencies.

II. FUNCTIONS. The primary but not exclusive functions of the Committee shall be:

A. Review all planning and operational issues which the Authority will consider.

B. Provide technical input to advise the Authority in making their decisions.

C. Review and provide advice on areawide goals, policies, objectives, and plans.

III. MEMBERSHIP AND REPRESENTATION.

A. Designated members of each of the member agencies are declared eligible to be Members on the Committee.

B. Only a Member of the Committee representing one of the Member Agencies shall be qualified to vote upon any and all motions.

IV. TIME AND PLACE OF MEETINGS.

A. The Committee shall meet at the California Vanpool Authority's Conference Room, located at 1340 North Drive, Hanford, California fourth Thursday of each month at 1:30 p.m.

B. Any regular meeting may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may make an order of adjournment of any meeting.

V. POWERS AND PROCEDURES

A. The powers and procedures of the Committee to perform its functions shall include the following:

1. The Committee shall establish rules and policies governing the conduct of meetings and the qualifications and continued participation of its Members.

2. Any Member may, when recognized by the Presiding Officer, may make a motion which, if seconded, may be addressed and/or voted upon, provided a quorum is present.

3. A motion is carried if it receives a simple majority.

4. A quorum shall be a one-third (1/3) of the total voting membership, as counted in the plenary session.

#### VI. OFFICERS.

A. The Executive Secretary of the Authority, or his or her representative, shall officiate the meetings of the Committee.

#### VII. COMMITTEE STAFF.

A. The Executive Secretary and staff of the Authority shall function as the Committee staff.

1. The Executive Secretary shall be responsible, subject to Committee direction, for the administration of the Committee's affairs.

2. The Executive Secretary shall keep charge of all Committee correspondence and shall be responsible for Committee records of meetings.

3. The Executive Secretary shall perform the duties the Committee deems necessary.

4. The Legal Counsel of the Authority shall be responsible for legal matters of the Committee, relative to the Authority.

#### VIII. AMENDMENTS.

A. Amendments to these rules may be proposed by a Member of the Authority, or Authority staff. Amendment proposals shall be submitted to each Member of the Authority for the next regular meeting of the California Vanpool Authority.

B. A simple majority of the total Members of the Authority or their alternates, as counted at a plenary session shall be required to adopt an amendment to these rules.

C. If, within 60 days after the adoption of any amendment, one, or more Members of the Authority not present at its adoption, shall protest such amendment by filing a written protest with the Executive Secretary, it shall automatically be suspended until the next regular meeting. If at the next regular meeting of the Board, the protestor, or an alternate, does not protest the amendment in person, then the protest shall be deemed null and void and the amendment shall be deemed in effect.

D. If a protest is heard before the Board, the Board shall vote to uphold or deny the protest. If the protest is upheld by a majority vote of the Members of the Board, as counted in a plenary session, the amendment shall be abrogated. If the protest is denied by the same type of majority, the amendment will be deemed in effect.

The foregoing Resolution was adopted on a motion by Commissioner \_\_\_\_\_, and seconded by Commissioner \_\_\_\_\_ at a regular meeting held on the 9th day of February 2012, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

CALIFORNIA VANPOOL AUTHORITY

\_\_\_\_\_  
Joe Neves, Chairman

**WITNESS**, my hand this \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Ronald Hughes, Executive Secretary

<u>Van #</u>	<u>City</u>	<u>County</u>	<u>Employer</u>	<u>City</u>	<u>County</u>
689	Avenal	Fresno	Cream of the Crop	Bakersfield	Kern
157	Clovis	Fresno	Fresno EDD	Fresno	Fresno
184	Clovis	Fresno	ASP	Avenal	Kings
237	Clovis	Fresno	ASP	Avenal	Kings
253	Clovis	Fresno	CCWF	Chowchilla	Madera
794	Coalinga	Fresno	Family Ranch	Huron	Fresno
704	Cutler	Fresno	Latino Farm Labor	Visalia	Tulare
771	Firebaugh	Fresno	GM Labor Contracting	Mendota	Fresno
207.1	Fowler	Fresno	NKSP	Delano	Kern
207.2	Fowler	Fresno	NKSP	Delano	Kern
207.3	Fowler	Fresno	NKSP	Delano	Kern
115	Fresno	Fresno	CSATF	Corcoran	Kings
126	Fresno	Fresno	CSH	Coalinga	Fresno
160	Fresno	Fresno	VSPW	Chowchilla	Madera
205	Fresno	Fresno	PVSP	Coalinga	Fresno
235.1	Fresno	Fresno	PVSP	Coalinga	Fresno
235.2	Fresno	Fresno	PVSP	Coalinga	Fresno
235.3	Fresno	Fresno	PVSP	Coalinga	Fresno
239	Fresno	Fresno	CSH	Coalinga	Fresno
240	Fresno	Fresno	CSATF	Corcoran	Kings
241	Fresno	Fresno	CSATF	Corcoran	Kings
242	Fresno	Fresno	PVSP	Coalinga	Fresno
243	Fresno	Fresno	CSH	Coalinga	Fresno
244	Fresno	Fresno	PVSP	Coalinga	Fresno
246	Fresno	Fresno	VSPW	Chowchilla	Madera
247	Fresno	Fresno	VSPW	Chowchilla	Madera
248	Fresno	Fresno	VSPW	Chowchilla	Madera
249	Fresno	Fresno	KVSP	Delano	Kern
250	Fresno	Fresno	VSPW	Chowchilla	Madera
251	Fresno	Fresno	CSATF	Corcoran	Kings
252	Fresno	Fresno	ASP	Avenal	Kings
255	Fresno	Fresno	ASP	Avenal	Kings
257	Fresno	Fresno	CSH	Coalinga	Fresno
259	Fresno	Fresno	CCWF	Chowchilla	Madera
263	Fresno	Fresno	CSATF	Corcoran	Kings
266	Fresno	Fresno	CSH	Coalinga	Fresno
268	Fresno	Fresno	CSH	Coalinga	Fresno
742	Fresno	Fresno	Fruit Harvest	Kettlemen	Fresno
770	Fresno	Fresno	C.A.T Contracting	Reedley	Fresno
649	Huron	Fresno	Kern Farm Labor	Wasco	Kern
687	Huron	Fresno	Kern Farm Labor	Wasco	Kern
694	Huron	Fresno	Ayala Corp	Riverdale	Fresno
703	Huron	Fresno	Ayala	Huron	Fresno
707	Huron	Fresno	Jimmy Hernandez	Madera	Madera
711	Huron	Fresno	Garza Contracting	Bakersfield	Kern
713	Huron	Fresno	Garza Contracting	Bakersfield	Kern
743	Huron	Fresno	ES Labor	Huron	Fresno
778	Huron	Fresno	Garza Contracting	Bakersfield	Kern
806	Huron	Fresno	Sunrize	Huron	Fresno
812	Huron	Fresno	Garza Contracting	Bakersfield	Kern
200.1	Kerman	Fresno	PVSP	Coalinga	Fresno
200.2	Kerman	Fresno	PVSP	Coalinga	Fresno
200.3	Kerman	Fresno	PVSP	Coalinga	Fresno
151	Kingsburg	Fresno	CSP	Corcoran	Kings
234	Kingsburg	Fresno	Pixley School	Pixley	Tulare

<u>Van #</u>	<u>City</u>	<u>County</u>	<u>Employer</u>	<u>City</u>	<u>County</u>
236	Kingsburg	Fresno	FCHD	Fresno	Fresno
747	Mendota	Fresno	Luis Yumas	Mendota	Fresno
646	OrangeCove	Fresno	Loredo Tree Planters	Reedley	Fresno
647	Parlier	Fresno	Family Tree	Reedley	Fresno
668	Parlier	Fresno	Leopoldo Garcia Farms	Kingsburg	Fresno
681	Parlier	Fresno	Family Ranch	Goshen	Tulare
712	Parlier	Fresno	Jorge Garza	Reedley	Fresno
165	Reedley	Fresno	City of Fresno	Fresno	Fresno
197	Reedley	Fresno	KVSP	Delano	Kern
216.1	Reedley	Fresno	CSP	Corcoran	Kings
216.2	Reedley	Fresno	CSP	Corcoran	Kings
216.3	Reedley	Fresno	CSP	Corcoran	Kings
645	Reedley	Fresno	YNF Harvesting	Cutler	Tulare
655	Reedley	Fresno	Sunwest	Reedley	Fresno
656	Reedley	Fresno	Reeding Tree Growers	Selma	Fresno
657	Reedley	Fresno	Family Ranch	Goshen	Tulare
658	Reedley	Fresno	Saravian Farms	Sanger	Fresno
662	Reedley	Fresno	Lorenzo Pelters	Sanger	Fresno
667	Reedley	Fresno	C&M Labor	Dinuba	Tulare
679	Reedley	Fresno	Jose Loredo	Reedley	Fresno
680	Reedley	Fresno	V.F.S	Dinuba	Tulare
699	Reedley	Fresno	Lorado Tree Planters	Reedley	Fresno
719	Reedley	Fresno	Gabriel Rodriguez	Madera	Madera
764	Reedley	Fresno	Tree planters	Reedley	Fresno
783	Reedley	Fresno	Antuna Contracting	Selma	Fresno
816	Reedley	Fresno	Antuna Contracting	Del-Rey	Fresno
131	Sanger	Fresno	Fresno EDD	Fresno	Fresno
192.1	Sanger	Fresno	CSATF	Corcoran	Kings
192.2	Sanger	Fresno	CSATF	Corcoran	Kings
192.3	Sanger	Fresno	CSATF	Corcoran	Kings
745	Sanger	Fresno	Chandler Farms	Selma	Fresno
746	Sanger	Fresno	Cream of The Crop	Bakersfield	Kern
768	Sanger	Fresno	Antuna Contracting	Del-Rey	Fresno
46.1	Selma	Fresno	CSP	Corcoran	Kings
46.2	Selma	Fresno	CSP	Corcoran	Kings
46.3	Selma	Fresno	CSP	Corcoran	Kings
74	Selma	Fresno	CSP	Corcoran	Kings
171	Selma	Fresno	VSPW	Chowchilla	Madera
187.1	Selma	Fresno	CSATF	Corcoran	Kings
187.2	Selma	Fresno	CSATF	Corcoran	Kings
187.3	Selma	Fresno	CSATF	Corcro	Kings
190.1	Selma	Fresno	CSP	Corcoran	Kings
190.2	Selma	Fresno	CSP	Corcoran	Kings
190.3	Selma	Fresno	CSP	Corcoran	Kings
238	Selma	Fresno	PVSP	Coalinga	Fresno
245	Selma	Fresno	PVSP	Coalinga	Fresno
660	Selma	Fresno	Cream Of the Crop	Bakersfield	Kern
688	Selma	Fresno	Cream of the Crop	Selma	Fresno
702	Selma	Fresno	Wawona Packing	Cutler	Fresno
705	Selma	Fresno	Lopolder	Selma	Fresno
710	Selma	Fresno	Guadalupe Antuna	Del-Rey	Fresno
811	Selma	Fresno	Lopolder	Selma	Fresno
793	Arvin	Kern	S&R Farm	Bakersfied	Kern
767	Bakersfied	Kern	Freedom Agri Inc	Arvin	Kern
59	Bakersfield	Kern	NKSP	Delano	Kern



<u>Van #</u>	<u>City</u>	<u>County</u>	<u>Employer</u>	<u>City</u>	<u>County</u>
107	Bakersfield	Kern	NKSP	Delano	Kern
749	Bakersfield	Kern	A&B Harvesting	Bakersfield	Kern
750	Bakersfield	Kern	S&R Labor Contractor	Bakersfield	Kern
760	Bakersfield	Kern	Orange Belt Contractor	Strathmore	Tulare
761	Bakersfield	Kern	Sr Sanchez	Bakersfield	Kern
763	Bakersfield	Kern	Javier Rodriguez	Bakersfield	Kern
815	Bakersfield	Kern	Socorro Herrera	Bakersfield	Kern
848	Bakersfield	Kern	Maravilla Farms	Bakersfield	Kern
740	Lamont	Kern	Nidea Perez	Lamont	Kern
708	McFarLand	Kern	Maricopa	Bakersfield	Kern
57	Shafter	Kern	Taft College	Taft	Kern
95	Shafter	Kern	Taft College	Taft	Kern
83	Armona	Kings	CSH	Coalinga	Fresno
653	Avenal	Kings	El Bajio Packing	Greenfield	Monterey
682	Avenal	Kings	Garza Farms	Bakersfield	Kern
66	Corcoran	Kings	PVSP	Coalinga	Fresno
772	Corcoran	Kings	J&S Farmlabor	Bakersfield	Kern
2	Hanford	Kings	ASP	Avenal	Kings
6	Hanford	Kings	PVSP	Coalinga	Fresno
9	Hanford	Kings	ASP	Avenal	Kings
11	Hanford	Kings	CSH	Coalinga	Fresno
13	Hanford	Kings	PVSP	Coalinga	Fresno
14	Hanford	Kings	CSH	Coalinga	Fresno
16	Hanford	Kings	CSATF	Corcoran	Kings
17	Hanford	Kings	ASP	Avenal	Kings
19	Hanford	Kings	PVSP	Coalinga	Fresno
25	Hanford	Kings	PVSP	Coalinga	Fresno
30	Hanford	Kings	ASP	Avenal	Kings
32	Hanford	Kings	CSH	Coalinga	Fresno
33	Hanford	Kings	PVSP	Coalinga	Kings
43	Hanford	Kings	ASP	Avenal	Kings
44	Hanford	Kings	ASP	Avenal	Kings
47	Hanford	Kings	ASP	Avenal	Kings
62	Hanford	Kings	PVSP	Coalinga	Fresno
72	Hanford	Kings	CSH	Coalinga	Fresno
77	Hanford	Kings	PVSP	Coalinga	Fresno
81	Hanford	Kings	PVSP	Coalinga	Fresno
85	Hanford	Kings	ASP	Avenal	Kings
93	Hanford	Kings	ASP	Avenal	Kings
98	Hanford	Kings	CSH	Coalinga	Fresno
101	Hanford	Kings	CSH	Coalinga	Fresno
105	Hanford	Kings	CSH	Coalinga	Fresno
108	Hanford	Kings	CSP	Corcoran	Kings
109	Hanford	Kings	PVSP	Coalinga	Fresno
110	Hanford	Kings	PVSP	Coalinga	Fresno
117	Hanford	Kings	ASP	Avenal	Kings
120	Hanford	Kings	LNAS	Lemoore	Kings
121	Hanford	Kings	CSH	Coalinga	Fresno
124	Hanford	Kings	ASP	Avenal	Kings
125	Hanford	Kings	LNAS	Lemoore	Kings
141	Hanford	Kings	PVSP	Coalinga	Fresno
143	Hanford	Kings	Armona Union Academy	Armona	Kings
159	Hanford	Kings	CSATF	Corcoran	Kings
175	Hanford	Kings	CSATF	Corcoran	Kings
198	Hanford	Kings	CSATF	Corcoran	Kings

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<u>Van #</u>	<u>City</u>	<u>County</u>	<u>Employer</u>	<u>City</u>	<u>County</u>
201	Hanford	Kings	ASP	Avenal	Kings
218	Hanford	Kings	CSP	Corcoran	Kings
219	Hanford	Kings	PVSP	Coalinga	Fresno
221	Hanford	Kings	PVSP	Coalinga	Fresno
223	Hanford	Kings	ASP	Avenal	Kings
226	Hanford	Kings	PVSP	Coalinga	Fresno
228	Hanford	Kings	ASP	Avenal	Kings
229	Hanford	Kings	ASP	Avenal	Kings
230	Hanford	Kings	ASP	Avenal	Kings
231	Hanford	Kings	ASP	Avenal	Kings
232	Hanford	Kings	ASP	Avenal	Kings
233	Hanford	Kings	CSP	Corcoran	Kings
821	Hanford	Kings	LNAS	Lemoore	Kings
823	Hanford	Kings	CSH	Coalinga	Fresno
663	Kettleman City	Kings	Garza Contracting	Bakersfield	Kern
8	Lemoore	Kings	PVSP	Coalinga	Fresno
18	Lemoore	Kings	ASP	Avenal	Kings
28	Lemoore	Kings	CSP	Corcoran	Kings
38	Lemoore	Kings	PVSP	Coalinga	Fresno
65	Lemoore	Kings	CSATF	Corcoran	Kings
68	Lemoore	Kings	PVSP	Coalinga	Fresno
78	Lemoore	Kings	CSH	Coalinga	Fresno
88	Lemoore	Kings	PVSP	Coalinga	Fresno
90	Lemoore	Kings	CSP	Corcoran	Kings
111	Lemoore	Kings	PVSP	Coalinga	Fresno
113	Lemoore	Kings	ASP	Avenal	Kings
153	Lemoore	Kings	ASP	Avenal	Kings
154	Lemoore	Kings	ASP	Avenal	Kings
155	Lemoore	Kings	CSH	Coalinga	Fresno
168	Lemoore	Kings	CSATF	Corcoran	Kings
220	Lemoore	Kings	PVSP	Coalinga	Fresno
222	Lemoore	Kings	ASP	Avenal	Kings
224	Lemoore	Kings	PVSP	Coalinga	Fresno
225	Lemoore	Kings	CSH	Coalinga	Fresno
227	Lemoore	Kings	ASP	Avenal	Kings
818	Lemoore	Kings	LNAS	Lemoore	Kings
26	Sanger	Kings	ASP	Avenal	Kings
194	Palmdale	Los Angeles	CCI	Tehachapi	Kern
822	Palmdale	Los Angeles	CCI	Tehachapi	Kern
29	Madera	Madera	Clovis	Clovis	Fresno
112	Madera	Madera	VSPW	Chowchilla	Madera
172	Madera	Madera	Fresno EDD	Fresno	Fresno
769	Madera	Madera	Paramont Farms	Lost Hills	Kern
808	Madera	Madera	Ramirez AG.	Los Banos	Merced
820	Merced	Madera	VSPW	Chowchilla	Madera
4	Atwater	Merced	CCWF	Chowchilla	Madera
116	Merced	Merced	CCWF	Madera	Madera
720	Greenfield	Monterey	Azcona	Greenfield	Monterey
723	Greenfield	Monterey	Dominguez Farms	Greenfield	Monterey
724	Greenfield	Monterey	Dominguez Farms	Greenfield	Monterey
725	Greenfield	Monterey	Dominguez Farms	Greenfield	Monterey
762	Greenfield	Monterey	Dominguz Farms	Somerton	AZ
802	Greenfield	Monterey	Dominguez Farms	San Luis	AZ
722	King City	Monterey	Azcona	Greenfield	Monterey
726	King City	Monterey	Azcona	Greenfield	Monterey

<u>Van #</u>	<u>City</u>	<u>County</u>	<u>Employer</u>	<u>City</u>	<u>County</u>
797	King City	Monterey	West Side	Salinas	Monterey
666	KingCity	Monterey	West Side	Fresno	Fresno
50	KingsCity	Monterey	Calif Florida Nursey	Salinas	Monterey
40	Salinas	Monterey	TAMC	Salinas	Monterey
741	Salinas	Monterey	Diamond Cutters	Yuma	AZ
766	Salinas	Monterey	Rancho Purisina	Yuma	AZ
790	Salinas	Monterey	Diamond Cutters	Calexio	Imperial
798	Salinas	Monterey	Ramco Ent	San Luis	AZ
800	Salinas	Monterey	Sonora Packing	San Luis	AZ
803	Salinas	Monterey	Ramco ENT	San Luis	AZ
807	Salinas	Monterey	Ramco ENT	Yuma	AZ
814	Salinas	Monterey	Ramco ENT	Yuma	AZ
846	Salinas	Monterey	Diamond Cutters	Calexio	Imperial
717	Soledad	Monterey	GTO	Soledad	Monterey
773	Soledad	Monterey	GTO Packing	San Luiz	AZ
779	Soledad	Monterey	GTO	San Luiz	AZ
780	Soledad	Monterey	GTO	Somerton	AZ
788	Soledad	Monterey	Azcona	Greenfield	Monterey
795	Soledad	Monterey	GTO	San Luiz	AZ
799	Soledad	Monterey	GTO	San Luis	AZ
804	Soledad	Monterey	GTO	San Luis	AZ
810	Soledad	Monterey	GTO	San Luiz	AZ
756	American Canyon	Napa	Joseph Phelps Vineyards	Napa	Napa
774	Napa	Napa	Joseph Phelps Vineyards	Napa	Napa
49	Hollister	San Benito	Stryker Endoscopy	San Jose	Santa Clara
97	Atascadero	San Luis Obisj	ASP	Avenal	Kings
136	Atascadero	san luis Obisp	CTF Soledad	Soledad	Monterey
140	Atascadero	San Luis Obisj	Chalone Peak	King City	Monterey
15	Paso Robles	San Luis Obisj	King City School	King City	Monterey
21	Paso Robles	San Luis Obisj	CTF Soledad	Soledad	Monterey
55	Paso Robles	San Luis Obisj	Art's Charter School	King City	Monterey
75	Paso Robles	San Luis Obisj	Chalone Peak	King City	Monterey
94	Paso Robles	San Luis Obisj	CTF Soledad	Soledad	Monterey
146	Paso Robles	San Luis Obisj	PVSP	Coalinga	Fresno
48	San Miguel	San Luis Obisj	King City School	King City	Monterey
169	Lompoc	Santa Barbara Co of	Santa Barbara Co.	Lompoc	Santa Barbara
845	Santa Maria	Santa Barbara	Rancho Laguna	Guadalupe	Santa Barbara
851	Santa Maria	Santa Barbara	Cambria Winery	Santa Maria	Ventura
754	Fairfield	Solano	Mercier Ca	Vacaville	Solano
138	Turlock	Stanislaus	VSPW	Chowchilla	Madera
213	Caruthers	Tulare	PVSP	Coalinga	Fresno
650	Cutler	Tulare	J&A Farms	Cutler	Tulare
693	Cutler	Tulare	Trevino & Son	Orosi	Tulare
652	Dinuba	Tulare	Sierra Labor	Reedley	Fresno
654	Dinuba	Tulare	Allala Farms	Dinuba	Tulare
670	Dinuba	Tulare	Sierra Labor	Reedley	Tulare
675	Dinuba	Tulare	Sierra Labor	Dinuba	Tulare
676	Dinuba	Tulare	Loredo Tree Planters	Reedley	Fresno
683	Dinuba	Tulare	Mission Venture	Dinuba	Tulare
709	Dinuba	Tulare	Family Ranch	Avenal	Kings
758	Dinuba	Tulare	Rigoberto Rivas	Reedley	Fresno
805	Dinuba	Tulare	Memos Tree Service	Dinuba	Tulare
817	Dinuba	Tulare	Loredo Tree Planters	Reedley	Fresno
103	Exeter	Tulare	CSP	Corcoran	Kings
39	Lindsay	Tulare	CSP	Corcoran	Kings

<u>Van #</u>	<u>City</u>	<u>County</u>	<u>Employer</u>	<u>City</u>	<u>County</u>
677	Orange Cove	Tulare	Mc Clurry Farms	Selma	Fresno
801	Orosi	Tulare	Avila Farm Labor	Tulare	Tulare
34	Porterville	Tulare	WSP	Wasco	Kern
45	Porterville	Tulare	NKSP	Delano	Kern
61	Porterville	Tulare	KVSP	Delano	Kern
79	Porterville	Tulare	CSP	Corcoran	Kings
100	Porterville	Tulare	CSP	Corcoran	Kings
114	Porterville	Tulare	KVSP	Delano	Kern
127	Porterville	Tulare	CSP	Corcoran	Kings
134	Porterville	Tulare	CSATF	Hanford	Kings
156	Porterville	Tulare	CSP	Corcoran	Kings
161	Porterville	Tulare	CSP	Corcoran	Kings
170	Porterville	Tulare	CSP	Corcoran	Kings
206.1	Porterville	Tulare	NKSP	Delano	Kern
206.2	Porterville	Tulare	NKSP	Delano	Kern
206.3	Porterville	Tulare	NKSP	Delano	Kern
210.1	Porterville	Tulare	KVSP	Delano	Kern
210.2	Porterville	Tulare	KVSP	Delano	Kern
210.3	Porterville	Tulare	KVSP	Delano	Kern
796	Porterville	Tulare	A.G.R	Porterville	Tulare
7	Springville	Tulare	KVSP	Delano	Kern
70	Springville	Tulare	CSATF	Corcoran	Kings
142	Terra Bella	Tulare	Family Health Network	Visalia	Tulare
10	Tulare	Tulare	CSATF	Corcoran	Kings
20	Tulare	Tulare	CSP	Corcoran	Kings
51	Tulare	Tulare	CSATF	Corcoran	Kings
53	Tulare	Tulare	CSP	Corcoran	Kings
89	Tulare	Tulare	LNAS	Lemoore	Kings
139	Tulare	Tulare	CSP	Corcoran	Kings
150	Tulare	Tulare	NKSP	Delano	Kern
185	Tulare	Tulare	TASMG	Fresno	Fresno
191.1	Tulare	Tulare	CSP	Corcoran	Kings
195	Tulare	Tulare	CSP	Corcoran	Kings
203	Tulare	Tulare	PVSP	Coalinga	Fresno
215	Tulare	Tulare	Fresno	Fresno	Fresno
1	Visalia	Tulare	CSATF	Corcoran	Kings
3	Visalia	Tulare	CSATF	Corcoran	Kings
12	Visalia	Tulare	PVSP	Coalinga	Fresno
24	Visalia	Tulare	CSP	Corcoran	Kings
27	Visalia	Tulare	PVSP	Coalinga	Fresno
31	Visalia	Tulare	CSP	Corcoran	Kings
42	Visalia	Tulare	CSP	Corcoran	Kings
52	Visalia	Tulare	CSATF	Corcoran	Kings
54	Visalia	Tulare	KVSP	Delano	Kern
56	Visalia	Tulare	CSP	Corcoran	Kings
64	Visalia	Tulare	NKSP	Delano	Kern
67	Visalia	Tulare	KVSP	Delano	Kern
69	Visalia	Tulare	NKSP	Delano	Kern
71	Visalia	Tulare	CSP	Corcoran	Kings
73	Visalia	Tulare	ASP	Avenal	Kings
76	Visalia	Tulare	CSATF	Corcoran	Kings
80	Visalia	Tulare	CSP	Corcoran	Kings
82	Visalia	Tulare	NKSP	Delano	Kern
84	Visalia	Tulare	CSATF	Corcoran	Kings
91	Visalia	Tulare	CSATF	Corcoran	Kings

<u>Van #</u>	<u>City</u>	<u>County</u>	<u>Employer</u>	<u>City</u>	<u>County</u>
92	Visalia	Tulare	CSP	Corcoran	Kings
99	Visalia	Tulare	NKSP	Delano	Kern
119	Visalia	Tulare	CSH	Coalinga	Fresno
129	Visalia	Tulare	CSP	Corcoran	Kings
137	Visalia	Tulare	Armona Union Academy	Armona	Kings
145	Visalia	Tulare	CSH	Coalinga	Fresno
148	Visalia	Tulare	KVSP	Delano	Kern
152	Visalia	Tulare	CSP	Corcoran	Kings
179	Visalia	Tulare	KVSP	Delano	Kern
181	Visalia	Tulare	PVSP	Coalinga	Fresno
183	Visalia	Tulare	Fresno EDD	Fresno	Fresno
186	Visalia	Tulare	CSP	Corcoran	Kings
188	Visalia	Tulare	CSP	Corcoran	Kings
191.2	Visalia	Tulare	CSP	Corcoran	Kings
191.3	Visalia	Tulare	CSP	Corcoran	Kings
204.1	Visalia	Tulare	PVSP	Coalinga	Fresno
204.2	Visalia	Tulare	PVSP	Coalinga	Fresno
204.3	Visalia	Tulare	PVSP	Coalinga	Fresno
208.1	Visalia	Tulare	NKSP	Delano	Kern
208.2	Visalia	Tulare	NKSP	Delano	Kern
208.3	Visalia	Tulare	NKSP	Delano	Kern
643	Visalia	Tulare	Cream of the Crop	Bakersfield	Kern
765	Fillmore	Ventura	Magana Labor Services	Fillmore	Ventura
854	Fillmore	Ventura	V & V Harvesting	Santa Paula	Ventura
860	Fillmore	Ventura	Magana Labor Services	Fillmore	Ventura
865	Fillmore	Ventura	G&C	Bakersfield	Kern
730	Oxnard	Ventura	Pacific Fresh	Oxnard	Ventura
842	Oxnard	Ventura	Deardorff Family Farms	Oxnard	Ventura
735	Santa Maria	Ventura		Paso Robles	San Luis Obispo
833	Santa Maria	Ventura	White Hills Vineyard	Santa Maria	Ventura
731	Santa Paula	Ventura	Melquiadez Farms	Santa Paula	Ventura
734	Santa Paula	Ventura	Marin Labor Service	Santa Paula	Ventura
809	Santa Paula	Ventura	Sam AG Service	Ventura	Ventura
834	Santa Paula	Ventura	Total Labor Force	Santa Paula	Ventura
835	Santa Paula	Ventura	Magana Labor Services	Fillmore	Ventura
837	Santa Paula	Ventura	Magana Labor Services	Fillmore	Ventura
838	Santa Paula	Ventura	Total Labor Force	Santa Paula	Ventura
839	Santa Paula	Ventura	Magana Labor Service	Fillmore	Ventura
757	Woodland	Yolo	Full Belly Farms	Guinda	Yolo

# California Vanpool Authority 2012 Meeting Calendar

January						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June						
S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July						
S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- Technical Advisory Committee meets every third Thursday of each month at 1:30 p.m. in the CalVans Conference Room at 1340 North Drive, Hanford.
- CalVans Board meets every second Thursday at 10:00 a.m. in the CalVans Conference Room at 1340 North Drive, Hanford.