

MEMORANDUM OF UNDERSTANDING
BETWEEN
LEMOORE UNION HIGH SCHOOL DISTRICT
AND
CALIFORNIA VANPOOL AUTHORITY

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Lemoore Union High School District, hereinafter referred to as LUHSD, and California Vanpool Authority, hereinafter referred to as CALVANS.

A. PURPOSE:

The purpose of this Memorandum of Understanding is to provide parking for CALVANS's Park and Ride participants in the LUHSD Parking Lot ("Lot"). The Lot consists of the parking area located at 101 East Bush Street, Lemoore, California 93245, and extends from the gutter near the furthest southern entrance of the Lot to the south end of the Lot nearest to the football stadium. See diagram at Exhibit 1.

B. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. COST RECOVERY. CALVANS will pay LUHSD fifteen thousand, nine hundred and ninety-two dollars (\$15,992) for LUHSD to slurry coat and eventually resurface the Lot. If LUHSD does not slurry coat every year, the money will be banked to help defray the cost of resurfacing the Lot at a later date.

2. PARKING. Parking for Park and Ride participants is limited to the spaces marked in yellow and identified as being available to Park and Ride participants.

3. LOT USE. The Lot is available for parking by Park and Ride participants. The Lot must be cleared earlier for use by LUHSD during special LUHSD events, in which case LUHSD will provide notice 24 hours before the event.

4. PLACARDS/TAGS. CALVANS may provide special placards or tags that identify a vehicle as being parked by a Park and Ride participant. Vehicles that do not display the special placard or tag, or which do not have a LUHSD parking sticker, will be warned the first time they park in the Lot without displaying the placard or tag, with the next occurrence resulting in the issuance of a parking ticket and fine by the Lemoore Police Department.

5. HOLD HARMLESS. CALVANS and consequently its Park and Ride Participants agree to park at their own risk. LUHSD accepts no liability for damage or loss sustained by any vehicle parked in the Lot.

6. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for one year, at which time it will expire unless extended.

7. NOTICE. If a party wishes to end this agreement before the one-year time period, a thirty (30) day notice is required. If this agreement is ended early, LUHSD will repay funds paid by CALVANS to LUHSD on a monthly prorated basis.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

LEMOORE UNION ELEMENTARY
SCHOOL DISTRICT

CALIFORNIA VANPOOL AUTHORITY

DATE: _____

DATE: _____

HARRY SUSSMAN, Superintendent

RON HUGHES, Executive Director

FUNDING AGREEMENT FOR STATE OF GOOD REPAIR DISCRETIONARY FUNDS

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This Funding Agreement for State of Good Repair Discretionary Funds (“**Agreement**”) by and between California Vanpool Authority (“**CalVans**”) and Kings County Area Public Transit Agency, a joint powers authority (“**KCAPTA**”), is entered into this ___ day of _____, 2013. CalVans and KCAPTA are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

A. This Agreement describes the respective responsibilities of CalVans and KCAPTA for funding capital expenses **Exhibit A** (“**PROJECT**”) in connection with KCAPTA Section 5309 State of Good Repair Grant Agreement attached hereto as **Exhibit B** (the “**State of Good Repair Grant Agreement**”)

B. KCAPTA previously submitted a grant application for Section 5309 State of Good Repair funds to the Federal Transit Administration (“**FTA**”) to obtain funding for the Project. On August 14, 2012, the FTA awarded KCAPTA \$913,200 in Section 5309 State of Good Repair funds. The Parties now desire that the State of Good Repair funds awarded to KCAPTA be used for the benefit of CalVans, as a Sub-grantee. CalVans desires to use proceeds from the State of Good Repair grant funds to finance eligible capital procurement activities as prescribed in the FTA Discretionary program grant award.

C. As a Sub-grantee receiving State of Good Repair funds, CalVans desires to undertake the **PROJECT** and comply with all provisions of the Grant Agreements and applicable federal, state and local laws and regulations (“**Applicable Law**”)

NOW THEREFORE, based on the forgoing recitals and the following promises and covenants the Parties agree:

I. Term: This Agreement shall terminate upon the rejection of any grant application for the **PROJECT** by the FTA or, assuming the award of the grant sought, upon the completion of the disbursement of the funds obtained from the grant and the completion of all reports, updates or any other documentation or responsibility of KCAPTA related to the grant. In all events, this Agreement shall terminate within the time limits set forth in applicable FTA procedures and regulations.

II Exhibits Incorporated: The following are exhibits for this Agreement. Said exhibits are incorporated into this Agreement as if included in full in the body:

EXHIBIT NO.	DESCRIPTION OF EXHIBIT
Exhibit A	Scope of Work
Exhibit B	State of Good Repair FTA Grant Agreement (FTA G-18)
Exhibit C	Budget Detail and Payment Provisions
Exhibit D	General Terms and Conditions
Exhibit E	Special Terms and Conditions

III. Notices: All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either

personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

KCAPTA
1340 North Drive
Hanford CA 93230
Attn: Angie Dow

CALVANS
P.O. Box 209
Hanford, CA 93232
Attn: Ron Hughes

IV. 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. CalVans 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.

V. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of KCAPTA and CalVans 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 KCAPTA and CalVans.

VI. 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.

VII. 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.

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

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

CALIFORNIA VANPOOL AUTHORITY

Joe Neves
Chairman

Approved as to Form

County Counsel

EXHIBIT "A"

Scope of Work

- A. CalVans agrees to perform the PROJECT to provide public transportation service to the general public in the Kings County area of the State of California and in accordance with the terms and conditions of this Agreement.
- B. CalVans agrees to operate the equipment funded and made available through the PROJECT within the Kings County service area.
- C. The PROJECT for new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR 455.1(d)(2) as well as California Vehicle Code Section 100-680), and estimated cost, is as follows:

<u>Item</u>	<u>Quantity</u>	<u>Total Amount</u>
Ford Econoline E350 XLT S3	30	\$1,141,500
	Federal Share: 80%	\$ 913,200
	Local Match: 20%	\$228,300



U.S. Department of Transportation



Federal Transit Administration

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA
G-18, October 1, 2011)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, http://www.fta.dot.gov/documents/18-Master.pdf
(2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: CA-04-0257-00

Grantee: KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

Citation of Statute(s) Authorizing Project: 49 USC 5309 - Bus and Bus Facilities (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$1,141,500

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$913,200

Amount of This FTA Award (in U.S. Dollars): \$913,200

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:

Project Description:

Capital Procurement- Vehicle Expansion

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

EXHIBIT "C"

Budget Detail and Payment Provisions

1. Invoicing and Payment

CalVans's accounting system and billing procedures are subject to audit by KCAPTA prior to contract award, and accounting records pertaining to work performed and costs billed to KCAPTA are subject to audit for a period of three (3) years after date of final payment under this Agreement. If CalVans fails to retain records such as material and equipment supplier's records that are sufficient to permit audit verification of the validity of costs charged to KCAPTA, CalVans will be liable for reimbursement to KCAPTA of all unsubstantiated billings.

Upon review and approval by KCAPTA, KCAPTA agrees to reimburse CalVans for allowable cost as defined in 2 CFR Part 225 and 49 CFR, Part 18, Upon receipt of an invoice that is itemized per Project Budget in the application as applicable, and otherwise meets the requirements of this agreement. Incomplete or disputed invoices shall be returned to CalVans, unpaid, for correction and must be resubmitted to KCAPTA prior to payment of the invoice.

Invoices shall be itemized in accordance with **Exhibit D (Required supporting Documents)** and shall include original signed receipts along with proof of payments.

2. Capital Project

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the basis of payment for the services provided under the Agreement shall be reimbursed in arrears for actual allowable costs. Upon receipt of these invoices, KCAPTA shall reimburse CalVans up to 80% of the total Project cost but not to exceed \$913,200.
- B. KCAPTA obligations to compensate CalVans under the terms of this Agreement shall terminate upon payments of CalVans's invoice(s) for the FTA allowable portions of said vehicle costs. The request(s) for reimbursement shall certify that CalVans has received and accepted the vehicles and shall be submitted together with copies of the vendor's invoices and CalVans's purchase order(s). CalVans's invoices and the vendor's invoices shall be consistent internally and with the purchase order and shall include a breakdown of vehicle unit costs, sales tax, registration fees, and any other items procured with said purchase order(s), including items and cost not reimbursable under this Project and any items not subject to sales tax. The later includes "items and materials when used to modify a vehicle for physically handicapped persons," which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
- C. The net Project cost and the allowable individual items of Project cost shall be determined in conformance with CFR 48, Federal Acquisition Regulations (FAR), Chapter 1, Part 31, 2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments", FAR Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memorandums that may be issued by FTA.
- D. CalVans shall comply with 2 CFR Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) and certifies that all direct and indirect costs billed are allowable. All direct costs, even for project administration activities, must be adequately supported with proper documentation. Indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal. CalVans shall obtain approval from the State of

California's Audits and Investigations Office of CalVans's CAP prior to submitting any invoices for payment for the Project. Indirect charges incurred prior to plan approval is not allowable expense.

- E. No advance payment will be made for the Project. Reimbursements will only be allowed after execution of this Agreement for submission of the appropriate purchase order(s), receipt of all invoices and the full delivery of all vehicles described in Exhibit A of this Agreement. Reimbursement will only be allowed for purchases made after the effective date of this Agreement. Project invoices shall be submitted not more frequently than weekly in arrears and must include the Agreement Number. Incomplete or erroneous invoices shall be returned to CalVans, unpaid, for corrections. Final invoices are due to KCAPTA on or before June 30, 2014.
- F. Upon successful completion of the Project or upon termination by KCAPTA, the parties shall determine the amount of compensation, if any to be repaid by CalVans to KCAPTA in order to avoid any KCAPTA liability to FTA due to payments erroneously made to CalVans in excess of the total Project amount eligible for Federal reimbursement.
- G. As specified in Exhibit D, Section 4. Useful Life Standard, this Agreement will expire upon the Project meeting its useful life period.

3. Budget Contingency Clause

- A. CalVans agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and FTA Circular 9040.1F.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In the event, KCAPTA shall have no liability to pay any funds whatsoever to CalVans or to furnish any other considerations under this Agreement and CalVans shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, KCAPTA shall have the option to either cancel this Agreement with no liability occurring to KCAPTA or offer an Agreement amendment to CalVans to reflect the reduced amount.

4. Project Closeout Clause

- A. Upon successful completion of the PROJECT or upon termination by KCAPTA, the parties shall determine the amount of compensation, if any, to be repaid by CalVans to KCAPTA in order to avoid any KCAPTA liability to FTA due to payments erroneously made to CalVans in excess of the total PROJECT amount eligible for Federal reimbursement.

EXHIBIT "D"

General Terms and Conditions for all Federal Grant Programs

1. **Subrecipient** For the purpose of this Agreement, CalVans is the subrecipient as referenced in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (pub.L. 109-059). As a grant subrecipient of FTA funds CalVans agrees to comply with Federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA including but limited to the USDOT FTA Master Agreement (15), October 1, 2008 and FTA C 9030.1D, Urbanized Area Formula Program, or FTA C 9300 1.B, Capital Investment Program Guidance and Application Instructions.

2. **Approval**
 - A. Except as provided herein this Agreement is of no force or effect until signed by both parties and approved by KCAPTA.

 - B. KCAPTA reserves the right to sign and approve the Agreement provided however, the commencement of work should not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal Fiscal year. CalVans may not commence performance until federal authorization has been obtained.

 - C. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.

 - D. This Agreement is valid and enforceable only if sufficient funds are made available to KCAPTA by the United States Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress that may affect the provisions, terms or funding of this Agreement in any manner.

 - E. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

 - F. **State Law.** This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CalVans observe or comply with or perform any activity in contradiction or violation of State law, CalVans will notify KCAPTA at once, in writing of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by CalVans and KCAPTA for mutually agreed appropriate changes and/or modifications; and CalVans shall proceed, as soon as is possible, with the Project.

3. **Enforcement/Remedies for Non-Compliance.** If CalVans materially fails to comply with the term of this Agreement, or fails to refund any moneys due KCAPTA, KCAPTA may take on or more of the following actions:

- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by CalVans.
 - B. Wholly or partially suspend or terminate the current award for CalVans' PROJECT.
 - C. Withhold future awards to CalVans for the program.
 - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to KCAPTA from remaining grant balance and/or future apportionments, or any other funds due CalVans from the Federal Trust Fund or any other sources of funds.
 - E. Take other remedies that may be legally available.
4. Timeliness. Time is of the essence in this agreement and shall be signed and returned by CalVans within 90 calendar days after mailing. In the event this agreement is not signed and returned within 90 days of mailing, the Project identified in Exhibit A of this Agreement from FTA's grant award may at the discretion of KCAPTA be withdrawn and cancelled.
5. Amendment. No amendment or alteration of the terms of the Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties. Amendments shall be signed and returned by CalVans within 90 calendar days after mailing. In the event this amendment is not signed within 90 days of mailing, the Project identified in Exhibit A of this Agreement from FTA's grant award may at the discretion of KCAPTA be withdrawn and cancelled.
6. Assignment. This Agreement is not assignable by CalVans, either in whole or in part, without the consent of KCAPTA in the form of a formal written amendment.
7. Independent Contractor. CalVans, and the agents and employees of CalVans, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of KCAPTA.
8. Antitrust Claims. CalVans by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, CalVans shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1. "Public purchases" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of Business and Professions Code.
 - 2. "Public purchasing body" means the State or the subdivision or agency make a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by

the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
9. Child Support Compliance Act. "For any Agreement in excess of \$100,000, CalVans acknowledges in accordance with Public Contract Code 7110, that:
- A. CalVans recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. CalVans, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
10. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
11. Annual Certification and Assurances. As requested by KCAPTA, the CalVans must complete and submit to KCAPTA the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by KCAPTA .
12. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, CalVans agrees that it will comply with the requirement of 49 U.S.C Section 5323 (h)(2) by refraining from using any Federal assistance funds awarded by KCAPTA on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
13. Buy America. CalVans shall comply with the Buy America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661, for all procurement of steel, iron, and manufactured products used in Project. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases. Separate requirements for rolling stock are set out in 49 USC 5323 (j) (c) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

14. U.S. Flag Requirements.
 - A. Shipments by Ocean Vessel. For third-party contract that may involve equipment, materials, or commodities which may be transported by ocean vessels, CalVans and subcontractor must comply with 46 U.S.C Section 55303 and 46 CFR Part 381, "Cargo Preference- U.S. Flag Vessels."
 - B. Shipment by Air Carriers. For third-party contracts that may involve shipment of federally assisted property by air carrier, CalVans and subcontractors must comply with the "Fly America" Act and 49 U.S.C. Section 40118, "Use of United States Flag Air Carriers," and 41 CFR Sections 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with 49 U.S.C. 49 40118 and 41 CFR Part 301-10, CalVans and all subcontractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation, to the extent such service is available or applicable.
15. Accounting Records. CalVans shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the Project. CalVans' accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by the State of California. All records shall provide a breakdown of total cost charged to the PROJECT including properly executed payrolls, time records, invoices, and vouchers.
16. Worker's Compensation. CalVans hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by CalVans is defined as independent contractors, this cause does not apply.
17. Vehicle Operator Licensing. CalVans is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicles operated.
18. Audit Requirements. CalVans shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereto. The cost of the audits made in accordance with the provisions of OMB Circular A-133 is not an allowable charge to this Project.
19. Record Keeping. CalVans and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement.
20. Examination of Records. KCAPTA and any duly authorized representative of the Federal government shall have access to any books, records, and documents of CalVans and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. CalVans shall include a clause to this effect in every subcontract entered into relative to the Project.
21. Examination of Accounting. CalVans accounting system and billing procedures are subject to audit by KCAPTA prior to contract award, and accounting records pertaining to work performed and costs billed to KCAPTA are subject to audit for a period of three (3) years after date of final payment under this Agreement. If CalVans fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers records the are sufficient to permit audit verification of the validity of cost charged to KCAPTA, CalVans will be liable for reimbursement to KCAPTA of all unsubstantiated billings.

22. Reporting Forms. CalVans shall furnish KCAPTA with any additional reports or data that may be required by FTA or other federal agencies. Such reports and/or data will be submitted on forms provided by KCAPTA.
23. Debarment and Suspension. CalVans agrees as follows:
- A. CalVans agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, CalVans agrees to refrain from awarding any third-party contract of any amount to or entering into any bus-agreement of any amount with a party included in the “U.S. General Services Administration’s (U.S. GSA) List of Parties Excluded from Federal procurement or Non-procurement Programs,” implementing Executive Order Nos. 12549 and 12689, “Debarment and suspension” and 49 CFR Part 29. The list also include the names of parties debarred, suspended, or otherwise excluded by agencies, and contractor declared ineligible for contract award under statutory or regulatory authority other than Executive Order nos. 12549 and 12689.
 - C. Before entering into any third-party contract exceeding \$25,000, CalVans agrees to obtain a debarment and suspension certification from each third-party contractor containing information about the debarment and suspension status of that third-party contractor and its “principals,” as defined at 49 CFR 29.105 (p). CalVans also agrees to require each third-party contractor to refrain from awarding any third-party sub-contract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any third-party subcontractor (at any tier) seeking a contract exceeding \$25,000.
24. Compliance with Federal Statutes. During the performance of this Agreement, CalVans, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee CalVans under the Federal Transit Act, including but not limited to the following:
- A. Race, Color, Creed, National Origin, Sex – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S. C 2000e, and Federal Transit laws at 49 U.S. C 5332, CalVans 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 200e note), and with any applicable Federal statutes, executive orders, regulations, and Federal Policies that may in the future affect construction activities undertaken in the course of the Project. CalVans agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally 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, CalVans agrees to comply with any implementing requirements FTA may issue.
 - B. Non discrimination. CalVans with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, CalVans shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

CalVans shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of U.S. DOT's Regulations, including employment practices when the contract covers a program whose goal is employment. Further, In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CalVans 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, CalVans agrees to comply with any implementing requirements FTA may issue.

- C. Solicitations for Subcontracts Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation by CalVans for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CalVans of CalVans's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports. CalVans shall provide all information and reports required by Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by KCAPTA or FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, CalVans shall certify to KCAPTA or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. In accordance with 49 CFR Part 26 and as described in FTA Circular 4702.1, and the California Department of Transportation Title VI Program Plan, and upon request from KCAPTA, CalVans shall comply with the following reporting requirements. CalVans is also responsible for ensuring compliance of each third-party contractor at any tier of the Project.
 - 1. Provide an Annual Title VI Certification and Assurance.
 - 2. Establish and maintain a Title VI complaint procedures.
 - 3. Record Title VI investigations, complaints, and lawsuits.
 - 4. Provide meaningful access to Limited English Proficient Persons.
 - 5. Notify beneficiaries of protection under Title VI
 - 6. Provide additional Information upon request.
 - 7. Prepare and submit a Title VI Program
 - 8. Guidance on conducting an Analysis of Construction PROJECT's
 - 9. Guidance on promoting Inclusive Public Participation.
- F. Sanction for Noncompliance. In the event of CalVans's noncompliance with the nondiscrimination provisions of this Agreement, KCAPTA shall impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to CalVans under the Agreement until CalVans complies, and/or
 - 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

- G. Incorporation of Provisions. CalVans shall include the provisions of these paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. CalVans will take such action with respect to any subcontractor or procurement as KCAPTA or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CalVans becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CalVans may request KCAPTA to enter into such litigation to protect the interest of KCAPTA, and in addition, CalVans may request the United States to enter into such litigation to protect the interest of the United States.
25. Disadvantage Business Enterprise. CalVans agrees to:
- A. Comply with U.S. DOT regulation, "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs", 49 CFR Part 26 and will cooperate with KCAPTA with regard to maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Report twice annually on DBE participation in their contracting opportunities; their award/commitments and actual payments.
 - C. CalVans shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. CalVans' DBE program, as required by 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and a failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to CalVans of its failure to carry out its approved program, KCAPTA may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C, 3801 et seq.).
 - D. CalVans, subrecipients, or subcontractor shall not discriminate on the bases of race, color, national origin, or sex in the performance of this contract. CalVans shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by CalVans to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy KCAPTA deems appropriate.
26. Section 504 and Americans with Disabilities Act Programs Requirements. CalVans will comply with 49 C.F. R. Parts 27, 37 and 38, implementing the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C Section 794, as amended.
27. Energy Conservation. CalVans agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 49, U.S.C. §§ 6321 et seq.
28. Recipient of Commission. CalVans warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of the Agreement.
29. Conflict of Interest

- A. In accordance with 41 U.S.C § 22, no member of or delegate of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. CalVans certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- C. CalVans shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. CalVans will not be awarded a contract if the financial interests are held by a current officer or employee of KCAPTA. Additionally, a contract will not be awarded to an officer or employee of KCAPTA to provide goods and service. Likewise, CalVans officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality;
 - 4. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- E. Former KCAPTA employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the agreement, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from KCAPTA service.
- F. Neither CalVans nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of CalVans or its contractor during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and is such interest is immediately disclose to CalVans and such disclosure is entered upon the minutes of CalVans' written report to KCAPTA of such interest, KCAPTA may waive the conflict of interest; provided that the officer or employee shall not participate in any action by CalVans or the locality relating to such contract, subcontract, or arrangement.
- G. CalVans shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall have require its contractors to insert in each of their subcontract, the following provision:

“No member, officer, or employee of CalVans or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.”
- H. The provisions of this subsection shall not be applicable to any agreement between CalVans and its fiscal depositories or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

30. Lobbying.

- A. CalVans agrees that it will not use Federal assistance funds to support lobbying. In accordance with 31 U.S.C. and U.S. DOT Regulations, "New Restrictions on Lobbying," 49 C.F.R Part 20, if CalVans's PROJECT exceeds \$100,000, KCAPTA will not make any Federal assistance available to CalVans until KCAPTA has received CalVans' certification that CalVans has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal grant, cooperative agreement or any other Federal award from which funding of the PROJECT is originally derived, consistent with 31 U.S. Section 1352, and;
- B. If applicable, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, the connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with the form instructions.
- C. CalVans shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

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

31. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. CalVans acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying contract, CalVans certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made; pertaining to that underlying contract or the FTA assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, CalVans 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 CalVans to the extent the Federal Government deems appropriate.
- B. CalVans also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed in whole or in part with Federal assistance originally awarded by FTA 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 CalVans, to the extent the Federal Government deems appropriate.

- C. CalVans agrees to include the above two clauses in cash subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
32. Contract Involving Federal Privacy Act Requirements. The following requirements apply to CalVans and its employees that administer any system of records on behalf of the Federal Government under any contract:
- A. CalVans 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, CalVans agrees to obtain the express consent of the Federal Government before CalVans or its employees operate a system of records on behalf of the Federal Government. CalVans understands that the requirements of the Privacy Act including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. CalVans 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.
33. Drug-Free Workplace. CalVans certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with Government code Section 8355, et seq. CalVans is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent CalVans, any third-party contractor at any tier, any subrecipients at any tier, or their employees, perform a safety sensitive function under the PROJECT, CalVans agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. Section 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.
34. Charter Service Operations. CalVans agrees to comply with 49 U.S.C. Section 5323 (d) and 49 CFR Part 604, which provides CalVans and subrecipients of FTA assistance are prohibited from providing charter services using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exception listed at 49 CFT-Subpart B. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation. CalVans assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation of Federally assisted equipment) of providing the service. CalVans understands that the requirements of 49 CFR part 604 will apply to any charter service provided, the definitions in 49 CFR part 604 apply to this agreement, and any violation of this agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
35. Additional Termination Clauses.
- A. Termination for Convenience. When it is in KCAPTA best interest, KCAPTA reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to CalVans. CalVans shall be paid its costs, work performed up to the time of termination. CalVans shall promptly submit its termination claim to KCAPTA. If CalVans

has any property in its possession belonging to KCAPTA, CalVans will account for the same, and dispose of it in the manner KCAPTA directs.

- B. Termination for Default. KCAPTA may terminate this Agreement upon a finding that CalVans has not made satisfactory progress toward procuring the PROJECT equipment with in twelve (12) months of execution of this Agreement or that CalVans is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving CalVans thirty (30) days to correct the default. KCAPTA shall be the sole judge as to whether CalVans' corrective measures are adequate. If CalVans fails to remedy to KCAPTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement KCAPTA shall have the right to terminate the Agreement without any further obligation to CalVans. Any such termination for default shall not in any way operate to preclude KCAPTA from also pursuing all available remedies against CalVans.
- C. Mutual Termination. The PROJECT may also be terminated if KCAPTA and CalVans agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
36. Disputes KCAPTA and CalVans shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, CalVans shall submit to the authorized KCAPTA Representative for this Agreement or designee a written demand for a decision regarding the disposition of any dispute arising under this Agreement. KCAPTA Representative shall make a written decision regarding the dispute and will provide it to CalVans. CalVans shall have an opportunity to challenge KCAPTA Representative's determination but must make that challenge in writing within ten (10) working days to KCAPTA's Board, Office of Federal Transit Grants or his/her designee. [If CalVans challenge is not made within the ten (10) day period, KCAPTA Representative shall become the final decision of KCAPTA.] The decision of KCAPTA's Board, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless CalVans commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
37. Procurement. For all procurements of property, supplies, equipment or service under an FTA assisted grant, CalVans shall provide full and open competition and comply with the procurement requirements set forth in 49 U.S.C. Section 5325 (a), applicable third-party procurement requirements of 49 U.S. C. chapter 53 and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. CalVans shall prepare a bid package, including equipment and material specifications or a scope of work. In accordance with applicable U.S. DOT third-party procurement regulations at 49 C.F. R. § 18.36 and the provisions of FTA circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008 and any later revision thereto, CalVans agrees that it may not use FTA assistance to support its procurement unless there is satisfactory compliance with Federal laws and regulations including but not limited to the following:
- A. To state clearly that the final contract award to any bidder requires prior written approval by KCAPTA and that bids are consistent with the PROJECT equipment description identified in Exhibit A, Scope of Work
- B. To comply with applicable Federal laws and regulations including, but not limited to Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contains requirement applicable to FTA CalVans and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.

- C. For all contract and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 U.S. C. § 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
- D. To comply with the requirements of 49 U.S.C § 5323(c) and FTA regulations, “Bus Testing,” 49 C.F.R. Part 665, and any revision thereto.
- E. To comply with the requirements of 49 U.S.C. § 5323(i) and FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 C.F.R. Part 663, and any revision thereto.
- F. To comply with the requirements of 49 U.S.C. § 5325(b) to award a third-party contract using a competitive procurement process.
- G. In accordance with 49 U.S.C. § 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
- H. To comply with 49 U.S.C. § 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- I. To comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, “Pre-Award and Post –Delivery Audits of Rolling Stock Purchases,” 49 CFR Part 663, and any revision thereto.
- J. To award a third-party contract using a complete procurement process in compliance with the requirements of 49 U.S. C. Section 5325.
- K. To require each bidder to certify that it has complied with 49 CFR 26, which requires each transit vehicle manufacturer to establish annual goals for the participation of disadvantaged business enterprises and to submit those goals to FTA for approval
- L. To comply with 49 U.S.C. section 5323(j), FTA’s Buy America regulations at 49 CFR Part 661 and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract.
- M. To meet applicable regulations of 49 CRF Part 663 in the purchase of revenue rolling stock.
- N. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et. seq. and Clean Water Act, as amended, 33 U.S.C. Section 1251 et. seq. Agrees to report and require each third-party contractor or subcontractor at any tier to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
- O. To comply with U.S. Environmental Protections Agency (U.S. EPA), “Comprehensive Procurement Guidelines for Products Containing Recovered Materials,” 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, CalVans agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
- P. 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.

- Q. To the extent applicable, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice “FTA national ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
 - R. In accordance with 40 CFR Part 85, “Control of Air Pollution from Mobile Sources,” 40 CFR Part 86, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” and 40 CFR Part 600, “Fuel Economy of Motor Vehicles, CalVans must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
 - S. CalVans shall refer to FTA “Best Practices Procurement Manual” for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. CalVans’ failure to comply with all mandates shall constitute a material breach of this Agreement.
 - T. CalVans must comply with applicable cost principles circulars, current in Title 2 of the Code of Federal Regulations, in determining whether project costs are allowable or unallowable. Title 2 CFR Part 225, previously OMB Circular A-87, establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with State and local governments and federally recognized Indian tribal governments. 2 CFR Part 230 previously OMB Circular A-122, establishes cost principles for nonprofits. Where applicable, CalVans must comply with cost principles of FAR 31.2.
 - U. CalVans must have written protest procedures covering the pre-bid/pre-proposal, post proposal, and post award processes, and shall in all instances disclose to all bidders CalVans’s protest and appeal procedures. All CalVans’s protest decisions must be dated and in writing.
38. Bid Proposal and Contract Award. All bid solicitation documents, proposed vendor selection and request for non-competitive bid must be reviewed and approved by KCAPTA prior to the award of the contract. No award shall be made without the written approval from KCAPTA. CalVans (or procurement agent acting on its behalf) shall prepare the bid documents, solicit, and receive competitive bids or proposals, shall evaluate the bids or proposals received, and shall select the lowest price compliant bid for award.
- A. CalVans (or procurement agent acting on its behalf) shall forward to KCAPTA, at least thirty (30) days prior to the release of the bid solicitation, a copy of the bid solicitation document proposed contract, and bidders list.
 - B. Prior to contract award, CalVans (or procurement agent acting on its behalf) shall forward to KCAPTA a list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals of all those whose prices are lower than the selected vendor’s an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this shall include a statement by CalVans that the price is fair and reasonable and the basis for that determination (FTA Circular C 4220.1F “Third-party Contracting Guidance”).
39. FTA Regulations, Policies, Procedures and Directives. CalVans 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 (18) dated October 2011) between KCAPTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. CalVans’ failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be

deemed illegal or in conflict with the laws of the State of California or with Federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

40. Amendment to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
41. Disposition of Equipment. The disposition of all PROJECT equipment shall be made in accordance with the requirement of 49 C.F.R. Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and FTA C 9070.1F (Section 5310) and 49 U.S. C. § 5310. Whenever any PROJECT equipment is withdrawn from the PROJECT for any reason, CalVans shall immediately notify KCAPTA. Should the PROJECT be terminated, all property procured under this agreement becomes property of KCAPTA and may be transferred to other eligible contractors at the sole discretion of KCAPTA. At the option of KCAPTA, CalVans shall do one of the following:
 - A. Written Notice of Termination. KCAPTA may terminate this contract upon finding that CalVans is not operating the PROJECT equipment in accordance with the project description in Exhibit A, Scope of Work, or that CalVans is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving CalVans thirty (30) days to correct the default. KCAPTA shall be the sole judge as to whether CalVans's corrective measures are adequate. If CalVans fails to remedy to KCAPTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract KCAPTA shall have the right to terminate the contract without any further obligation to CalVans. Any such termination for default shall not in any way operate to preclude KCAPTA from also pursuing all available remedies against CalVans and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, KCAPTA reserves the right to seize vehicles or equipment procured under this agreement.
 - B. Remit to KCAPTA the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition, if any, of PROJECT equipment which shall be based on the percentage of the FTA grant funds paid by CalVans under this agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from uses; and
 - C. Return the equipment to KCAPTA in the same condition as when received by CalVans, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by CalVans to KCAPTA in order to avoid any KCAPTA liability to FTA or to others.
42. Property Maintenance and Inspection. While the PROJECT is in the possession or control of CalVans, CalVans shall operate or maintain the PROJECT in accordance with detailed maintenance and inspections schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. KCAPTA and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from KCAPTA.
43. Insurance.
 - A. While the PROJECT equipment is in the possession or control of CalVans, CalVans shall maintain adequate insurance protection against liability for damages for personal bodily

injuries (including death), property damage, and vehicle damage as conditioned in this section.

- B. The minimum limits of liability, shown below in parts J and K, may be increased by KCAPTA at any time upon thirty (30) days notice to CalVans.
- C. CalVans shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to KCAPTA. This insurance shall include a provision designating Kings County Area Public Transit Agency as Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. KCAPTA, its officers, employees, and agents shall be named as additional insured.
- E. KCAPTA is designated as the Loss Payee for claims of damages to the Insured vehicle(s).
- F. KCAPTA will not be responsible for any premiums or assessments on the policy.
- G. CalVans, and/or third-party subcontractor, shall furnish to KCAPTA, before delivery of the PROJECT vehicle(s) to CalVans, a certificate of Insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, CalVans shall furnish KCAPTA a new certificate of insurance or other written evidence of insurance satisfactory to KCAPTA. At any time that such evidence of insurance has not been provided, KCAPTA shall have the right immediately to take possession of the PROJECT equipment and to enter the property of CalVans for this purpose.
- I. CalVans shall provide KCAPTA at least thirty (30) days notice of cancellation or material change of the vehicle insurance policy.
- J. The following terms apply to CalVans:
 - 1. Property Damage: CalVans shall place property damage, whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) for property damage liability combined in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 - 2. Bodily Injury: CalVans shall place bodily injury in an amount not less than one million five hundred thousand dollars (\$1,500,000) per occurrence (combined single limit) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) per occurrence for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 - 3. Vehicle Physical Damage: CalVans shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to KCAPTA. This insurance shall include a provision designating Kings County Area Public Transit Agency as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

44. Potential Subcontractors

- A. No Relationship Between KCAPTA and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation, or liability between KCAPTA and any third-party contractors, and no third-party agreement shall relieve CalVans of their responsibilities and obligations hereunder. CalVans agrees to be as fully responsible to KCAPTA for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CalVans. CalVans' obligation to pay its third-party contractors is an independent obligation from KCAPTA obligation to make payments to CalVans. As a result, KCAPTA shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, Federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, CalVans agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. CalVans agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including CalVans or third-party contractor.
- D. Obligations on Behalf of KCAPTA. CalVans shall have no authority to contract for or on behalf of, or incur obligations on behalf of KCAPTA.
- E. KCAPTA Approval of All Third-Party Contracts. KCAPTA shall approve in writing all proposed third-party contract agreements, Memorandums of Understanding (MOU, or similar documents relating to the performance of the Agreement prior to implementation. CalVans agrees that it will not enter into any third-party contract unless the same are approved in writing by KCAPTA. Any proposed amendments to such third-party contracts must be approved by KCAPTA prior to implementation.
45. Indemnification. Neither KCAPTA nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CalVans and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CalVans under this Agreement. It is understood and agreed that CalVans and/or its agents shall fully defend, indemnify and save harmless KCAPTA and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CalVans and/or its agents under this Agreement, employees, representatives, and agents.

EXHIBIT "E"
SPECIAL TERMS AND CONDITIONS

1. Environmental Impact and Related Procedures. CalVans assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771.
2. Useful Life Standard. In accordance with FTA Circular 5010.1D, the following Useful Life Standards shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements once CalVans notifies KCAPTA in writing.

- Other Light-Duty Vehicles (Small Buses & Specialized Vans) 4 years or 100,000 miles

Useful Life begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The useful life in years refers to total time in revenue transit service, not time spent stockpiled or otherwise unavailable for regular transit use.

3. Disposition.
 - A. The disposition of all PROJECT equipment shall be made in accordance with FTA's implementing regulations of 49 CFR Part 18 and FTA Circular 9300.1B and 49 U.S.C. § 5309. Prior to the disposition of any FTA funded capital equipment including rolling stock and facilities, CalVans must submit to KCAPTA a report that identifies the capital equipment to be retired or disposed of. The report will be used to verify that a vehicle has met the minimum useful life, as established in Section 2 of this Exhibit, and that there is no remaining Federal interest. The report must include the following information:
 1. Equipment Serial Identification Number or Vehicle Identification Number;
 2. Make and Model of the Equipment;
 3. Date when equipment was placed into service;
 4. Current age and mileage of rolling stock;
 5. Established minimum useful life period (including miles for rolling stock);
 6. Proposed date of removal from service;
 7. Disposition outcome (sale, transfer, use as backup)
 8. Current market value; and
 9. Proposed anticipated spare ratio
 - B. Whenever any PROJECT property is withdrawn from the service for any reason prior to meeting Useful Life standards, and at the direction of KCAPTA, CalVans shall be required to do one of the following:
 1. Remit to KCAPTA, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this Agreement to the actual purchase cost of the property. Fair market value shall be deemed to be the unamortized value of the remaining service life per unit, based on a straight-line depreciation of the original purchase price, or the Federal share of the sales price.
 2. Relinquish the property to KCAPTA in the same condition as when received by CalVans except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by CalVans to

KCAPTA in order to avoid any KCAPTA liability to FTA or to others. Upon subsequent disposal of the property, KCAPTA shall reimburse CalVans for its proportional amount of the property value received or identified by KCAPTA, if any.

3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
 4. If any damage to PROJECT property results from abuse or misuse occurring with CalVans knowledge and consent, CalVans agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to KCAPTA.
- C. When any PROJECT property is withdrawn from service after it has met its Useful Life standard, and at the direction of KCAPTA, CalVans shall be required to do one of the following:
1. For PROJECT property with Fair Market Value Greater Than or Equal to \$5,000. CalVans will remain the registered owner and the lien holder. Should CalVans choose to sell the property, KCAPTA must be notified in advance of the pending sale and outline in writing the terms of the sale and the intended use of the sale revenue. All sale revenue must be retained in CalVans' transportation program. Supporting documentation on the use of sale revenue must be provided to KCAPTA upon request.
 2. For PROJECT property with Fair Market Value Less than \$5,000. CalVans will remain the registered owner and the lien holder. All proceeds from the sale of PROJECT property must be retained in CalVans' transportation program. Supporting documentation on the use of sale revenue must be provided to KCAPTA upon request.
4. Reporting Requirements. Upon request by KCAPTA, CalVans must submit the following reports (Failure to meet these requirements may result in withholding of all invoice payments):
- A. National Transit Data (NTD) Reporting. CalVans shall submit their data to NTD in a timely manner annually, per due dates as directed by the NTD annual reporting requirements.
 - B. Milestone Reporting. CalVans shall submit quarterly PROJECT reports of its use of the Capital PROJECT. The federal reporting periods for Capital PROJECTS are October 1 through December 31, January 1 through March 31, April 1, through June 30, and July 1, through September 30. Reports are due within thirty (30) calendar days after the close of each reporting period. The report shall contain information requested by KCATPA to indicate the extent to which CalVans is carrying out the PROJECT in accordance with the terms of this contract.
5. This Agreement may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an amendment must be made in writing to KCAPTA at least one month before the Agreement expiration date.
6. Purchase Order. Upon approval by KCAPTA of a procurement award, CalVans (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT equipment. Each purchase order shall:
- A. Be consistent with the approved bid award;

- B. Include a reference to KCAPTA's contract number assigned this Agreement.
7. Property Ownership and Relinquishment. At all times while the PROJECT property is in the possession or control of CalVans, CalVans shall be the registered owner, and KCAPTA shall be the legal owner or lien holder. CalVans shall not transfer ownership of the PROJECT property at any time while this Agreement is in effect. As the lien holder, KCAPTA may take possession of the PROJECT property, as a result of CalVans non-compliance with contract terms or by mutual agreement between KCAPTA and CalVans. KCAPTA shall retain the original Certificate of Title until such time that disposition of the PROJECT property is released by KCAPTA to CalVans or other appropriate party.
8. Liability Insurance In addition to Exhibit C, Section 43, under Insurance, the following provision will also apply:
- A. CalVans is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by KCAPTA at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - C. In the event CalVans fails to keep in effect at all times the specified insurance coverage, KCAPTA may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event, subject to the provisions of this Agreement.
 - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by KCAPTA.
 - 1. Commercial General Liability
 - a. The limits of liability shall be at least:
 - i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - E. KCAPTA, including their officers, directors, agents, and employees, shall be named as additional insureds under the Commercial General liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CalVans under this Agreement.
9. Loss or Damaged to PROJECT Equipment. CalVans shall notify KCAPTA within ten (10) working days of any loss or damage to PROJECT equipment, including, but not limited to loss by accident, fire, vandalism, or theft.

**BUDGET UNIT 9170 - Cai Van ADMIN
FUND # 7603**

Title	Account	Budget	8%	17%	25%	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
Salaries & Employee Benefits									
Regular Employees	82110010	508,351	38,482.45	47,835.11	46,218.72	132,536.28	26%	375,814.72	5,448.53
Extra Help	82110020	-	1,811.45	2,882.16	3,019.11	7,712.72	not budgeted	(7,712.72)	7,712.72
Overtime	82110030	2,152	19,155.97	3,696.91	2,741.68	25,594.56	1189%	(23,442.56)	25,056.56
Retirement	82120000	78,283	4,543.56	11,280.59	7,800.29	23,624.44	30%	54,658.56	4,053.69
Health Insurance	82130000	213,000	13,587.76	12,933.10	12,758.06	39,278.92	18%	173,721.08	(13,971.08)
MGMT Benefits/Life	82130010	6,856	1,046.14	1,056.58	1,109.55	3,212.27	47%	3,643.73	1,498.27
Insurance-Workercomp	82131000	100,000	3,446.00	3,446.00	3,446.00	10,338.00	10%	89,662.00	(14,662.00)
Unemployment Insurance	82140000	14,000	63.40	100.88	105.67	269.95	2%	13,730.05	(3,230.05)
Social Security/Medicare	82151000	45,235	784.49	726.30	691.41	2,202.20	5%	43,032.80	(9,106.55)
Total Salaries & Employee Benefit		967,877	82,921.22	83,957.63	77,890.49	244,769.34	25%	723,107.66	2,800.09
Services & Supplies									
Communications	82212000	90,000	1,005.94	6,022.58	1,650.41	8,678.93	10%	81,321.07	(13,821.07)
Insurance	82215000	23,100		2,858.09	1,408.26	4,266.35	18%	18,833.65	(1,508.65)
Maintenance - Equipment	82217000	12,000	4,088.81	3,157.59	4,922.11	12,168.51	101%	(168.51)	9,168.51
Fuel and Oil	82217020		937.37	967.66	1,581.35	3,486.38	not budgeted	(3,486.38)	3,486.38
Maintenance - SI&G	82218000			48.93		48.93	not budgeted	(48.93)	48.93
Memberships	82220000	7,000				-	0	7,000.00	(1,750.00)
Office Expense	82222000	35,000	1,020.40	2,531.30	3,182.06	6,733.76	19%	28,266.24	(2,016.24)
Bank Charges	82222005	8,000		441.81		441.81	6%	7,558.19	(1,558.19)
Postage & Freight	82222030	15,000	736.11	1,630.66	1,805.97	4,172.74	28%	10,827.26	422.74
Computer Software Expense	82222045				58.01	58.01	not budgeted	(58.01)	58.01
Prof & Spec Services	82223000	12,000	1,320.71	2,269.96	6,752.79	10,343.46	86%	1,656.54	7,343.46
Legal Expenses	82223005	20,000	3,498.68		329.81	3,828.49	19%	16,171.51	(1,171.51)
Outreach Expense	82223035	35,000		13,826.41	677.29	15,474.16	not budgeted	(15,474.16)	15,474.16
Auditing & Accounting	82223040					-	0	35,000.00	(8,750.00)
Fitness Examinations	82223100	1,000			50.00	50.00	5%	950.00	(200.00)
Supplies & Materials	82223135	18,000	363.07	301.56	1,830.00	9,514.32	53%	8,485.68	5,014.32
Rents Office Space	82226010	60,000	4,328.00	5,739.00	3,439.00	13,506.00	23%	46,494.00	(1,494.00)
Purchasing Charges	82228200	3,000	172.83	115.22		288.05	10%	2,711.95	(461.95)
Travel & Expense	82229010	7,000	153.57	582.18	1,596.38	2,332.13	33%	4,667.87	582.13
Utilities	82230000	40,000	242.66	3,748.93	4,826.24	8,817.83	22%	31,182.17	(1,182.17)
Administrative Allocation	82314000	(1,116,977)	(91,926.01)	(129,842.45)	(112,000.17)	(333,768.63)	30%	(783,208.37)	(54,524.38)
Information Tech Services	82314050	40,000	2,242.49	1,642.94		3,885.43	10%	36,114.57	(6,114.57)
Cap Charges	82314060	10,000				-	0	10,000.00	(2,500.00)
Total Services & Supplies		(680,877)	(63,825.22)	(83,957.63)	(77,890.49)	(225,673.34)	33%	(455,203.66)	(55,454.09)

**BUDGET UNIT 9170 - Cai Van ADMIN
FUND # 7603**

Title	Account	Budget	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
Fixed Assets									
Reserve for purchase of Fixed Assets		224,593							
Total Fixed Assets						-	not budgeted	-	
Gross Expenditures		287,000	19,096.00	0.00	0.00	19,096.00	7%	267,904.00	(52,654.00)

**BUDGET UNIT 9170 - Cai Van ADMIN
FUND # 7603**

Title	Account	Adopted Budget	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
CMAQ	81538001	100,000	19,096.00			19,096.00	19%	80,904.00	(5,904.00)
Other Revenue	81720005	187,000				-	0	187,000.00	(46,750.00)
Total Revenue		287,000	19,096	-	-	19,096	7%	267,904	(52,654.00)
			-	(0.00)	(0.00)	-		-	

**BUDGET UNIT 9171 - Cal Van - Gen VP
FUND # 7603**

Title	Account	Budget	FY 11/12 Accrual	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
Salaries & Employee Benefits										
Regular Employees	82110010	245,537		13,340.06	17,030.01	16,033.64	46,403.71	19%	199,133.29	(14,980.54)
Extra Help	82110020	13,294		85.95	315.15	85.95	487.05	4%	12,806.55	(2,836.35)
Overtime	82110030	17,257		2,464.50	1,963.34	1,251.50	5,679.34	33%	11,577.66	1,365.09
Retirement	82120000	41,044		1,230.30	4,062.72	2,680.18	7,973.20	19%	33,070.80	(2,287.80)
Unemployment Insurance	82140000			3.01	11.03	3.01	17.05	not budgeted	(17.05)	17.05
Social Security/Medicare	82151000	21,706		220.11	273.86	248.11	742.08	3%	20,963.92	(4,684.42)
Total Salaries & Employee Benefits		338,838	-	17,343.93	23,656.11	20,302.39	61,302.43	18%	277,535.17	(23,406.97)
Services & Supplies										
Communications	82212000	130,000		247.50	11,856.18	12,165.21	24,268.89	19%	105,731.11	(8,231.11)
Insurance	82215000	467,000		77,618.98	39,571.94	117,190.92	117,190.92	25%	349,809.08	440.92
Maintenance - Equipment	82217000	544,880		34,772.57	41,360.94	51,072.76	127,206.27	23%	417,673.73	(9,013.73)
Maintenance - Accident Rep	82217012				233.00	2,873.43	3,106.43	not budgeted	(3,106.43)	3,106.43
Fuel and Oil	82217020	1,956,410		126,895.25	149,826.82	153,314.57	430,036.64	22%	1,526,373.36	(59,065.86)
Cash Shortage	82221010			77.22	(0.50)		76.72	not budgeted	(76.72)	76.72
Office Expense	82222000			924.55	2,266.58	1,226.50	4,417.63	8%	48,382.37	347.29
Prof & Spec Services	82223000	52,800				45.93	45.93	not budgeted	(45.93)	45.93
Outreach Expense	82223035			1,679.00	1,049.00	2,318.00	5,046.00	31%	11,173.20	991.20
Fitness Examinations	82223100	16,219			87.53	96.52	184.05	not budgeted	(184.05)	184.05
Supplies & Materials	82223135			22,916.20	20,612.91	19,144.89	62,674.00	28%	162,926.00	6,274.00
Rentals & Leases - Equipment	82225000	225,600				(4.46)	39.57	0	16,000.00	(4,000.00)
Rent Office Space	82226010	16,000			44.03		460.43	8%	15,539.57	(85.43)
Travel & Expense	82229010	500		36,770	51,937	44,800	133,507.45	30%	313,283.35	21,809.75
Administrative Allocation	82314000	446,791								
Total Services & Supplies		3,856,200	-	224,282.69	356,901.54	326,963.56	908,147.79	24%	2,948,052.21	(55,902.21)
Fixed Assets										
Reserve for purchase of Fixed Assets										
Total Fixed Assets										
Gross Expenditures		4,195,038	-	241,626.62	380,557.65	347,265.95	969,450.22	23%	3,225,587.38	(79,309.18)

**BUDGET UNIT 9171 - Cal Van - Vanpool
FUND # 7603**

Title	Account	Adopted Budget	FY 10/11 Accrual	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
JARC Funds	81514025			1,000.00	19,850.00		19,850.00	not budgeted	(19,850.00)	19,850.00
Other InterGovtl Rev	81550035			328,582.12	336,164.90	436,040.63	1,100,787.65	not budgeted	(452.00)	452.00
Van Pool Revenue - Gen	81700070	5,197,289		27,850.00	32,052.00	32,694.16	92,596.16	21%	4,096,500.95	(196,534.50)
Other Revenue	81720005			(122.00)	(404.25)	844.25	844.25	not budgeted	(844.25)	92,596.16
Revenue Transfer In	81810000					(219.00)	(745.25)	not budgeted	(745.25)	844.25
Remote Deposit Return	81720060	5,197,289	-	357,310.12	387,114.65	469,360.04	1,213,784.81	23%	3,982,758.54	(745.25)
Total Revenue		1,002,251	-	115,663.50	6,557.00	122,094.09	244,334.59		757,171.16	6,228.16

Taking the \$118,800 from Air District into account Van Pool Revenue is at \$1,100,788 or 21%

**BUDGET UNIT 9172 - Cal Van - Ag VP
FUND # 7603**

Title	Account	Budget	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
Salaries & Employee Benefits									
Regular Employees	82110010	360,649	16,631.90	14,605.75	11,458.12	42,695.77	12%	317,953.23	(47,466.48)
Extra Help	82110020	19,940	802.20	792.65	1,165.10	2,759.95	14%	17,180.45	(2,225.15)
Overtime	82110030	25,885	624.34	1,150.69	1,503.41	3,278.44	13%	22,606.56	(3,192.81)
Retirement	82120000	60,286	1,224.25	3,852.59	1,915.34	6,992.18	12%	53,293.82	(8,079.32)
Unemployment Insurance	82140000		28.08	27.75	40.78	96.61	not budgeted	(96.61)	96.61
Social Security/Medicare	82151000	32,030	260.61	235.78	204.83	701.22	2%	31,328.78	(7,306.28)
Total Salaries & Employee Benefits		498,790	19,571.38	20,665.21	16,287.58	56,524.17	11%	442,266.23	(68,173.43)
Services & Supplies									
Communications	82212000	148,000		10,843.66	10,910.59	21,754.25	15%	126,245.75	(15,245.75)
Insurance	82215000	364,000		57,728.89	28,165.08	85,893.97	24%	278,106.03	(5,106.03)
Maintenance - Equipment	82217000	212,375	10,058.06	17,256.23	26,916.83	54,231.12	26%	158,143.84	1,137.38
Maintenance - Accident Rep	82217012		1,129.40		1,737.20	2,866.60	not budgeted	(2,866.60)	2,866.60
Fuel and Oil	82217020	1,061,875	97,536.46	101,833.10	105,846.35	305,215.91	29%	756,658.89	39,747.21
Cash Shortage	82221010				0.60	0.60	not budgeted	(0.60)	0.60
Office Expense	82222000		82.81	25.98	427.19	535.98	not budgeted	(535.98)	535.98
Postage & Freight	82222030			19.80		19.80	not budgeted	(19.80)	19.80
Prof & Spec Services	82223000	12,000	1,102.42	2,122.87	1,283.92	4,509.21	38%	7,490.79	1,509.21
Outreach Expense	82223035		13.00			13.00	not budgeted	(13.00)	13.00
Fitness Examinations	82223100	8,228	2,430.00	590.00	2,203.00	5,223.00	63%	3,005.00	3,166.00
Travel & Expense	82229010	2,500	330.66			330.66	13%	2,169.34	(294.34)
Administrative Allocation	82314000	670,186	55,156	77,905	67,200	200,261.18	30%	469,925.02	32,714.63
Total Services & Supplies		2,479,164	167,838.42	268,326.00	244,690.86	680,855.28	27%	1,798,308.68	61,064.29
Reserve for purchase of Fixed Assets									
Total Fixed Assets							not budgeted		
Gross Expenditures		2,977,954	187,409.80	288,991.21	260,978.44	737,379.45	25%	2,240,574.91	(7,109.14)

**BUDGET UNIT 9172 - Cal Van - Farm Labor
FUND # 7603**

Title	Account	Adopted Budget	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
JARC Funds	81514025			25,505.00		25,505.00	not budgeted	(25,505.00)	25,505.00
Other InterGovtl Rev	81550035		9,426.00			9,426.00	not budgeted	(9,426.00)	9,426.00
Van Pool Revenue - Ag	81700105	2,150,296	182,988.68	177,283.96	292,289.88	652,562.52	30%	1,497,733.95	114,988.40
Other Revenue	81720005	50,000	6,462.04	4,627.00	33,541.21	44,630.25	89%	5,369.75	32,130.25
Revenue Transfer In	81810000				1,008.40	1,008.40	not budgeted	(1,008.40)	1,008.40
Remote Deposit Return	81720060								
Total Revenue		2,200,296	198,876.72	207,415.96	325,831.09	732,123.77	33%	1,468,172.70	183,058.05
									Taking the \$86,000 from Growers into account Van Pool Revenue is at \$652,563 or 30%
									(190,167.19)
									(772,402.21)
									(5,255.68)

**BUDGET UNIT ALL- Cal Van
FUND # 7603**

Title	Account	Budget	Amended Budget	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget Spent	Budget Remaining	Over/(Under) Budget YTD
Salaries & Employee Benefits										
Regular Employees	82110010	1,114,537	1,114,537.00	68,454.41	79,470.87	73,710.48	221,635.76	20%	892,901.24	(56,998.49)
Extra Help	82110020	33,234	33,234.00	2,699.60	3,989.96	4,270.16	10,959.72	33%	22,274.28	2,651.22
Overtime	82110030	45,294	45,294.00	22,244.81	6,810.94	5,496.59	34,552.34	76%	10,741.66	23,228.84
Retirement	82120000	179,613	179,613.00	6,998.11	19,195.90	12,395.81	38,589.82	21%	141,023.18	(6,313.43)
Health Insurance	82130000	213,000	213,000.00	13,587.76	12,993.10	12,758.06	39,278.92	18%	173,721.08	(13,971.08)
MGMT Benefits/Life	82130010	6,856	6,856.00	1,046.14	1,056.58	1,109.55	3,212.27	47%	3,643.73	1,498.27
Insurance-Workercorp	82131000	100,000	100,000.00	3,446.00	3,446.00	3,446.00	10,338.00	10%	89,662.00	(14,662.00)
Unemployment Insurance	82140000	14,000	14,000.00	94.49	139.66	149.46	383.61	3%	13,616.39	(3,116.39)
Social Security/Medicare	82151000	98,971	98,971.00	1,265.21	1,235.94	1,144.35	3,645.50	4%	95,325.50	(21,097.25)
Total Salaries & Employee Benefits		1,805,505	1,805,505.00	119,836.53	128,278.95	114,480.46	362,595.94	20%	1,442,909.06	(88,780.31)
Services & Supplies										
Communications	82212000	368,000	368,000.00	1,253.44	28,722.42	24,726.21	54,702.07	15%	313,297.93	(37,297.93)
Insurance	82215000	854,100	854,100.00	-	138,205.96	69,145.28	207,351.24	24%	646,748.76	(6,173.76)
Maintenance - Equipment	82217000	769,255	769,254.96	48,919.44	61,774.76	82,911.70	193,605.90	25%	575,649.06	1,292.16
Maintenance - Accident Rep	82217012	-	-	1,129.40	233.00	4,610.63	5,973.03	not budgeted	(5,973.03)	5,973.03
Fuel and Oil	82217020	3,018,285	3,018,284.80	225,369.08	252,627.58	260,742.27	738,738.93	24%	2,279,545.87	(15,832.27)
Maintenance - SI&G	82218000	-	-	-	48.93	-	48.93	not budgeted	(48.93)	48.93
Memberships	82220000	7,000	7,000.00	-	-	-	-	0	7,000.00	(1,750.00)
Cash Shortage	82221010	-	-	77.22	(0.50)	0.60	77.32	not budgeted	(77.32)	77.32
Office Expense	82222000	35,000	35,000.00	1,103.21	2,566.37	3,947.45	7,617.03	22%	27,382.97	(1,132.97)
Bank Charges	82222005	8,000	8,000.00	-	441.81	-	441.81	6%	7,558.19	(1,558.19)
Postage & Freight	82222030	15,000	15,000.00	736.11	1,650.46	1,805.97	4,192.54	28%	10,807.46	442.54
Computer Software Expense	82222045	-	-	-	-	58.01	58.01	not budgeted	(58.01)	58.01
Prof & Spec Services	82223000	76,800	76,800.00	3,347.68	6,659.41	9,263.21	19,270.30	25%	57,529.70	70.30
Legal Expenses	82223005	20,000	20,000.00	3,498.68	-	329.81	3,828.49	19%	16,171.51	(1,171.51)
Outreach Expense	82223035	-	-	8,003.15	13,826.41	723.22	15,533.09	not budgeted	(15,533.09)	15,533.09
Auditing & Accounting	82223040	35,000	35,000.00	-	-	-	-	0	35,000.00	(8,750.00)
Fitness Examinations	82223100	25,447	25,447.20	4,109.00	1,639.00	4,571.00	10,319.00	41%	15,128.20	3,957.20
Supplies & Materials	82223135	18,000	18,000.00	363.07	389.09	1,926.52	9,698.37	54%	8,301.63	5,198.37
Rents & Leases - Equipment	82225000	225,600	225,600.00	22,916.20	20,612.91	19,144.89	62,674.00	28%	162,926.00	6,274.00
Rents Office Space	82226010	76,000	76,000.00	4,328.00	5,739.00	3,439.00	13,506.00	18%	62,494.00	(5,494.00)
Purchasing Charges	82228200	3,000	3,000.00	172.83	115.22	-	288.05	10%	2,711.95	(461.95)
Travel & Expense	82229010	10,000	10,000.00	484.23	626.21	1,591.92	2,702.36	27%	7,297.64	202.36
Utilities	82230000	40,000	40,000.00	242.66	3,748.93	4,826.24	8,817.83	22%	31,182.17	(1,182.17)
Information Tech Services	82314050	40,000	40,000.00	2,242.49	1,642.94	-	3,885.43	10%	36,114.57	(6,114.57)
Cap Charges	82314060	10,000	10,000.00	-	-	-	-	0	10,000.00	(2,500.00)
Total Services & Supplies		5,654,487	5,654,486.96	328,295.89	541,269.91	493,763.93	1,363,329.73	24%	4,291,157.23	(50,292.01)

**BUDGET UNIT ALL- Cal Van
FUND # 7603**

Title	Account	Budget	Amended Budget	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget		Budget Remaining	Over/(Under) Budget YTD
								Spent	Spent		
Fixed Assets											
Mobile Data Terminals	82440092	224,593	224,593.00	-	-	-	-	0	0	224,593.00	
Total Fixed Assets		224,593	224,593.00	-	-	-	-	0	0	224,593.00	
Gross Expenditures		7,684,585	7,684,584.96	448,132.42	669,548.86	608,244.39	1,725,925.67	22%	22%	5,958,659.29	(139,072.32)

**BUDGET UNIT ALL- Cal Van
FUND # 7603**

Title	Account	Adopted Budget	Amended Budget	8% Jul-11	17% Aug-11	25% Sep-11	Total YTD	% of Budget		Budget Remaining	Over/(Under) Budget YTD
								Spent	Spent		
JARC Funds	81514025	-	-	-	45,355.00	-	45,355.00	not budgeted	not budgeted	(45,355.00)	45,355.00
CMAQ	81538001	100,000	100,000	19,096.00	-	-	19,096.00	19%	19%	80,904.00	(5,904.00)
Other InterGovtl Rev	81550035	-	-	10,426.00	(548.00)	-	9,878.00	not budgeted	not budgeted	(9,878.00)	9,878.00
Van Pool Revenue - Gen	81700070	5,197,289	5,197,289	328,582.12	336,164.90	436,040.63	1,100,787.65	21%	21%	4,096,500.95	(198,534.50)
Van Pool Revenue - Ag	81700105	2,150,296	2,150,296	182,988.68	177,283.96	292,289.88	652,562.52	30%	30%	1,497,733.95	114,988.40
Other Revenue	81720005	237,000	237,000	34,312.04	36,679.00	66,235.37	137,226.41	58%	58%	99,773.59	77,976.41
Revenue Transfer In	81810000	-	-	-	-	1,852.65	1,852.65	not budgeted	not budgeted	(1,852.65)	1,852.65
Remote Deposit Return	81720060	-	-	(122.00)	(404.25)	(219.00)	(745.25)	not budgeted	not budgeted	745.25	(745.25)
Total Revenue		7,684,585	7,684,585	575,282.84	594,530.61	796,199.53	1,966,012.98	26%	26%	5,718,572.09	44,866.71
		0	0.11	127,150.42	(75,018.25)	187,955.14	240,087.31			(240,087.20)	(183,939.03)
											(735,756.13)
											Projected year end surplus



RUDELL
COCHRAN
STANTON
SMITH &
BIXLER, LLP

ATTORNEYS AT LAW

November 30, 2012

Gary H. Ruddell

Richard H. Cochran

Glenn A. Stanton

D. Zackary Smith

Matthew W. Bixler

Lillian C. Kirby

Brad Hanson
Payroll and Contracts
Manager II
California Public Employees' Retirement System
Customer Account Services Division
ATTN: Retirement Contracts Unit
PO Box 942709
Sacramento CA 94229-2709

Dear Mr. Hanson:

We serve as General Counsel for California Vanpool Authority ("CalVans"). At the request of our client, we are writing to urge CalPERS to immediately take all action necessary to admit CalVans as a member of CalPERS.

We are informed that it has been approximately one year since our client applied to be a member of CalPERS. As you know, its predecessor, Kings County Area Public Transit Authority ("KCAPTA"), has been a member of CalPERS for a number of years. On December 26, 2011, twenty-four of the twenty-seven employees of KCAPTA became employees of CalVans and the assets of KCAPTA were transferred to CalVans.

1102 N. Chinowth St.
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rcssb@visaliaalaw.com

We understand that CalVans, has continued to make contributions for its employees to CalPERS through KCAPTA. Initially, CalVans thought that this would be a very temporary arrangement, while CalPERS formalized the admission of CalVans as a member of CalPERS. Our client has become quite concerned by the fact that the admissions process has now inexplicably taken approximately one year. The delay has not only created concern on the part of our client, but it may be creating some legal and tax liability for our client and its employees.

We have been told that the delay in admitting CalVans as a member of CalPERS may be due to some question as to whether CalVans can qualify as a member of CalPERS without jeopardizing the standing of CalPERS as a "governmental plan" for purposes of Internal Revenue Code Section 414(d). Frankly, we do not believe that that there is any legitimate question that

Brad Hanson
CalPERS
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CalVans is a public entity, fully qualified to participate in a "governmental plan" as that term is defined by statute and the proposed regulations.

We have reviewed the main factors for determining whether an entity is an agency or an instrumentality of a state or a political subdivision of a state and we believe that CalVans easily qualifies as the former. The factors are as follows:

- **First, CalVans is a joint powers authority formed pursuant to California Government Code Sections 6500, et.seq.** It is comprised of 9 members, **all of which are public entities.** The members of CalVans are: Fresno Council of Governments; Kings County Association of Governments; Madera County Transportation Commission; Tulare County Association of Governments; Sacramento Area Council of Governments; Santa Barbara County Association of Governments, Ventura County Transportation Commission; Association of Monterey Bay Area Governments; and Napa County Transportation and Planning Agency.
- **Second, the members of the governing board of CalVans are composed of one representative from each of the agencies that are members of CalVans. Each member publically nominates its representative to serve on the CalVans Board of Directors.**
- **Third, CalVans employees are treated in the same manner as employees of the State. Further, they are treated in the same manner as employees of KCAPTA, which is a member of CalPERS. They are considered public employees and entitled to all the legal protections afforded public employees in the State of California.**
- **Fourth, CalVans operations are controlled by State and Federal law. Pursuant to California Government Code Section 6509, the powers of CalVans are subject to the restrictions upon the manner of exercising such powers of one of its member agencies so designated, the designee being Kings County Association of Governments, which is a transportation planning agency as defined in paragraph (a) of California Public Utilities Code Section 99214 and paragraph (b) of California Government Code Section 29532 and, therefore, governed by California Public Utilities Code Sections 99200 through 99420, or any statutes superseding the same.**

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- Fifth, CalVans receives its funding from regional, State and Federal grant funds and revenues obtained from use of its vans, which are publicly owned property.
- Sixth, CalVans is treated as a governmental entity for Federal employment tax and income tax purposes.
- Seventh, CalVans is treated as a government entity for purposes of State law. For example, it is subject to The Brown Act, The California Public Records Act and The California Political Reform Act.
- Eighth, there are no private ownership interests in CalVans.

Based on the foregoing, it is our conclusion that CalVans is clearly a governmental entity that would not disqualify CalPERS from being a "governmental plan" under Internal Revenue Code Section 414(d). In fact, it is our opinion that it is not even a close call. Accordingly, we are baffled as to why there has been such a delay in admitting CalVans as a member agency of CalPERS.

In light of the foregoing, we hereby request, on behalf of our client, that CalPERS immediately take all necessary steps to complete the admission of CalVans as a member of CalPERS within the next ten (10) days. Please advise the undersigned, if you will be unable to meet the aforementioned deadline.

Sincerely,

RUDELLE, COCHRAN,
STANTON, SMITH & BIXLER, LLP

By 
D. Zackary Smith

DZS/mmb
Enclosure
#23956

PHLY

California Van Pool

LTA

Account # 79089821 & 81030952

05/13/2009 – 08/23/2012



PHILADELPHIA INSURANCE COMPANIES

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All Cause of Loss Summary

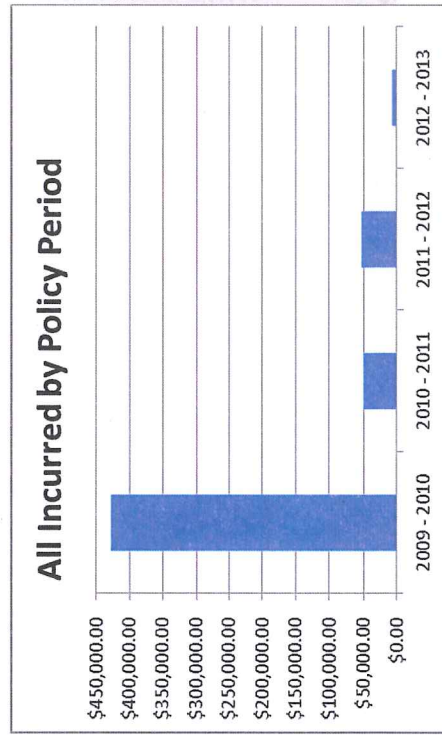
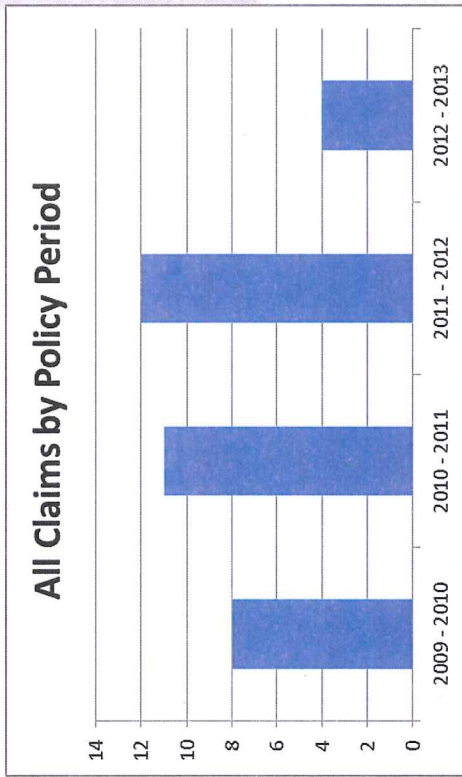
Cause of Loss	# of Claimants	% of Total Claimants	# of Claims	% of Total Claims	Total Incurred	% of Total Incurred
HIT OTHER VEHICLE IN REAR	10	26.32	9	25.71	\$40,993	7.62
HIT IN REAR BY OTHER VEHICLE	6	15.79	5	14.29	\$16,889	3.14
FAILURE TO YIELD BY OV	4	10.53	4	11.43	\$10,298	1.92
INTERSECTION ACCIDENT	3	7.89	3	8.57	\$17,275	3.21
IMPROPER LEFT / RIGHT TURN	3	7.89	3	8.57	\$10,217	1.90
FALL - ENTERING / LEAVING VEHICLE	3	7.89	3	8.57	\$430	0.08
PASSENGER INJURY - JUMPED / FELL FROM IV	2	5.26	2	5.71	\$5,250	0.98
OV REARENDED IV	2	5.26	1	2.86	\$0	0.00
LANE CHANGE - IMPROPER BY OV	2	5.26	2	5.71	\$1,577	0.29
FAILURE TO YIELD BY IV	2	5.26	2	5.71	\$31,365	5.83
HIT PEDESTRIAN	1	2.63	1	2.86	\$403,328	75.02
Totals	38	100.00	35	100.00	\$537,622	100.00

City Loss Summary

City	# of Claimants	% of Total Claimants	# of Claims	% of Total Claims	Total Incurred	% of Total Incurred
HANFORD	9	23.68	9	25.71	\$46,259	8.60
Woodland	8	21.05	7	20.00	\$35,425	6.59
Madera	4	10.53	3	8.57	\$12,490	2.32
Kings City	3	7.89	3	8.57	\$8,339	1.55
Coalinga	3	7.89	2	5.71	\$403,328	75.02
DELANO	3	7.89	3	8.57	\$17,275	3.21
BAKERSFIELD	3	7.89	3	8.57	\$6,878	1.28
Orosi	2	5.26	2	5.71	\$1,577	0.29
DINUBA	2	5.26	2	5.71	\$6,051	1.13
Watsonville	1	2.63	1	2.86	\$0	0.00
Totals	38	100.00	35	100.00	\$537,622	100.00

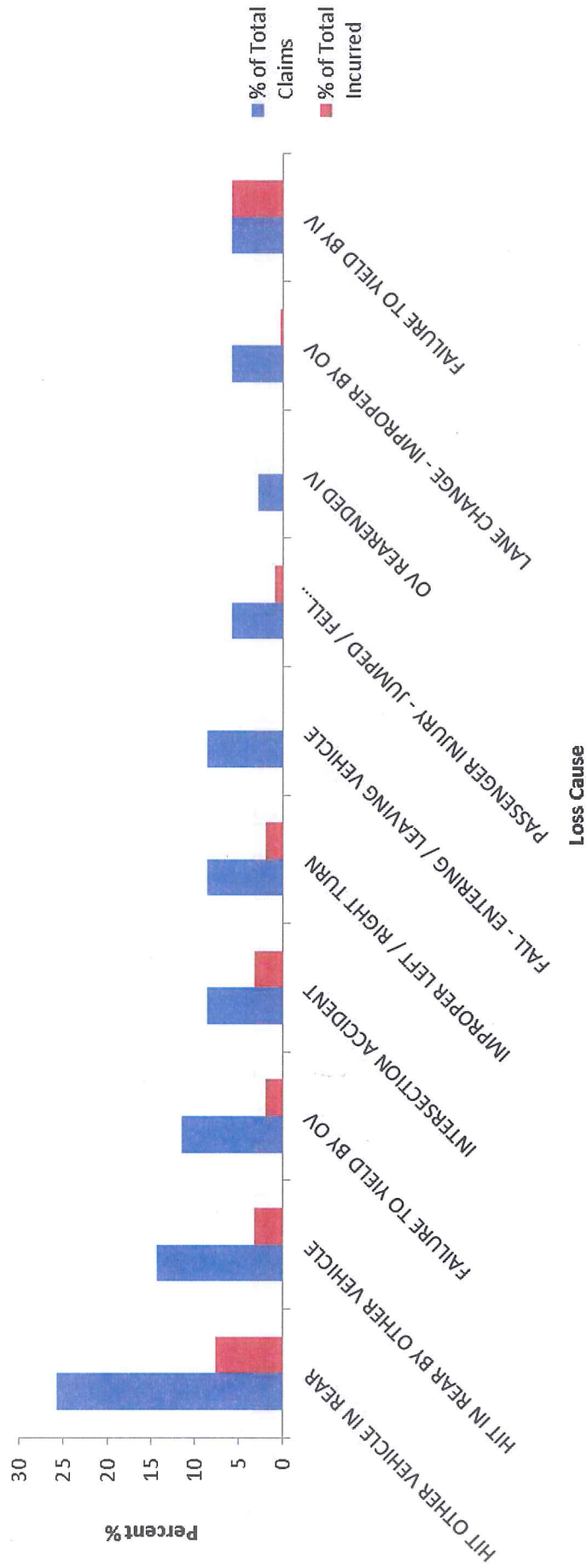
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By Policy Period



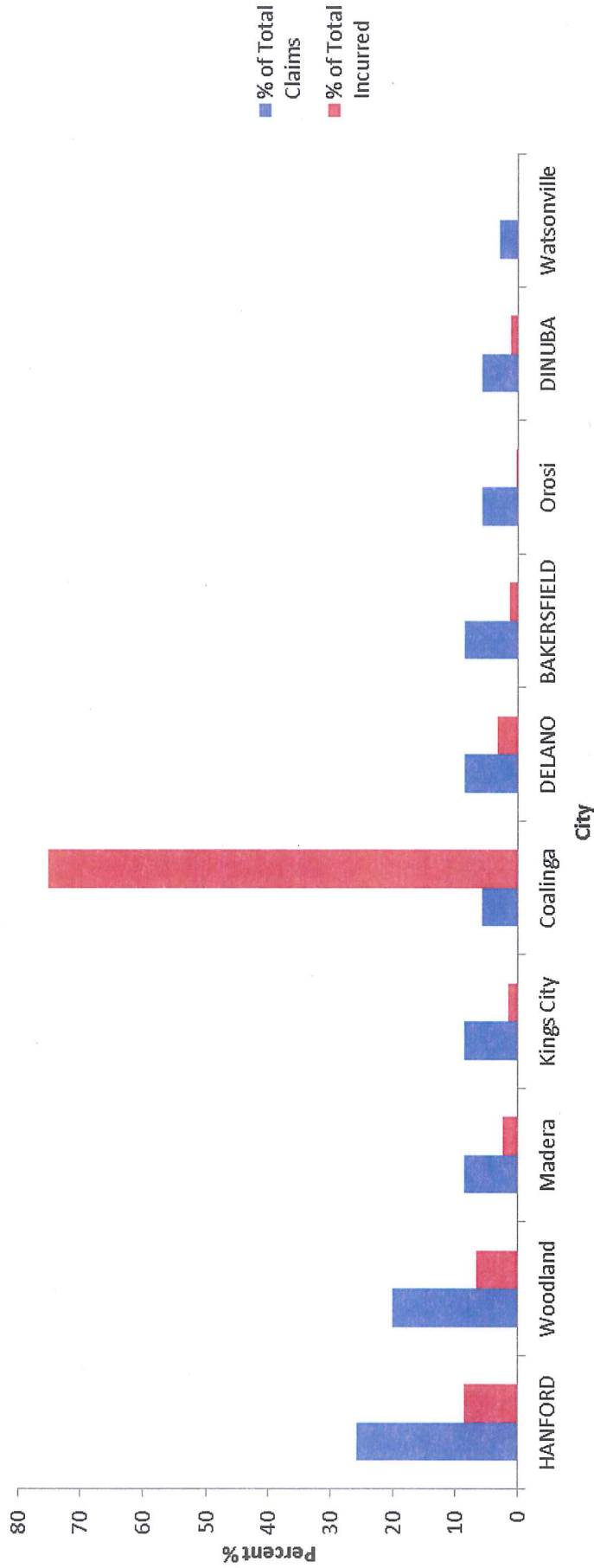
Percent Frequency to Incurred 10 Most Frequent Causes

California Van Pool
Percent of Total Frequency & Incurred
All Losses By Cause (10 Most Frequent Causes)



Percent Frequency to Incurred 10 Most Frequent Cities

California Van Pool
Percent of Total Frequency & Incurred
All Losses By City



CALIFORNIA VANPOOL AUTHORITY 2013 MEETING CALENDAR

January						
S	M	T	W	T	F	S
		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	T	F	S
					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		

March						
S	M	T	W	T	F	S
					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	T	F	S
	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	T	F	S
			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	T	F	S
						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	T	F	S
	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	T	F	S
				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	T	F	S
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	T	F	S
		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	T	F	S
					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	T	F	S
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				

The CalVans Board meets every second Thursday of each month at 10:00 am in the CalVans conference room at 1340 North Dr, Hanford. The TAC meets every fourth Thursday of each month at 1:30 pm in the CalVans conference room at 1340 North Dr, Hanford.