

**Transit Advisory Committee**  
**Wednesday, June 20, 2018, 5:30 PM**  
**Visalia Transit Center**  
**425 E Oak Ave, Suite 201, Visalia, CA**

## **AGENDA**

**Approx.**  
**Time:**

**ACTIVITY:** Regular Meeting

5:30 p.m. Call to Order, Introductions

5:32 p.m. **Public Comment:** This is the time set aside for the Committee to receive public comment on issues which are not already included as public testimony items on the agenda. Public comment regarding items on the agenda may be open to public comment prior to the committee's discussion of the agenda item and before any action is taken on the agenda item.

The Members ask that comments are kept brief and positive. In fairness to all who wish to speak, each speaker will be allowed three minutes. Please begin your comments by stating and spelling your name and the street you live on.

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### **ACTION ITEMS:**

5:35 p.m. Review & Approval of Minutes from May 2018 Meeting

5:40 p.m. Committee Reappointments and Elections

5:50 p.m. Review Monthly Reports  
Visalia Transit Monthly Report  
MV Monthly Report  
Marketing Report

6:00 p.m. Transit Policy Updates

- Marijuana
- Service Refusal
- Trespass Enforcement Program

6:15 pm July 2018 Council Items

- Ops and Maintenance Landscaping
- Downtown Security Agreement (DRAFT review)

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6:25 p.m. Items of Interest/Request for Future Agenda Items

6:30 p.m. Adjourn General Meeting

**NEXT MEETING TO BE HELD: July 18, 2018 at the Transit Center: 425 E. Oak Avenue, Suite 201, Visalia, CA**

- **Hearing-Impaired:** Call (559) 713-4900 TDD 24 hours in Advance of the scheduled meeting time to request signing services.

- Visually Impaired: If enlarged print or Braille copy is desired, please request in advance of the meetings and services will be provided as soon as possible.

VISALIA TRANSIT WILL PROVIDE FREE DIAL-A-RIDE SERVICE HOME. PLEASE MAKE YOUR RESERVATIONS IN ADVANCE.

*Any written materials relating to an item on this agenda submitted to the Transit Advisory Committee after distribution of the agenda packet are available for public inspection in the Transit Office, 425 E Oak Ave., Suite 301, Visalia CA 93291, during normal business hours.*

**Transit Advisory Committee**  
**Wednesday,**  
**June 20, 2018**  
**Visalia Transit Center**  
**425 E. Oak Avenue**  
**Visalia, CA 93291**

**Action Minutes:**

May 16, 2018

Meeting called to order: 5:30 PM

**MEMBERS ATTENDING:** Chairperson: Glen Stewart (GS), Vice Chairperson: Ed Jones (EJ), Michael Esquibel (ME), Karen Varner (KV), Claudine Sahaguan (CS), Derek Davis (DD), Albert Aguilera (AA) and Jim Runyon (JR)

**MEMBERS NOT PRESENT:** None.

**CITY STAFF PRESENT:** Melody Murch (MM) and Christine Chavez (CC)

**GUESTS:** Tracy Harrell (TH) and Barbara Barns (BB)

**CALL TO ORDER:** Glen Stewart (GS) called the meeting to order and asked all attendees to introduce themselves in seating order.

**PUBLIC COMMENT:** None

**APPROVAL OF APRIL 18, 2018 MINUTES:** Jim Runyon (JR) motioned to approve the minutes as written. The motion was seconded by Albert Aguilera (AA). Motion approved 7-0. (Derek Davis arrived after vote).

**VISALIA TRANSIT MONTHLY REPORT:** Report was provided by Melody Murch (MM) and Christine Chavez (CC). The Monthly Report was accepted by all members; no action was taken.

**MV MONTHLY REPORT:** Report was provided by Christine Chavez (CC). The report was accepted by all members; no action was taken.

**MONTHLY MARKETING REPORT:** Report was provided by Christine Chavez (CC) and accepted by all members; no action was taken.

**TAC ANNUAL REPORT TO COUNCIL:** Glen Stewart (GS) discussed the need to provide an annual report to Council. Melody Murch (MM) provided a list of the action items completed by the committee over the past year for discussion. Member discussed the need for more participation in Transit processes and the possibility of extending the length of regular meetings when appropriate.

**DISCUSSION OF PUBLIC INFORMATION PROCESS FOR AUGUST 4, 2018:** Christine Chavez (CC) discussed the process of public meetings for Transit changes. The TAC will be informed beforehand if the TAC meeting will serve as the Public Hearing for the changes to be implemented on August 4, 2018. The Public Hearing was not scheduled at that time.

**ITEMS OF INTEREST:**

- Glen Stewart (GS) reminded TAC members of the appreciation dinner to be held on May 24<sup>th</sup>, 2018.
- Derek Davis (DD) announced the TAC T-Shirts will cost \$16 each and requested everyone's size.
- Glen Stewart (GS) reminded everyone the new Operations and Maintenance contract is scheduled for approval by Council on June 4, 2018 for those interested in attending.

#### **REQUEST FOR FUTURE AGENDA ITEMS:**

- Melody Murch (MM) will bring the new Marijuana Policy for discussion next meeting.
- Glen Stewart (GS) Reminded the committee that reappointments and Elections will be on the next agenda.

**Meeting was adjourned at 6:25 p.m.**

*Minutes prepared by Melody Murch.*

#### **Committee Attendance (last 12 months)**

Member Name	June 2017	July 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018
Albert Aguilera				A	P	P	P	P	P	P	A	P
Claudine Sahaguan	P	P	P	P	P	A	P	P	A	A	P	P
Derek Davis	P	P	P	P	P	A	A	P	P	P	P	P
Ed Jones	P	P	P	P	P	P	P	P	P	P	P	P
Glen Stewart	P	A	P	P	P	P	P	P	P	P	P	P
Karen Varner	P	P	P	P	P	P	P	P	P	P	P	P
Michael Esquibel	P	P	P	P	P	P	P	P	P	P	P	P

“In order for a commission/committee to meet, conduct business and take action, a quorum must be present. A quorum is generally defined as a majority (one more than half) of appointed members to the particular advisory body.” As such, the Transit Advisory Committee, which has nine appointed positions, must have a minimum of five members present to reach a quorum.

Effective April 1, 2012, excessive absenteeism, which is defined to mean missing three consecutive regular meetings or four regular meetings in a 12 month period, shall constitute resignation of the member and the member shall be considered removed from the advisory board.



## TRANSIT DIVISION MAY 2018 ACCOMPLISHMENTS

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### **Call Center:**

- Call Center staff took a total of 1,822 calls during the month of May. This is 13.81% decrease over the previous year. In addition to taking calls, Greenline staff has been assisting with the transition to Syncromatics by monitoring live bus information for discrepancies, running reports, and assisting customers with accessing and using the new resources.

### **Council Items / RFPs:**

- 5/21/18: Proterra Funding
- 6/4/18: RFP 17-18-35 Award
- 6/18/18: Title VI Plan
- 6/18/18: MV Drug and Alcohol Plan
- 6/18/18: TAC Annual Report
- 6/18/18: Award Charging station construction
- 7/16/18: DAR Purchase award
- 7/16/18: Landscaping Grant
- 7/16/18: TAC Reappointments
- 7/16/18: DTV POA Security Contract
- 7/16/18: NOC Generator install

**ITS Project** – Transit staff continues to educate passengers about the new technology available to them and transition them to automated bus tracking systems. Throughout the month of May, there were 1,089 visits to VisaliaTransit.info, 2,438 text-to-track messages sent, and 3,603 calls made to the IVR system, for a grand total of 7,975 inquiries to passenger information systems (excluding Greenline).

**Marketing** – During the month of May, marketing efforts focused on social media. Social media focused on rider alerts / detours, V-LINE, ongoing Construction, Rider Rewards, Keep Moving Visalia, and Sequoia Shuttle. Rider Rewards vendor giveaways, which continue to be the highest performing posts, reached 7,000 people throughout the month. Combined followers on Facebook, Instagram, and Twitter grew by 187 in May for a total of 15,326 followers across all platforms.

### **Project Updates –**

**Charging Stations** - Construction of the Charging Stations for our new Battery Electric Buses (BEB's) went to Council for award on June 18, 2018. These buses are scheduled for delivery during the week of June 25<sup>th</sup> and a temporary charger is being provided by Proterra for their charging until the permanent charging stations are completed.

**Facility Maintenance** - The Facility Maintenance contract was awarded to RSR, Inc. on May 4, 2018. A portion of this contract was cut and is planned for completion by an Hourly Maintenance Worker. Interviews for this position are planned for Friday, June 22, 2018.

**Generator Install** - Generators were tested on June 14, 2018 and this project is expected to have a notice of Completion approved by Council on July 16, 2018

**Operations RFP (17-18-23)** - This contract has been awarded and work has begun on the turnover maintenance audit RFP. Once the contract is fully executed, Transit Staff will begin working with First Transit on the 3 month transition plan to start July 1, 2018 for a contract start date of October 1, 2018.

**Sequoia Shuttle Service** – The 2018 Sequoia Shuttle season started in May with a total ridership of 626 on the Gateway Shuttle (8 days) and 30,051 passengers within the Park. Various Group trips were successfully completed including the First Day of Service and partnerships with the Parks & Recreation's, Senior Hiking Series, several elementary school groups, and local churches. Marketing materials, including several print ads, blog posts, social media promotions, eBlasts, and digital banner ads, were all produced during the month of May. Combined social media followers across all platforms (Facebook, Instagram, and Twitter) currently total 25,379 which is an increase of 725 from April.

**Short Range Transit Plan (SRTP) Implementation-** Route and Fare changes planned for August 4, 2018 are being finalized. The public hearing will be held in conjunction with TAC in July (on July 18) for the opportunity for the public to comment on route and fare changes.

**TAC Annual Report** - The TAC Annual report was completed by Glen Stewart and submitted for Council acceptance on June 18, 2018.

**Transit Funding –**

- The Transit Operating and Capital Budgets will be brought to Council for adoption in June 2018 along with the full City of Visalia Budget.
- Transit Staff has applied for 5311f funding for both the V-LINE and the Sequoia gateway Shuttle.
- Transit Staff has applied for Low No (FTA 5339c) Grant Funding for the planned purchase of 7 new Battery Electric buses in 2019/20.

**V-LINE** – V-LINE had a total of 1,985 passengers during the month of May, which is a 25.16% increase over the previous year. Marketing efforts included digital ads, travel pre-roll and social media promotions focused on commuting, Fresno State students, and stop locations in Fresno. Social media followers increased by 271 in May and totaled more than 6,016 followers on Facebook, Twitter, and Instagram combined.

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**TRANSIT DIVISION  
MAY 2018 ACCOMPLISHMENTS**

<b>Fixed Route</b>	<b>May-18</b>	<b>May-17</b>	<b>Difference</b>	<b>% Change</b>
<b>Ridership</b>	118,953	118,376	577.00	0.49%
<b>Passengers per Hr.</b>	10.90	10.90	0.05	0.43%
<b>Revenue Hrs.</b>	10,890.90	10,884.90	5.98	0.05%
<b>FY-YTD Ridership</b>	1,305,491.00	1,306,691.00	-1,200.00	-0.09%

<b>Dial-A-Ride</b>	<b>May-18</b>	<b>May-17</b>	<b>Difference</b>	<b>% Change</b>
<b>Ridership</b>	3,446	3,385	61.00	1.80%
<b>Passengers per Hr.</b>	3.00	2.90	0.06	2.16%
<b>Revenue Hrs.</b>	1,167.80	1,171.90	-4.14	-0.35%
<b>FY-YTD Ridership</b>	35,884.00	32,832.00	3,052.00	9.30%

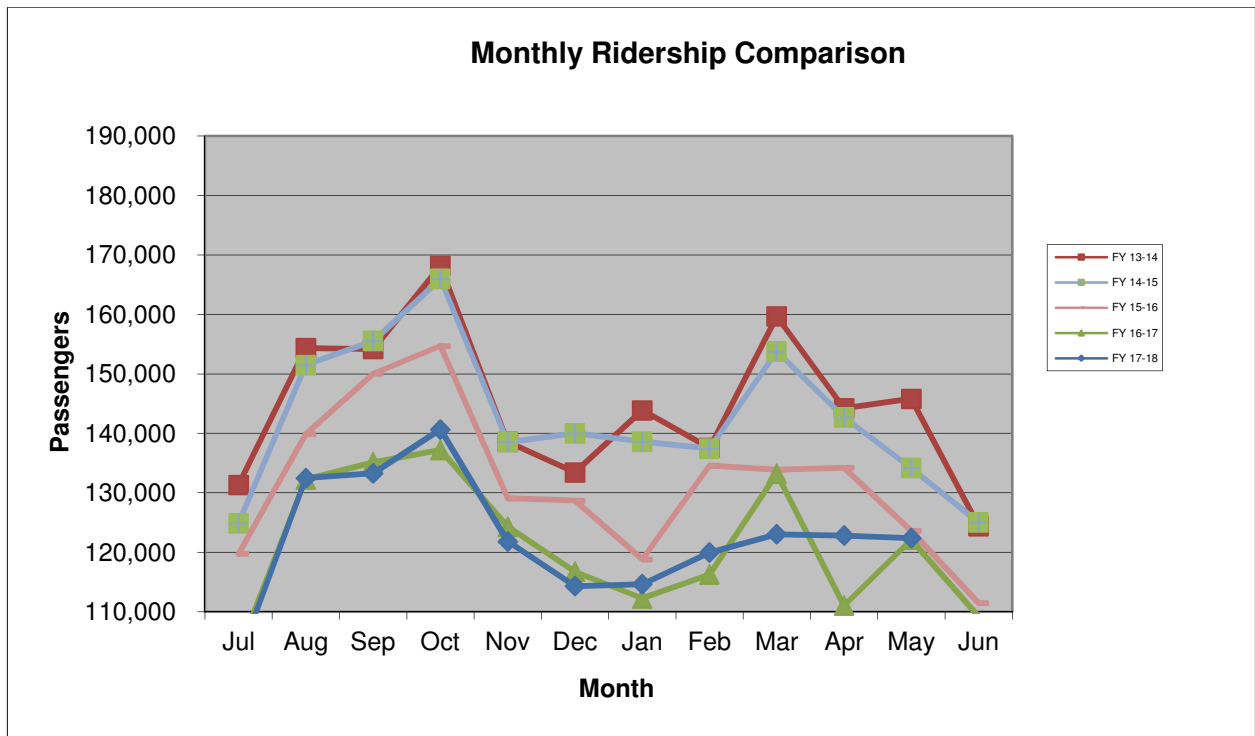
<b>V-LINE</b>	<b>May-18</b>	<b>May-17</b>	<b>Difference</b>	<b>% Change</b>
<b>Ridership</b>	1,985	1,586	399.00	25.16%
<b>Passengers per Hr.</b>	3.80	3.10	0.63	20.08%
<b>Revenue Hrs.</b>	525.50	504.20	21.31	4.23%
<b>FY-YTD Ridership*</b>	25,504.00	16,872.00	8,632.00	51.16%

<b>Sequoia Shuttle</b>	<b>May-18</b>	<b>May-17</b>	<b>Difference</b>	<b>% Change</b>
<b>Route 1: Giant Forest</b>	19,638	32,245	-12,607.00	-39.10%
<b>Route 2: Moro Rock/Crescent</b>	3,355	24,578	-21,223.00	-86.35%
<b>Route 3: Wuksachi</b>	1,046	1,321	-275.00	-20.82%
<b>Route 4: Wolverton</b>	6,012	8,230	-2,218.00	-26.95%
<b>External</b>	626	1,164	-538	46.22%
<b>Season Ridership</b>	30,677	67,538	37,487	55.51%

	<b>May-18</b>	<b>May-17</b>	<b>Difference</b>	<b>% Change</b>
<b>HOP</b>	20.00	21.00	-1.00	-4.76%
<b>Call Center Calls</b>	1,822.00	2,114.00	-292.00	-13.81%
<b>Complaints</b>	22.00	48.00	-26.00	-54.17%
<b>Preventable Accidents</b>	2.00	0.00	2.00	200.00%

<b>Advertisements on Bus</b>	<b>May-18</b>	<b>Sold for 7/17 – 5/18</b>
	11,517.30	173,799.44

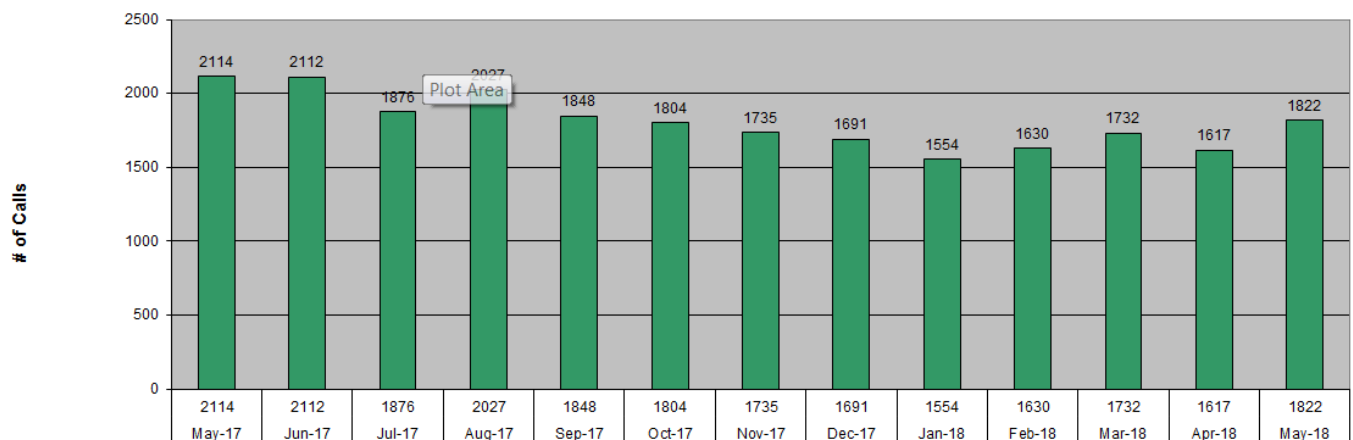
\*Does  
include  
LINE or  
Sequoia  
Shuttle



not  
V-

ridership

### Greenline





*We Provide Freedom™*

## **TAC Report provided by MV Transportation**

**May, 2018**

### **Safety:**

- Safety Meeting was held in May.
  - Topics discussed:
    - Following Distance
    - Customer Service
    - Heat Stress

### **Operations/Maintenance:**

- 5 students have completed their classroom training. We are awaiting word that they have received their permit so we can proceed with the behind-the-wheel training.
- We have had a total of four accidents since our last meeting. There were 10 incidents of passengers falling entering, exiting, or from the seat of the bus.
- Road construction continues to detour Route 6 out of Goshen.
- Road construction continues to delay the Route 12 in Farmersville due to the road widening project.

### **Customer Service:**

- 39 complaints for the month of May
  - Schedule 5
  - Courtesy 16
  - Bus Stop 6
  - Route Concerns 1
  - Safety 8
  - Vehicle 1
  - Other 2
- All complaints during the month of May have been closed out.



## VISALIA TRANSIT

## Monthly Marketing Recap Report

MAY 2018

## FOLLOWERS

	Last Month	This Month	Difference	%
Facebook	13,581	13,737	156	1.2%
Twitter	656	663	7	1.1%
Instagram	902	926	24	2.6%



## Demographic:

Ages 18-64 | 65% Women, 35% Men

Impressions: 197,900

Engagement Rate: 5.37%



## Demographic:

Ages 25-54 | 46% Women, 54% Men

Impressions: 4,586

Engagement Rate: 1.82%



## Demographic:

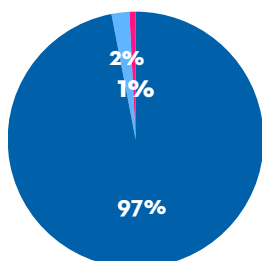
Ages 25-34 | 57% Women, 43% Men

Impressions: 1,608

Total Number of Likes: 154

The top Rider Rewards post in May was a taco giveaway from El Rosal. A video showing how to rack a bike to the bus was the top performing post for May. This post reduced the Facebook advertising cost per click by 10 cents.

## IMPRESSIONS BY PLATFORM



● Facebook  
● Twitter  
● Instagram

TOP MONTHLY VISALIA TRANSIT  
FACEBOOK POST

Visalia Transit

Published by Sprout Social [?] · April 27 ·

Need some help figuring out how to dock your bike? Watch the video below!



Impressions: 40k

Reach: 24k

Engagement: 219

TOP MONTHLY RIDER REWARDS  
FACEBOOK POST

Tacos aren't just for Tuesdays anymore. This week's Rider Rewards giveaway will have you pulling out the chips and salsa. Winner gets \$10 to El Rosal!

To enter to win, 'Like' this post or leave a comment below telling us your favorite kind of taco! To learn more about Rider Rewards, visit [www.visaliarewards.com](http://www.visaliarewards.com).

\*Winner TBD May 29. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.



Impressions: 13k

Reach: 7k

Engagement: 507

## FACEBOOK ADVERTISING

	Budget	Results	Impressions	Cost per Result
April	\$1,719	8,563	190,643	\$0.20
May	\$1,739	17,157	169,825	\$0.10

**V-LINE**

## Monthly Marketing Recap Report

**MAY 2018****FOLLOWERS**

	Last Month	This Month	Difference	%
Facebook	5,301	5,558	257	4.8%
Twitter	153	159	4	3.9%
Instagram	289	299	10	3.5%

**Demographic:**

Ages 18-65+ | 69% Women, 31% Men

**Impressions:** 134,800**Engagement Rate:** 4.85%**Demographic:**

Ages 35-44 | 47% Women, 53% Men

**Impressions:** 4,303**Engagement Rate:** 1.82%**Demographic:**

Ages 25-44 | 53% Women, 47% Men

**Impressions:** 708**Total Number of Likes:** 80**TOP MONTHLY FACEBOOK POST****V-LINE**

Published by Sprout Social [?] · March 12 · 🌐

Where are you headed next? #RideVLINE



Impressions: 3.6k

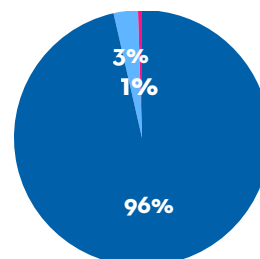
Reach: 2k

Engagement: 89

V-LINE social channels experienced increases in followers across all platforms during May. Due to Facebook algorithm changes in the past few months, pages have been experiencing fewer impressions and engagement and higher Facebook advertising fees. Our team is working to ensure you have engaging content and that your budget is being used to the best of our ability.

**FACEBOOK ADVERTISING**

	Budget	Results	Impressions	Cost per Result
April	\$1,524	4,254	107,897	\$0.36
May	\$1,568	3,693	95,914	\$0.42

**IMPRESSIONS BY PLATFORM**

● Facebook  
● Twitter  
● Instagram





## PROJECTS

### Monthly Marketing Recap Report

**MAY 2018**

## Projects- Visalia Transit, V-LINE, & Misc.

Materials developed in the month of May include:

### Visalia Transit

- Social Media Management
- Social Media Advertising
  - General
  - Rider Rewards
- Social Media Promotions- Rider Rewards Giveaways

### V-LINE

- Fresno State Media Package
- Social Media Advertising (Student)
- Social Media Advertising (Travel)
- Digital Advertising (Travel)
- Social/Digital Ad Creation (Student)
- Social/Digital Ad Creation (Travel)

### Production/Misc.

- How-To Videos (Production)
- Fall 2018 Live & Play Guide 1/2 Page Ad Revision (V-LINE)
- Destination Visalia Magazine Ad Resize
- KMV NEW IP, SSL Certification and Digital Transfer (<https://keepmovingvisalia.com>)





**SEQUOIA SHUTTLE**

## Monthly Marketing Report

**MAY 2018****FOLLOWERS**

	Last Month	This Month	Difference	%
Facebook	23,240	23,941	701	3%
Twitter	371	374	3	0.8%
Instagram	1,043	1,064	21	2%

**Demographic:**

Ages 25-54 | 68% Women, 32% Men

**Impressions:** 323k**Engagement Rate:** 5.2%**Demographic:**

Ages 25-54 | 43% Women, 57% Men

**Impressions:** 2.6k**Engagement Rate:** 1.6%**Demographic:**

Ages 25-54 | 66% Women, 34% Men

**Impressions:** 3K**Engagement Rate:** 6.25%**FACEBOOK ADVERTISING**

	Gross Budget	Results	Impressions	Cost per Result
April	-	-	-	-
May	\$1,500	5,046	250,518	\$0.30

**WEBSITE ANALYTICS**

	Total Page Views	New Users
April	10,284	78.3%
May	21,844	81.6%

**TOP MONTHLY FACEBOOK POST****Sequoia Shuttle**

Published by Sprout Social [?] · May 3 at 11:44am · 🌐

The season begins on May 24—book your reservations today! Opening day round-trip tickets are only \$5. They can be purchased by calling (559) 713-4577, but act fast because they will go quick!  
<https://www.sequoiashuttle.com/reservations/>



Impressions: 73k

Reach: 37k

Engagement: 1.5k

Sequoia Shuttle's 2018 season began on May 24. This post promoted the \$5 first-day ticket deal. With the help of paid advertising, the post garnered more than 73k impressions. Many of the commenters tagged friends and suggested they take the trip!

**E-BLASTS**

Sends	Opens	Clicks	Last Month Newsletter Sign-Ups	This Month Newsletter Sign-Ups
3,717	986	333	83	145

**DIGITAL ADVERTISING**

	Budget	Clicks	Impressions	Cost per Click
April	-	-	-	-
May	\$410	33	21,460	\$12.42



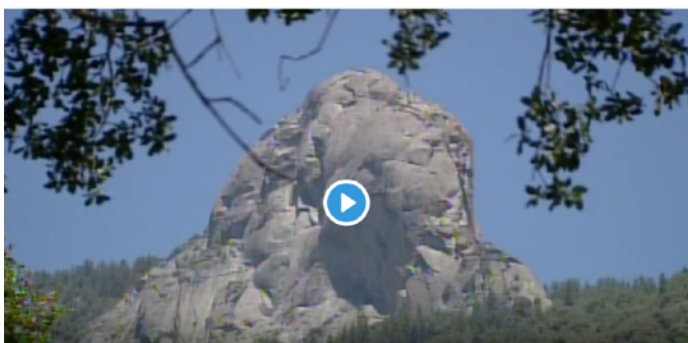
## SEQUOIA SHUTTLE

### Monthly Marketing Report

**MAY 2018**

#### ABC 30 MORNING NEWS

### Sequoia National Park launching 2018 season \$15 shuttle for the South Valley



#### MAY PR:

In May, Sequoia Shuttle had seven total press hits reaching approximately 352,742 people with an estimated media value of \$3,262.82.

The top photo is from the news segment on ABC 30. Gilbert Magallon came to the Visalia Transit Center the morning of the Sequoia Shuttle launch. He spoke with staff and riders and promoted the upcoming season and low ticket costs.

#### OTHER PRESS HITS INCLUDE:

##### The Fresno Business Journal

<https://thebusinessjournal.com/sequoia-shuttle-kicks-off-2018-season/>

##### Lemoore Leader

<http://www.mylemooreleader.com/156644>

##### Visalia Times Delta

<https://www.visaliatimesdelta.com/story/sports/outdoors/pathstopeaks/2018/05/04/sequoia-shuttle-takes-visitors-sequoia-national-park/582273002/>

##### KSEE24 Sunrise Segment

<http://www.yourcentralvalley.com/news/ksee-sunrise/sequoia-shuttle-returns-for-holiday-weekend/1187575442>

##### ABC 30 Morning News Segment

[http://abc30.com/politics/sequoia-national-park-launching-2018-season-\\$15-shuttle-for-the-south-valley/3515969/](http://abc30.com/politics/sequoia-national-park-launching-2018-season-$15-shuttle-for-the-south-valley/3515969/)

#### KSEE24 SUNRISE

### Sequoia shuttle returns for holiday weekend

By: Teresa Sardina



Posted: May 18, 2018 12:27 PM PDT  
Updated: May 18, 2018 12:27 PM PDT



**SEQUOIA SHUTTLE**

## Monthly Marketing Report

**MAY 2018****PROJECTS****Projects-  
Sequoia Shuttle**

Materials developed in the month of May include:

- In-Season Brochure Print Production
- Video Script Writing (3 x :15)
- Video Production (3 x :15)
- Movie Ads Production (Formatting)
- Bus Ad Design Revision
- Bus Ad File Formatting
- Public Relations Outreach
- Influencer Planning/Outreach
- Influencer Itinerary/Management
- Blog Writing/Posting
- Direct Magazine 1/4 Page Ad
- Visalia Times Delta 1/4 Page Ad
- May E-Blast
- Digital Video Ads
- Social Media Advertising
  - General
  - Family-Focus
- Social Media Management





May 16, 2018

TO: All Transit Personnel and Contractors  
COPY: Mario Cifuentez, Deputy City Manager  
FROM: Melody Murch, Interim Transit Manager  
SUBJECT: Marijuana on Transit Property

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Effective January 1, 2018 it became legal to smoke marijuana in private throughout the state of California. After purchase, our citizens have the right to transport their marijuana from the dispensary to their private residence. It remains unlawful to display or use marijuana in public.

In much the same way, our customers are allowed to purchase alcohol and transport it home on our buses, but they are not allowed to open or ingest the alcohol in public or on board a City bus.

Any customer who is opening or displaying marijuana which is in their possession should be asked to please put it away. If a customer refuses this request, the response should be the same as if they have opened a container of alcohol in public or on the bus and refused to put it away. Any such refusal is a matter for the Visalia Police Department to address.

We ask that Visalia Transit be made aware of customers who refuse to follow the law and /or Transit policies while on our property or aboard a City bus. This will allow us to track and investigate any offenses and respond accordingly.

the rider the future opportunity to demonstrate that circumstances have changed and he or she is now able to travel independently, i.e., without an attendant.

From a practical standpoint, some riders with disabilities will need to travel with an attendant to use the service, sometimes permanently. While [§ 37.165\(f\)](#) requires drivers to provide assistance with the use of lifts, ramps, and securement systems (see Circular Section 2.5.1), per [Appendix D](#) to § 37.5 they are not required to provide “attendant services.” This includes assisting with the use of oxygen or other medical equipment, administering medication, or helping with other personal needs. If unable to travel without this level of assistance, riders may need to bring along their own attendant.

## 2.2.6 Prohibition Against Refusing Service Due to Insurance Issues

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### Requirement

“An entity shall not refuse to serve an individual with a disability or require anything contrary to [Part 37] because its insurance company conditions coverage or rates on the absence of individuals with disabilities or requirements contrary to [Part 37]” ([§ 37.5\(g\)](#)).

### Discussion

If an insurer declines to provide liability coverage for required services to individuals with disabilities, a transit agency cannot use this decision as a basis for not providing the required services. This also applies if insurance companies require anything contrary to the regulations. The following examples illustrate possible issues related to insurance:

- A transit agency’s vehicle liability policy does not provide coverage for a driver to help push a rider using a manual wheelchair up the vehicle ramp.
- An insurance company refuses to provide coverage if riders travel with portable oxygen supplies, or classifies this situation as a form of medical transportation and charges higher rates.

In both instances, § 37.5(g) requires the transit agency to provide the required services to riders with disabilities and to refrain from using insurance company stipulations as reasons to deny service. Similarly, an agency cannot require individuals with disabilities to sign liability waivers as a condition of receiving service. For example, if an agency has a mandatory wheelchair securement policy, and a vehicle operator is unable to determine how best to secure a passenger’s wheelchair aboard a bus, the agency may not deny service or require the passenger to sign a waiver in order to ride.

## 2.2.7 Service Denial Due to Rider Conduct

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### Requirement

“It is not discrimination under this part for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual’s disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons” ([§ 37.5\(h\)](#)).

### Discussion

Section 37.5(h) permits transit agencies to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or that individual constitutes a direct threat to others. Overlap among these four thresholds is common and therefore FTA recommends agencies consider them as a unit. Rarely is violent behavior such as physical assault, for

example, not also seriously disruptive, illegal, and a direct threat. Consider another example: a verbal outburst directed at a driver or other passengers may start out as seriously disruptive but become so threatening as to prevent a driver from safely operating the vehicle and, therefore, rise to a direct threat as well.

### Determining Seriously Disruptive Behavior

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It can be especially challenging to assess whether rider behavior rises to the level of “seriously disruptive.” Given that a service refusal can be a denial of a civil right, the threshold for seriously disruptive conduct, like the other denial bases, is an intentionally high standard. A transit agency cannot refuse service to individuals with disabilities solely because their appearance or involuntary behavior may offend, annoy, or inconvenience employees or other riders. As discussed in [Appendix D](#) to § 37.5, “some persons with Tourette’s syndrome may make involuntary profane exclamations. These may be very annoying or offensive to others, but would not be a ground for denial of service.” As another example, many agencies have asked FTA for guidance on serving riders with hygiene issues. It would not be appropriate to refuse service if the situation were merely unpleasant to other passengers or drivers. If the situation disrupts the provision of service, however, grounds for refusing service may exist.

### Determining a Direct Threat

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[Appendix D](#) to § 37.3 explains that transit agencies may refuse to transport individuals who pose a significant risk to the health or safety of others, stating:

The definition of “direct threat” is intended to be interpreted consistently with the parallel definition in the Department of Justice regulations. That is, Part 37 does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment, that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk, the probability that the potential injury will actually occur, and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

Presuming certain conduct will occur based on specific disabilities is not appropriate. For example, it is incorrect to presume all riders with particular psychiatric disabilities will behave in a violent manner that constitutes a direct threat to others. If during the ADA paratransit eligibility process, however, an agency obtains documentation indicating a pattern of violent behavior that likely will recur, or documents an individual’s pattern or practice of violent behavior on its services, this information might be used to deny service or require such an individual to travel with an attendant, following the process in [Appendix D](#) to § 37.3 described above.

FTA emphasizes that the definition of direct threat refers to a direct threat to other individuals and not to the person with the disability.

### Steps to Take Before Refusing Service

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Before refusing service to an individual with a disability, FTA encourages transit agencies to make reasonable attempts to resolve issues with riders or, if appropriate, caregivers or guardians. Often, local disability organizations may be helpful in resolving issues so that individuals do not lose access to vital transportation services. FTA recommends that agencies document the incident or incidents leading to the service denial, substantiating how such an incident rises to the level of seriously disruptive or a direct threat, for example. When possible, FTA also recommends that agencies provide the rider with a written warning before denying service.

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## Right of Individuals to Contest Service Denials

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Access to public transit is a civil right and inherent in any civil right is the opportunity for due process. This means providing an individual who is denied service the opportunity to contest that decision, correct the situation, and resume service. Service refusals cannot be permanent unless an individual continues to pose a direct threat to the health or safety of others. Riders must have the opportunity to subsequently present information to the transit agency, demonstrating that issues have been resolved or presenting options to mitigate any problems, to have service reinstated.

This also means providing a rider required to travel with an attendant the opportunity to appeal such a requirement. As with service refusals, riders have the right to subsequently provide information demonstrating they have addressed the agency's concerns and can now travel without an attendant or propose other solutions that permit them to travel on their own.

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## 2.3 Equipment Requirements for Accessible Service

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### 2.3.1 Using Accessibility Features

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#### Requirement

“The entity shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features required by Part 38 of this title” ([§ 37.167\(e\)](#)).

#### Discussion

It is not enough for a transit agency to have accessibility-related equipment or features. Section 37.167(e) requires that agency employees use the equipment or feature in order to provide accessible service to riders. For example, this means that drivers deploy lifts or ramps when operating accessible vehicles or use the public address system if needed when making onboard stop announcements.

### 2.3.2 Maintaining Accessibility Features

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#### Requirement

“Public and private entities providing transportation services shall maintain in operative condition those features of facilities and vehicles that are required to make the vehicles and facilities readily accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts and other means of access to vehicles, securement devices, elevators, signage and systems to facilitate communications with persons with impaired vision or hearing” ([§ 37.161\(a\)](#)).

“Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature” ([§ 37.161\(b\)](#)).

“This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs” ([§ 37.161\(c\)](#)).

#### Discussion

Section 37.161(a) requires a transit agency to maintain accessibility features in facilities and on vehicles in working condition. When accessibility features are damaged or out of order, § 37.161(b) requires the agency to repair them promptly. The regulations do not state a time limit for making particular repairs,

# City of Visalia

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425 E. Oak Ave., Ste. 301, Visalia, CA 93291



# Transit Division

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Tel: (559) 713-4100 Fax: (559) 713-4815

June 1, 2018

Visalia Police Department  
Trespass Enforcement Program  
[vpd.tep@visalia.city](mailto:vpd.tep@visalia.city)  
559-713-4559

To Whom It May Concern:

The City of Visalia Transit Department has experienced problems with vagrancy and loitering at the Transit Center, located at 425 E Oak Avenue, as well as the two parking lots provided for the use of our patrons located across the street to the west and to the north east. I have provided a map of this property below.

I request that this property, along with its parking lots, be placed on the Visalia Police Department (VPD) Trespass Enforcement Program to enable VPD officers to act on our behalf to enforce any violations which occur on this property when management is not present.

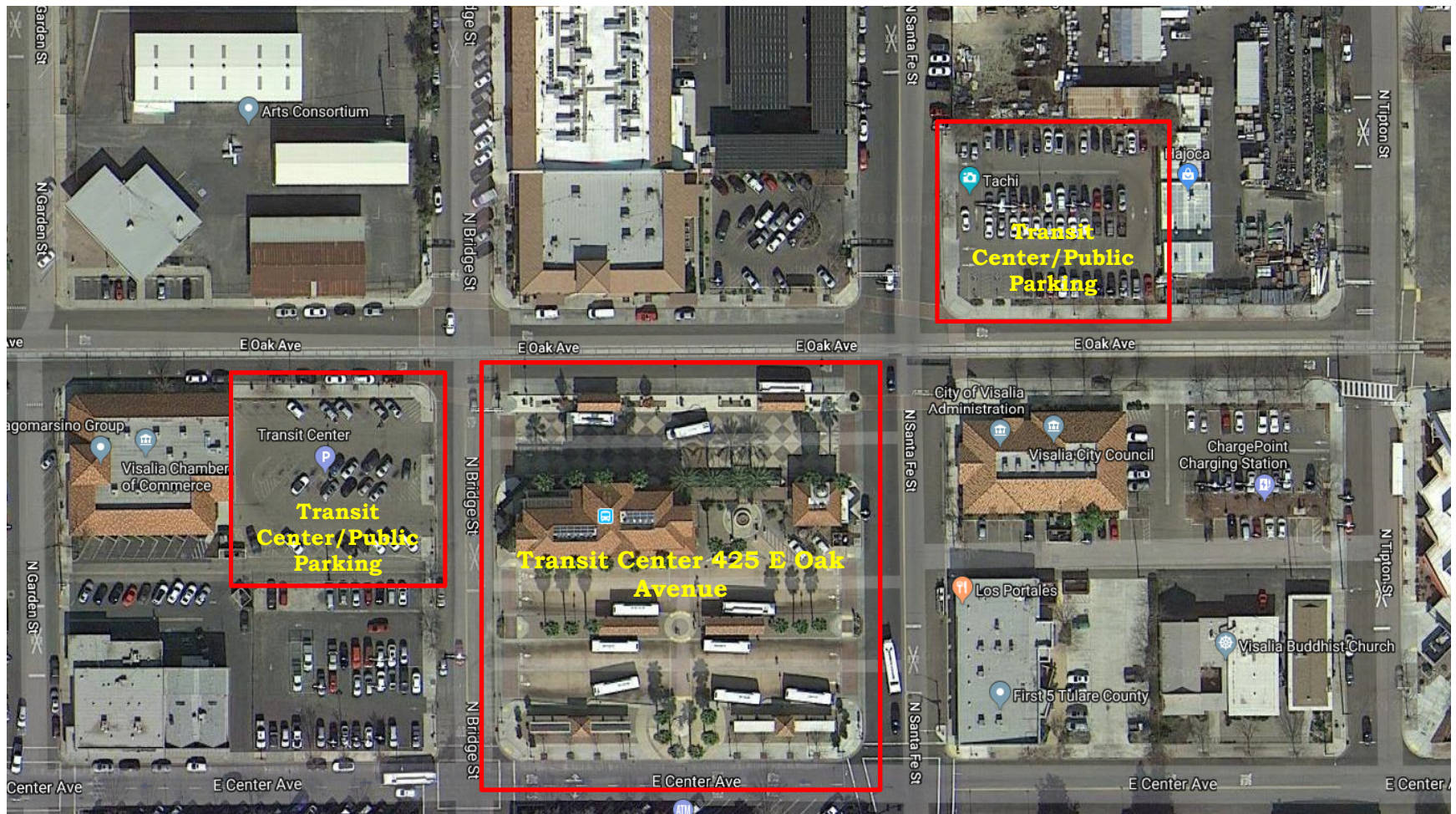
We appreciate your assistance with this matter.

Sincerely,

Melody Murch  
Interim Transit Manager

Attachment: Map of 425 E Oak St and parking location





# City of Visalia

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425 E. Oak Ave., Ste. 301, Visalia, CA 93291



# Transit Division

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Tel: (559) 713-4100 Fax: (559) 713-4815

June 1, 2018

Visalia Police Department  
Trespass Enforcement Program  
[vpd.tep@visalia.city](mailto:vpd.tep@visalia.city)  
559-713-4559

To Whom It May Concern:

The City of Visalia Transit Department has experienced problems with vagrancy and loitering at the Transit Operations and Maintenance Facility, located at 525 N Cain Street. I have provided a map of this property below.

I request that this property be placed on the Visalia Police Department (VPD) Trespass Enforcement Program to enable VPD officers to act on our behalf to enforce any violations which occur on this property when management is not present.

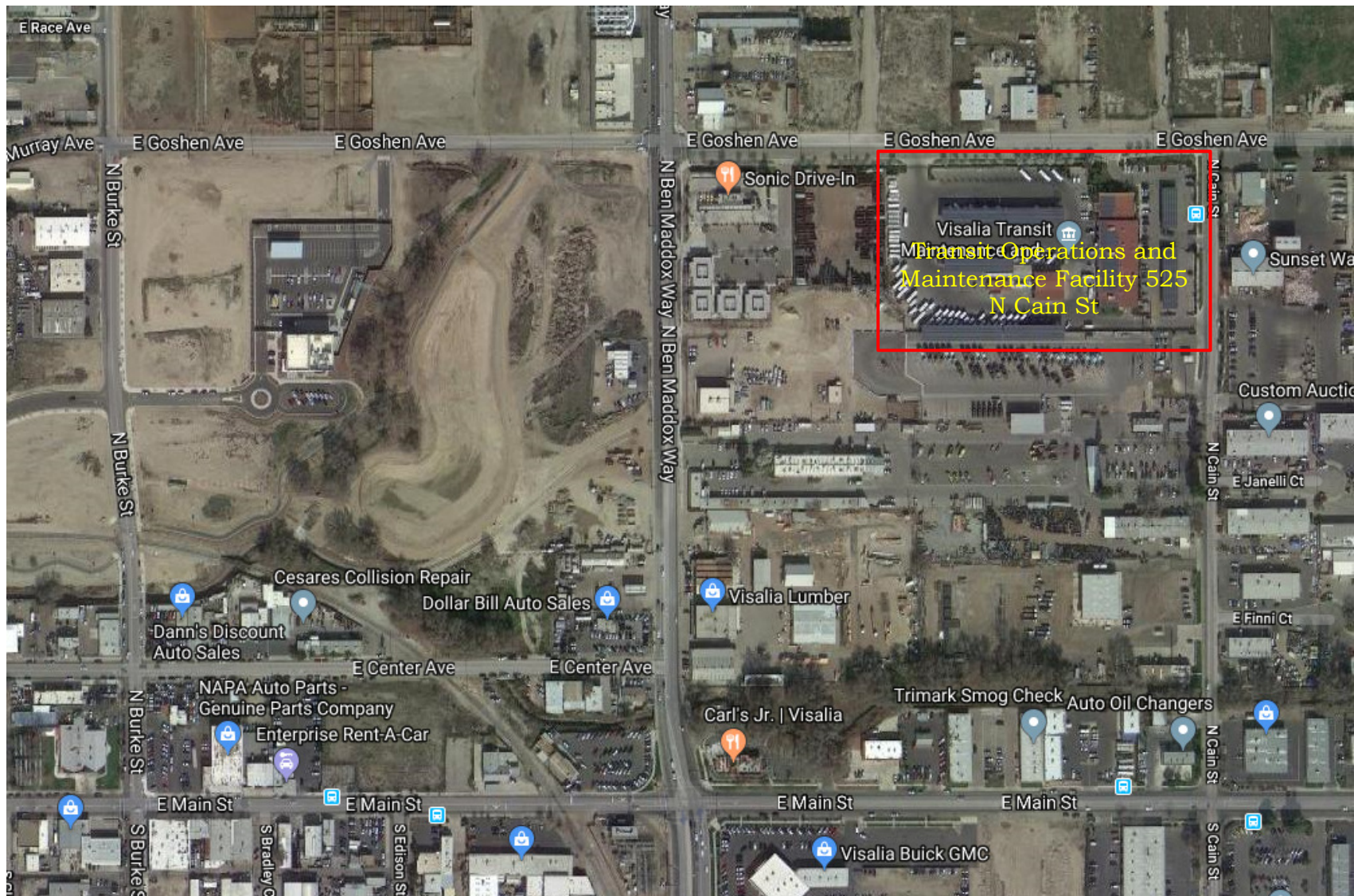
We appreciate your assistance with this matter.

Sincerely,

Melody Murch  
Interim Transit Manager

Attachment: Map of 525 N Cain Street location





# City of Visalia

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425 E. Oak Ave., Ste. 301, Visalia, CA 93291



# Transit Division

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Tel: (559) 713-4100 Fax: (559) 713-4815

June 1, 2018

Visalia Police Department  
Trespass Enforcement Program  
[vpd.tep@visalia.city](mailto:vpd.tep@visalia.city)  
559-713-4559

To Whom It May Concern:

The City of Visalia Transit Department has experienced problems with vagrancy and loitering at the City Administration Building, located at 220 N Santa Fe St Street. This property is owned by the City of Visalia Transit Department and leased to the City for the use of Administration. I have provided a map of this property below.

I request that this property be placed on the Visalia Police Department (VPD) Trespass Enforcement Program to enable VPD officers to act on our behalf to enforce any violations which occur on this property when management is not present.

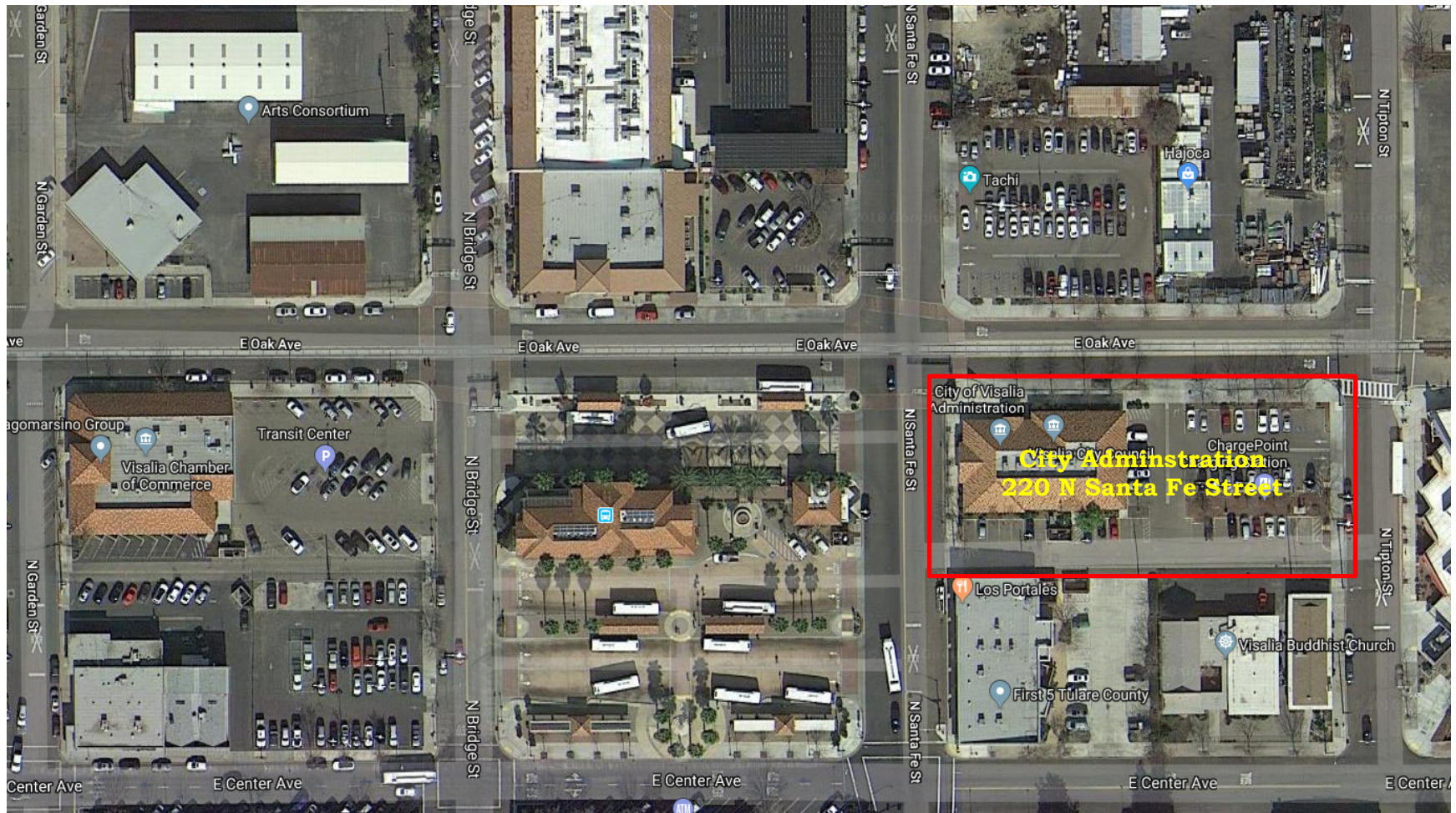
We appreciate your assistance with this matter.

Sincerely,

Melody Murch  
Interim Transit Manager

Attachment: Map of 220 N Santa Fe Street location







## Operations and Maintenance Facility Landscaping













## PROFESSIONAL SERVICES AGREEMENT FOR SECURITY GUARD SERVICES

This Agreement, entered into this **1<sup>st</sup> day of August , 2018**, by and between the City of Visalia, hereinafter referred to as the "CITY", and the Downtown Visalia Property Owners Association, hereinafter referred to as the "CONTRACTOR".

### W I T N E S S E T H

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

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the items of work described as "Scope of Work" attached as Exhibit "A", and hereinafter referred to as the "CONTRACT"; and

WHEREAS, CONTRACTOR is engaged in providing Security Guard Services and is desirous of providing these services for the CITY OF VISALIA TRANSIT CENTER for a fee,

**NOW, THEREFORE**, CITY and CONTRACTOR agree as follows:

### I. SERVICES TO BE PERFORMED BY THE CONTRACTOR

- A. Authorized Scope of Work: The CONTRACTOR agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, for the cost identified in **Exhibit "B" - Contract Fees**.

### II. TIME OF PERFORMANCE

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a 1 year period and shall, at the City's option and with the consent of the CONTRACTOR, be **renewable annually for four (4) consecutive one-year periods** for a total possible contract length of five (5) years. "Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

### III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONTRACTOR agrees to accept, payment as shown in Exhibit "B". This amount shall constitute complete compensation for all services for work identified in Exhibit "A", Scope of Work. No other compensation is authorized by this Agreement without separate written amendment.
- B. Payment of Compensation: The CONTRACTOR shall be compensated no more than monthly, based upon actual fees earned and invoiced to Visalia Transit on a monthly basis. The CONTRACTOR shall be paid no later than thirty (30) days following submission to the City of a written, itemized billing for services actually performed.
- C. Limitation on Compensation Increases: In the event CITY exercises any option year(s) allowed under this CONTRACT, the monthly rate shall be adjusted to no more than the Consumer Price Index (CPI) for each option year, but in no case shall exceed five percent (5%). "CPI" shall mean the change in the annual California CPI as published by the Department of Industrial Relations of the State of California, for All Urban Wage Earners and Clerical Workers, (1982-84=100), "All Items."

#### IV. AUTHORIZED REPRESENTATIVE

- A. Visalia Transit: The Transit Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONTRACTOR: Please provide shall represent and act as principle for CONTRACTOR in all matters pertaining to the services to be rendered by it under this Agreement.

#### V. TERMINATION

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

- A. Termination By Either Party Without Cause: The CITY or CONTRACTOR may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONTRACTOR specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONTRACTOR fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
  2. If the CONTRACTOR fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms, and does not correct such failure within a period of thirty (30) days (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:
1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
  2. Except with respect to defaults of sub-Contractors, the CONTRACTOR shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-Contractor, the CONTRACTOR shall not be liable for failure to perform, unless the services to be furnished by the sub-Contractor were obtainable from other sources in sufficient time and within budgeted resources to permit the CONTRACTOR to meet the required delivery schedule or other performance requirements.
  3. Upon termination, with or without cause, CONTRACTOR will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONTRACTOR exceed the total compensation agreed to herein.
  4. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.

5. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

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

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

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

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

## **VIII. INDEPENDENT CONTRACTOR**

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

## **IX. SPECIFICATIONS**

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

## **X. INDEMNIFICATION AND INSURANCE**

As respects acts, errors, or omissions in the performance of services, CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

- A. CITY agrees to indemnify and hold harmless CONTRACTOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONTRACTOR, their respective officers, directors, partners, employees, contractors or sub-Contractors shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONTRACTOR's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.
- D. Without limiting CITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  - 1. Workers' compensation insurance as required by California statutes.
  - 2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
  - 3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
  - 4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. CONTRACTOR agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia, Visalia, CA 93291.

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

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and

activities of, or on behalf of the named insured, performed under contract with the City of Visalia.”

- G. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above.

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

- H. In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
2. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

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

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

## **XI. NON-DISCRIMINATION**

CONTRACTOR and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

## **XII. MISCELLANEOUS PROVISIONS**

- A. Firearms Prohibited: Guns may not be carried by contractors/vendors/Contractors while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/Contractor is caught carrying a gun, without City permission, their contract will be terminated.
- B. Asbestos and Hazardous Materials: In providing its services hereunder, CONTRACTOR shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the CONTRACT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall

immediately notify CONTRACTOR, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONTRACTOR arising therefrom.

- C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- D. Prohibition of Assignment: Neither the CITY nor CONTRACTOR shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

VISALIA TRANSIT CENTER  
425 East Oak  
Visalia, CA 93291  
Attention: Transit Manager

CONTRACTOR  
Downtown Visalians, Property Owners  
Association  
Attn: Please provide  
120 S. Church St  
Phone: 559-732-7737  
Email:  
Please provide

- G. 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 Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONTRACTOR 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 CITY and the CONTRACTOR.
- I. 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.
- J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- L. 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.
- M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

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

CITY OF VISALIA

CONTRACTOR

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Please Provide

Approved as to Form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Project Manager

Attachments:

- Exhibit "A": Scope of Work
- Exhibit "B": Contractor Schedule of Fees
- Exhibit "C": Map of Transit Property included in contract
- Exhibit "D": Transit Policy

Exhibit "A": Scope of Work

**Transit Center Property Services**

Patrol Personnel

Daily workforce shall consist of one Bike Patrol Officer and supervisor personnel to perform the requirements of the contract. Patrols are based on the following hours; 1 shift per day, 7 days a week, 365 days a year, with limited exceptions which must be authorized by CONTRACTOR. Transit Center Property will be monitored by a Bike Patrol Officer at a minimum of 1 ½ hour intervals Monday through Friday. Saturday and Sunday will be 1 hour intervals.

All personnel working for and hired by the selected Security Company must have qualifications including, but not necessarily limited to, a current certificate(s) specific to private security personnel, following the guidelines of Homeland Security as outlined by the Federal Government and a current California "Guard Card".

Security Company is required to comply with all provisions of the professional services agreement between the security company and the Downtown Visalians Property Owners Association which is incorporated here by reference.

Security Personnel are required but not limited to the following functions when patrolling the Visalia Transit Center properties (Exhibit C):

1. As they apply to the work to be performed under this scope of work, enforce City of Visalia and Transit Center Policies as attached in Exhibit D and as updated and amended by the City of Visalia administration. The City of Visalia will provide all policy amendments and updates to CONTRACTOR in a timely manner.
2. Work with the Visalia Police Department to enforce sections 602 and 647(e) of the California Penal Code respectively prohibiting trespass and lodging without the permission of the owner.
3. Patrol all Transit properties, expelling any unauthorized individuals from the properties which include:
  - a. Transit Center located at 425 E Oak Avenue
  - b. City Administration building 220 N Santa Fe Street
  - c. Parking Lot located at the southwest corner of Bridge Street and Oak Avenue
  - d. Parking Lot located at the northeast corner of Oak Avenue and Santa Fe
4. Incorporate patrol of Transit Center properties into all reports and reporting required by the security company's contract with the Downtown Visalians Property Owners Association.
5. Observe and report to the Visalia Police Department and serve as support for Visalia Police Department as needed or requested by their officers.



Insert Contractor Fee Schedule Here

