

## **FY 2025-26 AGREEMENT BETWEEN THE COUNTY OF SONOMA AND CENTER FOR VOLUNTEER & NONPROFIT LEADERSHIP FOR ADA PARATRANSIT SERVICES**

The following is an Agreement, dated as of July 1, 2025 ("Effective Date"), made and entered into pursuant to the provisions of Section 99400(c) of the Public Utilities Code of the State of California, by and between the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County," and Center for Volunteer & Nonprofit Leadership, a nonprofit corporation, hereinafter referred to as "Center." For purposes of this Agreement, County and Center shall be jointly referred to as "Parties" or "the Parties" and singularly as "Party."

### **RECITALS**

WHEREAS, Center and County wish to provide countywide ADA paratransit services on behalf of the Sonoma County Transit system.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **AGREEMENT**

1. **SERVICES TO BE PROVIDED:** Center agrees to serve as the general Americans with Disabilities Act (ADA) paratransit operator for County and shall assume full responsibility and liability associated with ADA compliance as to such service. Paratransit service operated under this Agreement shall be referred to as "Sonoma County Paratransit", which will operate door-to-door demand-responsive paratransit services to ADA-eligible clients. This service is not meant to replace or compete with other public transportation services and will be coordinated with other providers as applicable.

Center will operate both a van and volunteer auto component which complement each other depending on demand and to obtain maximum operational efficiencies and effectiveness. The scope of services shall include:

- A. **Service Level:** Center shall operate service during the same hours and days as Sonoma County Transit fixed-route service, except on holidays when no fixed-route service is provided (Easter, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day and Labor Day).

It is the goal to offer eligible clients pre-scheduled trips for up to seven days in advance with no trip denials. The budget anticipates the provision of approximately 49,612 hours of service (47,112 paid driver hours, 2,500 volunteer driver hours).

- B. **Area Served:** The area served shall cover, at a minimum, the inter-city and intra-city corridors currently served by Sonoma County Transit throughout the County. This includes inter-city routes between the County's nine incorporated cities and local routes provided within Sebastopol, Rohnert Park, Cotati, Windsor, Healdsburg, Cloverdale, Sonoma Valley communities, and Monte Rio-Guerneville-Rio Nido. Demand responsive services shall serve patrons within 3/4 of a mile on each side of these corridors and as otherwise required by the ADA.

- C. Center shall comply with all ADA requirements and regional requirements established by the Metropolitan Transportation Commission (MTC) as it pertains to the provision of ADA paratransit services. Eligibility for ridership, including that of accompanying individuals, shall be as determined by the ADA and regional MTC requirements including certification from a qualified agency prior to making their first trip request.
- D. Discrimination: No form of discrimination shall be practiced by Center in determining the granting of services to eligible patrons. The system shall operate without preference to the type of trip requested. County residents as well as non-residents shall be eligible for service.
- E. Call Center Services: Center shall provide live telephone services weekdays from 8:00 a.m. to 5:00 p.m. and weekends from 9:00 a.m. to 5:00 p.m. Center shall provide a telephone answering system to record messages during off-hours.
- F. Driver Training and Licensing: Center shall provide drivers with appropriate training to provide safe, courteous, and ADA-compliant transportation. A copy of the training program and quarterly listing of drivers trained or retrained shall be provided to County. Paid drivers shall receive at least one hour of training per month and volunteer drivers must attend at least four training sessions per year to remain eligible as a driver. Center shall ensure that its full-time, paid drivers possess a valid Class C operator's license throughout the term of this Agreement as all vehicles used in revenue service have a seating capacity that does not exceed 9 passengers.
- G. Trip Denial: It is the goal of this Agreement to provide a sufficient level of service such that all paratransit trips requested are provided. In the event a requested trip is denied (for any reason whatsoever) it shall be documented using the form contained in Exhibit "A" and emailed to Sonoma County Transit on the same day, or next business day should such a denial occur on a weekend day. Center shall not limit the number of trips granted to any eligible individual.
- H. Complaints: Complaints lodged to either party will be emailed to the respective party as soon as possible, utilizing the Complaint Form contained as Exhibit "B." Center's publications shall include County's phone number (707) 585-7516 and indicate that complaints may be presented to County at this number.
- I. Waiting Lists and Reservations: The objective of this service is to provide demand-responsive, same-day or next-day services. Center shall focus on providing this type of response but may also offer subscription service up to 50% of the systems' capacity. Subscription services shall be defined as client reservations, on a regularly scheduled basis, taken for a period of up to seven (7) calendar days beyond the date of client's request for service.

Waiting lists are prohibited except for subscription services. If a trip cannot be fulfilled, it must be reported to County as a trip denial. Center shall, however, enforce a trip cancellation policy that requires scheduled clients to give adequate notice when cancellations are necessary, so that replacement trips can be scheduled.

Frequent client cancellations or unannounced cancellations may serve as grounds for eligibility suspension. Center shall inform County of any clients who are alleged to fall under this category.

- J. Coordination: Center shall coordinate with and accept transfers from other surrounding paratransit and fixed-route providers to facilitate expanded client travel options. County will work with Center to facilitate communication between operators in an effort to maximize operational efficiency and passenger convenience.
- K. Record Keeping: Center shall keep proper program records, including any required or requested by any funding or regulatory agency, and make them available for inspection. Records shall include, costs and ridership revenues reports, a description of actual services provided and results obtained. All operating costs must satisfy Transportation Development Act (TDA) eligibility and reporting requirements.
- L. Management: Center shall appoint a full-time Program Manager/Director to oversee, administer and maintain daily operations of services under this Agreement.
- M. Compliance: Center shall comply with all applicable federal, state, and local laws and regulations, including those associated with TDA and State Transit Assistance (STA) programs as they pertain to the provision of public paratransit service. County has relied upon Center's representations regarding its professional ability and training as a material inducement to enter into this Agreement. Center hereby warrants that all its services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that County's acceptance of Center's services shall not operate as a waiver or release.
- N. Safety Program: Center shall provide County with a written safety program that is provided to all Center's volunteers and employees. The safety program shall include safety policies and practices, accident prevention and reporting, and other training materials. Center is required to ensure that all drivers are properly trained and certified (as applicable), participate in the California Department of Motor Vehicles' Employer Pull Notice Program, and conduct driver safety training meetings (monthly for paid drivers, quarterly for volunteer drivers, at a minimum). Center shall actively participate and provide required input, communication and follow-up in accordance with County's federally required Public Transit Agency Safety Plan (PTSAP).
- O. Weekly Meetings: Center's Program Director will meet on a weekly basis to coordinate activities with County's Transit Systems Manager, or designee.

## 2. DUTIES OF COUNTY:

- A. Serve as lead agency in the administration of this Agreement.
- B. Provide up to \$3,027,966 in funding for fiscal year 2025-26.
- C. Make payment in a timely manner as defined in this Agreement for all amounts due under this Agreement.
- D. Prepare and submit to funding agencies the appropriate performance reports.

- E. Assess the continuing need for the described service at least annually and evaluate the effectiveness and quality of services provided.
  - F. Monitor the performance of Center in meeting the terms of this Agreement.
  - G. Provide vehicle fuel, cleaning, and maintenance services at 355 West Robles Avenue, Santa Rosa (Sonoma County Bus Facility) to Center for all County-owned vehicles used in the provision of services under this Agreement.
  - H. Permit use of storage space at 355 West Robles Avenue, Santa Rosa (Sonoma County Bus Facility) for paratransit vehicles used in performance of this Agreement.
  - I. Maintain a client eligibility program.
  - J. Provide a computerized scheduling and dispatching system which shall be owned by County but maintained and operated by Center.
  - K. Meet with Center's Program Manager on a weekly basis to coordinate activities.
  - L. Assist with acquisition of van fleet and provide temporary substitute vehicles if available and subject to additional terms as determined by County.
3. FUNDING FOR AGREEMENT: Center acknowledges that this Agreement is contingent on County obtaining required funds. Up to \$3,027,966 in County Article 8 TDA, STA, and local Go Sonoma funds will be made available, subject to MTC and Sonoma County Transportation Authority approvals. County's and Center's duties under this Agreement are contingent upon award of said funds. No County General Fund monies will be made available under this Agreement.
  4. COMPENSATION AND PAYMENT: Center will be paid an amount based on its operating deficit not to exceed the amounts stated herein. Operating deficit is defined as operating expense less the amount of fare and other non-TDA/STA/Go Sonoma revenues. Operating expense is defined as the actual expenditure for the usual and customary expenses for the administration and operation of the service. Operating expense does not include any expense that is not eligible for reimbursement under the provisions of Section 99400(c) of the California Public Utilities Code and any related rules or regulations.

Up to the amount of the "Base Agreement" level of service described above, the following applies:

By the 15<sup>th</sup> day following the end of a calendar month, Center shall submit a Reimbursement Computation (Exhibit "C") to County for all services provided in the preceding month. A monthly management report containing the required elements contained in Exhibit "D", at a minimum, shall accompany the request for reimbursement, followed by a staff meeting on Thursday of the following week to review the management report and any concerns with the payment request. Monthly payments will be based on a fixed fee of \$80,859 per month and additional variable reimbursement at the rate of \$36.91 per driver-hour of service.

The monthly fixed fee is exclusive of the Center's annual liability insurance premium for ADA paratransit services. Center shall bill separately, by July 25, 2025, for the annual liability insurance costs associated with this Agreement (estimated at \$318,814.)

Reimbursements for services provided under this Agreement shall be paid by County within fourteen (14) days of Center's delivery of an acceptable monthly management report and request for reimbursement as detailed above. Center recognizes that failure to file timely reports may delay payment.

All payments by County will be made in accordance with Sonoma County Board of Supervisors Resolution No. 62627, dated December 19, 1978.

Allowance for authorized additional services beyond the "Base Agreement" are defined in Section 7.

Payment of outstanding requests by Center may be withheld by County if required reports have not been submitted by Center in a complete and timely manner.

5. FARES: Passenger fares shall be collected at the rates set forth in Exhibit "E." Fares are based on criteria allowable under the Americans with Disabilities Act and are tied to Sonoma County Transit's fare structure for similar fixed-route services. Personal care attendants and eligible service animals ride free. Center shall accept County-developed and issued passes in lieu of monetary fare. County will reimburse Center on a monthly basis for all County passes accepted.
6. FAREBOX RECOVERY RATIO: Center and County are expected to satisfy the TDA requirement that at least 10% of the operating cost be obtained from farebox revenues to qualify for the funds. It shall be a goal to obtain a greater than 10% recovery ratio.

Should Center not meet the 10% farebox recovery goal, County may request steps be taken within a reasonable period of time to comply. If County, after an analysis of all services funded through P.U.C. 99400(c) under contract with County, determines that failure by Center to comply will result in a farebox recovery of less than 10% for all services under P.U.C. 99400(c), County may require that Center adjust level of services accordingly such that a 10% recovery ratio can be achieved. All fare revenues shall be applied against operating expenses.

7. ADDITIONAL SERVICES: If additional services are necessary, a contract amendment will be prepared. It is understood that County is free to obtain additional services from sources other than Center if desired.
8. CHANGES IN SERVICE: Changes in service may be proposed by either Center or County. Such proposals will be reviewed by County to determine estimated cost and compatibility with County's overall public transit operations. The proposal will be put into effect only upon a statement in writing approved by representatives of both Parties. Other than as for additional services as permitted above, changes that affect the amount of compensation will require an amendment to this Agreement.
9. EMERGENCY PROCEDURES: In the event of a declared local emergency, upon the request of County, Center shall make transportation resources available to the degree possible for emergency assistance.

Emergency uses of transportation may include evacuation, delivery of food and supplies, transportation of injured and movement of people to food, shelter and medical services. Center may be directed by County to provide staff on a “stand-by” basis that are ready to respond, at any time, during a declared emergency for the above purposes. Emergency and “stand-by” services shall be reimbursed at the hourly rate established in this Agreement. Unforeseen costs, associated with operating during a declared emergency will be reimbursed on an “actual-cost” basis upon documentation of costs and needs.

Costs incurred under this section are considered outside the maximum funding amount of this agreement.

10. CONFLICTING USE: Center shall not use any vehicle, equipment, personnel, or other facilities which are provided by County for performing services under this Agreement for any use whatsoever other than provided for in this Agreement, unless authorized by County Transit Systems Manager.
11. PERIOD OF SERVICE: Center shall provide ADA paratransit services as described herein as Sonoma County Paratransit from July 1, 2025, through June 30, 2026, unless terminated per the Termination provision of this Agreement.
12. REPORTS: Center will furnish County with the following reports:
  - A. A monthly management report will accompany the monthly payment request (Exhibit "D"). This report shall include Monthly Report - Summary Operating Data and a management review of performance indicating problems encountered and solutions considered, pertinent critiques and evaluation of system and service, training conducted, trends developing, staffing changes, budgetary concerns or other matters of importance. Performance measures shall be reviewed and a geographic presentation on where passenger ridership is occurring. This report will serve as basis for monthly meeting between Center and County staff.
  - B. Delivery of Trip Denial Forms (Exhibit "A") and Passenger Complaint Forms (Exhibit "B") as occurrences develop.
  - C. Center shall provide County copies of all incident and accident reports.
  - D. Any special report requests of County such as patronage by time of day, daily trip reports, log of trip cancellations along with reasons, or other sampling surveys.
  - E. Copies of quarterly staffing report (Exhibit "F").
  - F. Driver trainer and driver certificates.
  - G. Provide quarterly drug and alcohol testing reports for the three-month period preceding September 30, December 31, March 31 and June 30. These reports are required, in addition to, an annual drug and alcohol testing report as detailed in Section 44.
13. INSURANCE: With respect to performance of work under this Agreement, Center shall maintain and shall require all its subcontractors to maintain insurance as described below:

- A. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."

- B. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$2,000,000 combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. "The County of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
2. "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."
3. "The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by County."
4. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."

- C. Automobile Liability Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"The County of Sonoma, its officers and employees, is named as additional insured for liability arising out of the ownership, maintenance, use, loading or unloading of an automobile in the performance of this agreement."

The insurance provided to County is primary and non-contributory with respect to any insurance or self-insurance program maintained by County.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Transportation and Public Works."

- D. Automotive Physical Damage Insurance. Comprehensive and Collision insurance covering all transit vehicles provided by County under this agreement. Such coverage shall include a Loss Payable endorsement in favor of County. Center shall be responsible for payment of any deductible applicable to this insurance.

E. Documentation. The following documentation shall be submitted to County:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
2. Signed copies of specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
3. Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.
4. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

F. Policy Obligations. Center's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

G. Material Breach. If Center, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from Center resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Center, County may deduct from sums due to Center any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

14. VEHICLES: County will provide Center with transit vehicles necessary to operate these services. Any vehicles provided by County shall be owned by County but controlled by Center. When not in use by Center, vehicles will be made available to County for maximum use of this resource.

Center shall be responsible for any physical damages to said vehicles while under its control. Within 24 hours, Center shall provide copies of all vehicle accident reports to County's maintenance contractor and other designated County persons. Center shall be responsible for completing a Daily Bus Report (DBR) for each vehicle operated by Center under this Agreement. Completed DBRs shall be returned to County's dispatch office at the completion of each work shift.

Center shall only use such vehicles for purposes defined in this Agreement. It is understood that failure of Center to operate County vehicles as defined in this Agreement may result in the return and denial of further use of County vehicles. Return of vehicles to County shall be made in accordance with the provisions of a written demand presented by County.

15. ASSIGNMENT AND SUBCONTRACTING: None of the Parties hereto shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented in writing. No subcontracting of service delivery is permitted.



16. STATUS OF CENTER: The Parties intend that Center, in performing the services hereunder specified, shall act as an independent contractor and shall have control of the services and the manner in which it is performed. Center is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees.
17. MUTUAL INDEMNITY: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation action, disability benefit acts, or other employee benefit acts.
18. BREACHES AND DISPUTES:
- A. Disputes - Disputes arising in the performance of this Agreement that are not resolved by agreement of the Parties shall be decided in writing by County Transit Systems Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy Center mails or otherwise furnishes a written appeal to County's Director of Transportation and Public Works. In connection with any such appeal, Center shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County's Director of Transportation and Public Works shall be binding upon Center and Center shall abide by the decision.
  - B. Performance During Dispute - Unless otherwise directed by County, Center shall continue performance under this Agreement while matters in dispute are being resolved. Center acknowledges that County, in executing this Agreement, is relying on Center as part of compliance with applicable ADA requirements.
  - C. Claims for Damages - Should either Party to the Agreement suffer injury or damage to person or property because of any act or omission of the Party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within a reasonable time after the first observance of such injury of damage.
  - D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between County and Center arising out of or relating to this Agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within the State of California.
  - E. Rights and Remedies - The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by County shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. TERMINATION:

- A. Termination for Convenience: At any time, and without cause, County or Center shall have the right to terminate this Agreement by giving one hundred and twenty (120) days written notice to the other party. In the event of such termination, County shall pay Center for services rendered to the date of termination.
- B. Termination for Default: If Center fails to perform services specified in this Agreement or to comply with any provision of this Agreement, County may terminate this Agreement. Termination shall be effected by serving written notice of termination by County on Center, setting forth in detail the Center default. Center will only be paid for services and supplies delivered and accepted as performed in the manner set forth in this Agreement, and subject to the rates and amounts stated herein.

If it is later determined by County in its reasonable discretion that Center had an excusable reason for not performing, such as a strike, fire, or other events not the fault of or are beyond the control of Center, County, after setting up a new delivery of performance schedule, may allow Center to continue work or treat the termination as a termination for convenience.

- C. Opportunity to Cure: In the case of a termination for breach or default, County, in its sole discretion, may allow Center a set period of time, depending on default, in which to cure the defect. In such case, the notice of termination will specify, in detail, the manner of default or breach, the actions required to cure said default or breach, and will state the time period in which cure is permitted and other appropriate conditions. If a satisfactory remedy is not reached within the time period, County shall have the right to terminate without further obligation to Center. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Center and its sureties for said breach or default.
- D. Waiver of Remedies for Any Breach: In the event that County elects to waive its remedies for any breach or default by Center of any covenant, term, or condition of this Agreement, such waiver by County shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

20. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery or by U.S. mail or courier service. Notices, bills and payments should be addressed as follows:

COUNTY: Sonoma County Transit  
Attention: Transit Systems Manager  
355 West Robles Avenue Phone: (707) 585-7516  
Santa Rosa, CA 95407

CENTER: Center for Volunteer & Nonprofit Leadership  
Attn: CEO  
1 McInnis Parkway, Suite 175 Phone: (415) 448-0300  
San Rafael, CA 94903

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

21. MERGER: This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
22. RIGHT TO MONITOR AND AUDIT: County and its agents, and the regional governments shall have the right to monitor and audit all work performed under this Agreement. County will assess Center's performance on a quarterly basis per performance standards contained in Exhibit "H" of this Agreement.

County will notify Center in writing within thirty (30) days of any potential exception(s) discovered during such examination. Where such findings indicate that program requirements are not being met and funding agency participation in this program may be imperiled, such written notification will constitute County's intent to terminate this Agreement in the event that corrections are not accomplished by Center within sixty (60) days, or sooner if specified and depending on the urgency of the exception.

Center shall provide County within 120 days of the termination of this Agreement an unaudited statement of actual revenues and expenditures by budget item as defined in Exhibits "C" and "D."

Audits must comply with Transportation Development Act requirements and with Standards for Audit of Government Organizations, Programs, Activities, and Functions.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:
  - A. County and Center acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to County, Center, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
  - B. Center agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
24. NONDISCRIMINATION: The following requirements apply to the underlying Agreement:
  - A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and

federal transit law at 49 U.S.C. § 5332, Center agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Center agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, Center agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. Center agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Center agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CENTER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Center agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Center agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Center agrees to comply with any implementing requirements FTA may issue.

C. Center also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected Parties.

25. RETENTION OF RECORDS: County and Center agree to retain all documents relevant to this Agreement for four years from the termination of the Agreement or until all federal/state audits are complete for this fiscal year, whichever is later. Upon request, Center shall make available these records to County, state, or federal government personnel.

26. ACCESS TO RECORDS: The following access to records requirements apply to this Agreement:
- A. Center agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Center which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Center also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Center's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
  - B. Where County is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 633.17, Center agrees to provide County, the FTA Administrator or his authorized representatives access to Center's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
  - C. Where County enters into a negotiated agreement for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 19.48, Center agrees to provide County, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Center which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
  - D. Where any purchaser which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into an agreement for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, Center shall make available records related to the agreement to County, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
  - E. Center agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - F. Center agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Center agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
  - G. FTA does not require the inclusion of these requirements in subcontracts.

27. PRIVACY ACT: The following requirements apply to CENTER and its employees that administer any system of records on behalf of the federal government under any agreement:
- A. Center agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Center agrees to obtain the express consent of the federal government before Center or its employees operate a system of records on behalf of the federal government. Center understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
  - B. Center also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.
28. COMPLIANCE WITH LAWS AND REGULATIONS: Center shall comply with any federal, state, and local laws and regulations or requirements of funding agencies such as FTA drug and alcohol testing, Americans with Disabilities Act, DMV Pull-Notice System for Drivers, and any other matters that impact eligibility for funding, risk exposure, safety, or other relevant area of endeavor.
29. PERFORMANCE: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may, in writing demand adequate assurance of due performance and until he receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. Commercially reasonable includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with Parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
30. CONFLICT OF INTEREST: Center covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Center further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Center shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Center's or such other person's financial interests.
31. CONFLICT OF TRANSPORTATION INTERESTS: Center shall not divert any revenues, passengers, or other business from County's project to any other transportation operation of Center.

32. EXECUTION OF AGREEMENT: This Agreement shall not come into effect unless duly executed by County and Center.
33. 13(C) OBLIGATIONS: Center acknowledges that County is obligated, under the terms of certain capital assistance agreements with the federal government, to ensure that employees of Center are afforded certain labor protections per 49 U.S.C. section 5333(b) and U.S. DOL guidelines at 29 CFR Part 215. A copy of those labor protective arrangements is attached hereto as Exhibit "G" and incorporated herein by reference. Center agrees to comply with such labor protective requirements during the term of this transit service agreement, and any extension thereof. Center further agrees to take no action which would adversely impact its employees, during the term of this Agreement, in a manner which would cause 13(c) financial obligations to said employees. In the event such adverse impact is considered reasonable or unavoidable by Center, Center agrees to consult with County, to take reasonable steps to avoid or mitigate any adverse impacts and assume financial responsibility.

Center shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of Center that are not specifically directed by County. In addition, Center shall cooperate with County (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes for which County has responsibility.

Center shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against County or take any action which is contrary to the interests of County under 13(c) or its 13(c) agreements relating to the termination of services under this Agreement, any future transition from Center to another service provider, or any other action or event relating to this Agreement. If Center fails to comply with this obligation, Center shall be financially liable for all costs incurred by County (including attorney's fees) associated with any 13(c) claims or delays in the receipt of federal grants.

34. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: Center agrees to serve as a general paratransit and ADA provider for County and shall assume full responsibility and liability associated with ADA compliance within the limits defined by this Agreement including Section 17 ("Mutual Indemnity," above). Any trip denials or other grievances shall be referred to County Transit Systems Manager within 24 hours after receipt on the same day or next business day such trip denial or grievance occur on a weekend day.

Center shall operate fully accessible paratransit services including wheelchair-loading devices, tie downs, communication systems, training, and related ADA requirements for paratransit providers and as defined in the scope of services outlined in Section 1 of this Agreement. County will assume no liability for failure by Center to satisfy these requirements. County has entered this Agreement with the understanding that Center will make every effort to fully comply with the ADA based on the resource limits established by this Agreement.

35. MODIFICATION OF AGREEMENT: This writing constitutes the entire agreement between the Parties relative to the subject matter of this Agreement and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both Parties to this Agreement. There are no understandings, agreements, or conditions with respect to the subject matter of this Agreement except those contained in this writing.

36. DISADVANTAGED BUSINESS ENTERPRISE: Center agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the project:
- A. Center agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
  - B. Center agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third Party Agreement, or subagreement supported with federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. Center agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with federal assistance derived from the U.S. DOT. Center's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to Center of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*
37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -- LOWER-TIER COVERED TRANSACTION:
- A. The prospective lower-tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" (as defined at 49 CFR 29.105[p]) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - B. When the prospective lower-tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.
38. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT): Center agrees to comply, and assures the compliance of each third party contractor and subcontractor at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," within 49 C.F.R. Part 29.
39. LOBBYING: Center shall certify compliance with 49 CFR Part 20 as detailed in Exhibit "H"-Certification Regarding Lobbying.
40. LOBBYING RESTRICTIONS: Center agrees to:
- A. Refrain from using federal assistance funds to support lobbying,
  - B. Comply and assure the compliance of each third party contractor at any tier and each subcontractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.



- C. Comply with federal statutory provisions to the extent applicable prohibiting the use of federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.
41. CHARTER BUS REQUIREMENTS: Center agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
42. SCHOOL BUS REQUIREMENTS: Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
43. DRUG AND ALCOHOL TESTING:
- A. Center agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Center agrees further to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports before March 15 to COUNTY Transit Systems Manager and FTA Office of Safety and Security. To certify compliance, Center shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- B. Center agrees to comply with the following federal substance abuse regulations:
1. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.*
  2. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. Center agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Center agrees further to certify annually its compliance with Part 655 before February 15 and to submit the Management Information System (MIS) reports before February 15 to Transit Systems Manager, 355 West Robles

Avenue, Santa Rosa, CA 95407. To certify compliance Center shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

3. Comply with USDOT updated Drug and Alcohol Testing Regulation (49 CFR Part 40), effective January 1, 2018.

44. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

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

45. ENERGY CONSERVATION: Center agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

46. CLEAN WATER:

- A. Center agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Center agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Center also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

47. CLEAN AIR:

- A. Center agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Center agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Center also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

48. RECYCLED PRODUCTS: To the extent applicable, Center agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

49. INCORPORATION OF FTA 4220.1E TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Center shall not perform any act, fail to perform any act, or refuse to comply with any County of Sonoma request, which would cause County to be in violation of the FTA terms and conditions.

50. FEDERAL CHANGES: Center shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (10) dated October, 2003), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Center's failure to so comply shall constitute a material breach of this Agreement.

51. TERMINATION FOR NON-APPROPRIATION: County may terminate this Agreement at any time, upon giving Center thirty (30) days written notice, for any of the following reasons:

- A. County has exhausted all funds legally available for payments to become due under this Agreement;
- B. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to County;
- C. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year.

52. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS: The Center shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Center or subcontractor in the

event of a dispute involving late payment or nonpayment by the Center or deficient subcontract performance or noncompliance by a subcontractor.

53. Statutory Compliance/Living Wage Ordinance. Center agrees to comply, and to ensure compliance by its sub-consultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Center expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
54. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.
55. PERFORMANCE STANDARDS: County is accountable to its funding agencies who demand that performance standards be established, monitored, and evaluated to assure maintenance and improvement of productivity and the best delivery of service for the tax dollars provided.

Center shall be accountable for and assist in reporting and operating in a manner that satisfies the following performance standards as outlined in Exhibit "G."

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CENTER FOR VOLUNTEER  
& NONPROFIT LEADERSHIP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF SONOMA:**

By: \_\_\_\_\_  
Director, Department of Public Infrastructure  
under authority granted by the Board of  
Supervisors

**APPROVED AS TO FORM FOR COUNTY:**

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

**CERTIFICATES OF INSURANCE ON  
FILE WITH THE DEPARTMENT:**

By: \_\_\_\_\_  
Director or Designee

Date: \_\_\_\_\_