

**AGENDA**  
**Tulare County Regional Transit Agency**

**May 17, 2021, 3:00 p.m.**

**Tulare County Board of Supervisors Chambers**  
**2800 West Burrel Avenue**  
**Visalia, CA 93291**

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to the Governor's Executive Order N-29-20 (March 17, 2020), available at: <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>

**Zoom Meeting | Direct Link:** <https://bit.ly/2Zt4BQY>

**Toll Free Call in:** (888) 475-4499 | **Meeting ID:** 744 710 0343 | **Passcode:** 82243742

**Call in only instructions:** Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact the Tulare County Association of Governments ("TCAG") office at 559-623-0450 at least 3 days prior to the meeting. Any staff reports and supporting materials provided to the Board after the distribution of the agenda packet are available for public inspection at the TCAG office.

- I. CALL TO ORDER, WELCOME, AND ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT**

**NOTICE TO THE PUBLIC**  
**PUBLIC COMMENT PERIOD**

At this time, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCRTA but not appearing on this agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Speakers are requested to state their name(s) and address(es) for the record.

**IV. COMMITTEE REPORTS:**

- a. Executive Director Search Ad Hoc Committee
- b. Policy Committee
- c. Finance Committee
- d. Technical Operations Committee

**V. CONSENT CALENDAR ITEMS:**

**Request Approval of the Consent Calendar Action Items V-A through V-C.**

- A. Action: Approve Minutes of April 19, 2021 (Pages 01-04)
- B. Action: Approve Meeting Schedule for the Remainder of 2021 (Pages 05-06)
- C. Action: Adoption of Resolution: Approval of Memorandum of Understanding (MOU) for the Los Arroyos 1 Affordable Housing and Sustainable Communities Grant Application between Self Help Enterprises (SHE), City of Farmersville, Tulare County Association of Governments (TCAG), and the Tulare County Regional Transit Agency (TCRTA) (Pages 07-14)
- D. Information: Regional Fare System Deployment Update (Pages 15-16)
- E. Information: Implementation Update (Pages 17-18)
- F. Information: All About Transit Collected Clippings (Page 19-20)

**VI. ACTION AND INFORMATION ITEMS:**

- A. Action: Authorization to Revise Low Carbon Transit Operations Program (LCTOP) Scope of Work (Pages 21-22)
- B. Action: Adoption of Resolution: Approve Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and City of Woodlake (Pages 23-40)
- C. Action: Adoption of Resolution: Approve the Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and the City of Porterville (Pages 41-48)
- D. Action: Adoption of Resolution: Approve Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and the City of Dinuba (Pages 49-68)
- E. Action: Adoption of Resolution: Approve the Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and the City of Tulare (Pages 69-88)
- F. Action: Adoption of Resolution: Adoption of the Fiscal Year 2021 – 2022 Budget (Pages 89-92)

**VII. OTHER BUSINESS:**

- a. Information: Items from Staff
- b. Information: Items from Board Members
- c. Request from Board Members for Future Agenda Items

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**3:45 P.M. – TIMED ITEM**

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**VIII. CLOSED SESSION:**

It is the intention of the Board to meet in closed session concerning:

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT CONSIDERATION AND POSSIBLE  
APPOINTMENT (Government Code Section 54957)

FOR THE POSITION OF: EXECUTIVE DIRECTOR

The Board may meet in a continuous closed session each business day on this topic beginning immediately upon recess of the open portion of this meeting up to and including May 24, 2021 to deliberate on possible appointment.

**IX. ADJOURN:**

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, June 21, 2021 at 3:00 p.m. in the Tulare County Board of Supervisors Chambers, 2800 W. Burrell Avenue, Visalia, CA 93291.

**TULARE COUNTY REGIONAL TRANSIT AGENCY**

**BOARD OF DIRECTORS**

**ALTERNATE**

**AGENCY**

Kuldip Thusu	Armando Longoria	City of Dinuba
Steve Garver	Dave Hails	City of Exeter
Greg Gomez – Vice Chair	Tina Hernandez	City of Farmersville
Ramona Caudillo	Hipolito Cerros	City of Lindsay
Monte Reyes	Milt Stowe	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Florencio Guerra Jr	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare

**EX OFFICIO MEMBERS**

Georgina Cardenas, CalVans

**AD HOC & SUBCOMMITTEES**

**AD HOC –EXECUTIVE DIRECTOR SEARCH**

**POLICY COMMITTEE**

Greg Gomez	Jose Sigala
Eddie Valero	Monte Reyes
Jose Sigala	Eddie Valero

**TECHNICAL OPERATION COMMITTEE**

**FINANCE COMMITTEE**

Greg Gomez	Kuldip Thusu
Armando Longoria	Monte Reyes
Eddie Valero	Rudy Mendoza

**TCRTA STAFF**

**OFFICE INFORMATION**

\*The TCRTA is temporarily receiving support from the Tulare County Association of Governments.

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**Tulare County Regional Transit Agency**

**Minutes @ 1 °**

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**April 19, 2021, 3:00 p.m.**

**Members Present:** Thusu, Gomez, Caudillo, Reyes, Sigala, Valero  
**Members Absent:** Mendoza  
**Alternates Present:**  
**Staff Present:** Ted Smalley, Elizabeth Forte, and Rich Tree  
**Counsel Present:** Jeff Kuhn

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**1. CALL TO ORDER**

Chair Sigala called the meeting to order at 3:18 p.m.

**3. PUBLIC COMMENT**

Public comments opened/closed at 3:20 p.m. No public comments received.

**4. ADMINISTER OATH OF OFFICE TO DIRECTORS**

Mr. Smalley stated that all present members had previously taken the oath of office, therefore the oath would not need to be administered.

**CONSENT CALENDAR ITEMS:**

**5. APPROVE MINUTES OF MARCH 15, 2021**

Upon motion by Member Valero and seconded by Member Gomez the Tulare County Regional Transit Agency unanimously approved the Consent Calendar Action Item 5.

**6. INFORMATION: TCRTA GRANT MANAGEMENT AND RELATED ACCOUNTS**

**ACTION AND INFORMATION ITEMS:**

**7. INFORMATION: DRAFT MEMORANDUM OF UNDERSTANDING FOR TRANSIT SERVICE AND SERVICE TRANSFER UPDATE**

Mr. Tree explained that in accordance with the Joint Powers Agreement staff had completed the member agencies draft MOUs for public transportation services. Mr. Tree outlined the activities and topics covered by the proposed MOUs. Mr. Tree stated that staff's expectation would be that by July 1, 2021 TCRTA would assume transit services for member agency's: Cities of Dinuba, Tulare, and Woodlake; and by July 2022 the remaining agencies would be assumed in alignment with the expiration of 3<sup>rd</sup> party agreements.

**8. INFORMATION: EXECUTIVE DIRECTOR SEARCH UPDATE**

Ms. Forte stated that the ad hoc committee met briefly, and staff are working to possibly have a candidate for the board to interview next month.

**9. INFORMATION: IMPLEMENTATION UPDATE**

Mr. Tree reported that work had been underway to draft the MOUs for the 21/22 budget and work plan and he hoped to bring the draft for review to the next board meeting.

**10. INFORMATION: REGIONAL FARE SYSTEM DEPLOYMENT UPDATE**

Mr. Tree provided an update on the Cal-ITP trip planning information system that would provide real time updates to riders. He also highlighted Cal-ITP contactless payment system that could be added in the future and what cooperation in this system would require. Discussion ensued regarding possible models and demo presentations of the system.

**11. INFORMATION: FREE FARE DISCUSSION**

Mr. Tree discussed Low Carbon Transit Operations Program (LCTOP) and stated that Tulare County was taking the lead in the Fare Free Program; estimating that 230,000 passenger trips would be given free starting July 1<sup>st</sup>. Mr. Tree highlighted COS student pass program and expressed the need to open that up to other colleges in the region. HHSA free transportation to thousands who are in need is another example of a very successful partnership. Discussion ensued regarding a potential pilot program s, incentives to the driving population, and possible funding options.

**12. INFORMATION: TRANSIT PLANNING UPDATE**

Mr. Tree reported that work to draft a Short Range Transit Plan (SRTP) covering the period of 2022-2027 had been underway, setting a path forward for the next five years. Mr. Tree highlighted SRTP goals and objectives, stating that development of a zero emissions bus rollout plan would be included. He further discussed national Rural Transit Assistance Program (RTAP) and planning for improving critical needs and funding to support rural and tribal transit providers.

**13. COMMITTEE REPORTS:**

- a. Executive Director Search Ad Hoc Committee
- b. Policy Committee
- c. Finance Committee
- d. Technical Operations Committee

Chair Sigala provided an overview of the consolidated meeting that was held and stated that the format of combining the subcommittees was very helpful. Chair Sigala reported that the ad-hoc committee recently had met to discuss where things were at with the process to hire an Executive Director for TCRTA

**14. INFORMATION: ALL ABOUT TRANSIT: COLLECTED CLIPPINGS**

Chair Sigala appreciated the information provided and encouraged others to check them out.

**15. OTHER BUSINESS**

- a. Information: Items from Staff.  
None
- b. Information: Items from Board Members.  
None
- c. Request from Board Members for Future Agenda Items.  
Member Valero requested that Engie provide a presentation on transit operations.  
Member Thusu mentioned that it would be nice to have Cite Logic come and provide a presentation as well.  
Chair Sigala requested that the handbook for members should be brought forward for review.

**16. ADJOURN**

The meeting adjourned at 4:29 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, May 17, 2021 at 3:00 p.m. in the Tulare County Board of Supervisors Chambers, 2800 W. Burrel Avenue, Visalia, CA 93291.

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Tulare County Regional Transit Agency

**AGENDA ITEM V-B**

**May 17, 2021**

**Prepared by Amie Kane, TCAG Staff**

**SUBJECT:**

**Action:** Approve Meeting Schedule for the Remainder of 2021

**DISCUSSION:**

Attached is a suggested meeting calendar for the remainder of the calendar year. Per the Joint Powers Agreement, the TCRTA meets once per month unless a meeting is canceled by the Board.

**ATTACHMENT:**

Proposed calendar for the remainder of the 2021 calendar year.

## Tulare County Regional Transit Agency (TCRTA)

### 2021 Meeting Calendar

July 19, 2021
August 16, 2021
September 20, 2021
October 18, 2021
November 15, 2021
December 13, 2021*

Meeting time is 3:00 p.m. Most meetings fall on the third Monday of each month; dates with asterisks fall on the second Monday of the month due to holidays.

Meetings will be held at the Tulare County Board of Supervisors at 2800 W. Burrell Ave., Visalia, CA 93291

**AGENDA ITEM V-C**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Approve the Memorandum of Understanding (MOU) for Los Arroyos 1 Affordable Housing and Sustainable Communities Grant application between Self Help Enterprises (SHE), City of Farmersville, Tulare County Association of Governments (TCAG), and the Tulare County Regional Transit Agency (TCRTA)

**DISCUSSION:**

TCAG has partnered with SHE on three successful Affordable Housing and Sustainable Communities (AHSC) applications known as the Sequoia Commons 1, Palm Terrace 1 and Sierra Village 1. However, last year SHE was not successful during Round 5 due to low score on the greenhouse gas (GHG) efficiency portion of the application.

To improve the GHG efficiency, the SHE AHSC application proposes the procurement of a zero-emission transit bus that will replace a compressed natural gas (CNG) bus operating the fixed route in the City of Farmersville. The application also proposes the purchase of zero-emission vehicles that will operate a new on-demand service within Farmersville.

The attached Memorandum of Understanding (MOU) involves no financial commitment by any Partners. Rather, the MOU memorializes the intentions and responsibilities of the Partners to work collectively in order to support various infrastructure improvements that will benefit the Farmersville community.

**RECOMMENDATION:**

It is recommended that the Board:

1. Adopt draft Resolution, approving the Memorandum of Understanding for the Los Arroyos 1 Affordable Housing and Sustainable Communities grant application between Self Help Enterprises, City of Farmersville, Tulare County Association of Governments, and the Tulare County Regional Transit Agency

**ATTACHMENT:**

1. Draft Resolution 2021-\_\_
2. Draft Memorandum of Understanding

RESOLUTION NO. 2021-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) FOR THE LOS ARROYOS 1 AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT APPLICATION BETWEEN SELF HELP ENTERPRISES, CITY OF FARMERSVILLE, TULARE COUNTY ASSOCIATION OF GOVERNMENTS, AND THE TULARE COUNTY REGIONAL TRANSIT AGENCY**

**WHEREAS**, Self Help Enterprises desires to submit a grant application for the Los Arroyos 1 Affordable Housing and Sustainable Communities grant program; and

**WHEREAS**, Self Help Enterprises desires to partner with the City of Farmersville, Tulare County Association of Governments, and the Tulare County Regional Transit Agency; and

**WHEREAS**, if awarded, the Tulare County Regional Transit Agency shall be responsible in working collectively with Self Help Enterprises, the City of Farmersville, and the Tulare County Association of Governments to implement transportation infrastructure improvements in conjunction with the development of the Los Arroyos affordable rental community; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby accepts and approves the Memorandum of Understanding for the Los Arroyos 1 grant application.

**THE FOREGOING RESOLUTION** was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jose Sigala  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2021-05 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

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Ted Smalley  
Executive Director

## Memorandum of Understanding

### Between Self-Help Enterprises, Tulare County Regional Transit Agency and

### City of Farmersville and Tulare County Association of Governments

This Memorandum of Understanding (MOU) sets the terms and understanding between Self-Help Enterprises (SHE), the City of Farmersville (City), the Tulare County Regional Transit Agency (“TCRTA”) and the Tulare County Association of Governments (TCAG) collectively referred to as the “Partners”, for the implementation of various transportation improvements (the “improvements”). TCRTA is a joint powers agency formed by the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake to provide transit services in Tulare County.

The improvements are being implemented in conjunction with the development of the Los Arroyos affordable rental community in Farmersville, which will be owned and operated by SHE. The partnership will be implemented in Farmersville (Tulare County) to reduce transportation costs for low-income working families, reduce vehicle miles traveled (VMT) and the associated greenhouse gas (GHG) emissions, and leverage the respective skills of each organization to better meet the transportation and housing needs of low-income families in Tulare County.

**Background:** Self-Help Enterprises is a nationally recognized community development organization whose mission is to work together with low-income families to build and sustain healthy homes and communities. In the last 50 years, Self-Help Enterprises’ efforts have touched the lives of over 55,000 families. Self-Help Enterprises’ service area is comprised of eight counties – Fresno, Kern, Kings, Madera, Mariposa, Merced, Stanislaus and Tulare – in the heart of the San Joaquin Valley, the world’s most productive agricultural area. Self-Help Enterprises develops quality, affordable rental apartments to serve the housing needs of low-income Valley residents and underserved farmworker communities. Residents in these underserved communities face over-crowding and overpaying with most farmworkers struggling to obtain decent, affordable housing for their families. Affordable rental apartments are important to the sustainability of communities and developing an overall vibrant community. All of Self-Help Enterprises’ 40 rental communities are professionally managed and are located near schools, bus lines and other community services. The rental housing communities are developed with ample interior and exterior space with plenty of green areas for children to play. They also feature multi-use community centers complete with computer labs and kitchen facilities. SHE works with many community partners to provide free resident services such as job training, health and medical services, financial training and homebuyer education. The combination of housing and resident services is a way Self-Help Enterprises helps people help themselves.

**Project Goals:** SHE is currently developing the 54-unit affordable rental community known as Los Arroyos. The project also includes a second phase of rental housing which includes an additional 54-units of housing for low-income families and farmworkers. SHE has a desire to expand access to enhanced transportation options for those households. The planned improvements include approximately .50 linear miles of bike lanes along Farmersville Boulevard, two crosswalks on Farmersville Boulevard, and at minimum 3,000 linear feet in new or replaced sidewalks along Freedom Drive, Farmersville Boulevard, Petunia Street, and North Shasta Avenue, paving and lighting a portion of



the neighboring park trail, Multi-Modal Hub that will include solar and be located off Front Street, Purchasing of 30 CalVans, an Electric Bus, and 10 Micro-Enterprise vehicles, SHE will also coordinate reduced cost transit passes and provide vanpool opportunities in partnership with the California Vanpool Authority.

#### **Roles of the Partners:**

This MOU details the responsibilities of the Partners in working collectively to implement transportation infrastructure improvements in conjunction with the development of the Los Arroyos affordable rental community. Self-Help Enterprises shall be responsible for the following:

- Be the submitting organization for AHSC and be contact throughout submittal and review process;
- Secure the remaining funding required for the construction of the Los Arroyos affordable rental community through the Affordable Housing and Sustainable Communities (AHSC) Program;
- Include a request for AHSC funding for sidewalks and bike lanes located along Farmersville Boulevard, Freedom Drive, and Ventura Avenue to accommodate those improvements;
- Include a request for AHSC funding for construction of a new Transit Center in Farmersville;
- Provide general coordination and management for the project;
- Serve as a liaison between the AHSC funding program, the City, TCRTA and TCAG as applicable;
- Manage implementation of the project.

The City shall be responsible for the following:

- Provide general oversight and support to SHE in seeking funding, including feedback on the location of proposed bike lane and sidewalk improvements;
- Provide feedback to SHE and the project engineer on the development of the improvement plans for the sidewalks and bike lanes;
- Facilitate construction of the new transit center in Farmersville, should AHSC funds be awarded.
- Provide general oversight and expertise pertaining to the City permitting process;
- Coordinate with the TCAG and the TCRTA on evaluating the potential to expand fixed-route service in Farmersville.
- Provide feedback and guidance on transit subsidy program development and implementation; share City expertise and knowledge with SHE through implementation of AHSC-funded programs.

TCAG shall be responsible for the following:

- Provide general oversight and support to SHE in seeking funding, such as GIS mapping, population and ridership projections, work alongside GHG Consultant, gather information regarding the Sustainable Communities Strategy and other regional transportation plans;



- Assist SHE and the City in evaluating alternatives for fixed-route service and the expansion of vanpool in Farmersville;
- Assist the City and SHE in seeking other financing for the project as applicable;
- Provide general expertise pertaining to transportation, the regional Blueprint, and how to effectively provide transportation solutions to low-income working families in Farmersville.
- Provide feedback and guidance on the transit subsidy program development and implementation; share TCAG expertise and knowledge with SHE through implementation of AHSC-funded programs.
- Serve as a liaison between SHE, the City and the TCRTA.

TCRTA shall be responsible for the following:

- Operate the micro-transit program with vehicles purchased by SHE through AHSC.
- Implement the route adjustments identified to increase ridership in Farmersville, on the route identified for operation with an all-electric bus purchased with funds from the AHSC program.
- Coordinate with SHE on the administration of transit passes and other marketing/outreach to low-income residents and the surrounding community.

All of the parties agree to:

- Support the other Partner's efforts to secure project funding, including, but not limited to, providing data, reports, resolutions and other application materials, etc.

**Reporting:** SHE will be responsible for reporting to all funding entities, including the Affordable Housing and Sustainable Communities reporting requirements.

**Funding:** This MOU is not a commitment of funds. Rather, the MOU codifies the responsibilities of the Partners to work collectively to implement various infrastructure improvements that will benefit the unincorporated community of Farmersville and Tulare County.

**Duration:** This MOU shall become effective upon signature by the authorized officials from SHE, the County and TCAG and will remain in effect until modified or terminated by any one of the Partners by mutual consent. In the absence of mutual agreement by the authorized officials from SHE, the City and TCAG, this MOU shall end on December 31, 2025.

This MOU may be modified by mutual written consent of authorized officials from SHE, the City and TCAG. This MOU may be terminated by either Partner for any reason at any point in time by written notice to the other Partner(s). The MOU will be deemed terminated within fifteen (15) days of receipt of such written notice of termination.



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**City of Farmersville**

**TCAG**

\_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Signature* *Date*

**Self-Help Enterprises**

**TCRTA**

\_\_\_\_\_  
*Signature* *Date*

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*Signature* *Date*

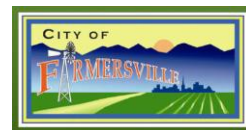
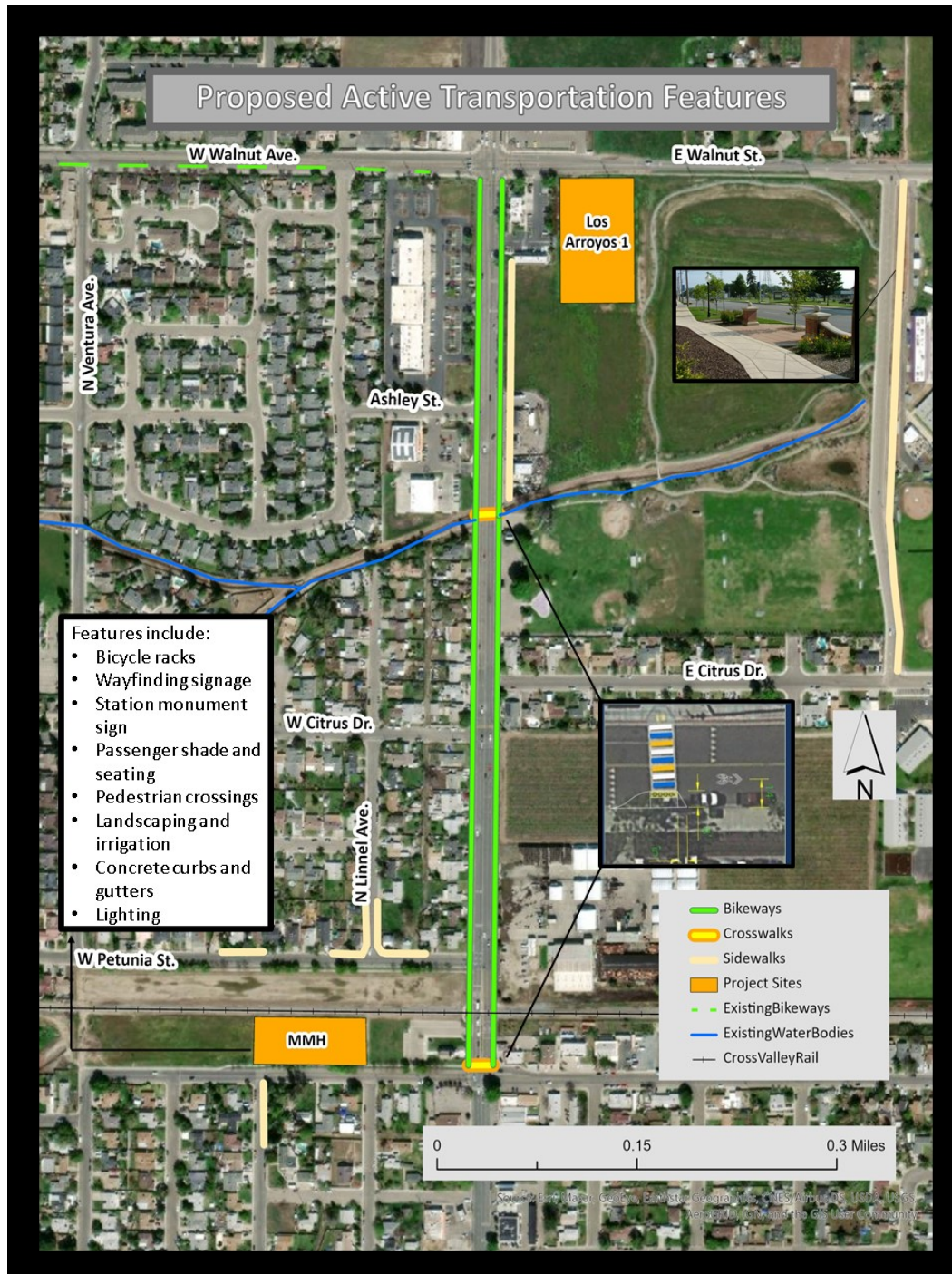




Exhibit A: Approximate Location of Planned Improvements  
(For illustrative purposes and subject to revision)



# Exhibit B: Los Arroyos Site Plan





**AGENDA ITEM V-)**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Information:** Regional Fare System Deployment Update

**DISCUSSION:**

At the Board meeting of March 15, 2021, the Board authorized the Executive Director to execute a non-binding agreement between the TCRTA and Cal-ITP, in which the TCRTA agrees to begin updating its trip planning information system to real time General Transit Feed Specification (GTFS-RT) and upgrading its fare system equipment to allow for acceptance of EMV contactless payments.

Cal-ITP agrees to provide technical assistance to support a successful implementation for both GTFS-RT and EMV contactless payments. Cal-ITP has established a procurement mechanism so that the TCRTA can procure up to three components necessary for enabling EMV contactless acceptance through cooperative purchases in the Cal-ITP Mobility Marketplace.

On April 14, 2021, TCRTA member agencies met with Cal-ITP staff to begin pursuing compliance with the California GTFS Guidelines. Assistance is being provided by TCAG to ensure member agencies GTFS files are up to date, accurate, and compliant.

On May 5, 2021, TCRTA and TCAG staff met with Cal-ITP to discuss the progress and potential challenges to providing GTFS-RT. One of the challenges is that Dinuba Transit and Tulare County Area Transit systems do not currently have on-board GPS devices and will be required to procure a low-cost on-board GPS device to be capable of providing GTFS-RT. Cal-ITP has offered to outfit Dinuba with a test device to run a trail.

TCRTA, TCAG, and Cal-ITP also discussed simplifying the fare structure and it was agreed to meet during the month of May to develop next steps. Cal-ITP recommended that TCRTA consider a distance-based fare policy. Once a simplified fare structure has been developed, TCRTA will present its fare policy to the Policy Committee for discussion and direction.

Cal-ITP, TCAG, and TCRTA staff will continue to work together to ensure member agencies have onboard GPS equipment and software on all fixed route vehicles required to deploy real time trip planning. Member agencies that already have existing GPS

equipment and software, Cal-ITP will continue to facilitate discussions with those vendors to ensure its equipment and software will support GTFS-RT.

Once all member agencies have updated its trip planning information system to GTFS-RT, TCRTA will purchase the three components necessary for enabling EMV contactless acceptance through the Cal-ITP Mobility Marketplace. Funding for these components will be provided by Measure R Transit funds that will be budgeted in the Fiscal Year 2021-2022 budget. Depending on Mobility Marketplace pricing, the project is estimated to cost \$100,000.

**ATTACHMENT:**

None

**AGENDA ITEM V-E**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Information:** Implementation Update

**DISCUSSION:**

At the Board meeting of October 19, 2020, the Board directed staff to continue working on the Implementation Plan. Since that time, staff has been working with SBLB, TCRTA's consultant, on various aspects of the Implementation Plan.

Staff presents the following items as informational:

**On-Demand (Microtransit)**

In preparation of the upcoming On-Demand (Microtransit) project. Staff has been in discussion with Uber on an opportunity to expand the services they are offering with the City of Porterville throughout Tulare County.

On February 16, 2021, Uber submitted a draft Agreement for staff's evaluation and comment.

On April 5, 2021, the Finance and Technical Operations Committees were presented the draft Uber agreement and received a presentation from Uber on how its Software-as-a-Service can be deployed by TCRTA.

Staff is currently receiving comments from Committees, regarding the Uber Agreement, as well as, preparing an operational plan.

**Transit Service Transition**

The City of Porterville and the County of Tulare transit systems are being planned to transition to the TCRTA beginning in Fiscal Year 2022-2023, at the conclusion of their third-party contractor service agreements.

Staff is currently coordinating with both Porterville and the County and have begun to draft a Request for Proposals (RFP) for a third-party contractor. In parallel to this activity, staff is also preparing an independent cost analysis to perform transit services in-house. It is staff's recommendation to compare proposals with the independent cost analysis to ensure proposals are fair and reasonable.

Once the RFP has been drafted, staff will seek Board approval to advertise the RFP. It is anticipated the draft RFP will be presented at the Board meeting in August 2021.

### **TCRTA Staffing Plan**

Staff is continuing to develop a staffing plan that aligns with assuming transit services from member agencies. The following positions are being evaluated:

- 1. Operations**

Operations staff will be needed to provide day-to-day management of the transit services, as well as perform contractor oversight. As the TCRTA assumes additional transit services, additional staff will be evaluated.

- 2. Finance/Grant Management**

Financial staff will be needed to manage the day-to-day financial and reporting duties of the TCRTA. Staff will continue to rely on services, through the existing MOU, from the Tulare County Association of Governments (TCAG). As the TCRTA matures, a TCRTA finance position will be evaluated.

- 3. Regional Transit Planner**

Currently, regional transit planning has been provided by TCAG and in coordination with member agencies. As TCRTA develops, a Regional Transit Planner will assist with developing the agency's Short- and Long-Range Transit Plans, as well as provide grant management responsibilities. Staff is evaluating the potential opportunity to develop MOUs with member agencies that have staff experienced with the Caltrans BlackCats and FTA FACES grant management systems.

### **ATTACHMENT:**

None

**AGENDA ITEM V-F**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Information:** All About Transit: Collected Clippings

**DISCUSSION:**

In an effort to inform the Board of recent news in the public transportation industry, staff has compiled some recent news articles across the country. Staff has prepared the following articles:

1. [Electric Shuttles at Zion](#)
2. [Denver RTD to dig deeply into its fare structure with eye to affordability and equity](#)
3. [Driverless electric car transit looms in East Contra Costa's future](#)
4. [City of Valdosta, GA introduces public transportation to its residents with microtransit service](#)

**ATTACHMENT:**

None

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**AGENDA ITEM VI-A**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Authorization to Revise Low Carbon Transit Operations Program (LCTOP) Scope of Work

**DISCUSSION:**

At the Board meeting of March 15, 2021, the Board authorized member agency, County of Tulare, to be the direct recipient of Fiscal Year 2020-2021 Low Carbon Transit Operations Program (LCTOP) funding to expand the 18 and Younger Free Fare Program. The expanded fare free program will provide free fares to youth 18 and younger, seniors 65 and older, ADA Certified passengers, and special transit days (Earth Day) to all contributing member agency transit systems (Dinuba, Porterville, City of Tulare, County of Tulare, and Woodlake).

During the initial Caltrans application review, Caltrans recommended that the Fare Free Program be revised to include all fixed route and ADA paratransit passengers to improve greenhouse gas (GHG) reduction, simplify the fare free program, and improve equity across the region.

Due to the ongoing pandemic, ridership continues to be significantly impacted. The LCTOP fare free program is a ridership recovery strategy, and the term of the fare free program is contingent on available funding. Based on current ridership levels, staff estimates that the revised fare free program (fare free for all) would be for a period of eight months, starting July 1, 2021 through February 2022.

Due to limited annual LCTOP funding, staff and its consultant are continuing to evaluate the availability of additional funding to continue the program long-term.

At the combined Sub-Committee meeting of May 3, 2021, SBLB provided a presentation on its Fare Free Analysis. The presentation identified free fare strategies, regional fare strategies, the cost of collecting fares, COVID-19 impacts on fares, fare equity, and examples of free fare strategies. At the conclusion of the presentation, it was recommended that the finance committee set a date to meet and continue the discussion of a Fare Free Program.

**RECOMMENDATION:**

It is recommended that the Board:

1. Approve the revised LCTOP scope of work to include free fares for all fixed route and ADA paratransit passengers on all contributing member agency transit systems; and
2. Authorize staff to submit a revised LCTOP application to Caltrans.

**ATTACHMENT:**

None

**AGENDA ITEM VI-B**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Approve the Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and the City of Woodlake

**DISCUSSION:**

On August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement. The purpose of the Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, "Tulare County Regional Transit Agency" (TCRTA). The General Provisions of the Agreement authorize the Tulare County Regional Transit Agency with full power and authority to own, operate, and administer the public transportation system within the jurisdictions of the member agencies.

In accordance with the Joint Powers Agreement, staff has drafted a Memorandum of Understanding (MOU) for public transportation services for the City of Woodlake. The draft MOU stipulates that the City of Woodlake wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and TCRTA wishes to assume such responsibility.

Staff from both parties collaborated and reached an agreement to the service plan. The City of Woodlake will be responsible for the general maintenance and utilities of the Woodlake Transit Center and bill TCRTA for expenses quarterly. TCRTA will be responsible for the administration of the Woodlake Transit System and will also be responsible for contracting with a member agency to operate the Woodlake Transit System.

Staff from TCRTA and the City of Porterville collaborated and reached an agreement that the City of Porterville will be responsible for providing maintenance for the Woodlake fleet; and its third-party contractor will be responsible for operating the Woodlake Transit Service.

In exchange for these services, the City of Woodlake will transfer all transit-specific Transportation Development Act (TDA) and available Federal Transit Administration

(FTA) funds necessary to operate the Woodlake transit service. TDA funds not used to operate the Woodlake transit service will be transferred to the City of Woodlake.

The full version of the proposed City of Woodlake Transit Service MOU is attached.

**RECOMMENDATION:**

It is recommended that the Board:

1. Adopt draft Resolution, approving the Memorandum of Understanding for the City of Woodlake Transit Service, and
2. Authorize the Executive Director and County Counsel to negotiate and approve technical changes to the Memorandum of Understanding as needed.

**ATTACHMENT:**

1. Draft Resolution 2021-\_\_
2. Draft Memorandum of Understanding

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING  
THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
TULARE COUNTY REGIONAL TRANSIT AGENCY AND THE CITY OF WOODLAKE**

**WHEREAS**, commencing on August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement to exercise their common powers by the formation and operation of a Joint Power Agency, "Tulare County Regional Transit Agency" (TCRTA), and authorize TCRTA with full power and authority to own, operate, and administer the public transportation system with the jurisdictions of the member agencies; and

**WHEREAS**, the City of Woodlake wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

**WHEREAS**, the TCRTA wishes to assume such responsibility to own, operate, and administer a public transportation system for the City of Woodlake in accordance with the Memorandum of Understanding (MOU); and

**WHEREAS**, the Memorandum of Understanding between the TCRTA and the City of Woodlake shall be presented to the governing body's for determination; and

**WHEREAS**, the Board of Directors of the Tulare County Regional Transit Agency has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the City of Woodlake of those matters in which it finds itself in agreement with the administration and operation of the Woodlake Transit System, which it recommends that the Board of Directors implement in an appropriate manner;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby accepts and approves the Memorandum of Understanding for the City of Woodlake Transit System which has been reviewed by the Board and is on file in the office of the Clerk of the Board. The Executive Director is hereby authorized and directed to carry out all of the provisions contained herein.

**RESOLUTION NO. 2021-02**

**THE FOREGOING RESOLUTION** was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jose Sigala  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2021-02 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

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Ted Smalley  
Executive Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WOODLAKE AND THE  
TULARE COUNTY REGIONAL TRANSIT AGENCY  
FOR PUBLIC TRANSPORTATION SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and made between the **CITY OF WOODLAKE (“WOODLAKE”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. WOODLAKE and TCRTA shall be referred to in this MOU together as Parties.

**WITNESSETH**

**Whereas**, The Joint Powers Agreement, dated August 11, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency”) hereafter called “TCRTA;” and

**Whereas**, the purpose of the formation and operation of TCRTA is to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies; and

**Whereas**, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

**Whereas**, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

**Whereas**, WOODLAKE wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

**Whereas**, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from WOODLAKE in accordance with this MOU and applicable law;

Now, therefore, WOODLAKE and TCRTA agree as follows:

## STIPULATIONS

### I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY WOODLAKE

- A. For the project (Project) covered by this MOU, WOODLAKE hereby assigns, and TCRTA hereby assumes, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer the public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).
- B. This assignment pertains only to the designated activities described in this Stipulation I (B).
  - 1. The assignment includes the following:
    - a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and
    - b. Activities necessary to own, operate, and administer the Woodlake Transit service; and
    - c. WOODLAKE will be responsible for maintenance and utilities at the WOODLAKE Transit Center and bill TCRTA maintenance expenses on a quarterly basis.
- C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to WOODLAKE and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of WOODLAKE described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit service, excluding any unmet transit needs reasonable to meet will be transferred to WOODLAKE.



## **II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FROM ASSIGNMENT OF RESPONSIBILITIES**

- A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.
- B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, WOODLAKE no longer will be responsible for audits or reporting relating to public transportation services described in Stipulation I (B).

## **III. TRANSIT SERVICE CONTRACTING**

TCRTA shall be responsible for contracting with a member agency or a Third Party Contractor to provide for public transportation services described in Stipulation I (B). Public transportation services shall meet all applicable Federal Transit Administration requirements. Pursuant with California Labor Code 1072, TCRTA shall require the member agency or Third Party Contractor to retain qualified, non-management employees of the current Woodlake Transit service for a period of at least twelve (12) months.

## **IV. TRANSFER OF ASSETS**

Assets transferring from WOODLAKE to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

“Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient’s

profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

WOODLAKE assets transferring to TCRTA are identified in **Appendix B**.

## **V. ANNUAL REPORT**

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report to WOODLAKE. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution from each Party for the Project. The purpose of the Annual Report is to facilitate WOODLAKE's TDA claims for the next fiscal year.

TCRTA will provide answers and additional data, as reasonably necessary in response to questions from WOODLAKE regarding the Annual Report. TCRTA will respond to questions and request for clarifications up to sixty days after the release of the Annual Report.

The Annual Report shall clearly and accurately present the following, in sufficient detail for all PARTIES to understand the figures:

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the Project and per Party.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years,

planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).

6. Annual projection to operate Project for the next fiscal year.

7. Surplus balances reflected in the Annual Report will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the Project. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.

Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances. The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs exceed the annual operating contribution from the prior year. Capital contributions for vehicle replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1<sup>st</sup> every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section V below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior

fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

## **VI. WORKING GROUP**

A Working Group will be established consisting of staff representative of the following agencies:

- City of Woodlake
- Tulare County Regional Transit Agency (TCRTA)
- Tulare County Association of Governments (TCAG)

The Working Group may take any action by a vote of two (2) affirmative votes, with each agency receiving one vote, provided such action is consistent with the terms of this MOU.

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of

awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

## **VII. OPERATING PERFORMANCE MEASURES**

The Working Group shall establish operating performance measures and their benchmarks to evaluate the effectiveness of the service. The operating performance measures are listed as follows:

- Farebox Recovery Ratio (10%)
  - Operating Cost per Passenger
  - Operating Cost per Vehicle Service Hour
  - Passengers per Vehicle Service Hour
  - Passengers per Vehicle Service Mile
  - Passengers per Trip
  - Net Operating and Capital Costs of Project per each Party
1. Modifications to the Operating Performance Measures will be made by the Working Group.
  2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

As required by the Federal Transit Administration, TCRTA, as the administrator of the service will collect and report financial (operating expenses) and non-financial (ridership data to the National Transit Database. TCRTA will track data for the Project separately.

In the event it becomes necessary to make changes to the Project before the Annual Report is ready with mutual agreement, then TCRTA will schedule meetings and provide necessary data to evaluate service and make changes.

## **VIII. FEDERAL AND STATE REPORTING**

TCRTA shall be responsible for collecting and reporting specific data to meet federal and state reporting requirements. Operational data will be primarily be used to meet National Transit Database (NTD) reporting requirements.

TCRTA shall also be responsible for collecting Contractor monthly and annual reports in complying with the FTA Alcohol and Drug Testing regulations, Safety and Security regulations, and Disadvantaged Business Enterprise (DBE).

## **IX. MARKETING**

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

## **X. RECORDS, AUDIT, AND REVIEW**

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with “Operating Performance Measures.” All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA’s regular business hours upon reasonable notice.

## **XI. TERM**

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

**XII. MOU AMENDMENTS**

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and WOODLAKE.

**XIII. MOU TERMINATION**

Either party, upon ninety (90) days' advance written notice to the other party, may withdraw its participation in this MOU.

**XIV. INTEGRATION**

This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**XV. CALIFORNIA LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

**XVI. JURISDICTION**

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

**XVII. WARRANTY OF AUTHORITY**

Each person signing this Agreement on behalf of a Party warrants that he or she has authority to do so.

**XVIII. WAIVERS**

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing

waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

#### **XIX. SEVERABILITY**

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

#### **XX. INDEMNIFICATION**

TCRTA hereby agrees to indemnify and hold WOODLAKE and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of WOODLAKE arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

WOODLAKE hereby agrees to indemnify and hold TCRTA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of WOODLAKE.



**XXI. POINTS OF CONTACT**

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the Parties may from time to time designate in writing:

**City of Woodlake**

City Administrator

350 N. Valencia Blvd

Woodlake, CA 93286

**Tulare County Regional Transit Agency**

Executive Director

210 N. Church St., Suite B

Visalia, CA 93291

**XXII. COUNTERPART SIGNATURES**

**THE PARTIES** agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all **PARTIES**.

**CITY OF WOODLAKE**

**TULARE COUNTY  
REGIONAL TRANSIT AGENCY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Executive Director

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

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

## **JPA AGREEMENT**

Organization	VIN	License Plate	Agency Id	Funded By DOT	Fund Program	Total Cost	Federal Share	Federal Share Percent	Local Share Percent	Vehicle Year	Vehicle Manufacturer	Vehicle Chassis	Fuel Type	Vehicle Improvement Type	Current Mileage	Current Mileage Date	UsefulLife Years	UsefulLife Miles	Is DOT Lien	Average Estimated Service Years	
City of Woodlake	1FDXE45S16DB18797		61	Yes	Section 5311	52463	41661	79.41	10801	20.58	2006	Starcraft	Ford E-450	Expansion (New)	109232	6/10/2019	-8	40768	No	10	
City of Woodlake	1FDXE4F58CDA17018	1385866	63	Yes	Section 5311	72144.6	63869.65	88.53	8274.99	11.46	2012	Startrans (Supreme Corporation)	Ford E-450	GA - Gasoline	Replacement	98069	6/28/2019	-2	51931	Yes	10
City of Woodlake	1FDXE45S22HA16816	1114657	62	Yes	Section 5311						2002	Starcraft	Ford E-450	Expansion (New)	115735	5/13/2019	-12	34265	No	10	

**AGENDA ITEM VI-C**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Approve the Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and the City of Porterville

**DISCUSSION:**

On August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement. The purpose of the Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, "Tulare County Regional Transit Agency" (TCRTA). The General Provisions of the Agreement authorize the Tulare County Regional Transit Agency with full power and authority to own, operate, and administer the public transportation system within the jurisdictions of the member agencies.

In accordance with the Joint Powers Agreement, staff has drafted a Memorandum of Understanding (MOU) for public transportation services for the City of Woodlake. The draft MOU stipulates that the City of Woodlake wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and TCRTA wishes to assume such responsibility.

Staff from both parties collaborated and reached an agreement to the service plan. TCRTA will be responsible for the administration of the Woodlake Transit System and will also be responsible for contracting with a member agency to operate the Woodlake Transit System.

Staff from TCRTA and the City of Porterville collaborated and reached an agreement that the City of Porterville will be responsible for providing maintenance for the Woodlake fleet, and its third-party contractor will be responsible for operating the Woodlake transit service.

**RECOMMENDATION:**

It is recommended that the Board:

1. Adopt draft Resolution, approving the Memorandum of Understanding for the City of Porterville to provide fleet maintenance and its third-party contractor operate the Woodlake Transit Service, and
2. Authorize the Executive Director and County Counsel to negotiate and approve technical changes to the Memorandum of Understanding as needed.

**ATTACHMENT:**

1. Draft Resolution 2021-\_\_
2. Draft Memorandum of Understanding

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING  
THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
TULARE COUNTY REGIONAL TRANSIT AGENCY AND THE CITY OF PORTERVILLE**

**WHEREAS**, commencing on August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement to exercise their common powers by the formation and operation of a Joint Power Agency, "Tulare County Regional Transit Agency" (TCRTA), and authorize TCRTA with full power and authority to own, operate, and administer the public transportation system with the jurisdictions of the member agencies; and

**WHEREAS**, the City of Woodlake wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

**WHEREAS**, the TCRTA wishes to assume such responsibility to own, operate, and administer a public transportation system for the City of Woodlake in accordance with the Memorandum of Understanding (MOU); and

**WHEREAS**, the TCRTA is responsible for contracting with a member agency to provide fleet maintenance and operations of the Woodlake Transit System; and

**WHEREAS**, the City of Porterville has agreed to provide fleet maintenance and operations of the Woodlake Transit system on behalf of the TCRTA; and

**WHEREAS**, the Memorandum of Understanding between the TCRTA and the City of Porterville shall be presented to the governing body's for determination; and

**WHEREAS**, the Board of Directors of the Tulare County Regional Transit Agency has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the City of Porterville of those matters in which it finds itself in agreement with the fleet maintenance and operation of the Woodlake Transit System, which it recommends that the Board of Directors implement in an appropriate manner;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby accepts and approves the Memorandum of Understanding for the City of Porterville which has been reviewed by the Board and is on file in the office of the Clerk of the Board. The Executive Director is hereby authorized and directed to carry out all of the provisions contained herein.

**RESOLUTION NO. 2021-03**

**THE FOREGOING RESOLUTION** was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jose Sigala  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2021-03 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

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Ted Smalley  
Executive Director



**MEMORANDUM OF UNDERSTANDING  
BETWEEN TULARE COUNTY REGIONAL TRANSIT AGENCY  
AND CITY OF PORTERVILLE  
CONCERNING TRANSIT OPERATION AND MAINTENANCE SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into as of May 17, 2021, by and between the **TULARE COUNTY REGIONAL TRANSIT AGENCY**, a joint powers agency (“TCRTA”), and the **CITY OF PORTERVILLE**, a California municipal corporation (“CITY”), TCRTA and CITY are each a “Party” and together are the “Parties” to this MOU, which is made with reference to the following:

**WHEREAS**, TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the 11<sup>th</sup> day of August, 2020 (the “Joint Powers Agreement”); and

**WHEREAS**, the City of Woodlake wishes to assign its responsibility to own, operate, and administer a public transportation system to TCRTA; and

**WHEREAS**, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from the City of Woodlake; and

**WHEREAS**, TCRTA is responsible for contracting with a member agency or a third party contractor to operate the City of Woodlake transit system; and

**WHEREAS**, TCRTA desires to contract with the CITY for the performance of certain of these duties and CITY is agreeable to rendering the aforementioned services to TCRTA on the terms and conditions hereinafter set forth; and

**WHEREAS**, the Parties have the power to enter into this MOU under the provisions of section 6500 et seq. of the Government Code and the Joint Powers Agreement.

**NOW, THEREFORE** the Parties agree as follows:

1. CITY shall provide to TCRTA transit operation and maintenance services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Powers Agreement. Such services shall be provided to TCRTA under the general direction of TCRTA’s Executive Director.
2. In addition to the transit operation and maintenance services specified in Paragraph 1 above, TCRTA may authorize CITY to perform additional transit operation and maintenance services for TCRTA under this MOU.
3. If TCRTA should decide to acquire any equipment, materials, supplies, or transportation, and make such property of TCRTA’s available to CITY for use by CITY in performing services under this MOU, then TCRTA may do so.

4. CITY shall provide personnel and third party contractor personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for TCRTA on such days and at such hours as may be agreed upon by the TCRTA Executive Director.
5. TCRTA is required to prepare a Woodlake Transit Service budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to CITY during the next fiscal year for services to be furnished under this MOU during the fiscal year. Such budgeted amount shall be taken into account the labor and materials of CITY and third party contractors who will be performing work for TCRTA, all incidental costs pertaining to such CITY and third party contractor employees such as, but not limited to, retirement and insurance contributions by CITY and third party contractors, operations and maintenance expense, costs of equipment and supplies to be acquired by CITY to perform the services, costs of supervisions, and all other incidental costs which will be incurred by CITY, so that the amount budgeted by TCRTA, so that the amount budgeted by TCRTA for payments to CITY will reasonably approximate the actual cost to CITY for providing such services during the fiscal year.
6. In rendering such services to TCRTA, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in CITY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this MOU, or the level or manner of performance of such services, the determination of TCRTA's Executive Director or TCRTA's Board of Directors shall be final with regard to the services performed under this MOU.
7. To facilitate the performance of services under this MOU, it is agreed that CITY shall have full cooperation and assistance from TCRTA and its Governing Board.
8. All persons employed in the performance of services for TCRTA under this MOU shall be CITY or third party contractor employees.
9. TCRTA shall have no responsibility for the payment of any salaries, wages, or other compensation to any CITY or third party contractor personnel performing services for TCRTA pursuant to this MOU, or any liability other than provided for in this MOU. TCRTA shall not be liable for compensation or indemnity to CITY or third party contractor employee for injury or sickness arising out of his or her employment.
10. Pursuant to Sections 895-895.8 of the Government Code, CITY and its third party contractor shall indemnify and hold harmless TCRTA for any loss, damage or liability arising out of the performance of the duties of CITY or third party contractor employees for TCRTA pursuant to this MOU. However, CITY, its officers and employees, do not

indemnify TCRTA or assume any liability for intentional or negligent acts of TCRTA or its officers and employees.

11. This MOU shall become effective on July 1, 2021, executed by both Parties, and shall continue in effect until terminated. This MOU may be terminated by either party upon not less than thirty (30) day's advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the day and year first above written.

**CITY OF PORTERVILLE**

**TULARE CONTY  
REGIONAL TRANSIT AGENCY**

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

By \_\_\_\_\_  
Executive Director

ATTEST: City Clerk

Approved as to form: County Counsel

By \_\_\_\_\_

By \_\_\_\_\_

Approved as to form: City Attorney

By \_\_\_\_\_

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**AGENDA ITEM VI-D**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Approve the Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and the City of Dinuba

**DISCUSSION:**

On August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement. The purpose of the Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, "Tulare County Regional Transit Agency" (TCRTA). The General Provisions of the Agreement authorize the Tulare County Regional Transit Agency with full power and authority to own, operate, and administer the public transportation system within the jurisdictions of the member agencies.

In accordance with the Joint Powers Agreement, staff has drafted a Memorandum of Understanding (MOU) for public transportation services for the City of Dinuba. The draft MOU stipulates that the City of Dinuba wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and TCRTA wishes to assume such responsibility.

Staff from both parties collaborated and reached an agreement to the service plan. The City of Dinuba will be responsible for the transit fleet maintenance, provide compressed natural gas (CNG) required to operate the transit vehicles, provide maintenance and utilities for the Dinuba Transit Center, and bill TCRTA for expenses monthly. TCRTA will be responsible for the administration of the Dinuba Transit System, and will assume the existing third-party service agreement with MV Transportation, Inc.

In exchange for these services, the City of Dinuba will transfer all transit-specific Transportation Development Act (TDA) and available Federal Transit Administration (FTA) funds necessary to operate the Dinuba transit service. TDA funds not used to operate the Dinuba transit service will be transferred to the City of Dinuba.

The full version of the proposed City of Dinuba Transit Service MOU is attached.

**RECOMMENDATION:**

It is recommended that the Board:

1. Adopt draft Resolution, approving the Memorandum of Understanding for the City of Dinuba Transit Service, and
2. Authorize the Executive Director and County Counsel to negotiate and approve technical changes to the Memorandum of Understanding as needed.

**ATTACHMENT:**

1. Draft Resolution 2021-\_\_
2. Draft Memorandum of Understanding

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING  
THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
TULARE COUNTY REGIONAL TRANSIT AGENCY AND THE CITY OF DINUBA**

**WHEREAS**, commencing on August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement to exercise their common powers by the formation and operation of a Joint Power Agency, "Tulare County Regional Transit Agency" (TCRTA), and authorize TCRTA with full power and authority to own, operate, and administer the public transportation system with the jurisdictions of the member agencies; and

**WHEREAS**, the City of Dinuba wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

**WHEREAS**, the TCRTA wishes to assume such responsibility to own, operate, and administer a public transportation system for the City of Dinuba in accordance with the Memorandum of Understanding (MOU); and

**WHEREAS**, the Memorandum of Understanding between the TCRTA and the City of Dinuba shall be presented to the governing body's for determination; and

**WHEREAS**, the Board of Directors of the Tulare County Regional Transit Agency has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the City of Dinuba of those matters in which it finds itself in agreement with the administration and operation of the Dinuba Transit System, which it recommends that the Board of Directors implement in an appropriate manner;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby accepts and approves the Memorandum of Understanding for the City of Dinuba Transit System which has been reviewed by the Board and is on file in the office of the Clerk of the Board. The Executive Director is hereby authorized and directed to carry out all of the provisions contained herein.

**RESOLUTION NO. 2021-04**

**THE FOREGOING RESOLUTION** was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Jose Sigala  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2021-04 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

---

Ted Smalley  
Executive Director



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DINUBA AND THE  
TULARE COUNTY REGIONAL TRANSIT AGENCY  
FOR PUBLIC TRANSPORTATION SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is dated this \_\_\_\_ day of \_\_\_\_\_, 2021 and made between the **CITY OF DINUBA (“DINUBA”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. DINUBA and TCRTA shall be referred to in this MOU together as Parties.

**WITNESSETH**

**Whereas**, The Joint Powers Agreement, dated August 11, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency”) hereafter called “TCRTA;” and

**Whereas**, the purpose of the formation and operation of TCRTA is to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies; and

**Whereas**, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

**Whereas**, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

**Whereas**, DINUBA wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

**Whereas**, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from DINUBA in accordance with this MOU and applicable law;

**NOW, THEREFORE**, DINUBA and TCRTA agree as follows:

## STIPULATIONS

### I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY DINUBA

- A. For the project (Project) covered by this MOU, DINUBA hereby assigns, and TCRTA hereby assumes, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer the public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).
- B. This assignment pertains only to the designated activities described in this Stipulation I (B).
1. The assignment includes the following:
    - a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and
    - b. Activities listed in the Service Agreement between DINUBA and MV Transportation, Inc. commencing on February 1, 2020, and remain in force and effect through December 31, 2024. Service Agreement identified in **Appendix B**; and
    - c. Activities listed in the Transit Center Lease Agreement between DINUBA and MV Transportation, Inc. commencing on February 1, 2020, and remain in force and effect through December 31, 2024. Transit Center Lease Agreement identified in **Appendix C**; and
    - d. DINUBA shall maintain transit vehicles and bill TCRTA on a monthly basis for maintenance expenses; and
    - e. DINUBA shall provide compressed natural gas (CNG) required to operate transit vehicles and bill TCRTA on a monthly basis for fuel expenses.
- C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to DINUBA and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of DINUBA described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit services, excluding any unmet transit needs reasonable to meet will be transferred to DINUBA.

## **II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FROM ASSIGNMENT OF RESPONSIBILITIES**

- A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.
- B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, DINUBA no longer will be responsible for audits or reporting relating to public transportation services described in Stipulation I (B).

## **III. TRANSFER OF ASSETS**

Assets transferring from DINUBA to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

“Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient’s profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

DINUBA assets transferring to TCRTA are identified in **Appendix D**.

## **IV. ANNUAL REPORT**

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report to DINUBA. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution (TDA, State, Federal Funds) from each Party for the Project. The purpose of the Annual Report is to facilitate DINUBA’s TDA claims for the next fiscal year.

TCRTA will provide answers and additional data, as reasonably necessary in response to questions from DINUBA regarding the Annual Report. TCRTA will respond to questions and request for clarifications up to sixty days after the release of the Annual Report.

The Annual Report shall clearly and accurately present the following, in sufficient detail for all PARTIES to understand the figures:

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the Project and per Party.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years, planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).
6. Annual projection to operate Project for the next fiscal year.
7. Surplus balances reflected in the Annual Report will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the Project. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.

Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances. The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs

exceed the annual operating contribution from the prior year. Capital contributions for vehicle replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1<sup>st</sup> every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section V below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of

the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

## **V. WORKING GROUP**

A Working Group will be established consisting of staff representative of the following agencies:

- City of Dinuba
- Tulare County Regional Transit Agency (TCRTA)
- Tulare County Association of Governments (TCAG)

The Working Group may take any action by a vote of two (2) affirmative votes, with each agency receiving one vote, provided such action is consistent with the terms of this MOU.

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

## **VI. OPERATING PERFORMANCE MEASURES**

The Working Group shall establish operating performance measures and their benchmarks to evaluate the effectiveness of the service. The operating performance measures are listed as follows:

- Farebox Recovery Ratio (10%)
- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Trip

- Net Operating and Capital Costs of Project per each Party
1. Modifications to the Operating Performance Measures will be made by the Working Group.
  2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

As required by the Federal Transit Administration, TCRTA, as the administrator of the service will collect and report financial (operating expenses) and non-financial (ridership data to the National Transit Database. TCRTA will track data for the Project separately.

In the event it becomes necessary to make changes to the Project before the Annual Report is ready with mutual agreement, then TCRTA will schedule meetings and provide necessary data to evaluate service and make changes.

## **VII. FEDERAL AND STATE REPORTING**

TCRTA shall be responsible for collecting and reporting specific data to meet federal and state reporting requirements. Operational data will be primarily be used to meet National Transit Database (NTD) reporting requirements.

TCRTA shall also be responsible for collecting Contractor monthly and annual reports in complying with the FTA Alcohol and Drug Testing regulations, Safety and Security regulations, and Disadvantaged Business Enterprise (DBE).

## **VIII. MARKETING**

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

## **IX. RECORDS, AUDIT, AND REVIEW**

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with “Operating Performance Measures.” All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA’s regular business hours upon reasonable notice.

## **X. TERM**

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

## **XI. MOU AMENDMENTS**

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and DINUBA.

## **XII. MOU TERMINATION**

Either party, upon ninety (90) days’ advance written notice to the other party, may withdraw its participation in this MOU.

## **XIII. INTEGRATION**

This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.



**XIV. CALIFORNIA LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

**XV. JURISDICTION**

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

**XVI. WARRANTY OF AUTHORITY**

Each person signing this Agreement on behalf of a Party warrants that he or she has authority to do so.

**XVII. WAIVERS**

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

**XVIII. SEVERABILITY**

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

**XIX. INDEMNIFICATION**

TCRTA hereby agrees to indemnify and hold DINUBA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or

control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of DINUBA arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

DINUBA hereby agrees to indemnify and hold TCRTA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of DINUBA.

## **XX. POINTS OF CONTACT**

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the Parties may from time to time designate in writing:

### **City of Dinuba**

City Manager

405 E. El Monte Way

Dinuba, CA 93618

### **Tulare County Regional Transit Agency**

Executive Director

210 N. Church St., Suite B

Visalia, CA 93291

**XXI. COUNTERPART SIGNATURES**

**THE PARTIES** agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all **PARTIES**.

**CITY OF DINUBA**

**TULARE COUNTY  
REGIONAL TRANSIT AGENCY**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
TCRTA, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Executive Director

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

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

## **JPA AGREEMENT**

## **SERVICE AGREEMENT**

## **LEASE AGREEMENT**

# of Vehicles	Vehicle ID#	Vehicle Year	Make/Model or Vehicle Description	Vehicle Identification Number (VIN)	Date in Service	Out of Service	Fed Useful Life (yr)	Actual Service (yr)	Remaining yrs	Remaining % based on yrs	Actual Mileage	Minimum Useful Life Mileage	Remaining % based on miles	Total Federal Share	Remaining Fed Share based on yrs	Remaining Fed Share based on miles
1	1	2002	Ford/EI Dorado/ E450	1FDXE45M22HB72467		September 2016	5				228,381	150,000	-0.52%			
2	2	2002	Ford/EI Dorado/ E450	1FDXE45M02HB72466		May 2015	5				190,054	150,000	-27%			
3	OLD 3	1991	Ford/E350	1FDKE37G8MHA26461	January 1991	February 2011	5	20	-15	-300%	61,614	150,000	66%			
4	3	2017	Ford/Glaval Universal/E450	1FDFE4FSXHDC77735	March 2018	In Service	5	1	4	80%	41,191	150,000	73%			
5	4	2008	Freightliner/Cummins/Trolley	4UZAACB358CZ65243	December 2007	January 2019	7	12	-5	-42%	179,616	200,000	20%			
6	5	2008	Chev/EI Dorado AeroElite/C5500	1GBG5V1G98F407207		In Service	5				314,228	150,000	-209%			
7	6	2009	Chev/EI Dorado AeroElite/C5500	1GBG5V1G49F403700		March 2019	5				241,512	150,000	-61%			
8	7	2011	Ford/EI Dorado AeroTech/E450	1FDFE4FS3BDA29639		In Service	5				231,112	150,000	-54%			
9	8	2011	Ford/EI Dorado AeroTech/E450	1FDFE4FSXBDA29640	September 2010	In Service	5	9	-4	-80%	240,940	150,000	-61%			
10	9	2012	Ford/EI Dorado AeroElite/F550	1FDAF5GY9BEC71975	May 2012	In Service	5	7	-2	-40%	258,300	150,000	-72%			
11	10	2014	Ford/Glaval/E450	1FDFE4FS7EDB17680	January 2015	In Service	5	4	1	20%	99,688	150,000	66%			
12	11	2013	Ford/Startrans/Goshen	1F66FSDYXDOA04779		February 2019	7				110,660	200,000	55%			
13	12	2016	Ford/Glaval/E450	1FDFE4FS4GDC50335	October 2016	In Service	5	3	2	40%	125,690	150,000	16%			
	14	2019	Ford/Glaval/E450		December 2019	In Service										
	15	2010	Ford/Glaval/E550		April 2020	In Service										
OUT OF SERVICE																
BACKUP BUSES																

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**AGENDA ITEM VI-E**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Approve the Memorandum of Understanding (MOU) for Transit Services, Between the Tulare County Regional Transit Agency and the City of Tulare

**DISCUSSION:**

On August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement. The purpose of the Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, "Tulare County Regional Transit Agency" (TCRTA). The General Provisions of the Agreement authorize the Tulare County Regional Transit Agency with full power and authority to own, operate, and administer the public transportation system within the jurisdictions of the member agencies.

In accordance with the Joint Powers Agreement, staff has drafted a Memorandum of Understanding (MOU) for public transportation services for the City of Tulare. The draft MOU stipulates that the City of Tulare wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and TCRTA wishes to assume such responsibility.

Staff from both parties collaborated and reached an agreement to the service plan. The City of Tulare will be responsible landscape maintenance, utilities, and temporary communications for the Tulare Transit Center, and bill TCRTA for expenses monthly. TCRTA will be responsible for the administration the Tulare transit system, and will assume existing third-party service agreements with MV Transportation, Inc.

In exchange for these services, the City of Tulare will transfer all transit-specific Transportation Development Act (TDA) and available Federal Transit Administration (FTA) funds necessary to operate the Tulare transit service. TDA funds not used to operate the Tulare transit service will be transferred to the City of Tulare.

The full version of the proposed City of Tulare Transit Service MOU is attached.

**RECOMMENDATION:**

It is recommended that the Board:

1. Adopt draft Resolution, approving the Memorandum of Understanding for the City of Dinuba Transit Service, and
2. Authorize the Executive Director and County Counsel to negotiate and approve technical changes to the Memorandum of Understanding as needed.

**ATTACHMENT:**

1. Draft Resolution 2021-\_\_
2. Draft Memorandum of Understanding

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING  
THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
TULARE COUNTY REGIONAL TRANSIT AGENCY AND THE CITY OF TULARE**

**WHEREAS**, commencing on August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement to exercise their common powers by the formation and operation of a Joint Power Agency, "Tulare County Regional Transit Agency" (TCRTA), and authorize TCRTA with full power and authority to own, operate, and administer the public transportation system with the jurisdictions of the member agencies; and

**WHEREAS**, the City of Tulare wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

**WHEREAS**, the TCRTA wishes to assume such responsibility to own, operate, and administer a public transportation system for the City of Tulare in accordance with the Memorandum of Understanding (MOU); and

**WHEREAS**, the Memorandum of Understanding between the TCRTA and the City of Tulare shall be presented to the governing body's for determination; and

**WHEREAS**, the Board of Directors of the Tulare County Regional Transit Agency has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the City of Tulare of those matters in which it finds itself in agreement with the administration and operation of the Tulare Transit System, which it recommends that the Board of Directors implement in an appropriate manner;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby accepts and approves the Memorandum of Understanding for the City of Tulare Transit System which has been reviewed by the Board and is on file in the office of the Clerk of the Board. The Executive Director is hereby authorized and directed to carry out all of the provisions contained herein.

**RESOLUTION NO. 2021-05**

**THE FOREGOING RESOLUTION** was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Jose Sigala  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2021-05 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

---

Ted Smalley  
Executive Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF TULARE AND THE  
TULARE COUNTY REGIONAL TRANSIT AGENCY  
FOR PUBLIC TRANSPORTATION SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 and made between the **CITY OF TULARE (“TULARE”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. TULARE and TCRTA shall be referred to in this MOU together as Parties.

**WITNESSETH**

**WHEREAS**, The Joint Powers Agreement, dated August 11, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency”) hereafter called “TCRTA;” and

**WHEREAS**, the purpose of the formation and operation of TCRTA is to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies; and

**WHEREAS**, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

**WHEREAS**, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

**WHEREAS**, TULARE wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

**WHEREAS**, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from TULARE in accordance with this MOU and applicable law;

**NOW, THEREFORE**, TULARE and TCRTA agree as follows:

## STIPULATIONS

### I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY TULARE

- A. For the project (Project) covered by this MOU, TULARE hereby assigns, and TCRTA hereby assumes, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer the public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).
- B. This assignment pertains only to the designated activities described in this Stipulation I (B).
  - 1. The assignment includes the following:
    - a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and
    - b. Activities listed in the Service Agreement between the TULARE and MV Transportation, Inc. commencing on November 1, 2018, and remain in force and effect through June 30, 2023 identified in **Appendix B**; and
    - c. Activities listed in the Shared Building Agreement between TULARE and MV Transportation, Inc. commencing on November 15, 2014, and remain in force and effect through June 30, 2023 as identified in **Appendix C**; and
    - d. TULARE will provide landscape maintenance at the Transit Center and bill TCRTA on a monthly basis; and
    - e. TULARE will provide temporary telephone and internet services at the Transit Center and bill TCRTA on a monthly basis until those services are transferred to TCRTA.
- C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to TULARE and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of TULARE described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit services, excluding any unmet transit need reasonable to meet will be transferred to TULARE.

## **II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FROM ASSIGNMENT OF RESPONSIBILITIES**

- A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.
- B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, TULARE no longer will be responsible for audits or reporting relating to public transportation services described in Stipulation I (B).

## **III. TRANSFER OF ASSETS**

Assets transferring from TULARE to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

“Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient’s profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

TULARE assets transferring to TCRTA are identified in **Appendix D**.

## **IV. ANNUAL REPORT**

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report to TULARE. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution from each Party for the Project. The purpose of the Annual Report is to facilitate TULARE’s TDA claims for the next fiscal year.

TCRTA will provide answers and additional data, as reasonably necessary in response to questions from TULARE regarding the Annual Report. TCRTA will respond to questions and request for clarifications up to sixty days after the release of the Annual Report.

The Annual Report shall clearly and accurately present the following, in sufficient detail for all PARTIES to understand the figures:

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the Project and per Party.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years, planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).
6. Annual projection to operate Project for the next fiscal year.
7. Surplus balances reflected in the Annual Report will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the Project. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.

Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances. The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs exceed the annual operating contribution from the prior year. Capital contributions for vehicle



replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1<sup>st</sup> every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section V below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of

the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

## **V. WORKING GROUP**

A Working Group will be established consisting of staff representative of the following agencies:

- City of Tulare
- Tulare County Regional Transit Agency (TCRTA)
- Tulare County Association of Governments (TCAG)

The Working Group may take any action by a vote of two (2) affirmative votes, with each agency receiving one vote, provided such action is consistent with the terms of this MOU.

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

## **VI. OPERATING PERFORMANCE MEASURES**

The Working Group shall establish operating performance measures and their benchmarks to evaluate the effectiveness of the service. The operating performance measures are listed as follows:

- Farebox Recovery Ratio (10%)
- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Trip

- Net Operating and Capital Costs of Project per each Party
1. Modifications to the Operating Performance Measures will be made by the Working Group.
  2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

As required by the Federal Transit Administration, TCRTA, as the administrator of the service will collect and report financial (operating expenses) and non-financial (ridership data to the National Transit Database. TCRTA will track data for the Project separately.

In the event it becomes necessary to make changes to the Project before the Annual Report is ready with mutual agreement, then TCRTA will schedule meetings and provide necessary data to evaluate service and make changes.

## **VII. FEDERAL AND STATE REPORTING**

TCRTA shall be responsible for collecting and reporting specific data to meet federal and state reporting requirements. Operational data will be primarily be used to meet National Transit Database (NTD) reporting requirements.

TCRTA shall also be responsible for collecting Contractor monthly and annual reports in complying with the FTA Alcohol and Drug Testing regulations, Safety and Security regulations, and Disadvantaged Business Enterprise (DBE).

## **VIII. MARKETING**

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

## **IX. RECORDS, AUDIT, AND REVIEW**

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with “Operating Performance Measures.” All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA’s regular business hours upon reasonable notice.

## **X. TERM**

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

## **XI. MOU AMENDMENTS**

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and TULARE.

## **XII. MOU TERMINATION**

Either party, upon ninety (90) days’ advance written notice to the other party, may withdraw its participation in this MOU.

## **XIII. INTEGRATION**

This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**XIV. CALIFORNIA LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

**XV. JURISDICTION**

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

**XVI. WARRANTY OF AUTHORITY**

Each person signing this Agreement on behalf of a Party warrants that he or she has authority to do so.

**XVII. WAIVERS**

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

**XVIII. SEVERABILITY**

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

**XIX. INDEMNIFICATION**

TCRTA hereby agrees to indemnify and hold TULARE and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or

control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of TULARE arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

TULARE hereby agrees to indemnify and hold TCRTA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of TULARE.

## **XX. POINTS OF CONTACT**

All notices referenced in this Agreement shall be in writing and shall be given by first class mail addressed as follows, or at such other address or to such person the Parties may from time to time designate in writing:

### **City of Tulare**

City Manager

411 E. Kern Ave.

Tulare, CA 93274

### **Tulare County Regional Transit Agency**

Executive Director

210 N. Church St., Suite B

Visalia, CA 93291

**XXI. COUNTERPART SIGNATURES**

**THE PARTIES** agree that this Agreement may be signed in counterparts and shall become effective when fully executed by all **PARTIES**.

**CITY OF TULARE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**TULARE COUNTY  
REGIONAL TRANSIT AGENCY**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Executive Director

Approved as to Form:

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

## **Appendix A**

### **JPA AGREEMENT**



## **Appendix B**

### **SERVICE AGREEMENT**

## **Appendix C**

### **SHARED BUILDING AGREEMENT**

## Appendix D – TULARE VEHICLES TO TRANSFER TO TCRTA

TRANSIT VEHICLE INVENTORY												
As of March 20, 2020												
Unit	Year	Make	VIN	Engine	Fuel	Vehicle	Use	Plate				
Number					Type	Mileage	For	Number	Status	Capacity	W/C Bays	Delivered
2010	2007	Ford E450 Star Trans	1FDXE45S77DA88318	6.8L-V10	Gas	504,887	Route/DART	1400769	Active	12	2	
2021	2008	Ford Starcraft Allstar	1FD4E45S98DA70701	6.8L-V10	CNG	275,770	Route/DART	E1275546	Active	6	2	
2024	2009	<sup>2</sup> Blue Bird Low Floor	1N90349598A140678	BG230 Cummin	CNG	475,100	Route	1333881	Pending	30	2	Parts Only
2025	2009	<sup>2</sup> Blue Bird Low Floor	1N90349508A140679	BG230 Cummin	CNG	452,415	Route	1333880	Active	30	2	Parts Only
2026	2009	<sup>2</sup> Blue Bird Low Floor	1N93495159A140155	BG230 Cummin	CNG	490,281	Route	1344920	Active	30	2	
2027	2009	<sup>2</sup> Blue Bird Low Floor	1N93495179A140156	BG230 Cummin	CNG	519,081	Route	1344921	Active	30	2	
2028	2015	Gillig Low Floor	15GGB2711F1183908	ISLG 8.9 L	CNG	356,264	Route	1373695	Active	31	2	
2029	2015	Gillig Low Floor	15GGB2713F1183909	ISLG 8.9 L	CNG	351,754	Route	1373696	Active	31	2	
2030	2015	Gillig Low Floor	15GGB271XF1183910	ISLG 8.9 L	CNG	373,536	Route	1373697	Active	31	2	
2031	2015	Gillig Low Floor	15GGB2711F1183911	ISLG 8.9 L	CNG	354,294	Route	1373698	Active	31	2	
2032	2009	Ford E450 Star Trans	1FDEE35S09DA42236	6.8L-V10*	Gas	327,010	Route/DART	1400779	Active	12	2	6/2017
2033	2018	Ford Champion E450	1FD4E45S2HDC41585	6.8L-V10	Gas	89,598	Route/DART	1556606	Active	18	2	10/2/2018
2034	2018	Ford Champion E450	1FD4E45S1HDC50746	6.8L-V10	Gas	94,886	Route/DART	1556619	Active	18	2	10/2/2018
2035	2008	Ford Starcraft Allstar E450	1FD4E45S28DA59748	6.8L-V10	CNG	69,349	Route/DART	1320400	Active	18	2	8/6/2018
2036	2014	Ford Starcraft Allstar E450	1FD4E45S9EDB17681	6.8L-V10	CNG	95,221	Route/DART	1397976	Active	18	2	8/6/2018
2037	2019	Gillig Low Floor	15GGB3110K3194136	ISLG 8.9 L	CNG	1086	Route	1400812	Active	31	2	12/27/2019
2038	2019	Gillig Low Floor	15GGB3112K3194137	ISLG 8.9 L	CNG	785	Route	1400813	Active	31	2	1/6/2020
2039	2018	Dodge Braun,	2C7WDGBG7HR828830	3.6-v6	Gas	29197	DART	1558314	Active	6	2	1/14/2019
2040	2018	Dodge Braun,	2C7WDGBGXHR838493	3.6-V6	Gas	30,411	DART	1558316	Active	6	2	1/14/2019
		Transit Bues	Cutaways	Vans								

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**AGENDA ITEM VI-F**

**May 17, 2021**

**Prepared by Richard Tree, TCRTA Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Adoption of the Fiscal Year 2021-2022 Budget

**DISCUSSION:**

Staff has prepared the Tulare County Regional Transit Agency (TCRTA) Draft Budget for Fiscal Year 2021-2022. It has been prepared to be reflective of TCRTA's 2021 Service Plan. The Budget recommends the implementation and the continuation of existing transit services for the Cities of Dinuba, Tulare, and Woodlake.

This year's Budget has been developed and reviewed by the Finance Committee as well as each Member Agency. The numbers in the Budget are subject to refinement following an opportunity for the public to comment before the Board of Directors. The budget is dynamic and may require periodic amendments during the course of the 2021-2022 fiscal year.

The full version of the proposed Fiscal Year 2021-2022 is attached.

**RECOMMENDATION:**

It is recommended that the Board:

1. Allow for public comment and questions regarding the draft Fiscal Year 2021-2022 Budget; and
2. At the conclusion of public comments, adopt draft Resolution, adopting the Fiscal Year 2021-2022 budget; and
3. Authorize the Executive Director to draft a Memorandum of Understanding between the TCRTA and the Tulare County Resource Management Agency (RMA) for staff assistance, up to twenty percent of said staff time; and
4. Authorize the Executive Director and County Counsel to negotiate and approve technical changes to the Budget as required.

**ATTACHMENT:**

1. Draft Resolution 2021-\_\_
2. Draft FY 2021-2022 Budget

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE TULARE COUNTY REGIONAL TRANSIT AGENCY ADOPTING  
THE FISCAL YEAR 2021-2022 BUDGET**

**WHEREAS**, the Tulare County Regional Transit Agency (TCRTA) has prepared a comprehensive Draft Budget reflecting anticipated revenues and expenditures for both capital and operations associated with the Agency's eight (8) sub-system service providers; and

**WHEREAS**, the Finance Committee has had the opportunity to specifically review the budget; and

**WHEREAS**, the Member Agencies have had the opportunity to specifically review the budget; and

**WHEREAS**, each Member Agency and the Finance Committee supports the Budget and has agreed to set-aside negotiated Transportation Development Act (TDA) funds for stipulated purposes; and

**WHEREAS**, the Board of Directors has invited the general public to comment on the Budget; and

**WHEREAS**, the Budget must be adopted in order to continue providing the necessary financial support to the public transit system.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby adopt its Budget for fiscal year 2021-2022 totaling \$6,051,305. The Executive Director is hereby authorized and directed to carry out all of the provisions contained herein.

**RESOLUTION NO. 2021-06**

**THE FOREGOING RESOLUTION** was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed \_\_\_\_\_  
Jose Sigala  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2021-05 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 17<sup>th</sup> day of May 2021.

Signed \_\_\_\_\_  
Ted Smalley  
Executive Director

Tulare County Regional Transit Agency  
FY 2021-2022 Draft Budget

Account	Combined Budget
Public Transit Passenger Fares	\$347,521
Advertising	\$40,000
Other Revenue	\$152
Federal Funds (5307,5311,5339)	\$2,108,750
State Funds(LTF,SGR,STA,LCTOP)(incl Exeter & Farmersville LCTOP)	\$2,580,000
Measure R Transit Funds	\$287,500
Measure R Revenues ( Other financing sources)	\$357,669
TCAG Reserve Revenues (Other financing sources)	\$100,000
Fresno County - Dinuba Connection	\$51,000
Lease Revenue ( Dinuba/MV)	\$16,958
PTMISEA Dinuba (Shelters)	\$51,455
Grants Other ( SB1 Formula Planning Grant)	\$110,000
Interest Income	\$300
<b>Total Revenues</b>	<b>\$6,051,305</b>
Salaries and Employee Benefits	\$162,718
Benefits (i.e. Health Insurance, life Insurance, Unemp Ins)	\$48,815
Workers' Comp Ins	\$8,280
Communications (IT & Telephone)	\$45,160
Advertising ( Outreach)	\$57,808
Office Expense ( supplies)	\$4,820
Office Expense ( Comp Equip under \$5,000)	\$3,500
Office Expense ( Printing & copies)	\$399
Operating Supplies	\$1,040
Courier / Mail	\$622
Publications/Dues and Legal Notices	\$11,355
Utilities	\$14,979
Transporation, Travel & Training	\$9,000
Software & Licensing	\$14,692
Rent	\$18,744
Rents & Leases	\$58,930
Insurance	\$13,230
Special Dept Expense ( TCAG, RMA & Porterville Staff)	\$150,000
Professional and Specialized Expense	\$203,810
Contractual Services	\$4,492,366
Maintenance-Bldg & Improvements (TCAG)	\$46
Repair & Maintenance Facility	\$18,852
Repair & Maintenance Fleet	\$107,234
Improvements - Bus Shelters <small>(footnote 1)</small>	\$51,455
Transit Buses/Trolley (Dinuba grant match)	\$135,000
Equipment Replacement/Agency Reserves	\$418,450
<b>Total Expenses</b>	<b>\$6,051,305</b>

**Net \$0**