

CALIFORNIA VANPOOL AUTHORITY

Board of Directors

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

Meeting Date: October 10, 2013

Time: 10:00 AM

Place: Kings County Association of Governments
CalVans office at 1340 North Drive, Hanford, CA 93230

This Meeting may also be attended at the following locations:

- Association of Monterey Bay Area Governments, 147 Fourth Street, Community Room, Gonzales, CA 93936
- Fresno Council of Governments, Huron City Hall, Council Chambers, 36311 Lassen Avenue, Huron, CA 93234
- Kern Council of Governments, Conference Rm. 336 Pacific Ave., Shafter, CA 93263, **and second location of** 1401 19th Street, Board Room, Bakersfield, CA 93301
- Madera County Transportation Commission, Citizens Business Bank, Room 101, 2001 Howard Road, Madera, CA 93637
- Merced County Association of Governments, Conference Room, 369 West 18th Street, Merced, CA 95340
- Napa County Transportation and Planning Agency, 707 Randolph Street, Suite 100, Napa, CA 94559
- Sacramento Area Council of Governments, Sutter Buttes Room, 1415 L Street, Suite 300, Sacramento, CA 95814
- Santa Barbara County Association of Governments, Solvang City Hall, 1644 Oak Street Solvang, Ca. 93463
- Tulare County Association of Governments, Conference Room, 210 N Church St., Suite B, Visalia, CA 93291
- Southern California Association of Governments, 950 County Square Drive, Suite 101, Ventura, CA 93003
- Ventura County Transportation Commission, Conference Room, 950 County Square Drive, Suite 108, Ventura, CA 93003

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

Please note that the Brown Act requires that Board members calling in do so from one of the above locations noted above. Please contact Ronald Hughes the Executive Director at least 72 hours before the meeting date and time if you plan on calling in from another location.

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

A G E N D A

<u>Item #</u>	<u>Description</u>	<u>Action</u>
1.	CALL TO ORDER	
	Roll Call – Clerk of the Board	
2.	PUBLIC COMMENT (Unscheduled Appearances)	
	The public may address the Board of Directors on any item relevant to the Authority. To comment on an agenda item, speakers should notify the Board or Staff member at the meeting location, when the agenda item is announced. The Board or Staff member will indicate whether speakers are to make their comments before or after any staff comment or report. Public comment shall precede discussion of the item by the Board of Directors. Comments by individuals and entities will be limited to five minutes or as may be reasonable as determined by the conducting officer.	
3.	Consent Items:	Approval
	All items listed as consent items are considered routine and will be enacted by one motion. For any discussion of any consent item, it will be removed at the request of any Board member and made a part of the regular agenda.	
3.	A. Minutes of September 12, 2013	
	B. Authorize RFP for Janitorial Services	
	C. Authorize RFP for Uniform Services	Action
4.	System Update	Information
	a. Review of CalVans Procedures	
	b. Transition to Yuma/Imperial area	
5.	Review CalVans Travel Policy	Action
6.	Review Assignment of Lease Agreement with KCAPTA	Action
7.	Establish Agreement with Agricultural Contractors	Action
8.	Miscellaneous Comments	
9.	Adjournment <u>Next meeting December 12th</u>	

Attachments:

<u>Item</u>	<u>Page</u>	<u>Description</u>
A-	7	Board Minutes of September 12, 2013
B-	14	TAC Minutes of September 26, 2013
C-	19	Outline of CalVans Procedures for Ensuring Driver/Vehicle Safety
D-	26	CalVans Travel Policy
E-	33	Assignment of lease Agreement
F-	--	Draft MOU to follow

STAFF REPORT

3. Consent Items

A. Minutes of September 12, 2013

The attached minutes are from the last meeting and are ready for approval, pending any changes from the members.

B. Authorize RFP for Janitorial Services

Staff is seeking authorization to prepare an RFP to solicit janitorial services. The contract period for the present contractor has ended and we would like to initiate the selection process for a new contract period. The present vendor is doing fine and working on a month to month basis.

C. Authorize RFP for Uniform Services

Staff is seeking authorization to prepare an RFP to solicit uniform services. The contract period for the present contractor has ended and we would like to initiate the selection process for a new contract period. The present vendor is doing fine and working on a month to month basis.

4. System Update

a. Review of CalVans Procedures

Staff has prepared a summary of the steps that are taken to insure vehicle and driver safety. The attachment titled; Outline of CalVans Procedures for Ensuring Driver/Vehicle Safety. Staff invites comments and suggestions concerning the procedures.

b. Transition to Yuma/Imperial area.

Over the past three years CalVans has supported vanpool groups that have moved from the Salinas, Ventura and Bakersfield areas to continue working in the Yuma/Imperial area. This move results from the movement of growers as they are no longer able to grow vegetable crops in the winter months, but have year long contracts to provide these crops. Workers have the option of moving, finding other work or going on unemployment. With work hard to find in the winter months many end up on unemployment.

To assist in this movement, Staff has provided the ability for those working for growers located in areas supported by CalVans to temporarily move to continue working. This helps the workers stay employed, while helping insure the grower with an adequate workforce. The upside is that this helps both residents and growers located in areas served by CalVans.

Last year approximately 80 vehicles were moved to the area, this year the number will be closer to 100. Staff has met and established relationships with agencies in the Yuma/Imperial area. Law enforcement agencies in both areas understand and support the program. The Webtech system allows staff to continue monitoring all drivers and vehicles.

As in past years Staff will be temporally assigned to the area using a rented house as a temporary residence/office. Staff will be comprised of a Coordinator, Transit Aide and several extra help individuals. The mileage rate established for the vanpools going to the area will cover all costs related to employees, office and support material. The vanpool drivers will be responsible for driving the vehicles to and from the Yuma/Imperial area.

5. Review CalVans Travel Policy

CalVans Travel Policy covers a broad range of items related to employees travel and reimbursement. This includes mode of travel as well as reimbursement for meals and lodging. Staff has updated the Policy to include the following:

- Payment of traffic citations and fines by employee.

This has been the Agency's policy but it was not in writing.

- Vacation activities while at an event or conference shall be counted as employee vacation time

The vacation activities often occur when a conference ends early and instead of returning to the office the employee chooses to remain in the area for personal reasons. The employee would note those hours as vacation hours as opposed to work hours.

- Use of discounts and special fares when making reservations

Discounts and special fares can often be found on websites such as Orbitz. Using these sites can result in savings on travel and lodging.

- Use of teleconferencing where possible.

The use of telecommunication has grown dramatically over the past several years. Staff is encouraged to use this means of getting together to avoid unnecessary travel expense.

- Establish \$25 Relocation Pay for temporary assignment to remote location.

Relocation pay reflects the fact that the employees are living away from their normal household and incurring addition cost with respect to residing in a secondary residence.

Staff is recommending the approval of the attached Travel Policy, incorporating the changes noted above.

6. Review Assignment of Lease Agreement with KCAPTA

The Hanford office is located at 1340 North Drive in Hanford California, on County of Kings property located in the Kings County Government Center. The building and site improvement were funded by KCAPTA (Kings County Area Public Transit Agency) to provide space for the Transit Administration and vanpool operations. KCAPTA entered into a 10 year lease with the County, with rent being waived in recognition that KCAPTA funded the improvement. All utilities and upkeep are paid for as they occur.

KCAPTA has recently relocated its administrative office to the bus operations center at another location. In light of this change, KCAPTA is entering into an agreement to assign the rights and duties under the present lease to CalVans. CalVans would assume the lease through June 30, 2015 when it would need to be

renegotiated. Staff is recommending that the Board Authorize the Chairman to sign the attached Agreement to assign rights and duties under lease agreement between the KCAPTA and CalVans .

7. Establish Agreement with Agricultural Contractors

Vanpools operated by agricultural workers have always presented a problem for those that inspect agricultural activities. The general assumption is that no one is really volunteering to drive, but they are collecting money in some fashion. In the beginning of the program this was more the case than not. However, over the past 11 years the idea of driving in a non-profit manner has become more accepted. Drivers now place a greater value on staying employed and getting to work than making the vanpool a profit center.

The drivers generally start a vanpool for one of three reasons; because they don't have a reliable vehicle that is safe to drive, they are encouraged by their employer or they are hired with the assumption they will start a vanpool. Those who start their vanpool on their own generally have no problem. However, if the driver has a "Farm Labor Certification", even if he is not doing a supervisory activity, he could have problems. This is because the DOL sees the license as having the ability to be a supervisor, thereby questioning the ability to be simply vanpool driver.

Those that are encouraged or introduced to the program by their employers should not have a problem if the employee does not involve themselves with the operation of the driver or the riders. The problem is one found in wording of the MSPA (Migrant and Seasonal Agricultural Workers Protection Act). The Act states the following: Any non-exempt person who uses, or causes to be used, a vehicle to transport migrant or seasonal agricultural workers must comply with the applicable safety standards. Some DOL Staff members argue that promotion or encouragement on the part of the grower to use a CalVans vehicle is enough to require compliance with all conditions of MSPA. This means the vans are no longer vanpool vehicles and the driver is no longer considered a volunteer. Staff finds this an odd position, because it is often after the DOL visits a grower that the grower calls. They call because DOL has typically found unlicensed drivers, vehicles lacking insurance and no maintenance records. Their goal in calling is to introduce their workers to a safer option.

The employment of a worker to drive a vanpool is an activity that falls under MSPA. The agreement signed by all drivers states that the driver is operating the van without influence or payment from their employer, but it is difficult to police those who may be encouraged by the employer to get a van because they need the employment. It is this group of individuals that Staff is trying to address by an agreement, if needed.

Staff believes it may be possible for a grower to comply with MSPA given CalVans present operational procedures. To fully comply with MSPA the driver needs to have a Farm Labor Certification and have proof of a Medical examination. The vehicle needs to be inspected by the CHP, have proof on insurance and records of regular maintenance. The following compares the requirements of MSPA with what is supplied by CalVans:

<u>MSPA requirement</u>	<u>CalVans provides</u>
Insurance of at least \$100,000 per seat	10 million dollar policy
Records of routine service	6 mo or 6,000 miles lube and oil
Inspection as a farm labor vehicle	Provided annually
Proof of a Class B physical	Driver receives before receiving van
Proof of driver's license.	All licenses verified through DMV
FLC designation (Provided by driver)	
Approved to transport (Provided by employer)	

The idea behind an agreement is to officially recognize the fact that a grower or contractor is knowingly hiring workers to operate a CalVans vehicle that is in compliance with all MSPA regulations. It would include language that spells out what each van has as it relates to those items Cal Vans furnishes or supplies, as a normal

part of its program. The agreement would not require any additional information from CalVans but would hold the grower or contractor responsible for seeing that everything is in order should DOL initiate an inspection.

An agreement could retain the carpool/vanpool designation while allowing the growers to list the vehicles as "approved to transport workers". The fact the driver might have a FLC (Supervisor) designation does not compromise the vanpool designation. The arrangement allows the growers to continue providing vouchers to the riders, which cover the cost they would otherwise have to pay.

Staff has drafted the following agreement that simply states that the two parties will work together to encourage and support safe transportation for farmworkers. It does not require any more than CalVans is presently doing nor expose CalVans to additional liabilities. It might actually lower liability by officially addressing what is already occurring with a number of growers or contractors. It will also allow compensation to the drivers working as FLC to be recognized for driving the van and filling out the necessary paperwork. This is what is presently done by the State of California Prison System. Riders receive \$65 per month towards their monthly vanpool cost. The driver is eligible for \$100 per month in recognition of being the primary driver for that month. The \$65 is not taxed, the \$100 is.

Staff is recommending that an agreement be drafted that addresses the FDOL concerns, allowing the growers to reference the vehicles, and maintain the vehicles as vanpools.

Item A

California Vanpool Authority (CalVans)

Minutes of Board Meeting

A regular meeting of the California Vanpool Authority was called to order by Joe Neves, Chairman of the Board at 10:00 a.m. on September 12, 2013, in the conference room of CalVans, 1340 North Drive, Hanford, CA. 93230

California Vanpool Authority Members

AMBAG – Association of Monterey Bay Area Governments
Fresno COG – Fresno Council of Governments
KCAG – Kings County Association of Governments
Kern COG – Kern Council of Governments
MCTC – Madera County Transportation Commission
MCAG – Merced County Association of Governments
NCTPA – Napa County Transportation & Planning Agency
SACOG – Sacramento Area Council of Governments
SBCAG – Santa Barbara County Association of Governments
TCAG – Tulare County Association of Governments
VCTC – Ventura County Transportation Commission

1. CALL TO ORDER

Roll Call – Clerk of the Board

Directors present:

Fresno COG	Sylvia Chavez	Primary
KCAG	Joe Neves	Primary
Kern COG	Jon Johnston	Primary
MGAC	Jerry O'Banion	Primary
SACOG	Sharon Sprowls	Secondary
SBCAG	Jim Richardson	Primary
VCTC	John Zaragoza	Secondary

Directors absent:

AMBAG	Scott Funk
MCTC	Robert Poythress/Max Rodriquez
NCTPA	Keith Caldwell/Tom Roberts
TCAG	Rudy Mendoza/Janet Hinesly

Counsel present: Zack Smith

Staff/Visitors in attendance:

Ron Hughes, Heather Corder and Cecelia Marquez from CalVans.

Also in attendance were Kent Epperson and Suzanna Martinez.

2. UNSCHEDULED APPEARANCES:

There were no unscheduled appearances.

3. CONSENT CALENDAR:

A. Minutes of June 27, 2013 and B. Disposal of older equipment.

Motion was made, seconded O'Banion/Johnston and carried to approve the consent calendar A: Approval of minutes of June 27, 2013 and B: Disposal of older equipment. Commissioner Zaragoza and Commissioner Sprowls abstained.

4. SYSTEM UPDATE.

a. ANNOUNCEMENT BY CALTRANS OF JARC AWARDS

Staff reported it has received a preliminary notice that the JARC (Job Access and Reverse Commute) application for Kern County was approved. Unfortunately the applications for Tulare, Merced, Sutter and Yolo were not approved. The grant will provide support for new vanpool riders in Kern County who start or join an existing vanpool.

Kern COG Staff have already gone through the process of getting the project on their Federal Transportation Improvement Plan (FTIP), it is a list of federally approved projects. This will allow the project to get underway as soon as an agreement with Caltrans is signed.

b. FY 12-13 RIDERSHIP DATA.

Staff reported the completion of the NTD (National Transit Database) reporting for FY 12-13. This report consists of counting all the miles each passenger traveled in each van, who is driving, the number of passengers carried, how long they traveled and the miles they traveled.

Ron explained the importance of passenger miles traveled compared to how many miles the van traveled. The passenger miles counted is actually configured into the number of vehicles taken off the road due to vanpools.

c. FY 12-13 NTD DATA BY UZA.

The reporting of NTD data by UZA area results in additional Federal 5307 funding for the transit agencies in which the trips are reported. The UZA comes in two sizes: the large ones represent areas larger than 200,000 and the smaller ones are under 200,000 but over 50,000. The larger areas receive additional funding based on the additional passengers carried and miles traveled. The smaller UZAs receive funding based on their ability to receive up to six points for being efficient in one of six categories.

Last year each of the points were worth an additional \$180,461 in Federal 5307

funds.

The funding will continue to grow as our fleet and areas continue to grow. The current funding is based on the number of vans being reported two years ago. With the exception of incentives for joining or starting a new vanpool, CalVans receives 100% of its operational cost from those who use its service.

With a budget of \$7,684,585, CalVans NTD reporting has generated excess revenue of \$4,153,253 or 54% to other agencies. Cities and Counties benefit from the use of vanpools by their residents. One reason is the expansion of public transit trips available to their residents and the ability of individuals to travel to businesses in other areas.

Trips originating in Kings County cities have a positive impact on the disposable income available to those residents using the vanpools. Those riding in 86 vanpools have an increased disposable income of approximately 11 million dollars.

The impact to Kings County roads can also be measured in longer life and fewer cars on the roadway.

The last benefit is simply that those in Kings County have access to a much larger public transit fleet than many other counties. With the addition of vanpools in Kings County, people can continue to get to work during evening hours and on Sundays.

Sharon Sprowls requested clarification on the 4.1 million generated for other transit agencies and how that money flows into CalVans.

Ron responded that CalVans does not directly get that money, we have to request a portion from each transit agency to continue to purchase vans for the program.

d. LA METRO VANPOOL SUPPORT FOR VENTURA REGION

Staff received final approval for the LA Metro subsidy of \$400 a month for Ventura vanpools traveling into the LA area. Challenges put forth by Enterprise and vRide were addressed by Staff at LA Metro and were unfounded. There may not be many riders traveling from Ventura to LA, but being able to offer the subsidy to those that do, will help.

CalVans will be attending a training session later this month in LA and hopefully we will be having vans traveling from Ventura to LA.

Ron reported that there are many residents in Oxnard that are unable to obtain a private vanpool due to credit and background checks. We do not do this. Therefore, Oxnard residents will be able to travel to work safely.

Commissioner Zaragoza complimented and commended Ron and CalVans for their support in providing alternate transportation to the Oxnard residents.

e. FEDERAL DEPARTMENT OF LABOR ISSUES

The Federal Department of Labor has sent out mixed messages over the past several months when talking to growers about the CalVans program. In the San Benito area a DOL Staff person suggested that a Grower consider using the CalVans program to avoid running afoul of the Department regulations. In the Bakersfield area an inspector from the LA area expressed concern where another grower was encouraging his workers to use the program. The inspector was from the LA area and knew nothing about the project.

Some inspectors see the CalVans program as one sponsored or operated by the Growers not the workers. It is frustrating that after eleven years of operation that some of the California DOL offices have not heard about the CalVans program.

The regional office knows about CalVans, but word does not get out to the field offices in California.

Ron reported that CalVans is currently working on an education campaign, to get more information out. For some reason the DOL does not share information.

One issue has been the water jugs on the front of the agricultural vanpools. Ron reported he had worked closely with the CHP safety unit (In charge of Farm Labor vehicles) to set up a van with water jugs on the front of the vans, with tool boxes in the back, first aid kits and fire extinguishers. The CHP approved the vans for agricultural workers. The DOL questions the water jugs on the front of the vans, stating that the water containers on the front of the van indicates to them that a farm labor contractor is driving the van, not a volunteer. CHP states the water jugs on the front of the vans are safer than having numerous water jugs inside the vehicle in case of an accident.

The H2A program out of Chicago has confirmed that the CalVans program complies with the program for Growers to use the vanpools for safe transportation and be in compliance. Growers use vouchers for their employees to ride in the vanpools. The H2A program brings guest workers from Mexico to work in the States for a period of time.

Sharon inquired if CalVans had put together a packet with a letter explaining the program to the regional office.

Ron replied he has tried numerous times to work with the regional office. The DOL is steeped in tradition and it has been difficult, but CalVans continues to try.

5. ESTABLISH MARKETING ADVISORY GROUP.

Staff would like to put together a marketing group and was looking for volunteers at the last TAC meeting. TAC members volunteered. Staff suggested that the group be limited to three members. Items developed by the group would be brought back before the entire TAC group.

Staff requested the Board to reaffirm the establishment of a marketing advisory group.

Motion was made, seconded Zaragoza/Chavez and unanimously carried to Establish a marketing advisory group.

6. REVIEW EMPLOYEE MOU REGARDING EMPLOYEE BENEFITS

Staff reported that since its separation from KCAPTA (Kings County Area Public Transit Agency), CalVans has referred to the MOU that KCAPTA had under the County of Kings. With the recent change to a separate retirement agency and the fact that KCAPTA updated their MOU, Staff is recommending that CalVans adopt its own MOU. The employee benefits covered in the MOU are the same as those adopted earlier by CalVans with the following exceptions:

Section 1. **OVERTIME**

Sick leave will not be counted as time worked for purposes of computing overtime.

Section 14. **RETIREE HEALTH INSURANCE**

The reference to CalPERS was changed to PARS

Staff recommended that the MOU for unrepresented general and management employees be adopted.

Commissioner Zaragoza questioned if sick leave had been counted in the calculation of overtime in the past.

Ron replied it had been counted in the past but going forward it will not be.

Commissioner Zaragoza stated that most employers are looking at going that way now.

Motion was made, seconded Chavez/O'Banion and unanimously carried to approve the employee MOU in regard to employee benefits for unrepresented general and management employees.

7. REVIEW AND ACCEPT FY 11-12 AUDIT REPORT.

Staff reported the FY 11-12 audit was reviewed at the last Board meeting, but was not formally adopted.

Staff recommended that the Board approve and accept the FY 11-12 audit report.

Motion was made, seconded Johnston/Chavez and unanimously carried to accept the FY 11-12 audit report.

8. MISCELLANEOUS COMMENTS FROM THE BOARD AND STAFF.

Ron commented that if the Board would like any information on anything on a future agenda to please let him know.

Commissioner O'Banion inquired who the volunteers were for the marketing advisory committee.

Ron replied there were four volunteers. 3 volunteered themselves and one was volunteered in his absence. Alan Holmes, Suzanne Campbell and Christine Chavez volunteered and Kent Epperson was volunteered in his absence.

Kent Epperson stated he would be happy to serve on marketing advisory board.

Commissioner Neves stated the next CalVans Board meeting was scheduled for Thursday, October 10th at 10:00a.m.

The meeting was adjourned at 10:35 a.m.

Respectfully submitted,


Ronald H. Hughes
Executive Director

9/12/2013 tb

Item B

Technical Advisory Committee Minutes

A regular meeting of the California Vanpool Authority Technical Advisory Committee was held on September 26, 2013 at 1:32 p.m. in the conference room of CalVans, 1340 North Drive, Hanford, CA. 93230

California Vanpool Authority Members

AMBAG – Association of Monterey Bay Area Governments
Fresno COG – Fresno Council of Governments
Kern COG – Kern Council of Governments
KCAG – Kings County Association of Governments
MCTC – Madera County Transportation Commission
Merced COG – Merced County of Governments
NCTPA – Napa County Transportation & Planning Agency
SACOG – Sacramento Area Council of Governments
SBCAG – Santa Barbara County Association of Governments
TCAG – Tulare County Association of Governments
VCTC – Ventura County Transportation Commission

1. ROLL CALL AND ATTENDANCE

Ron Hughes, Heather Corder, Gus Banda, Cecelia Marquez, Georgina Cardenas and Trish Barberick from CalVans.

Also attending were Bob Snoddy, Alan Holmes, Suzanne Campbell, and Christine Chavez.

2. PUBLIC COMMENT

No comments were received.

3. CONSENT ITEMS

All items listed as consent items are considered routine and will be enacted by one motion. For any discussion of any consent item, it will be removed at the request of any Board member and made a part of the regular agenda.

- A. Minutes of August 22, 2013.
- B. Authorize RFP for Janitorial Services
- C. Authorize RFP for Uniform Services

Motion was made, seconded Alan Holmes/Bob Snoddy and unanimously carried to approve A). Minutes of August 22, 2013. B). Authorize RFP for Janitorial Services and C). Authorize Uniform Service.

4. SYSTEM UPDATE

A. Review of Calvans Procedures.

Staff explained the steps taken to insure driver and vehicle safety.

Alan Holmes requested that the rules and procedures be clarified.

Ron responded that each driver receives training and that a walk around the van daily by each driver is recommended.

B. Transition to Yuma/Imperial Area.

Last year, approximately 80 vehicles were moved to the Yuma/Imperial area, this year the number will be closer to 100. Staff has met and established relationships agencies in the Yuma/Imperial area.

Alan Holmes inquired if local employees from Yuma Area will be used during this time.

Ron responded that CalVans would use Labor Finders for temporary employees and one of our Transit Coordinators and one Lead worker would be relocated in Yuma during this time.

5. Review CalVans Travel Policy.

The CalVans Travel Policy is being updated to include a temporary relocation pay of \$25.00 per day per employee assigned to areas away from their normal duty stations for an extended period of time. Relocation pay reflects the fact that the employees are living away from their normal household and incurring additional costs with respect to residing in a secondary residence.

Staff recommended the adoption of the revised policy.

Alan Holmes recommended additional information such as personal travel combined with business travel is used as vacation time and that the lowest cost available be used for travel. No entertainment be paid for and all traffic fines are the responsibility of the employee.

Ron stated it is not in writing, but it is understood. It would be included in writing in the updated travel policy.

Motion was made, seconded Suzanne Campbell/Alan Holmes and unanimously carried to approve the CalVans Travel Policy with the additional changes.

6. ESTABLISH AGREEMENT WITH AGRICULTURAL CONTRACTORS.

Ron reported that in recent conversations with the (FDOL) Federal Department of Labor Staff, the idea of an agreement was discussed. The agreement discussed was an attempt to address several concerns of the FDOL Staff. They indicated that they support the CalVans program but have a few issues that should be addressed with an agreement.

The Department of Labor requires vans used by growers to comply with the following:

- Vehicles have insurance of at least 100,000 per seat.
- Vehicles have routine inspections.
- Drivers have a Class B physical.
- Drivers have a driver's license.
- Vehicles are listed by Grower as "approved to transport workers"
- Drivers have a FLC designation.

Vanpools provided by CalVans comply with the first four items, but not the last two.

The arrangement allows the growers to continue providing vouchers to the riders, which covers the cost they would otherwise have to pay.

Staff recommended that an agreement be drafted that addresses the FDOL concerns, allowing the growers to reference the vehicles and maintain the vehicles as vanpools.

Motion was made, seconded Alan Holmes/Suzanne Campbell and unanimously carried to approve an Agreement with Agricultural Contractors.

7. DISCUSSION ON MARKETING COMMITTEE FORMATION

Staff reported its vision of the Marketing committee to be an informal group that meets to discuss marketing ideas and direction. Staff was informed that the committee would have to be a formal committee

operating along the same lines as the TAC. To avoid that formality Staff would like to rethink the committee formation and simply include the function as part of the TAC.

Christine Chavez commented that the meeting would have to follow the rules of the Brown Act only if it was a continuous meeting and had a majority of the Board members on the panel.

Ron stated that he had a different direction from council and recommended holding off on the formation of the Marketing committee until this is clarified.

8. MISCELLANEOUS COMMENTS

Christine Chavez inquired when the next regular CalVans Board meeting would be.

Ron replied that the next CalVans Board meeting is October 10th at 10:00 a.m.

Ron commented that the LA Metro meeting he recently attended went well and that LA Metro will give up to \$400 a month vouchers to start a new vanpool.

ANNOUNCE NEXT MEETING DATE

The next TAC meeting is scheduled for Thursday, October 24th at 1:30 p.m. located in the CalVans conference room, 1340 North Drive, Hanford, CA.

ADJOURNMENT

The meeting was adjourned at 1:57 p.m.

Respectfully submitted


Ron Hughes
Executive Director

9/26/13 tb

Item C

Outline of CalVans Procedures for Ensuring Driver/Vehicle Safety

CalVans has incorporated a number of procedures to ensure that its vehicles are safe to drive. These procedures include the review and monitoring of all drivers to make sure those driving CalVans vehicles are reliable, safety conscious drivers. These procedures utilize review by Department of Motor Vehicles, monitoring using the agencies web based fleet monitoring system, and qualified staff for servicing and repair.

Vehicle Safety:

Vanpool vehicle equipment and inspection is spelled out in Section 34509 of the Vehicle Code. This section specifies what goes in and on the vehicles, while detailing the type and frequency of inspections.

The inside of the vehicles is to have a fire extinguisher, first aid kit and a record of services preformed. The outside of the vehicle is to have the word vanpool on three sides visible 50 feet from the vehicle.

The vehicle is to be regularly and systematically inspected, maintained, and lubricated in accordance with the manufacturer's recommendations, or more often if necessary to ensure the safe operating condition of the vehicle. The maintenance includes, as a minimum, an in-depth inspection of the vehicle's brake system, steering components, lighting system, and wheels and tires, to be performed at intervals of not more than every six months or 6,000 miles, whichever occurs first.

Vehicle Safety starts with CalVans Staff that review all vehicles as they are being moved or cleaned. Any issues are addressed before the vehicles are returned to the drivers. Calls from drivers concerning lights, turn signals, wipers and seat belts are addressed immediately, with a replacement vehicle being provided if needed.

Secondary oversight is provided by the vanpool drivers, many of whom have been in their vehicles for more than 5 years and 100,000 miles. They share CalVans vision for safety, and call when they note something out of the ordinary with their vehicle. This is reinforced by CalVans quick response and the provision of a spare vehicle if needed.

Routine service is preformed by the outside contractor CalVans has selected to perform this task. The service includes routine service every 6,000 miles that include changing oil, tire rotation and inspection of all major vehicle components. The service is recorded on a "Preventative Maintenance and Safety Checklist maintained in each vehicle. This card records the mileage, date, mechanic and a check off box for each of the components being checked. This card is maintained in the vehicle to show proof of compliance with Section 34509.

The contractor also submits a service report with the same information as part of their billing cycle. The service report includes all prior service information for that vehicle. Safety items noted at the time of service are reported to CalVans Staff for immediate resolution. Non-

emergency items such as tires, alignments and brake wear are scheduled as needed. A spare vehicle is delivered to the main driver when their vehicle is picked up for maintenance.

The scheduling of service is accomplished using Webtech, the web based program CalVans used to track its vehicles and those that drive them. The system monitors all vehicles, collecting and reporting such things as mileage, check engine lights, miles per gallon, as well as fast starts and stops. Weekly reports run to monitor check engine lights, which often show up before they trigger the vehicle's check engine light. Lights triggered by a lose fuel cap are reset by CalVans Staff without bringing the vehicle in. Others may involve bringing the vehicles to a repair facility, in which case the driver is provided a spare vehicle.

The Webtech Maintenance subsystem allows Staff and the Contractor to review and see which vehicles are due for service. The system is set to report any vehicle needing service, those that are less than 1,000 over and those that exceed 1,000 miles over. The goal is to have service preformed with 1,000 miles of its target of every 6,000 miles and identify those vehicles that might be missed. The following screen shot shows the application that displays all vehicles and where they fall on the service window. All, except vehicle 003 fall within the safe period. Vehicle 003 above the 6,000 mile target but does not exceed the overdue limit. This system is used by the Contractor to schedule his work, and by CalVans Staff to monitor what the Contractor performance.

	Safe period	Service period	Grace period	Overdue
0001				
0002				
001	Engine Oil Change			
002	Engine Oil Change			
003			Engine Oil Change	
004	Engine Oil Change			
005	Engine Oil Change			
006	Engine Oil Change			
007	Engine Oil Change			
008	Engine Oil Change			

The service cycle has been established to insure safety and to maximize vehicle life. The following service schedule has resulted in vehicles routinely remaining in service at miles in excess of 200,000:

Code	Miles	Service Description
A	6,000	Lube, oil, and Filter Tire rotation Safety inspection *
B	24,000	Replace air filter
C	48,000	Transmission flush Power steering flush Radiator flush
D	96,000	Spark Plugs and wires
E	148,000	Replace all hoses

* Safety Inspection items

- Brakes (note % of brake pads remaining)
- Lighting system
- Windshield wipers and washer
- Air Conditioning & Heating systems
- Cooling system, belts and hoses
- Exhaust & Emission system
- Battery and Charging system
- Front and Rear tires, noting % of tread wear remaining
- Steering System

Note: A services will occur at set multiples of 6,000 miles.
 B services occur every 24,000 miles as part of A service
 C services occur approximately every 50,000 miles
 D Services occur approximately every 100,000 miles
 E services occur approximately every 150,000 miles

Driver Safety:

To insure driver safety CalVans focuses on reviewing applicants and close monitoring those that are approved to drive. The review uses the DMV, while the monitoring uses the controls provided by the Webtech system.

CalVans has established an agreement with DMV that allows it to screen an applicant's drivers license prior to approval. Drivers with no more than two points or less, or who have not been convicted of reckless or drunk driving within the past 5 years are approved. Those driving 15-passenger vans are then scheduled for a DMV required class B physical; those in 8-passenger vans are not required to get the physical.

With an approved license and the appropriate physical, drivers are scheduled for appointments to review the program and receive their van. At the meeting Staff goes over the following items:

- Driver Agreement
 We review what the driver is agreeing to, safe driving, seat belt uses, pre-trip inspection, monitoring of back-up drivers, and what the van can be used for.

- Cost Estimate
The cost estimate detailing where the van is going, distance traveled and days worked is reviewed with any necessary changes being made.
- Pre-post Inspection
The vehicle is inspected with the driver with any issues being noted.
- Declaration Form
The Declaration for required by the DMV is reviewed. This is a statement that each driver signs and maintains in the vehicle that they have not been convicted of drunk or reckless driving in the past 5 years.
- Backup Agreement
Staff explains the requirements of the back-up driver and the responsibility of the oversight by the main driver.
- Driver/Rider Agreement
The importance of Driver/Rider agreement discussed, with a copy being provided.
- Payment Method:
How payments are made, the forms to use and when they are due are discussed. This include how late payments and bounced checks are handled.
- To whom it Concerns letter
Staff has prepared a "to whom it Concerns" letter summarizing how the CalVans program complies with various laws. The letter is for the driver's use should law enforcement question some aspect of the program.
- Accident Packet:
The accident packet is reviewed, stressing that accident be reported promptly and what needs to be collected should an accident occur. It is stressed that driver the take pictures of the scene using the camera that is provided in the vehicle.
- Fuel card:
Use of the fuel card is reviewed, letting the driver know how to get fuel using the PIN that is assigned to them. It is pointed out that CalVans tracks the use of the card, with PIN identifying who is using the card.
- Radio/GPS (Attachment 10):
The Radio/GPS unit is reviewed, with the driver instructed in it use. The driver is shown how to use their PIN in order to log onto the system, enabling them to start the vehicle. The driver is shown how the system tracks the vehicle location, speed and who is driving. It is stressed that improper use of the vehicle will result in the driver being dropped from the program.

- **Vehicle Service:**
The driver is informed that they do not have to bring the vehicle in for service. Service will occur at their place of work or at home while the vehicle is parked.
- **Insurance Card and Emergency Contacts:**
The insurance card is reviewed as well as the list of emergency contacts on the back of the card. It is stressed that the driver can call CalVans personnel at any time to resolve an emergency issue.
- **Safety Bulletins:**
Copies Traffic Safety Facts, emphasizing the need to monitor tire pressure, insure that passengers are using their seatbelts and drive at a safe speed are provided and reviewed. Do walk around and discuss pre trip safety checks.

Ongoing Monitoring:

Monitoring is accomplished using CalVans Staff as well as each vanpool driver. The monitoring starts with each driver being required to log into the vehicles before it will start. This allows Staff to locate the vehicle in real time as needed;

The screenshot displays the Quadrant Manager interface. At the top, it shows the date and time: 09/21/2013 09:54 to 09/21/2013 11:54 Etc/GMT+7. The interface includes a navigation menu on the left with options like Reporting, Mapping, Administration, Device Management, Messaging, Status & Driver Logs, Miscellaneous, and Preferences. The main area features a Google Map with a vehicle icon and a pop-up window showing details for vehicle 220. Below the map is a 'Vehicle Status' table.

Vehicle Status Table:

Name	Last Update	Land...	No.	Street	City	State	Speed	Direct...	Driver
220	2013-09-21 11:27...			E Laneva...	Avenal	CA	59	SE	220 DORIS PVSP

The pop-up window for vehicle 220 provides the following information:
 220
 SEP 21, 2013 11:27:46
 Reason: Time Send GPS: Fix
 Direction: Southeast Speed:59 mi/hr
 220 DORIS PVSP LOVETTE (Login)
 Lat: 36.0141 Long: -120.1551
 E Laneva Blvd Avenal
 GPS Antenna: Connected
 Tools: [Icons]

In the example shown the driver of vanpool 220 is traveling south on Avenal Cutoff at the speed of 59 miles per hour. The query can be expanded to include the path the vanpool has traveled

over a given time. The vehicle's speed is captured every 15 minutes, or at set points established by CalVans Staff.

Staff generates weekly or daily reports that detail speed that occur above a set limit. Each driver receives a weekly report that shows each of their drivers that exceed a set speed in the past week. CalVans receives daily reports that provide the same information. Where necessary driver are caution on their speed and dropped if they do not respond.

Item D

CALIFORNIA VANPOOL AUTHORITY

Travel Policy

General Statement

All travel shall be subject to conditions stated herein. Seminars, training or other educational meetings or classes are included in the travel rules set forth in this policy. The Executive Director has the authority to approve any and all expenses that may exceed the maximum reimbursement amount.

1. Short Duration Travel

One day travel or travel within the County involving no overnight accommodations shall be authorized by the Executive Director.

- A. Meals may be provided when the Executive Director or his/her designee authorizes short duration travel which requires the employee to be away from his/her normal work location at meal time.

CalVans Executive Director or his/her designee may authorize meals for any presentation guests or during training with the approval of the Executive Director.

- B. Meals may be reimbursed during travel when employees are required to attend a breakfast, lunch or dinner meeting within the County and for the benefit of CalVans.

The employee shall sign a written request to explain the reason for the meeting. This document shall be approved by the Executive Director or his/her designee and submitted with the claim and receipt.

All meals must have a receipt.

2. Extended Duration Travel

- A. Extended duration travel which involves reimbursable expenses for overnight accommodations MUST be approved by the Executive Director or his/her designee.

- B. Extended duration travel will be approved only on the basis of one or more of the following guidelines:

- (1). Conferences or conventions as approved in the annual budget.

(2). Meetings or conferences required in the implementation or administration of new or ongoing programs may be approved as necessary.

C. If a an employee takes time away from official business for personal matters, or if an employee delays returning to work after completion of business, expenses incurred during that time are not reimbursable. If the extended period occurs during regularly scheduled working hours, the employee's leave time will be counted as vacation.

3. Out of State Travel

A. Out of state travel by any employee on behalf of CalVans is must have prior approval of the Executive Director.

4. CalVans – Hosted Affairs

Whenever the Executive Director of CalVans or his/her designee acts as host for a convention, conference, or meeting that will be of benefit to CalVans, the expenses of the breakfast, lunch or dinner held in conjunction therewith, including meals of duly authorized delegates or representatives, may be paid upon presentation of claims. Receipts are necessary for the meal along with written information about the meeting's purpose and a list of attendees. If only CalVans employees are in attendance, a sign-in sheet should be provided.

5. Mode of Travel

A. All travel will be the most economical means as determined by the Executive Director. CalVans authorized automobiles are generally preferred but the use of private automobiles may also be authorized when appropriate. Authorized private vehicle usage shall be reimbursed at the rate established by FEDERAL PER DIEM LIMITS. Employee fines or parking and traffic violations will be not be paid or reimbursed

B. Other forms of transportation such as trains, buses and airplanes may be used as long as they are approved by the Executive Director and supported by ticket stubs and/or receipts. Employees are expected to make an effort to take advantage of discounts and special fares whenever available for reasonable and convenient times. Reimbursement for airplane fares shall be no greater than the coach rate.

- C. Teleconferencing should be considered when possible. Employees are expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with the conduct of official business.

6. Lodging and Meal Expense

- A. In all travel, employees are expected to secure overnight accommodations and meals as economically as possible.
- B. Allowance for lodging is actual cost, and MUST BE SUPPORTED BY A RECEIPT.
- C. Single rates prevail except when the room is occupied by more than one CalVans employee. Any person accompanied by a family member or friend is responsible for the difference between the single room rate and a double room rate.
- D. Since CalVans is a governmental agency, we can qualify for and receive Transient Occupancy Tax Exemption if the hotel/motel will accept it. Hotel/motel Transient Occupancy Tax Waiver Exemption should be used during the hotel/motel registration. When calling the hotel/motel, the employee shall ask for the government or conference rate.
- E. Accommodations for the first night's stay will be covered when a class, convention, or seminar starts at 8 am and you need to travel at least 2 hours to attend the class, seminar or convention. A second night of accommodations will be covered if you are unable to return due to bad weather or another factor, approval must be made by the Executive Director.
- F. No reimbursements will be made for personal entertainment, such as extra conference tour packages, in-room services such as pay-per-view movies or alcohol. Including alcohol consumed with meals.

7. Qualifications for Meals.

The CalVans maximum reimbursement for each meal is \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner. Tips are included in the maximum for each meal. Alcohol is not a reimbursable item.

ALL MEALS MUST HAVE A RECEIPT.

One-day travel. For travel which does not require an overnight stay, meal expense amounts for partial days of travel will be based on the above amounts.

An employee may not claim an allowance or reimbursement for any meal which is provided as part of the registration or conference expense.

- A. Times specified below for meals apply to travel that occurs during the hours of 6 am to 7 pm. The Executive Director or his/her designee should discuss any other exceptions to these standards.
- B. Breakfast may be claimed when travel commences at or prior to 6 am on the first day of travel.
- C. Lunch may be claimed on the first day of travel involving an overnight stay that begins at or before 11 am and may be claimed on the last fractional day if the travel terminates at or after 2pm.
- D. Dinner may be claimed on the first day of travel that begins at or before 4 pm. Dinner may be claimed on the last day of travel if the trip ends at or after 7pm.
- E. For all travel in which breakfast, luncheons and/or dinners are provided; the employee is not entitled to a meal allowance. Complimentary continental breakfasts provided at particular hotels or motels as part of the cost of attendance are not considered a meal, and an employee may receive reimbursement for the cost of a breakfast meal notwithstanding the availability of the complimentary breakfast.
- F. Lunch may be claimed for one day trips between assigned work areas. An example would be where someone moves a van from the Hanford area to the Greenfield area. Lunch may not be claimed for trips that occur inside an employees assigned work area.

8. Miscellaneous Travel Expense

- A. The following items may also be claimed if incurred in the performance of CalVans business and if supported by ticket stub and/or receipts:
 - 1. Registration/conference fees or dues.
 - 2. Hotel/Motel parking. If self parking is available, then valet parking will not be reimbursed.
 - 3. Ferry.
 - 4. Shuttle buses and taxi fare.
 - 5. Airport parking.
 - 6. Business telephone calls.
 - 7. Internet service.
- B. Receipts are NOT required in order to be reimbursed for:
 - 1. Metered parking.
 - 2. Road or bridge tolls

9. Travel Budget Limitations

- A. Travel MUST be approved by the Executive Director.
- B. Travel will be reviewed by the department's budget Analyst annually to ensure appropriate uses and funding levels.

10. Temporary Relocation Pay

Employees will be eligible for Temporary Relocation Pay of \$25 per day under the following conditions:

- A. Temporary work assignment is in excess of 3 days.
- B. Employee is not receiving meals or lodging reimbursement for the same period.

11. Right of Appeal

- A. Damages to employee's personal vehicles shall be covered by the employee's insurance. If the employee has a deductible type policy, the employee shall assume this liability while on CalVans business, just as the employee would while driving on personal business. Reimbursement for using your personal vehicle will be at the FEDERAL PER DIEM RATE.

12. Claim Procedure

A signed travel request form must accompany all travel claims, except one-day travel claims.

- A. Claims for expenses incurred while traveling on official CalVans business shall be submitted to the accounting department within ninety days after completion of authorized travel.
- B. Statement on the claim shall include the purpose of the trip and inclusive dates of travel. All receipts must accompany the claim.
- C. All expenditures shall be itemized and all claims shall include a travel request form, itinerary/agenda and the receipts for registration fees and lodging, ferry, parking, bus and taxi fares when available. Receipts are not required for toll bridges, meter parking or unattended parking lots.

- D. If claimant purchases a ticket on a common carrier or aircraft, the receipt shall accompany the claim form.
- E. A copy of the travel request MUST be approved by the Executive Director.

The foregoing policy was adopted on a motion by Commissioner _____, seconded by Commissioner _____, at a regular meeting held on _____ by the following vote:

AYES:
NOES:
ABSENT:

CALIFORNIA VANPOOL AUTHORITY
Board of Directors

Chairman

WITNESS, my hand this ____ day of _____, 2013.

Clerk of the Board

Item E

AGREEMENT NO. _____

AGREEMENT TO ASSIGN RIGHTS AND DUTIES
UNDER LEASE AGREEMENT BETWEEN THE COUNTY OF KINGS
AND THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY (Agr. #06-015);
ASSIGNMENT APPROVAL OF COUNTY OF KINGS;
NOTICE OF CONFLICT OF REPRESENTATION;
WAIVER OF CONFLICT OF REPRESENTATION

THIS AGREEMENT is entered into on this ____ day of _____, 2013 by and between Kings County Area Public Transit Agency, a joint powers authority (hereinafter "KCAPTA") and California Vanpool Authority, a joint powers authority (hereinafter "CalVans"), on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, CalVans was formed on October 21, 2011, for the purpose of assuming certain functions performed by KCAPTA, including the provision of public transportation services through vanpool programs, and carrying out those functions on a broader basis, and did in fact assume such functions effective December 26, 2011 as detailed in a Memorandum of Understanding between KCAPTA and CalVans (Agreement No. 13-05 dated February 27, 2013); and

WHEREAS, prior to the creation of CalVans, KCAPTA operated in a building leased from the County of Kings, a political subdivision of the State of California, located at 1340 North Drive, Hanford, California (the "Premises"), pursuant to a Lease Agreement Between the County of Kings and the Kings County Area Public Transit Agency (hereinafter "Lease Agr. #06-015") dated March 14, 2006; and

WHEREAS, after the assumption by CalVans of vanpool functions from KCAPTA, CalVans had a larger workforce than KCAPTA; and

WHEREAS, KCAPTA administrative personnel moved back to their operations division at 629 Davis Street, Hanford, California; and

WHEREAS, KCAPTA desires to assign and CalVans wishes to accept all rights, duties, and obligations of KCAPTA under said Agreement 06-015, which terminates June 30, 2015; and

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WHEREAS, Paragraph 9 of Lease Agr. #06-015 requires the express written approval of the assignment from the County of Kings.

NOW, THEREFORE, IT IS AGREED as follows:

1. Assignment. KCAPTA hereby assigns and CalVans hereby accepts all of KCAPTA's rights, duties and obligations under Lease Agr. #06-015.

By this assignment, KCAPTA delegates to CalVans all of KCAPTA's duties and obligations of performance under Agr. #06-015. By accepting this assignment and delegation, CalVans agrees to assume and perform all duties and obligations that KCAPTA has under Lease Agr. #06-015, as if CalVans had been an original party to the said agreement.

2. Indemnification. CalVans shall indemnify, defend and hold KCAPTA, its officers, agents, employees, and members harmless from and **against liability for performance or nonperformance of Lease Agr. #06-015 by County of Kings or CalVans and from and** against liability for any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all extraordinary costs and all direct and administrative costs, attorneys' fees, including, but not limited to, County Counsel or special counsel fees **arising in any way from the assignment of rights and delegation of duties under said agreement.**

3. Severability. 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 laws, but the remainder of this Agreement shall be in full force and effect.

4. Integration. This Agreement, including the recitals and documents specifically incorporated herein, represents the entire understanding of the KCAPTA and CalVans as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral, **as to the assignment of rights and delegation of duties under Agr. 06-015.** This Agreement may be amended only by written instrument, signed by both KCAPTA and CalVans.

5. Forum. This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the Agreement shall be in the Superior Court of the State of California in Kings County, California.

6. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities and persons represented and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

KCAPTA

CalVans

By: * _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

***NOTE:** Prior to signing this assignment agreement, please review Conflict of Representation on page 4 of 4 and, if authorized, sign the related Waiver.

APPROVAL OF ASSIGNMENT

County of Kings, owner of the Premises, and Landlord under Lease Agr. #06-015, hereby approves and consents to the assignment of said lease and all KCAPTA's rights, duties and obligations under same to CalVans and CalVan's acceptance of said rights, duties and obligations.

COUNTY OF KINGS

By: _____

, Chairman

Kings County Board of Supervisors

ATTEST:

Catherine Venturella
Clerks of the Board of Supervisors

APPROVED AS TO FORM:

Colleen Carlson, County Counsel

h/KCAPTA/Lease/Assignment to CalVans

NOTICE OF CONFLICT OF REPRESENTATION

The purpose of this provision is to advise KCAPTA and County of County Counsel's potential conflict of interest in reviewing the above Assignment agreement between KCAPTA and CalVans and the related approval of County. County Counsel represents the County in all of its civil functions, including contract review, and all matters related to disposition of its property interests. The County Counsel also advises KCAPTA in its civil legal matters, including contract review.

The California Rules of Professional Conduct, Rule 3-310, prescribes rules for lawyers to avoid the representation of adverse interests. Because KCAPTA is a distinct legal entity from County, the provisions of Rule 3-310 apply to the Assignment. Said Rule, at subdivision (B)(1) provides that a member of the State Bar shall not accept or continue representation of a client without providing written disclosure to the client where the member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter. Also, Rule 3-310, subdivision (C)(1) provides that a member shall not, without the informed written consent of each client, accept the representation of more than one client in a matter where the interests of the clients potentially conflict.

The foreseeable areas where conflicts could arise between KCAPTA and County include the ability of County to pursue KCAPTA to enforce Agr. 06-015 if CalVans does not perform as required by the Assignment. If you determine that it is appropriate to have this office represent you in connection with this transaction after reviewing the foregoing disclosure, your respective boards will need to take a vote on whether to authorize the chair to sign a waiver of conflict.

WAIVER OF CONFLICT OF REPRESENTATION

By signing below, I hereby represent that the Kings County Board of Supervisors and the Kings County Area Public Transit Agency board members have voted affirmatively to waive the conflict and approved me to sign this waiver authorizing County Counsel to represent both entities in the transaction involving the assignment of Lease Agr. 06-015 from KCAPTA to CalVans.

KCAPTA

County of Kings

By: _____

By: _____

AGREEMENT NO. _____

AGREEMENT TO ASSIGN RIGHTS AND DUTIES
UNDER LEASE AGREEMENT BETWEEN THE COUNTY OF KINGS
AND THE KINGS COUNTY AREA PUBLIC TRANSIT AGENCY (Agr. #06-015);
ASSIGNMENT APPROVAL OF COUNTY OF KINGS;
NOTICE OF CONFLICT OF REPRESENTATION;
WAIVER OF CONFLICT OF REPRESENTATION

THIS AGREEMENT is entered into on this ____ day of _____, 2013 by and between Kings County Area Public Transit Agency, a joint powers authority (hereinafter "KCAPTA") and California Vanpool Authority, a joint powers authority (hereinafter "CalVans"), on the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, CalVans was formed on October 21, 2011, for the purpose of assuming certain functions performed by KCAPTA, including the provision of public transportation services through vanpool programs, and carrying out those functions on a broader basis, and did in fact assume such functions effective December 26, 2011 as detailed in a Memorandum of Understanding between KCAPTA and CalVans (Agreement No. 13-05 dated February 27, 2013); and

WHEREAS, prior to the creation of CalVans, KCAPTA operated in a building leased from the County of Kings, a political subdivision of the State of California, located at 1340 North Drive, Hanford, California (the "Premises"), pursuant to a Lease Agreement Between the County of Kings and the Kings County Area Public Transit Agency (hereinafter "Lease Agr. #06-015") dated March 14, 2006; and

WHEREAS, after the assumption by CalVans of vanpool functions from KCAPTA, CalVans had a larger workforce than KCAPTA; and

WHEREAS, KCAPTA administrative personnel moved back to their operations division at 629 Davis Street, Hanford, California; and

WHEREAS, KCAPTA desires to assign and CalVans wishes to accept all rights, duties, and obligations of KCAPTA under said Agreement 06-015, which terminates June 30, 2015; and

WHEREAS, Paragraph 9 of Lease Agr. #06-015 requires the express written approval of the assignment from the County of Kings.

NOW, THEREFORE, IT IS AGREED as follows:

1. Assignment. KCAPTA hereby assigns and CalVans hereby accepts all of KCAPTA's rights, duties and obligations under Lease Agr. #06-015.

By this assignment, KCAPTA delegates to CalVans all of KCAPTA's duties and obligations of performance under Agr. #06-015. By accepting this assignment and delegation, CalVans agrees to assume and perform all duties and obligations that KCAPTA has under Lease Agr. #06-015, as if CalVans had been an original party to the said agreement.

2. Indemnification. CalVans shall indemnify, defend and hold KCAPTA, its officers, agents, employees, and members harmless from and **against liability for performance or nonperformance of Lease Agr. #06-015 by County of Kings or CalVans and from and** against liability for any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all extraordinary costs and all direct and administrative costs, attorneys' fees, including, but not limited to, County Counsel or special counsel fees **arising in any way from the assignment of rights and delegation of duties under said agreement.**

3. Severability. 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 laws, but the remainder of this Agreement shall be in full force and effect.

4. Integration. This Agreement, including the recitals and documents specifically incorporated herein, represents the entire understanding of the KCAPTA and CalVans as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral, **as to the assignment of rights and delegation of duties under Agr. 06-015.** This Agreement may be amended only by written instrument, signed by both KCAPTA and CalVans.

5. Forum. This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the Agreement shall be in the Superior Court of the State of California in Kings County, California.

6. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities and persons represented and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

KCAPTA

CalVans

By: * _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

***NOTE:** Prior to signing this assignment agreement, please review Conflict of Representation on page 4 of 4 and, if authorized, sign the related Waiver.

APPROVAL OF ASSIGNMENT

County of Kings, owner of the Premises, and Landlord under Lease Agr. #06-015, hereby approves and consents to the assignment of said lease and all KCAPTA's rights, duties and obligations under same to CalVans and CalVan's acceptance of said rights, duties and obligations.

COUNTY OF KINGS

By: _____

, Chairman

Kings County Board of Supervisors

ATTEST:

Catherine Venturella
Clerks of the Board of Supervisors

APPROVED AS TO FORM:

Colleen Carlson, County Counsel

h/KCAPTA/Lease/Assignment to CalVans

NOTICE OF CONFLICT OF REPRESENTATION

The purpose of this provision is to advise KCAPTA and County of County Counsel's potential conflict of interest in reviewing the above Assignment agreement between KCAPTA and CalVans and the related approval of County. County Counsel represents the County in all of its civil functions, including contract review, and all matters related to disposition of its property interests. The County Counsel also advises KCAPTA in its civil legal matters, including contract review.

The California Rules of Professional Conduct, Rule 3-310, prescribes rules for lawyers to avoid the representation of adverse interests. Because KCAPTA is a distinct legal entity from County, the provisions of Rule 3-310 apply to the Assignment. Said Rule, at subdivision (B)(1) provides that a member of the State Bar shall not accept or continue representation of a client without providing written disclosure to the client where the member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter. Also, Rule 3-310, subdivision (C)(1) provides that a member shall not, without the informed written consent of each client, accept the representation of more than one client in a matter where the interests of the clients potentially conflict.

The foreseeable areas where conflicts could arise between KCAPTA and County include the ability of County to pursue KCAPTA to enforce Agr. 06-015 if CalVans does not perform as required by the Assignment. If you determine that it is appropriate to have this office represent you in connection with this transaction after reviewing the foregoing disclosure, your respective boards will need to take a vote on whether to authorize the chair to sign a waiver of conflict.

WAIVER OF CONFLICT OF REPRESENTATION

By signing below, I hereby represent that the Kings County Board of Supervisors and the Kings County Area Public Transit Agency board members have voted affirmatively to waive the conflict and approved me to sign this waiver authorizing County Counsel to represent both entities in the transaction involving the assignment of Lease Agr. 06-015 from KCAPTA to CalVans.

KCAPTA

County of Kings

By: _____

By: _____

LEASE AGREEMENT
BETWEEN THE COUNTY OF KINGS
AND THE KINGS COUNTY AREA PUBLIC
TRANSIT AGENCY

THIS LEASE, made and entered into this 14th day of March, 2006, by and between the COUNTY OF KINGS, a political subdivision of the State of California, hereinafter referred to as "County," located at 1400 West Lacey Boulevard, Hanford, California, 93230 and the Kings County Area Public Transit Agency, a joint powers authority located at 1340 North Drive, Hanford, California 93230, hereinafter referred to as "Transit Agency."

WHEREAS, the real property of the County hereinafter described is not now, and will not during the period of this Lease Agreement, be needed for County purposes except for those facilities that are designated as common use areas.

NOW, THEREFORE, in consideration of the rents, covenants and agreements hereinafter contained and upon the terms and conditions set forth, the County hereby leases to the Transit Agency, and the Transit Agency hereby takes and hires from the County, those certain premises hereinafter described under the terms and conditions hereinafter set forth:

WITNESSETH:

1. PREMISES. The Premises leased hereunder are described as office buildings and include the following common use areas: (1) the lunch room, (2) bathrooms and (3) parking lot (hereinafter referred to as "the Premises"). The Premises are located at 1340 North Drive, Hanford, California 93230.

2. TERM. The term of this Lease Agreement shall be for a period of ten years, commencing on July 1, 2005 and terminating on June 30, 2015. At the end of the ten-year lease period, the parties will endeavor to negotiate an additional lease period for the Premises by the Transit Agency.

3. RENT. The improvements ("Improvements") that are located on the Premises were constructed at the expense of both parties to this Lease Agreement. The parties agree that the monetary contribution previously provided by the Transit Agency

for the development and construction of the Improvements shall serve as the Transit Agency's sole payment of rent for the entire ten-year lease period.

4. ADDITIONAL IMPROVEMENTS. Any additional improvements ("Additional Improvements") constructed on the Premises shall be at the sole expense of the Transit Agency. The Transit Agency shall not construct any additional improvements without the prior written consent of the County.

5. OWNERSHIP OF IMPROVEMENTS. Upon the conclusion of the lease period or earlier termination by either party, any Improvements, including Additional Improvements located on the Premises shall remain under the exclusive ownership of the County. The Transit Agency expressly denies any ownership interest in all existing and Additional Improvements on the Premises.

6. UTILITIES. All utilities shall be provided by the County with reimbursement by the Transit Agency for its proportional share of the costs of the utilities and according to a Cost Allocation Plan as assessed by the Kings County Auditor.

7. BUILDING MAINTENANCE. The County shall provide regular routine building maintenance services except the Transit Agency shall provide its regular janitorial services. The Transit Agency shall reimburse the County for such services according to a Cost Allocation Plan as assessed by the Kings County Auditor. The Transit Agency shall be responsible for the replacement of any major building components, including but not limited to air conditioning, heating, plumbing, roof replacement and electrical systems.

8. INSURANCE. The Transit Agency shall during the entire term of this Lease Agreement obtain and maintain the following policies of insurance:

(a) a policy or policies of Workers' Compensation Insurance and Employer's Liability Insurance for all its employees, all in strict compliance with State laws; and

(b) General Liability and Property Damage coverage shall be provided through the County with the Transit Agency reimbursing the County according to a Cost Allocation Plan as assessed by the Kings County Auditor.

The Transit Agency shall provide the County with certificates showing such policies of insurance to be in force and effect. Any policy of insurance or certificate therefor as required above shall provide for 30 days written notice to the County prior to cancellation, modification or termination thereof.

9. ASSIGNMENT AND SUBLEASING. This Lease Agreement is personal to the Transit Agency and the Transit Agency shall not assign, lease, sublease or transfer all or any part of this leasehold interest in the premises to any other person, corporation, other business organization, or governmental agency without the express prior written approval of the County.

10. TERMINATION. This Lease Agreement may be terminated by either party upon one hundred and eighty days (180) days written notice of such termination.

11. MANNER OF GIVING NOTICE. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on the County or Transit Agency or when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed to the County or the Transit Agency at the address as follows:

County: Larry Spikes, County Administrative Officer
County of Kings
Kings County Government Center
1400 West Lacey Blvd.
Hanford, California 93230

Transit Agency: Ron Hughes, Executive Officer
Kings County Area Public Transit Agency
1340 North Drive
Hanford, California 93230

The address to which the notices shall be mailed as aforementioned to either party may be changed, but only by written notice given by such party to the other, as hereinbefore provided.

12. USE OF LEASED PREMISES. The Premises shall be used for office and other purposes necessary for public transit operations by the Transit Agency and for no other use or uses without the prior express written consent of the County. The Transit Agency agrees to keep and maintain the Premises in a good and safe condition. The Transit Agency further agrees to comply with all State law, local ordinances or other governmental regulations which may be required by the proper authorities. The Transit Agency agrees to permit the County or its agents to enter said premises at any reasonable time to inspect same.

13. INDEMNIFICATION. The Transit Agency agrees to indemnify, defend and hold the County exempt and harmless from any costs and expenses, claims, demands, losses, liability and damage or injury of whatever character, direct or consequential, to any person or to the property of any person, including injuries to agents or employees of the Transit Agency and the County, directly or indirectly contributed to, caused by, or arising in any way from the use and occupancy of the Premises by the Transit Agency, its officers, agents, servants, contractors, or employees, or from the failure of the Transit Agency to keep the premises in a good, safe condition as herein provided. "Person" shall include any individual, corporation or entity however organized.

The County agrees to indemnify, defend and hold the Transit Agency exempt and harmless from any costs and expenses, claims, demands, losses, liability and damage or injury of whatever character, direct or consequential, to any person or to the property of any person, including injuries to agents or employees of the Transit Agency and the County, directly or indirectly contributed to, caused by, or arising in any way from the routine maintenance of the Premises by the County. "Person" shall include any individual, corporation or entity however organized.

14. BINDING EFFECT. This Lease Agreement shall be binding upon and shall inure to the benefit of the successors, and assigns of the parties, but nothing in this paragraph shall be construed as consent by the County to any assignment or subletting of this Lease Agreement or any interest therein by the Transit Agency except as provided in Paragraph 9 above.


15. ENTIRETY. This Lease Agreement merges and supersedes all prior negotiations, representations, and contracts, and constitutes the entire agreement concerning the County's leasing of the Premises to the Transit Agency and the consideration therefore.

16. GOVERNING LAW. This Lease Agreement shall be governed by California law. Venue for any legal action arising out of this Lease Agreement shall only be in Kings County, California.

WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first hereinabove set forth.

LESSOR:

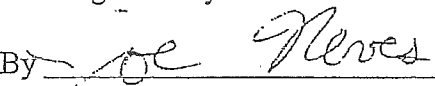
County of Kings

By 
Tony Barba, Vice-Chairperson
Board of Supervisors

Date MAR 14 2005

LESSEE:

Kings County Area Public Transit Agency

By 
JOE NEVES, Chairperson
Board of Directors

Date _____

h/lease/kcapterlease

EXHIBIT A
SITE LOCATION - PREMISES

A portion of Section 26, Township 18 South, Range 21 East, Mount Diablo Base and Meridian in the County of Kings State of California being more particularly described as follows:

Beginning at the South quarter corner of said Section 26,

- thence along the South line of Section 26 S 89° 33' 30 " East a distance of 250.00 feet to the intersection of the centerline of Campus Drive as shown on Volume 8, Page 93 of Kings County Licensed Surveyors Plats;
- thence Northerly along aforesaid Campus Drive centerline a distance of 1720 feet, more or less, to the intersection of the centerline of North Drive, being a street located on property owned by the County of Kings;
- thence Westerly along the centerline of North Drive a distance of 705 feet, more or less, to a point on the Southerly prolongation of the East fence line of Site to be leased to KCAPTA, Said point being the Southeast corner of the Site.

H\kcapta\LeaseExhA

EXHIBIT B
FACILITIES TO BE LEASED - IMPROVEMENTS

Site:

The site consists of approximately 1.7 acres on the North side of North Drive, the Southeast corner of which is described on Exhibit B. Approximately 1.2 acres is fenced.

Building:



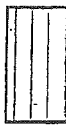
The building is a metal building 120 feet by 40 feet in dimension. The East 20 feet is an overhang used by the Parks Division for repairing small tools and equipment. The balance of the building has been framed in and developed as an air conditioned office space housing both the Parks Division of Public Works and KCAPTA. The allocation of office space is depicted on Exhibit C.

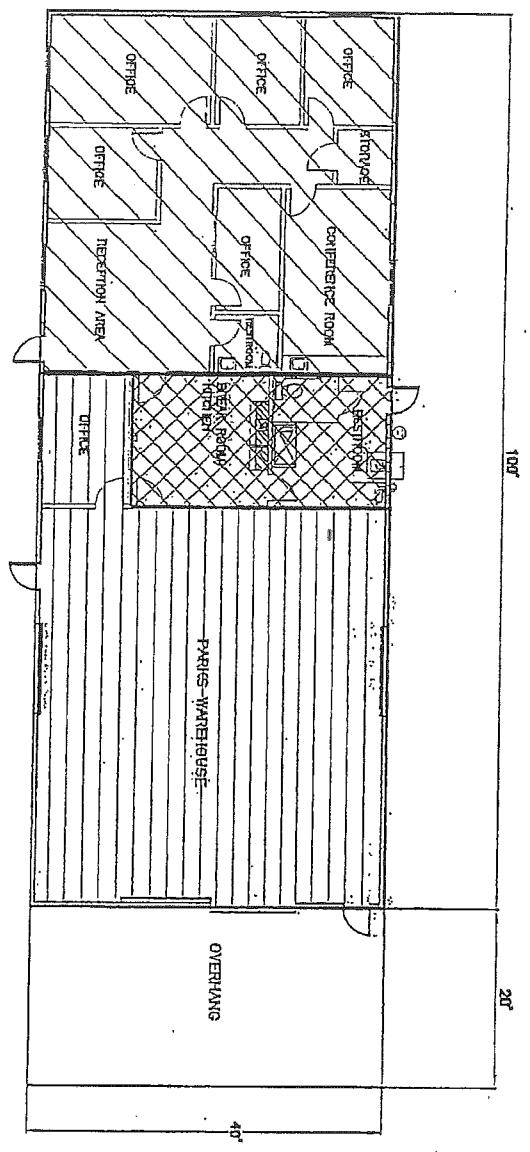
Parking:

- Eleven off street parking stalls are available for use by KCAPTA at the building. Two are handicapped stalls.

HKCAPTA\LeaseExhB

EXHIBIT B

-  KCAPTA AREA (1,610 S.F.)
-  COMMON AREA (445 S.F.)
-  PARK AREA (1,945 S.F.)



SCALE: 1" = 20'