

AGENDA
Tulare County Regional Transit Agency

June 22, 2022
Budget Workshop 5:00 pm
Board Meeting 6:00 pm

Tulare County Regional Transit Agency
210 N. Church Street
Visalia, CA 93291

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to Assembly Bill 361, available at:
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361

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. CLOSED SESSION ITEMS:

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

- A. None

RECONVENE OPEN SESSION

V. REPORTS:

This is the time for all committee reports; executive committee reports; and staff informational items:

- A. Technical Advisory Committee (No Report)
- B. Board Executive Committee (No Report)
- C. Safety Committee (No Report)

VI. PRESENTATIONS:

- A. None

VII. CONSENT CALENDAR ITEMS:

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Action and Information Items.

- A. Approve Minutes of May 16, 2022 (Pages 01-02)
- B. Approve Minutes of May 25, 2022 Special Meeting (Pages 03-04)
- C. Reaffirm Resolution No. 2021-11 to Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361 (Pages 05)
- D. Adoption of a Resolution Approving Disadvantaged Business Enterprise (DBE) Program (Pages 06-44)
- E. Adoption of a Resolution Approving Title VI Program (Pages 45-94)
- F. Approve Partnership Agreement between the Porterville Unified School District (Pages 95-105)

VIII. ACTION AND INFORMATION ITEMS:

- A. Adoption of a Resolution Approving the Fiscal Year 2022 Budget and Capital Improvement Program (Pages 106-131)
- B. Adoption of a Resolution Approving Position Classification and Compensation for TCRTA Positions (Pages 132-160)
- C. Adoption of a Resolution Approving the Memorandum of Understanding (MOU) between TCRTA and the County of Tulare for Public Transportation Services (Pages 161-217)

D. Adoption of a Resolution Approving the Memorandum of Understanding (MOU)
between TCRTA and the City of Porterville for Public Transportation Services
(Pages 218-272)

IX. OTHER BUSINESS:

- A. Director's Report
- B. Request from Board Members for Future Agenda Items

X. ADJOURN:

The next scheduled Tulare County Regional Transit Agency (TCRTA) Board meeting date will be **July 18, 2022 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

<u>BOARD OF DIRECTORS</u>	<u>ALTERNATE</u>	<u>AGENCY</u>
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
Milt Stowe	Monte Reyes	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Jose Martinez	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare

EX OFFICIO MEMBERS

Georgina Landecho, CalVans

TCRTA STAFF

Rich Tree, Executive Director

OFFICE INFORMATION

*The TCTRA is temporarily receiving support from the Tulare County Association of Governments and County of Tulare

TCAG
210 N. Church Street, Suite B
Visalia, CA 93291
Phone: (559) 623-0450
Fax: (559) 733-6720
www.tularecog.org

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Item-VII A
Tulare County Regional Transit Agency
Minutes

May 16, 2022, 6:00 p.m.

Members Present: Thusu, Garver, Gomez, Caudillo, Stowe, Sigala, Valero,
Members Absent:
Alternates Present: Martinez
Staff Present: Rich Tree, Jennie Miller, Holly Gallo, Albert Barragan,
Jennifer Miller, Maria Garza, and Servando Quintanilla,
Counsel Present: Jeff Kuhn

I. CALL TO ORDER:

Chair Sigala called the meeting to order at 6:01 p.m.

III. PUBLIC COMMENT:

None

IV. CLOSED SESSION ITEMS:

None

V. COMMITTEE REPORTS:

None

VI. PRESENTATIONS:

None

VII. CONSENT CALENDAR ITEMS:

Request Approval of the Consent Calendar Action Items V-A through V-B

A. Action: Approve Minutes of April 18, 2022

B. Action: Reaffirm Resolution No. 2021-11 to Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361

Upon motion by Member Garver and seconded by Member Sigala the Tulare County Regional Transit Agency unanimously approve the recommendations as presented.

VIII. ACTION AND INFORMATION ITEMS:

A. Public Hearing: Proposed 2022 Fare and Service Changes

Mr. Tree reported on outreach efforts to the Board and on the restoration of fare collection and adoption of the 2022 TCRTA fares schedule, and replacing local flex routes, TCaT Routes 50 and 60, with on-demand service and create uniformity in the local fixed route schedule across the TCRTA system and create uniformity in the ADA paratransit schedule across the TCRTA system and in the On-Demand.

B. Action: Special Meeting on May 18, 2022

Mr. Tree stated if the TCRTA Board of Directors approve a Special Board meeting to be held on May 25, 2022, at 6:00 p.m. to consider the Transit Operations Services 2021-01 agreement with Transdev Services Inc.

Upon motion by Member Caudillo and seconded by Member Stowe the Tulare County Regional Transit Agency unanimously approve the recommendations as presented.

C. Action: Transit Safety and Security

Mr. Tree reported that this item would be covering the safety of passenger and employees of TCRTA, due to the increase in safety and security incidents, staff had started to draft a Public Transportation Agency Safety Plan which would include the following 1. Designation of a Chief Safety Officer, 2. TCRTA Safety Management Policy, 3. Process for Safety Risk Management, Safety

Assurances, and Safety Promotion, 4. Employee Reporting Tool, 5. Performance Targets based on safety performance measures established in FTA's National Public Transportation Safety Plan.

Upon motion by Member Sigala and seconded by Member Caudillo the Tulare County Regional Transit Agency unanimously approve the recommendations as presented.

IX. OTHER BUSINESS

A. Information: Directors Report

Mr. Tree stated that there were still ongoing discussions on filling TCRTA positions, and continuing talks on TCRTA budget, and further conversations with Tule River Tribe joining the agency, and gave updates on recent San Joaquin Valley Policy Conference.

B. Request from Board Members for Future Agenda Items

Chairman Sigala expressed the possibility of having a workshop to discuss budget matters.

X. ADJOURN

The meeting adjourned at 7:10 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on **June 22, 2022 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

**Item-VII B
Special Meeting
Tulare County Regional Transit Agency
Minutes**

May 25, 2022, 6:00 p.m.

Members Present: Thusu, Garver, Gomez, Caudillo,
Members Absent: Stowe, Sigala
Alternates Present: Martinez
Staff Present: Rich Tree, Jennie Miller, Elizabeth Forte, Holly Gallo, Albert Barragan, Giancarlo Bruno, Leslie Davis, and Servando Quintanilla,
Counsel Present: Jeff Kuhn

I. CALL TO ORDER:

Vice Chair Gomez called the meeting to order at 6:07 p.m.

III. PUBLIC COMMENT:

None

IV. CLOSED SESSION ITEMS:

A. Government Code Section 54957.6 – Conference with Labor Negotiator.
Agency Negotiator: Richard Tree. Employee Organizations: All unrepresented employees.

V. COMMITTEE REPORTS:

None

VI. PRESENTATIONS:

None

VII. CONSENT CALENDAR ITEMS:

Request Approval of the Consent Calendar Action Item

A. Action: Reaffirm Resolution No. 2021-11 to Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361

Upon motion by Member Thusu and seconded by Member Caudillo the Tulare County Regional Transit Agency unanimously approve the recommendations as presented.

VIII. ACTION AND INFORMATION ITEMS:

A. Action: Authorization to Award a Contract for Transit Operations Services to Transdev Services, Inc.

Mr. Tree stated that the staff report was updated, and an addendum was sent out to the committee. He further discussed authorization to award Transdev Services, Inc. He discussed consolidated services to one vendor to introduce efficiencies, a central call center, on demand service and new technologies for TCRTA. He provided a brief background of the procurement process and the addendums to the proposal and the scoring methodology based on the highest quality proposal that could provide the best service. He reviewed the proposal evaluation criteria, interview process, and scoring. Mr. Tree highlighted some key areas of Transdev's proposal and financial analysis for a five-year term. Mr. Tree discussed price increases such as employee wages estimated to be 1.9 million, technology expense to improve quality of service at 1.3 million and fare collection system maintenance for 1.3 million with 3 or 4 full time employees. Further, he discussed contract terms and cost control measures and a process to review operations and rate negotiation. Additionally, Mr. Tree disclosed that

Transdev contracts with two local companies that were owned by two of his family members, however he had no part in the procurement process and does not have any financial investment or gain in those businesses. Discussion ensued regarding the Transdev contract language, ADA assistance and technology requirements. Transdev Executive Director expressed his appreciation for the opportunity to work with TCRTA.

Upon motion by Member Thusu and seconded by Member Caudillo the Tulare County Regional Transit Agency unanimously approve the recommendations as presented.

B. Action: Approve Fare Collection Equipment with Genfare

Mr. Tree stated that some site reviews were not a part of the original proposal. There were 4 items that needed attention that were not in the original quote. He detailed the four items for consideration and shared that the cost would be \$109, 239.74.

Upon motion by Member Garver and seconded by Member Martinez the Tulare County Regional Transit Agency unanimously approve the recommendations as presented.

IX. OTHER BUSINESS.

A. Request from Board Members for Future Agenda Items

Director Thusu requested a work session for the next TCRTA budget.

X. ADJOURN

The meeting adjourned at 7:18 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on **June 27, 2022 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

Tulare County Regional Transit Agency

AGENDA ITEM VII-C

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance

BACKGROUND:

In response to the COVID-19 pandemic, the Governor suspended part of the Brown Act concerning the requirements for allowing Governing Board members to remotely participate in Board meetings. The suspended provisions require that 1) Governing Board meeting agendas allowing remote Board Member participation list each of the specific locations from which Board members will be remotely participating, 2) such agendas be posted at each such location, and 3) members of the public must be allowed to remotely participate in the meeting from each of the listed locations. The suspension was done to promote social distancing and so to help limit the spread of COVID-19.

DISCUSSION:

The Governor's suspension of these Brown Act provisions expired as of September 30, 2021, and was replaced by State Assembly Bill (AB) 361, an urgency statute that became effective as of September 30, 2021. Under AB 361, Governing Boards can continue to allow remote Board members participation in Brown Act public meetings if several conditions are met:

1. The meeting is held during a declared State of Emergency (Like the Governor's COVID-19 pandemic State of Emergency that's still in effect in California);
2. The Governing Board adopts findings to the effect that allowing remote meeting participation by Governing Board members promotes social distancing, which in turn helps prevent the spread of COVID-19;
3. The Governing Board confirms these conditions continue to be met every 30 days.

The Tulare County Regional Transit Agency Board of Directors passed a resolution adopting a policy of remote attendance pursuant to AB 361 on October 18, 2021.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors reaffirm Resolution No. 2021-11 to continue to participate in its governing board meetings remotely by the teleconferencing provisions of AB 361.

FISCAL IMPACT:

None

ATTACHMENT:

None

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Tulare County Regional Transit Agency

AGENDA ITEM VII-D

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Adoption of a Resolution Approving Disadvantaged Business Enterprise (DBE) Program

BACKGROUND:

The Tulare County Regional Transit Agency (TCRTA) receives financial assistance from the U.S. Department of Transportation's Federal Transit Administration (FTA). TCRTA receives these funds as direct recipients from the FTA, and as subrecipients through Caltrans. To be eligible for FTA financial assistance, directly or indirectly, TCRTA is required to have an adopted, FTA approved, Disadvantaged Business Enterprise (DBE) program as required by Code of Federal Regulations (CFR) Title 49 Part 26.21(c).

DISCUSSION:

TCRTA's Capital Improvement Program needs are met in part by grants from the FTA and Caltrans. These funds include, but are not limited to:

- FTA Section 5307
- FTA Section 5311
- Congestion Mitigation Air Quality (CMAQ), and
- Active Transportation Program (ATP)

Federal regulations require a recipient of federal financial assistance to comply with 49 CFR, Part 26. The regulations require nondiscrimination in the award and administration of federally assisted contracts in transit programs. Another requirement of 49 CFR is for recipients to implement a DBE Program. The primary objective of the DBE Program is to level the playing field by providing small businesses owned and controlled by socially and economically disadvantaged individuals a fair opportunity to compete for federally funded transportation contracts. Groups that are considered socially and economically disadvantaged individuals are:

- African Americans
- Hispanic Americans
- Native Americans
- Asian Pacific Americans
- Subcontinent Asian Americans, and
- Women

TCRTA's DBE program facilitates participation by DBEs through both race neutral and race conscious measures. Race conscious measures are the setting of a DBE goal in bid documents and in requests for proposals. If an apparent low bidder fails to meet the project-specific goal or

fails to demonstrate good faith efforts to do so, the bid will be deemed non-responsive, and the bid will be rejected.

TCRTA is also required to take affirmative steps to use many of the race-neutral means of achieving DBE participation identified at 49 CFR 26.21(b) as are feasible. Affirmative steps include unbundling of large contracts, lowering of bonding requirements, distribution of a DBE directory to all prime contractors in this market, etc.

TCRTA's DBE program set forth in Attachment 2 is based on the model provided by Caltrans and will be in compliance with FTA regulations. Components of the DBE program include assurances for prompt payment of subcontractors by prime contractors on federally assisted projects, as well as prompt payment from TCRTA to prime contractors on federally assisted projects.

Upon adoption of the DBE Program, the Executive Director must also circulate a policy statement expressing a commitment to the DBE Program throughout the communities the Agency serves, including DBE and non-DBE communities (local minority contracting organizations and builder's exchanges) that perform work on our federally assisted contracts.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors adopt the draft resolution approving the Tulare County Regional Transit Agency's Disadvantaged Business Enterprise (DBE) Program.

FISCAL IMPACT:

Should TCRTA not approve a DBE Program the Agency will forfeit access to federal and state funding.

ATTACHMENT:

1. Draft Resolution
2. Draft DBE Program

RESOLUTION: 2022-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY
APPROVING THE TULARE COUNTY REGIONAL TRANSIT AGENCY'S
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

WHEREAS, the Secretary of Transportation is authorized to make grants for public transportation; and

WHEREAS, the Tulare County Regional Transit Agency is interested in making applications for available Federal funds to support local transit services; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provisions for the local share of project costs; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises (DBE) have an equal opportunity to receive and participate in federally assisted contracts; and

WHEREAS, the Federal Transit Administration requires an active DBE Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby approve the Tulare County Regional Transit Agency's DBE Program attached hereto as Exhibit 1, effective through July 31, 2025.

BE IT FURTHER RESOLVED, the Executive Director is hereby authorized to execute and file with such applications an assurance, or any other documents required by the U.S. Department of Transportation effectuating the purpose of the DBE Program.

PASSED AND ADOPTED this 22nd day of June 2022 by the Board of Directors of the Tulare County Regional Transit Agency.

RESOLUTION: 2022-_____

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 22nd day of June 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed_____

Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-_____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 22nd day of June 2022.

Signed_____

Richard Tree
Executive Director

Tulare County Regional Transit Agency (TCRTA)

Federal Transit Administration DBE Program

June 22, 2022

Prepared by:
Teresa Ortega
Tulare County Regional Transit Agency
210 N. Church, Suite B
Visalia, CA 93277
(559) 623-0450

Tulare County Regional Transit Agency

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The Tulare County Regional Transit Agency (TCRTA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Tulare County Regional Transit Agency has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the TCRTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the TCRTA to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

Richard Tree, Director, has been delegated as the DBE Liaison Officer. In that capacity, Richard Tree is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Tulare County Regional Transit Agency in its financial assistance agreements with the Department of Transportation.

The TCRTA has disseminated this policy statement to the TCRTA Board of Directors and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. TCRTA will also distribute this statement and all DBE information in all public notices, the TCRTA’s website, and all other available media outlets.

Richard Tree, TCRTA Director

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The TCRTA is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

The terms used in this policy statement have the meanings defined in 49 CFR 26.5.

Section 26.7 Non-discrimination Requirements

The TCRTA will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the TCRTA will not, directly, or through contractual or other, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

We will report DBE participation to DOT as follows:

The TCRTA will directly submit to the FTA the Uniform Report of DBE Awards or Commitments and Payments semi-annually (due June 1 and December 1), through the Blackcat Reporting Portal.

Reports are due by June 1 (for the period covering October 1 – March 31) and by December 1 (for the period covering April 1 – September 30).

Bidders List: 26.11(c)

The TCRTA will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways:

Options include, but are not limited to, a contract clause requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts; a recipient-directed survey of a statistically sound sample of firms on a name/address list to get age/size information; a notice in all solicitations, and otherwise widely disseminated, request to firms quoting on subcontracts to report information directly to the recipient, etc.

Section 26.13 Federal Financial Assistance Agreement

TCRTA has signed the following assurances, applicable to all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project:

Assurance: 26.13(a)

TCRTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the TCRTA of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the newly formed TCRTA will receive grants of \$250,000 or more in FTA planning capital, and/or operating assistance in a federal fiscal year, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Richard Tree
210 N. Church St. Ste. B
Visalia, CA 93277
(559) 623-0452
rtree@tularecag.ca.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the TCRTA complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.

10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the TCRTA to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may aid the DBELO.

Section 26.29 Prompt Payment Mechanisms

The TCRTA ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

Section 26.29(a)

The contractor or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Prompt Progress Payment to Subcontractors, Section 26.29(b)

The TCRTA shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation 49 CFR 26.29 requires one of three methods to be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor of subcontractor to a subcontractor. The TCRTA has chosen:

Method 2: No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Section 26.29(d)

The TCRTA will provide the appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and condition of the contract. The means may also provide that any delay or postponement of payment amount the parties may take place only for good cause with the local agency's prior written approval.

Section 26.31 Directory

The TCRTA will refer interested persons to the California Unified Certification Program DBE directory available from the Program's Web site at: <http://californiaucp.org/>

Section 26.33 Overconcentration

TCRTA has not identified that overconcentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

TCRTA has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The TCRTA will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment 2** the regulation, provisions, and contract

remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.

3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is performed by the DBEs. This will be accomplished by direct observation, frequent site visits, review of contracting records, audits of payroll records, and verifying the title of the equipment used.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Small Business Participation

The TCRTA has incorporated the following non-discriminatory element to its DBE program, to facilitate competition on FTA-assisted projects by small business concerns (both DBEs and non-DBE small businesses):

1. Definition

Small Business Enterprise:

For the purposes of this Program and in accordance with the State of California's definition of "microbusiness" as set forth in California Government Code Section 14837 and amended by the Director of General Services, "Small Business Enterprise" is defined as:

1. A small business which, together with affiliates, has average annual gross receipts of three million five hundred thousand dollars (\$3,500,000) or less over the previous three years, or
2. A small business manufacture with 25 or fewer employees.

Market Area:

The "Market Area" for this program will be the Counties of Kings, Fresno, and Tulare.

2. Compliance with State of California Small Business Eligibility Requirements:

The TCRTA will utilize the State of California certification to verify the status as a small business for participation in the TCRTA's Small Business Program. Contractors will only be eligible to benefit from the Program if they are a State of California Certified Microbusiness. Accordingly, the definition of a "Microbusiness" will be modified as necessary to remain consistent with the State of California's definition and certification eligibility of "microbusiness".

3. Small Business for Contracts <\$50,000:

The TCRTA will establish a race-neutral small business set-aside contracts for Small Business Enterprises (SBEs), provided that an adequate number of qualified small businesses can compete for the work.

The State of California small business directory will be consulted to determine if there is an adequate pool of certified SBE vendors in the market area that are ready, willing, and able to perform. The contract opportunity will be advertised in accordance with the purchasing policy, but only Small Businesses will be eligible for award. In those circumstances when only a single proposal or bid that has been solicited under this Program has been received, the contract will be re-solicited, unless there is a sound documented business reason to justify the lack of competition.

4. Contract with estimated cost >\$1,000,000

The TCRTA will include language in bid documents to encourage prime contractor to use “Small Business Enterprise”. The Language will include the definition of a small business, where to find information on how to be certified as a small business and direct them to the State of California Small Business Directory.

The TCRTA will also require bidders to identify subcontractor that are certified as a “Small Business”. TCRTA staff will review, on an annual basis, the percentage of small business participation in subcontracts.

The Small Business element to the DBE program has been included in workshops and pre-bid meet and greets that have been held and will continue to be implemented. In the process the County has gained some knowledge as to what barriers exist for SBEs. These include, but are not limited to, SBEs not affording bid bonds and not having enough funding to carry the project. We will be meeting with SBEs to address these issues and more. We plan to break down these barriers by allowing an increase on invoice frequency and reducing bid bonds on projects. On top of these efforts the TCRTA intends to set-aside selected federally funded contracts. The TCRTA will continue to address barriers to Small Business Participation and continue to grow and implement this element in the program. The TCRTA plans to have the Small Business element of the DBE program fully implemented by the end of FY 20/21.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The TCRTA will not use quotas or set asides in any way in the administration of the local agency component of the DBE Program Plan.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 3** to this program. This section of the program will be updated annually.

In accordance with Section 26.45(f) the TCRTA will submit its overall goal to DOT on June 1 of each year. Before establishing the overall goal each year, TCRTA will consult with minority, women’s and general contractor groups, community organizations, and other officials or

organizations to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the TCRTA's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the TCRTA Transit Centers throughout the County of Tulare for 30 days following the date of the notice, and informing the public that you and DOT will accept comments on the goals for 45 days from the date of the notice. The TCRTA will also publish the advertisement in the Porterville Recorder, Visalia Times Delta, and the TCRTA website. Normally, we will issue this notice by May 1 of each year. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

We will begin using our overall goal on July 1 of each year unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.47 Shortfall Analysis and Corrective Action Plan

The definition of DBE shortfall is a recipient's failure to meet its DBE goal by the end of the fiscal year. In the event a shortfall occurs the TCRTA will then conduct a shortfall analysis followed up by a corrective action plan.

The shortfall analysis would consist of analyzing in detail the reasons for the difference between the overall goal and the awards and commitments for the fiscal year. The shortfall analysis will explain the reasons for the shortfall and help to establish our corrective action.

Corrective action will identify steps and milestones to correct the shortfall. The TCRTA will maintain the shortfall analysis and corrective actions in our records for each fiscal year that the goal is not met.

Section 26.49 Transit Vehicle Manufacturers Goals

TCRTA will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, TCRTA may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

DBE regulations require FTA recipients to report transit vehicle procurement awards within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract. The TCRTA will utilize the FTA Transit Vehicle Award Reporting Form, located below.

<https://www.surveymonkey.com/r/vehicleawardreportsurvey>

The TCRTA will comply with 49 CFR 26.49(a)(4) requirement and report its vehicle procurement awards to the FTA on an annual basis.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 4** to this program. This section of the program will be updated annually when the goal calculation is updated.

Section 26.51(d-g) Contract Goals

The TCRTA will use contract goals to meet any portion of the overall goal TCRTA does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive

Richard Tree
210 N. Church St. Ste. B
Visalia, CA 93277
(559) 623-0452
rtree@tularecag.ca.gov

Albert Barragan
Transit Manager
210 N. Church St. Ste. B
Visalia, CA 93277
(559) 623-0831
tortega@tularecounty.ca.gov

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

TCRTA treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 3 days of being informed by TCRTA that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Richard Tree, TCRTA Director, 210 N. Church St. Suite B, Visalia CA 93277, (559) 623-0452, rtree@tularecag.ca.gov. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

TCRTA will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the TCRTA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of ____ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The TCRTA is not a certifying agency but will help with the process and direct possible DBEs to an agency that is certified and follow the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. They will make their certification decisions based on the facts as a whole.

For information about where to apply for certification, firms should contact:
Richard Tree, Director, 210 N. Church St. Ste. B, Visalia, CA 93291, (559) 623-0452
rtree@tularecag.ca.gov.

The certification application forms, and documentation requirements are found in **Attachment 6** to this program.

This is a list of certifying agencies:
<https://www.transportation.gov/sites/dot.gov/files/docs/mission/civil-rights/disadvantaged-business-enterprise/336531/dbe-state-certifying-agencies-list.pdf>

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

Caltrans is the member of a Unified Certification Program (UCP) administered by State of California. The UPC will meet all of the requirements of this section. The following is a description of the UCP:

The California Unified Certification Program (CUCP) provides “one-stop shopping” certification services to small, minority and women businesses seeking to participate in the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program. Certification services are offered to businesses seeking to obtain either DBE or airport concessionaire disadvantaged business enterprise (ACDBE) status.

As mandated by USDOT in the DBE Program, Final Rule 49 Code of Federal Regulations (CFR), Parts 23 and 26, all public agencies that receive USDOT federal financial assistance must participate in a statewide unified certification program. These public agencies, commonly referred to as “recipients” of USDOT funds, include municipalities, counties, special districts, airports, transit agencies, and the State Department of Transportation (Caltrans).

The California Unified Certification Program (CUCP) went into effect on January 1, 2002. It is a “One-Stop Shopping” certification program that eliminates the need for a DBE or ACDBE firm to obtain certifications from multiple agencies within the State. A business certified as a DBE or ACDBE through the CUCP is automatically accepted by all USDOT recipients in California.

The CUCP is charged with the responsibility of overseeing the certification activities performed by various certifying agencies and compiling and maintaining a single Statewide database of certified DBEs. The Database is intended to expand the use of DBE and ACDBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all USDOT recipients in California. Select the “Directory” link on the top to access the Statewide database.

The CUCP certifying agencies are responsible for certifying DBE firms. You only need to apply for DBE certification at one agency. If your firm meets the General Criteria for DBE certification as provided on the Application Package, submit your completed application, along with the requested documentation, to one of the Certifying Agencies serving the geographical area where your firm has its principal place of business.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c)

A certified agency will review the eligibility of DBEs that were certified under former part 23, to make sure that they will meet the standards of Subpart E of Part 26. They will complete this review no later than three years from the most recent certification date of each firm.

“No Change” Affidavits and Notices of Change (26.83(j))

The UCP requires all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the certifying agency’s application for certification.

The UCP also requires all owners of all DBEs that have been certified to submit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [*name of DBE firm*] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [*name of DBE*]’s application for certification, except for any changes about which you have provided written notice to the TCRTA under 26.83(j). [*Name of firm*] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm’s previous three fiscal years do not exceed \$16.6 million.

The UCP requires DBEs to submit with this affidavit documentation of the firm’s size and gross receipts.

The certifying agency will notify all currently certified DBE firms of these obligations. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm’s owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If a firm’s application is denied or decertified, it may not reapply until six (6) months has passed from the action. A written explanation for the denial will be issued by the certifying agency.

Section 26.87 Removal of a DBE’s Eligibility

In the event a certified agency proposes to remove a DBE’s certification, they will follow procedures consistent with 26.87. **Attachment 7** to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, the certifying agency will have determined that another official or office will serve as the decision-maker in de-certification proceedings. They will need to have established an administrative “firewall” to ensure that this other official or office will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Section 26.89 Certification Appeals

Any firm or complainant may appeal our decision in a certification matter to DOT within 90 days of the final decision. Such appeals may be sent to:

U.S. Department of Transportation
Department Office of Civil Rights
External Civil Rights Programs Division (S-33)
1200 New Jersey Ave., S.E.
Washington, DC 20590
Phone: (202) 366-4754
TTY: (202) 366-9696
Fax: (202) 366-5575

The certifying agency will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclose to third parties’ information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the TCRTA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

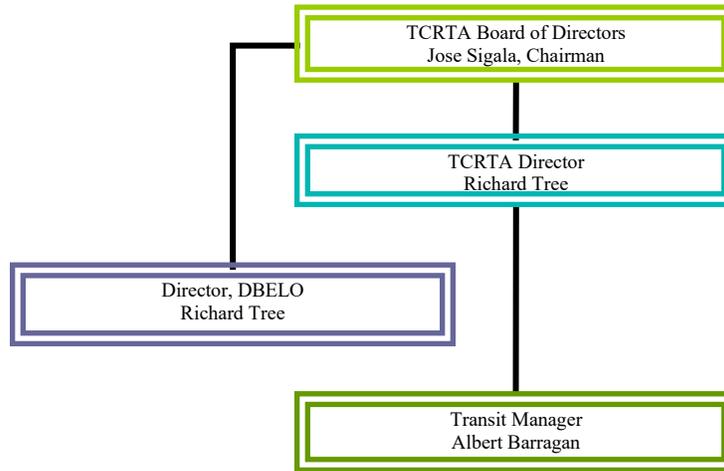
ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	Monitoring and Enforcement Mechanisms
Attachment 3	Overall Goal Calculation
Attachment 4	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 5	Form 1 & 2 for Demonstration of Good Faith Efforts
Attachment 6	Certification Application Forms
Attachment 7	Procedures for Removal of DBE's Eligibility
Attachment 8	Public Notice
Table 1	Federally Assisted Capital Projects

Attachment 1

Organizational Chart

Disadvantaged Business Enterprise (DBE) Program
Reporting Structure/Support Staff



Duties of:

DBELO: DBE Liaison Officer and General Administrator of the DBE Program. DBE Program(s) Compliance Officer. Compliance Officer reviews all matters related to contractor’s adherence to the City’s DBE Program. The contact information for the DBELO is listed below:

Name: Richard Tree,
Address: 210 N. Church St. Ste. B
Visalia, CA 93277
Phone: 559-623-0452
E-Mail: rtree@tularecag.ca.gov

Attachment 2

Monitoring and Enforcement Mechanisms

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

Attachment 3

Section 26.45: Overall Goal Calculation

Introduction

The TCRTA, herein referred to as PT, submits this Disadvantaged Business Enterprise (DBE) goal methodology to the U.S. Department of Transportation’s Federal Transit Administration (FTA) for review and approval pursuant to 49 CFR 26.45 to establish the overall DBE goal for its federally assisted transit projects.

During Fiscal years 2021, 2022, 2023, the PT’s schedule of Capital Projects shall include transit operations and management, bus stop improvements, bus stop signage, signal preemption devices and bus stop shelter contracts.

49 CFR Part 26.45 requires a two-step process for setting the overall DBE goal, which should reflect the expected level of DBE participation on PT contracts in the absence of discrimination. The PT proposes to establish its DBE overall goal for federal fiscal years 2017 through 2019 at 1.06% for new contracts, with 1.00% to be obtained through race-neutral means and the remaining .06% through race-conscious means.

This submission must include 1) A description of the methodology used to establish the goal, including the base figure and evidence with which it was calculated, and the evidence relied on for any adjustments; and 2) A projection of the portions of the overall goal expected to be met through race conscious measures; and 3) A summary listing of relevant available evidence of disparity and, where applicable, an explanation of why that evidence was not used to adjust the base figure.

Annual Goal Methodology: (Two-Step Process)

Step One: Determining the Base Figures – 49 CFR Part 26.45(C)

As part of the goal setting process, Step 1 requires PT to begin with a base figure for the relative availability of DBEs. The base figure represents the number and relative availability of ready, willing, and able DBE firms as compared to all firms ready, willing and able to perform work for the PT. This formula utilized to calculate this percentage is listed below.

Step One Base Figure =

$$\text{Base figure} = \frac{\text{Ready, willing, and able DBEs}}{\text{All firms ready, willing, and able}}$$

The formula and methodology, for annual DBE goal preparation, was prepared comparing North American Industry Classification System (NAICS) that are associated with category 23 (Construction) and category 54 (Professional, Scientific, and Technical Services) projects.

To establish the Base Figure, contractile items were identified. Then the Base Goal was calculated using the relative availability of DBEs in the Caltrans District 6 area to perform contracts scheduled for fiscal years 2017-2019. The California Unified Certification Program's (CUCP) list of certified DBE contractors is the basis for the PT's DBE certified contracting pool. This list of certified DBE contractors is compared to a more global list of business, segregated by NAICS Code. The 2009 U.S. Census Bureau's County Business Pattern (USCBP) database is used to determine the availability of business – limited to the Caltrans District 6 area.

A. Construction (BASE):

1. Filtered for NAICS category:
 - Construction (23)

2. Filtered for Contractors that operate within the five-county market area that generally serves the TCRTA's contracting needs:
 - Fresno
 - Madera
 - Kings
 - Kern
 - Tulare

Which results in 67 identified available DBE firms.

Denominator: The total number of construction companies within the TCRTA's five-county market area based on the U.S. Census Bureau "County Business Pattern" statistics for 2009 (NAICS Code 23), which is the most recent available year of data:

Total firms: 1,907

Ratio (Construction): $\frac{67}{1,907} = 1.00\%$

Step Two: Adjustment – 49 CFR Part 26.45(D)

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

In order to reflect as accurately as possible, the DBE participation we would expect in the absence of discrimination we have adjusted our base figure by 0%.

It is the opinion of the TCRTA that the current DBE program data is representative of the local market capacity.

The TCRTA's bidder's list provides no additional data that appears to be relevant to the establishment of the base goal. However, the DBE participation during the recent race-conscious DBE program period is indicative of race and gender neutral effects on the bidding process in achieving DBE participation. City DBE contract participation has exceeded overall goals each year since the 2000 modifications were implemented.

It has been observed that DBE utilization by prime contractors tends to be primarily in certain types of construction such as: paving, minor concrete construction, reinforcing steel fabrication, traffic control, trucking and furnishing certain types of construction materials, and appears to be absent and difficult to attain in some types of subcontract work, such as storm water pollution prevention, rip rap, clearing and grubbing, pipe installation and materials, fencing, major concrete paving, pile driving and drilling, and cold planning.

The TCRTA does not have any data that would provide a more accurate measurement of the "current capacity of DBE's" for the TCRTA market area than that which is described. Therefore, no adjustment to the base figure is proposed.

Disparity Study Results

A State-wide disparity study has been completed by a consultant under contract to the State of California Department of Transportation (Caltrans). That study indicated that the State of California should consider a State-wide base figure of 13.5% for its DBE calculations. Based on published information by Caltrans for FY 2013/2014, we understand that the current Statewide Goal is 13.5% (6.75% race-neutral and 6.75% race-conscious). However, our calculations indicate that only 1.5% of construction firms statewide are DBE firms and only .09% of of statewide construction firms are UDBE firms using UCP and Census data.

The TCRTA, in reviewing data for its five-county market area, does not have any factual data to indicate that there are ready and available Underutilized Disadvantaged Business Enterprise firms in excess of the base figure calculated herein. Therefore, no adjustment to the base figure is proposed for this calculation.

Attachment 4

Section 26.51: Breakout of Estimated Race-Neutral & Race Conscious Participation

TCRTA will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

We estimate that, in meeting our overall goal of 1.00%, we will obtain 100% from race-neutral participation.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation: Filtered for contractors that operate within the five-county market area that generally serves the TCRTA's contracting needs, Filtered for Underutilized Disadvantaged Business Enterprises (UDBE's) Asian Pacific males, Black males, Native American males, and Women.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

A. Construction (UDBE):

1. Filtered for NAICS category:
 - Identified in Step 1
2. Filtered for Contractors that operate within the five-county market area that generally serves the TCRTA's contracting needs:
 - Fresno
 - Madera
 - Kings
 - Kern
 - Tulare

3. Filtered for Underutilized Disadvantaged Business Enterprises (UDBE's)
 - Asian Pacific males
 - Black males
 - Native American males
 - Women

Which results in 4 identified available UDBE firms.

Denominator: The total number of construction companies within the TCRTA's five-county market area based on the U.S. Census Bureau "County Business Pattern" statistics for 2009 (NAICS Code 23), which is the most recent available year of data:

Total firms: 67

Total Construction firms: 27,288

Ratio (Construction): $\frac{4}{67} = .06\%$

The TCRTA believes achieving the DBE of 1% is achievable through Race Neutral goals and the 2012 Caltrans Disparity Study utilized as part of our analysis does not lead us to believe the Race Conscious goal is necessary. Considering the low % of UDBE firms available the TCRTA will look towards DBE goal achievement with 100% Race Natural means.

Establishment of Annual Anticipated DBE Participation Level

Based on available data, as described above, the TCRTA's UDBE goal and Anticipated DBE Participation goals are summarized as follows:

DBE Participation Level July 1, 2020 through June 30, 2021	
DBE Goal	1.00%
UDBE Goal	+ .06%
Total DBE Goal	1.06%

The TCRTA hereby established an annual overall DBE Goal of 1.06% for Federal Fiscal Years 2020 through 2021, and anticipates approximately this level of actual participation through the continued utilization of race and gender-neutral methods.

NOTE: DBE and race-neutral goals are not submitted to Caltrans or any other entity. These calculations have been prepared for the sole purpose of establish contract specific goals.

Public Participation

We published our goal information in these publications: Visalia Times Delta, TCRTA Website. The notice was also posted on the website www.ridetcat.org

.
We received comments from these individuals or organizations:0

Summaries of these comments are as follows:0

Our responses to these comments are: 0

Attachment 5

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Attachment 6

Certification Application Forms

CALTRANS is the member of a Unified Certification Program (UCP) administered by California Department of Transportation (CALTRANS). The UCP will meet all of the requirements of this section. The following is a description of the UCP. CALTRANS has a web site with all DBE eligible companies listed.

Applications can be viewed at the CALTRANS website:
http://www.caltrans.ca.gov/hq/bep/business_forms.htm

BEFORE YOU COMPLETE THE DBE APPLICATION

In order to apply for certification as a Disadvantaged Business Enterprise (DBE), your firm *must* meet the following eligibility criteria stated in 49 CFR Part 26:

- The disadvantaged individual must be a U.S. citizen (or resident alien) and be a member of a [socially or economically disadvantaged group](#).
- The disadvantaged individual must have a personal net worth (PNW) of less than \$1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm, and his or her equity in their primary residence.
- Depending upon the nature of work performed, a firm (including its affiliates) must not have average annual gross receipts over the firm's previous three fiscal years in excess of \$22,410,000 (\$52,470,000 for airport concessionaires in general with some exceptions). This size standard is for construction related work. Depending on the type of work the business performs, other lower size standards may apply.
- The firm must be a for-profit small business where socially and economically disadvantaged DBE owner(s) own at least a 51% interest and have managerial and operational control of the business operations; the firm must not be tied to another firm in such a way as to compromise its independence and control.
- The socially and economically DBE owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day, as well as long-term decisions on matters of management, policy and operations.
- If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential.
- [Regulatory details on certification standards](#).

If applying with Caltrans, submit application to:

**Office of Business & Economic Opportunity
Attn: Certification Unit
1823 14th Street,
Sacramento, CA 95811**

Questions? Call (916) 324-1700

[Apply with another agency](#)

**Downloadable California Unified Certification Program (CUCP) DBE Application Forms
The PDF forms are in fillable format**

DBE and ACDBE Forms		
CUCP DBE Certification Application Package	in Word[©]	in PDF
CUCP DBE Certification Application Instructions	in Word[©]	in PDF
Airport Concession DBE Application	in Word[©]	in PDF
Personal Financial Statement	in Word[©]	in PDF
UCP No Change Declaration	in Word[©]	in PDF
CUCP Out-of-State Application	in Word[©]	in PDF

Attachment 7

Procedures for Removal of DBE's Eligibility

a. Ineligibility complaints.

1. Any person may file with you a written complaint alleging that a currently certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. You are not required to accept a general allegation that a firm is ineligible or an anonymous complaint. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities must be protected as provided in §26.109(b).

2. You must review your records concerning the firm, any material provided by the firm and the complainant, and other available information. You may request additional information from the firm or conduct any other investigation that you deem necessary.

3. If you determine, based on this review, that there is reasonable cause to believe that the firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. If you determine that such reasonable cause does not exist, you must notify the complainant and the firm in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

b. Recipient-initiated proceedings. If, based on notification by the firm of a change in its circumstances or other information that comes to your attention, you determine that there is reasonable cause to believe that a currently certified firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

c. DOT directive to initiate proceeding.

1. If the concerned operating administration determines that information in your certification records, or other information available to the concerned operating administration, provides reasonable cause to believe that a firm you certified does not meet the eligibility criteria of this part, the concerned operating administration may direct you to initiate a proceeding to remove the firm's certification.

2. The concerned operating administration must provide you and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.

3. You must immediately commence and prosecute a proceeding to remove eligibility as provided by paragraph (b) of this section.

d. Hearing. When you notify a firm that there is reasonable cause to remove its eligibility, as provided in paragraph (a), (b), or (c) of this section, you must give the firm an opportunity for an informal hearing, at which the firm may respond to the reasons for the proposal to remove its eligibility in person and provide information and arguments concerning why it should remain certified.

1. In such a proceeding, you bear the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of this part.
2. You must maintain a complete record of the hearing, by any means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to DOT under §26.89, you must provide a transcript of the hearing to DOT and, on request, to the firm. You must retain the original record of the hearing. You may charge the firm only for the cost of copying the record.
3. The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, you bear the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as you would during a hearing.

e. Separation of functions. You must ensure that the decision in a proceeding to remove a firm's eligibility is made by office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.

1. Your method of implementing this requirement must be made part of your DBE program.
2. The decision maker must be an individual who is knowledgeable about the certification requirements of your DBE program and this part.
3. Before a UCP is operational in its state, a small airport or small transit authority (i.e., an airport or transit authority serving an area with less than 250,000 population) is required to meet this requirement only to the extent feasible.

f. Grounds for decision. You must not base a decision to remove eligibility on a reinterpretation or changed opinion of information available to the recipient at the time of its certification of the firm. You may base such a decision only on one or more of the following:

1. Changes in the firm's circumstances since the certification of the firm by the recipient that render the firm unable to meet the eligibility standards of this part;
2. Information or evidence not available to you at the time the firm was certified;
3. Information that was concealed or misrepresented by the firm in previous certification actions by a recipient;

4. A change in the certification standards or requirements of the Department since you certified the firm; or

5. A documented finding that your determination to certify the firm was factually erroneous.

g. Notice of decision. Following your decision, you must provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice must inform the firm of the consequences of your decision and of the availability of an appeal to the Department of Transportation under §26.89. You must send copies of the notice to the complainant in an ineligibility complaint or the concerned operating administration that had directed you to initiate the proceeding.

h. Status of firm during proceeding.

1. (1) A firm remains an eligible DBE during the pendency of your proceeding to remove its eligibility.

2. The firm does not become ineligible until the issuance of the notice provided for in paragraph (g) of this section.

i. Effects of removal of eligibility. When you remove a firm's eligibility, you must take the following action:

1. When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so.

2. If a prime contractor has executed a subcontract with the firm before you have notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. In this case, or in a case where you have let a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after you issued the notice of its ineligibility shall not count toward your overall goal but may count toward the contract goal.

3. Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, you may continue to count its participation on that contract toward overall and contract goals.

j. Availability of appeal. When you make an administratively final removal of a firm's eligibility under this section, the firm may appeal the removal to the Department under 26.89.

Tulare County Regional Transit Agency

Public Notice

DISADVANTAGE BUSINESS ENTERPRISE (DBE)
GOAL FOR FISCAL YEARS 2022, 2023, 2024

The Tulare County Regional Transit Agency, in accordance with requirements of the U.S. Department of Transportation (DOT), 49 CFR Part 26, as amended, hereby notifies the public that it is recommending a 1.06% Disadvantaged Business Enterprise (DBE) goal for participation in Federal Transit Administration (FTA) – assisted contracts during the Fiscal Years 2022, 2023, 2024.

The proposed methodology and its rationale used to determine the level of DBE participation will be available for public review for 30 calendar days from the date of this notice from 8:30 a.m. to 5:30 p.m., PST, Monday – Friday, Tulare County Regional Transit Agency located at 210 N. Church St. Ste. B, Visalia, CA 93291. Written comments on this goal will be accepted for 45 days from the date of this notice. Comments are for informational purposes only and may be sent to the DBE Compliance Officer, at the above address or you may submit them to FTA’s Office of Civil Rights located at 201 Mission, Suite 1650, San Francisco CA 94105.

Richard I. Tree
TCRTA Director

TABLE 1

Tulare County Regional Transit Agency
 Federal Fiscal Year 2022-2024
 Federally Assisted Capital Projects

Tulare County Regional Transit Agency

PROJECTED-Transit Project Summary

Prior
Funding Source Year 2022/2023 2023/2024 2024/2025

Charging Station Infrastructure		5307/5311				
A/D Maintenance & Admin Facility		5307/5311				
Shelters and benches		5307/5311				
Bus Stop Improvements		5307/5311				
Electronic Fare Boxes		5307/5311				
Signal Preemption Devices		5307/5311				
Facility Security		5307/5311				
Vehicle Security		5307/5311				
Totals			\$0.00	\$0.00	\$0.00	\$0.00

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Tulare County Regional Transit Agency

AGENDA ITEM VII-E

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Adoption of a Resolution Approving Title VI Program

BACKGROUND:

It is within the Tulare County Regional Transit Agency's mission to ensure that its services are accessible to all passengers. The U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, in connection with the filing of an application for assistance under 49 U.S.C Chapter 53 requires the adoption of a Title VI program pursuant to Federal Transit Administration Circular (FTA C 47021.B), dated October 1, 2012. A resolution adopting the Tulare County Regional Transit Agency's Title VI Program is required to maintain federal funding eligibility. Tulare County Regional Transit Agency's transit operations are partially funded by federal and state funds, making it imperative to maintain compliance with funding requirements to maintain service levels.

DISCUSSION:

The Federal Transit Administration (FTA), as a condition of its grants, requires that recipients have a Title VI Program adopted by its governing body every three years. To maintain federal and state funding eligibility, the Tulare County Regional Transit Agency must submit a resolution of the Board of Directors adopting its Title VI Program for the next three years.

The purpose of TCRTA's Title VI program is as follows:

- A. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- B. Promote the full and fair participation in public transportation decision-making without regard to race, color, or national origin; and
- C. Ensure the meaningful access to transit-related programs and activities by persons with limited English proficiency.

Pursuant to the FTA Circular 47021.1B dated October 1, 2012, TCRTA is subject to the General Requirements of Chapter III and the system-wide service standards and system-wide service and system-wide service policies set forth for fixed route transit providers in Chapter IV. The remaining requirements of Chapter IV are not applicable because TCRTA does not meet the threshold of operating 50 or more fixed route vehicles in peak service and is not located in an Urbanized Area with a population of 200,000.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors adopt the draft resolution approving the Tulare County Regional Transit Agency's Title VI Program.

FISCAL IMPACT:

Should TCRTA not approve a Title VI Program the Agency will forfeit access to federal and state funding.

ATTACHMENT:

1. Draft Resolution
2. Draft Title VI Program

RESOLUTION: 2022-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING
THE TULARE COUNTY REGIONAL TRANSIT AGENCY'S
TITLE VI PROGRAM**

WHEREAS, the Secretary of Transportation is authorized to make grants for public transportation; and

WHEREAS, the Tulare County Regional Transit Agency is interested in making applications for available Federal funds to support local transit services; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provisions for the local share of project costs; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, in connection with the filing of an application for assistance under 49 U.S.C. Chapter 53, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, the Federal Transit Administration requires an active Title VI Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby approve the Tulare County Regional Transit Agency's Title VI Program attached hereto as Exhibit 1, effective through July 31, 2025.

BE IT FURTHER RESOLVED, the Executive Director is hereby authorized to execute and file with such applications an assurance, or any other documents required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

PASSED AND ADOPTED this 22nd day of June 2022 by the **Board of Directors of the Tulare County Regional Transit Agency**.

RESOLUTION: 2022-_____

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 22nd day of June 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed_____

Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-_____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 22nd day of June 2022.

Signed_____

Richard Tree
Executive Director



Title VI Program

2022

**Adopted:
Resolution No.:**

Prepared by:

**Tulare County Association of Governments
210 N. Church St., Suite B
Visalia, CA 93291
(559) 623-0450**

This document was prepared to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation's FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."

TULARE COUNTY REGIONAL TRANSIT AGENCY (TCRTA)

TCRTA STAFF

Richard Tree, Executive Director

TCRTA is currently receiving support from the Tulare County Association of Governments (TCAG).

**The Tulare County Regional Transit Agency
Board of Directors**

Kuldip Thusu/Armando LongoriaCity 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
Milt Stowe/Monte Reyes City of Porterville
Jose Sigala – Chair /Terry Sayre City of Tulare
Rudy Mendoza/Jose MartinezCity of Woodlake
Eddie Valero/Amy ShuklianCounty of Tulare

EX OFFICIO MEMBERS

Georgina Cardenas.....CalVans

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I. Introduction

Tulare County Regional Transit Agency (TCRTA)

Federal Transit Administration (FTA) Circular 4702.1B requires Tulare County Regional Transit Agency (TCRTA) as a provider of public transit that receives federal funds to prepare a Title VI Program triennially. TCRTA was recently created to consolidate transit services within Tulare County. Tulare County Association of Governments (TCAG) led the effort to improve regional transit service by facilitating the creation of TCRTA. This was a lengthy process in which all eight incorporated cities and the County of Tulare were involved. The Joint Powers Agreement creating the Tulare County Regional Transit Agency was effective August 11, 2020. There are eight member agencies in the TCRTA, including the City of Dinuba, City of Exeter, City of Farmersville, City of Lindsay, City of Porterville, City of Tulare, City of Woodlake, and the County of Tulare. The City of Visalia was the only agency that elected to continue operating their own transit service.

TCRTA provides public transportation within approximately 4,825 square miles of Tulare County. Although TCRTA has the authority to serve a portion of the City of Reedley in Fresno County, a portion of the City of Kingsburg in Fresno/Tulare County, and a portion of the City of Delano in Kern County, its official jurisdictional boundary is confined to its seven member cities and the unincorporated areas of Tulare County. TCRTA provides fixed route (local and commuter), ADA paratransit (demand-response), and on-demand (microtransit) services within its service area.

TCRTA is governed by an 8-member Board of Directors. This Board is composed of one elected representative and an alternate from each of the seven member cities, and one elected representative and an alternate from the County of Tulare. The agency is led by an Executive Director. The Tulare County Association of Governments provides administrative support.

TCRTA also has a Technical Advisory Committee (TAC), comprised of a representative from each member agency and a representative of the Tulare County Association of Governments, that meets monthly to discuss local transit needs, service planning, and TCRTA projects. In addition, the TCRTA Board of Directors recently approved the formation of Board Executive Committee to involve members of the Board in discussions regarding government affairs, human resources, budget and fiscal policy, funding and purchasing, administrative policy, ADA policy, service planning, etc. The Board Executive Committee will be comprised of four members of the Board of Directors.

TCRTA is committed to ensuring that no person shall be excluded from the equal distribution of transit services based on race, color, or national origin in their programs or activities, and it obligates Federal funding agencies to enforce compliance. The program objectives are as follows:

1. Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
2. Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
3. Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency (LEP).

Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TCRTA is committed to ensuring all persons have equal access to its projects, programs, and activities. Discrimination on the basis of race, color, national origin, Limited English Proficiency (LEP), sex, age or disability will not be tolerated at any time. The following document establishes a framework to ensure that TCRTA is compliant with Title VI.

II. TCRTA's Title VI Notice to the Public



Notification of Rights Under Title VI

Tulare County Regional Transit Agency (TCRTA) is committed to ensuring that no person shall be excluded from the equal distribution of transit services and amenities because of race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964.

- TCRTA provides its services and programs without regard to race, color, and national origin in full compliance with Title VI.
- Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI while using the transit services of TCRTA may file a complaint with TCRTA.
- For more information about TCRTA's Title VI civil rights program, and the procedures to file a complaint, contact the TCRTA Title VI Coordinator at (559) 623-0450, visit our website <http://www.tularecog.org/>; or visit our administrative office at 210 N. Church St., Suite B, Visalia, CA 93291.
- A complainant may file a complaint directly with the Federal Transit Administration at the following address:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, DC 20590

If information is needed in another language, contact (559) 623-0450.

Si se necesita esta información en español, llame (559) 623-0450.

List of Locations Where Title VI Notice is Posted

TCRTA is currently leasing office space out of the TCAG offices, therefore TCRTA's Title VI Notice to the Public is currently posted at the following locations:

- Tulare County Association of Governments (reception area/conference rooms/break room)
210 N. Church St., Suite B
Visalia, CA 93291
- Transit Operations & Maintenance Facility (TOMF) (reception area)
25430 Rd. 140
Visalia, CA 93277
- Dinuba Transit Center (main customer area)
180 W. Merced St.
Dinuba, CA 93618
- Porterville Transit Center (main customer area)
61 W. Oak Ave.
Porterville, CA 93257
- Tulare Transit Center (main customer area)
360 N. K St.
Tulare, CA 93274
- Woodlake (Whitney) Transit Center (main customer area)
201 E. Lakeview Ave.
Woodlake, CA 93286
- TCAG's website: <https://tularecog.org/tcag/about-us/title-vi-program/>
- On-board all TCRTA vehicles (bus car cards)

III. Title VI Complaint Procedures

How to File a Title VI Complaint with TCRTA

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by TCRTA may file a complaint by completing and submitting TCRTA's Title VI Complaint Form. A complaint may be filed by the individual or by a representative. Complaints must be filed within 180 days after the date of the alleged discrimination. TCRTA will promptly investigate all complete complaints; complaints received with incomplete information may result in delayed investigations and responses.

The following procedures will be followed to investigate formal Title VI complaints:

- Within 10 business days of receiving a written complaint, the Title VI Coordinator or his/her designee shall send a letter to the complainant acknowledging receipt of the complaint and determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office and will be provided with a contact name and phone number of the personnel assigned to investigate the complaint.
- The investigation will be conducted and completed within 30 days of the receipt of the formal complaint.
- If more information is needed to resolve the complaint, TCRTA may contact the complainant. The complainant has 10 business days from the date of the request to send the additional information to the investigator assigned to the case (Title VI Coordinator or his/her designee). If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, TCRTA can administratively close the case.
- A case can be administratively closed if the complainant no longer wishes to pursue their case.
- The complainant will be notified in writing of the cause to any planned extension to the 30-day rule.
- Following the investigation, the Title VI Coordinator will issue one of two letters to the complainant: 1) a closure letter or 2) a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

- TCRTA’s personnel files are confidential; therefore, specific information on disciplinary actions resulting from the complaints will not be divulged.
- If the complainant is unsatisfied with the decision, he/she has 30 days after the date of TCRTA’s closure letter or the LOF to appeal to the TCRTA’s Board of Governors. The complainant is entitled to review the denial, to present additional information and arguments, and to separation of functions (i.e., a decision by a person not involved with the initial decision to deny eligibility).
- The complainant is entitled to receive written notification of the decision of the appeal and the reasons for it.
- Any timeline set forth herein may be extended by TCRTA upon a showing of good cause. The complainant will be notified in writing of such a change.
- The complainant may also file a complaint directly with the Federal Transit Administration (FTA), by contacting:

FTA Office of Civil Rights
ATTN: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE
Washington, DC 20590

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/file-complaint-fta>

TCRTA Title VI Complaint Form

SECTION I: Please write legibly		
Name:		
Address:		
City:	State:	ZIP Code:
Telephone:	Secondary Phone (<i>Optional</i>):	
Email Address:		
Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
SECTION II:		
Are you filing this complaint on your own behalf?	YES*	NO
*If you answered “yes” this question, go to Section III.		
If you answered “no” to this question, please supply the name and relationship of the person for whom you are complaining?		
Please explain why you have filed for a third party:		
Please confirm that you have obtained permission of the aggrieved party to file on their behalf.	YES	NO
SECTION III:		
I believe the discrimination I experienced was based on (<i>check all that apply</i>): <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin		
Date of alleged discrimination (mm/dd/yyyy)		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

TCRTA Title VI Complaint Form

Page 2

SECTION IV:		
Have you previously filed a Title VI complaint with TCRTA?	YES	NO
SECTION V:		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? <input type="checkbox"/> YES* <input type="checkbox"/> NO *If yes, check all that apply: <input type="checkbox"/> Federal Agency _____ <input type="checkbox"/> State Agency _____ <input type="checkbox"/> Federal Court _____ <input type="checkbox"/> Local Agency _____ <input type="checkbox"/> State Court _____		
If you answered "yes" to previous question, provide information about a contact person at the agency/court where the complaint was filed.		
Name: _____		
Title: _____		
Agency: _____		
Address: _____		
Telephone: _____		Email: _____
SECTION VI:		
Name of agency complaint is against: _____		
Contact person: _____		
Title: _____		
Telephone number: _____		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date are required below to complete form:

Signature _____ Date _____

Please submit this form in person or mail this form to the address below:

Tulare County Regional Transit Agency
 Title VI Coordinator
 210 N. Church Street, Suite B
 Visalia, CA 93291

List of Title VI Investigations, Complaints, and Lawsuits

TCRTA has not been involved in any Title VI investigations, complaints, or lawsuits.

Below is the summary table TCRTA utilizes to Record Title VI complaints.

Table 3-1				
Tulare County Regional Transit Agency Title VI Complaint Log				
Case #	Date Filed (mm/dd/yyyy)	Basis of Complaint (race, color or national origin)	Status	Disposition action(s) taken
Complaints	None	N/A	none	N/A
1.				
2.				
Investigations	None	N/A	none	N/A
1.				
2.				
Lawsuits	None	N/A	none	N/A
1.				
2.				

IV. Public Participation Plan

Introduction

TCRTA is committed to providing an open and visible decision-making process for its transit services, by involving traditionally under-served persons such as persons of race, color, or national origin, low-income and the elderly, those addressed by the Americans with Disabilities Act (ADA) and Native American tribal governments and communities in any transit-related decisions. This includes implementing strategies for engaging minority, low-income, and Limited English Proficient (LEP) populations while conducting public outreach activities, in accordance with Federal Transit Administration (FTA) Circular 4702.1B Chapter III-5 Promoting Inclusive Public Involvement.

The TCRTA Public Participation Plan establishes strategies for involving the public in transit planning efforts to ensure that all groups are represented, and their needs considered. TCRTA is committed to ensuring it serves its residents fairly, consistently and in the most cost-efficient and appropriate manner within available resources. Through collaboration with riders, prospective riders, and the community at-large, TCRTA will be able to assess the quality of its service, measure potential impacts to the community from TCRTA transit planning and decision-making activities and ensure that it is providing valuable transit services to the residents and visitors of its transit service area.

Identification of Affected Stakeholders

In developing the Public Participation Plan, TCRTA analyzed the demographics for minority, and LEP populations within their transit service area (Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Tulare County and Woodlake).

Minority Populations

According to the U.S. Census Bureau, racial and ethnic minority populations are defined as persons other than “non-Hispanic White alone.” Table 4-1 (on the following page) shows a breakdown of the TCRTA’s service area population by race and ethnicity.

Minority populations comprise over 78% of the population within the TCRTA service area. Hispanics are the largest minority, with nearly 67% of the total population. Asians comprise the next largest minority group at 3.6% of the service area’s total population.

Low-Income Populations

According to the U.S. Census Bureau, low-income households are classified as below poverty “if their total family income or unrelated individual income was less than the poverty threshold specified for the applicable family size, age of householder, and number of related children under 18 present.” Low-income populations are less likely to have access to a vehicle making them more dependent on transit for their travel needs.

Category	City of Porterville	City of Tulare	City of Exeter	City of Farmersville	City of Dinuba	City of Lindsay	City of Woodlake	Tulare County	Service Area Total	% of Service Area Pop.
<i>Total Population</i>	59,599	68,875	10,321	10,397	24,563	12,659	7,419	274,330	468,163	100.00%
Hispanic	39,096	43,805	4,861	9,222	21,345	10,899	6,707	170,685	306,620	65.49%
White	15,257	19,285	4,789	977	2,407	1,557	467	84,480	129,219	27.60%
Black or African American	357	2,480	144	83	98	51	37	7,042	10,292	2.20%
American Indian & Alaska Native	655	895	134	104	172	51	22	11,222	13,255	2.83%
Asian	2,979	1,584	320	10	368	114	171	13,438	18,984	4.05%
Native Hawaiian & Other Pacific Islander	238	138	0	0	0	0	22	511	909	0.19%
Two or More Races	2,264	6,681	444	1,476	1,719	1,367	497	6,181	20,629	4.41%

Purpose of the Public Participation Plan

As a newly formed transit agency TCRTA is committed to providing an open and visible decision-making process for its transit services. TCRTA, has prepared this Public Participation Plan to involve the public in transit planning efforts. It offers ample opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transit-related decisions. This includes implementing strategies for engaging minority, low-income, and limited English Proficient (LEP) populations while conducting public outreach activities, in accordance with Federal Transit Administration (FTA) Circular 4702.1B Chapter III-5 Promoting Inclusive Public Involvement. Public participation is a vital part of the process to ensure the transit riders, prospective riders, and the public, are involved in any decisions that are made in the operation of the transit system. TCRTA will encourage broad comment and input, including complaints, on any proposed fare changes, service changes, and any transit policies to be implemented or already in place.

Public Involvement Processes

The public participation process will be considered at the earliest stages of any TCRTA transit project or decision that may impact the surrounding community, TCRTA riders, or potential riders. Project specific outreach efforts will be tailored to the populations affected and the type of plan, project, or service under consideration.

TCRTA will establish and maintain contacts with local non-profit organizations, advocacy groups, and public agencies that aid minority, low-income, and LEP clients. These agencies have insight into the transportation needs of their clients and prove valuable in overcoming barriers to public participation.

Outreach Strategies

The following strategies will ensure that public input is invited and all foreseeable impacts to the community are considered for all transit projects. The TCRTA may elect to use all or some of these outreach strategies as deemed appropriate to the specific project.

At a minimum, TCRTA staff will implement the following outreach strategies:

- Public meetings will be held in locations that are accessible to transit riders, potential riders, LEP individuals, low-income, minorities and people with disabilities, and will be scheduled at times that are convenient for members of the public to attend. When possible, a video conference (e.g. Zoom) will also be held.
- Public meetings and hearings will be broadly advertised in the community in both English and Spanish. This will be accomplished by placing posters at all TCRTA transit centers, on board all TCRTA buses, at major transit stops, on the TCRTA website and in the local paper.
- Notification will be provided regarding the availability of language assistance at public meetings and hearings. Spanish interpretation or translation at public meetings will be provided by TCRTA staff, or an outside interpreter, as is appropriate and necessary.

In addition, TCRTA will consider implementing the following outreach strategies to complement minimum requirements, as appropriate:

- Advertise public meetings at additional venues (libraries, community centers, senior centers, human service organizations, schools, etc.), through email blasts, radio, TV, or newspaper ads on stations and in publications that serve LEP populations. Use Instagram, Facebook announcements/ads, Twitter, and other social media sites if appropriate.
- Make presentations to schools, non-profit and community organizations, public agencies, businesses, etc. TCRTA staff will set up a booth at non-profit organizations, and community organizations.

- Coordinate with community- and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Post schedules and fare information at many locations throughout Tulare County and adjacent counties such as Community Resource Centers, Human Services, Behavioral Health, and Domestic Violence Agencies, as well as common shopping and social areas.
- Attend already existing community meetings and events throughout Tulare County, such as school meetings, local fairs/festivals, parades, faith-based events, and other community activities to invite participation from minority, low-income, and LEP populations who may not attend TCRTA hosted public events.
- Conduct “Travel Trainings” for potential riders (including senior center residents), at community resource centers, and for stakeholders to help them understand how to use the website, ride the bus, and interpret the bus route schedule.
- Coordinate with service agencies to attend or present information at meetings.
- Provide opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Conduct rider surveys on board all TCRTA buses.

Annual Unmet Transit Needs Process

The Tulare County Association of Governments (TCAG), as the regional transportation planning agency for Tulare County, is required under the California Transportation Development Act (TDA) to conduct an annual formal hearing process that solicits information about transit needs within Tulare County. Public participation is a key component of the TDA. Prior to making any allocation to member agencies (such as the TCRTA) not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, TCAG must annually identify the unmet transit needs of all residents in the County and those needs that are reasonable to meet. This process involves public outreach and a public hearing before the TCAG Board to solicit comments on unmet transit needs that might be reasonable to meet by establishing or expanding public transportation services, and the adoption by resolution of findings related to public comments. TCRTA is responsible for implementing service changes to accommodate any unmet needs within its jurisdiction that are found to be “reasonable to meet,” prior to receiving TDA funding for that year.

Public comments are invited through a wide array of mailing lists and agency contacts, by surface mail, email, on Facebook (FB) and through testimony received in-person, by phone, or at the

hearing. Bilingual posters and comment cards are posted at key stakeholder agencies and community organizations, as well as at all transit centers and onboard all buses that operate within Tulare County including TCRTA. The hearing is conducted in both English and Spanish, and Spanish interpreters are present to assist with public testimony.

The establishment of the Social Service Transportation Advisory Council (SSTAC) was required in the legislation. The SSTAC assists TCAG in soliciting input of transit dependent and transit disadvantaged persons, including the elderly, handicapped, LEP and persons of limited means. TCAG consults with the SSTAC at a publicly advertised meeting regarding Unmet Transit needs. After all the transit providers have reviewed and responded to any comments received via the unmet transit needs process the SSTAC reviews the comments and responses. The Council votes on each need to determine if it is an Unmet Transit Needs that is reasonable to meet, an Unmet Transit Need that is not reasonable to meet, or it is an operational issue and therefore not an unmet transit need. Any comments that are deemed an Unmet Transit Need that is reasonable to meet within the TCRTA service area must be addressed by TCRTA the following fiscal year.

Your Ride. Your Voice.

March 2022 is Unmet Transit Needs Month!

Tell us how we can make public transportation work for you!
¡Cuéntenos cómo podemos hacer que el transporte público funcione para usted!

We want to hear about ways we can improve transit in Tulare County. Send us a comment or participate in a public hearing! All mailed comments must be received by March 31, 2022

Queremos saber cómo podemos mejorar el tránsito en el condado de Tulare. ¡Envíanos un comentario o participa en una audiencia pública! Todos los comentarios enviados por correo deben recibirse antes del 31 de marzo de 2022.

SEND COMMENTS TO: **210 N. Church Street, Suite B**
Visalia, CA 93291
559-623-0450 • tcaginfo@tularecag.ca.gov

Enviar comentarios a:

Or Participate in a Public Hearing on
Monday, March 21, 2022 AT 1:00 PM
Lamp Liter Inn
3300 W. Mineral King Ave, Visalia, CA 93291
Or Via Zoom: Toll Free Call In:
1(888) 475-4499
| Meeting ID: 744 710 0343
| Passcode: 82243742
And also MONDAY, MARCH 21, 2022 AT
5:30 PM
Via Zoom only

O participe en una audiencia pública el
Lunes, 21 de marzo de 2022 a las 13:00
Lamp Liter Inn
3300 W. Mineral King Ave, Visalia, CA 93291
O a través de Zoom: Llame gratis al:
1 (888) 475-4499
| ID de la reunión: 744 710 0343
| Código de acceso: 82243742
Y también el Lunes 21 de marzo de 2022 a las 5:30
Solo a través de Zoom

www.tularecog.org

Sa karagdagan impormasyon o para isubmit ang kailangang transportasyon. maari po lamang tumawag sa (559) 623-0450 para mabigyan ng kadagdagang instruksyon.

The SSTAC is comprised of a diverse group of public citizens from the community and takes public comments and/or testimony prior to initiation of each meeting. TCRTA will collaborate with TCAG and attend the SSTAC annual Unmet Transit Needs Public Hearings as well as attend all the quarterly meetings.

TCRTA staff may consult FTA Circular 4703.1 (Environmental Justice Policy Guidance for Federal Transit Administration Recipients <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/environmental-justice-policy-guidance-federal-transit>) for additional strategies that may be incorporated into the Public Participation Plan.

Public Comment for Fare Increases and Major Service Changes

The FTA requires that all transit agencies operating in urbanized areas hold a public hearing prior to the implementation of a fare increase or a major service change. A “major” service change is defined as a modification that affects 25% or more of a single route, or 25% or more of all routes.

The public hearing will be scheduled as part of a regular TCRTA Board meeting. The hearing will be broadly advertised in the community in both English and Spanish through posters at all transit centers, onboard TCRTA buses, and at major transit stops, on TCRTA’s website, and in the local newspaper. In addition, 3 x 5 cards will be handed out onboard all TCRTA buses to passengers boarding the bus. The hearing will be advertised through targeted outreach to community organizations and individuals, as appropriate to the proposed change. The public hearing will consist of a staff report before the TCRTA Board, followed by public testimony. Public comments may be submitted in person at the hearing or may be submitted prior to the meeting date. All comments will be presented to the TCRTA Board prior to approval of the proposed fare increases or major service change.

TCRTA - Transport Vehicle (on demand micro transit)



Public Participation Plan (PPP) Updates

The Public Participation Plan (PPP) is not intended to be a static document. It will be periodically reviewed to evaluate its effectiveness in promoting public participation for LEP persons in TCRTA's transportation planning processes. The Plan will be comprehensively reviewed every three years (at a minimum) in conjunction with the updating of the Title VI Program. In addition, the PPP is subject to additional updates due to changes in state and federal law and to address any needed changes as a result from the input of the public, other public agencies, organizations, and other stakeholders which represent various segments of the public in transportation planning processes.

TCRTA will continually strive to track and document all our outreach events. Our staff is committed to reach out to all minority, low income and LEP individuals when holding any transportation outreach events.



TCRTACares

Tulare County Regional Transit Agency

TCRTA is seeking your input regarding the planned changes designed to enhance mobility, improving fare payment and rider experience. Take a few minutes to answer our brief online survey and you could win one of ten \$15 gift cards to local businesses as our way of saying "thank you" for your time!

www.TCRTAcares.com

TCRTA is also holding
PUBLIC HEARINGS

Virtual meeting link will be available at
www.TCRTAcares.com and FaceBook

- Wednesday 4/27 6:00 PM
- Thursday 4/28 6:00 PM
- Wednesday 5/4 6:00 PM
- Thursday 5/5 6:00 PM
- Monday 5/16 6:00 PM*

*The public is invited to attend in person at
210 N. Church St., Suite B
Visalia, CA 93291

PUBLIC HEARING APRIL 2022

V. Limited English Proficiency (LEP) Plan

Introduction

The Limited English Proficiency (LEP) Plan has been prepared to address TCRTA's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and its implementing regulations, which state that no persons shall be subjected to discrimination on the basis of race, color, or national origin.

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including TCRTA.

TCRTA has developed this Limited English Proficiency (LEP) Plan to address the agency's responsibilities as a recipient of federal financial assistance as they relate to the needs of Limited English Proficient individuals (LEP) who wish to use the transit services provided by TCRTA. As defined in Executive Order 13166 LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

Background

TCRTA administers fixed route (local and commuter), ADA paratransit (demand-response), and on-demand (microtransit) services that are operated by a third-party contractor, Transdev, beginning July 1, 2022. TCRTA has a policymaking board which is made up of several entities (City of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, County of Tulare and Woodlake. On July 1, 2021, the Tulare County Regional Transit Agency assumed the existing public transportation services from the Cities of Dinuba, Tulare, and Woodlake and is in the process of assuming the services from the County of Tulare and the City of Porterville on July 1, 2022.

In order to prepare this plan, TCRTA undertook the U.S. Department of Transportation (U.S. DOT) four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter TCRTA transit programs, activities, or services.
2. The frequency with which LEP persons come in contact with TCRTA transit programs, activities, or services.
3. The nature and importance of programs, activities or services provided by TCRTA to the LEP population.
4. The resources available to TCRTA and overall cost to provide LEP assistance.

A summary of the results of TCRTA's four-factor analysis is reflected in the following section.

Four-Factor Analysis

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by TCRTA.

The currently available U.S. Census data was used to determine the geographic boundaries of its service area and identify LEP populations within that area. A review of the 2020 American Community Survey (ACS) revealed that 419,508 individuals live within Tulare County. The survey revealed that 215,904 persons (51.47%) speak a language other than English. In addition, the survey revealed that 111,761 persons (27% of the total population) have limited English proficiency; that is, they speak English less than "very well".

As demonstrated in Table 5-1 below, Spanish is the only language that falls outside of the Safe Harbor Provision of over 5% or 1,000 individuals (whichever is less) of the total population within the service area, with regards to the written translation requirements of written documents.

Table 5-1										
TCRTA - Languages Spoken at Home										
Ability to Speak English	Unincorporated areas of Tulare County pop.	%	City of Tulare pop.	%	City of Porterville pop.	%	City of Dinuba pop.	%	City of Exeter pop.	%
<i>Total Population (5 years and older)</i>	130,884	100%	58,720	100%	54,868	100%	22,173	100%	9,542	100%
Speak only English	51,547	39%	31,625	49%	25,092	46%	7,159	30%	6,390	67%
Speak language other than English	79,337	61%	27,095	40%	29,776	54%	15,014	71%	3,152	33%
Speak English less than "very well"	48,358	37%	14,097	22%	16,381	28%	6,141	28%	1,940	20%
Spanish	46,675	36%	12,720	20%	15,067	26%	6,003	27%	1,828	19%
French (incl. Haitian, or Cajun)	0	0.00%	4	0.00%	0	0.0%	0	0.00%	0	0.00%
German or other West Germanic Languages	19	0.01%	0	0.00%	11	0.0%	0	0.00%	17	0.18%
Russian, Polish or other Slavic languages	124	0.09%	9	0.01%	0	0.0%	0	0.00%	0	0.00%
Other Indo-European languages	419	0.32%	767	1.40%	68	0.1%	0	0.00%	95	1.00%
Chinese (incl. Mandarin, Cantonese)	119	0.09%	0	0.09%	118	0.1%	0	0.00%	0	0.00%
Korean	0	0.00%	0	0.00%	5	0.0%	0	0.00%	0	0.00%
Vietnamese	0	0.00%	236	0.05%	265	0.2%	34	0.21%	0	0.00%
Other Asian & Pacific Island Languages	822	0.63%	242	0.30%	507	1.0%	53	0.34%	0	0.00%
Tagalog (incl. Filipino)	36	0.03%	43	0.09%	290	0.6%	17	0.14%	0	0.00%
Arabic	141	0.11%	49	0.02%	55	0.2%	34	0.48%	0	0.00%
Other and unspecified languages	3	0.00%	27	0.02%	0	0.0%	0	0.00%	0	0.00%

Source: U.S. Census Bureau, 2020 American Community Service

Table 5-1

TCRTA - Languages Spoken at Home

Ability to Speak English	City of Farmersville	%	City of Lindsay	%	City of Woodlake	%	TOTAL Cities & Tulare County	%
<i>Total Population (5 years and older)</i>	9,664	100%	12,384	100%	6,882	100%	305,134	100%
Speak only English	2,402	25%	2,655	21%	1,445	21%	128,784	42%
<i>Speak language other than English</i>	7,262	75%	9,729	79%	5,437	79%	176,350	58%
Speak English less than "very well"	3,338	35%	6,155	50%	2,618	38%	98,369	32%
Spanish or Spanish Creole	3,303	34%	5,805	47%	2,577	37%	93,410	19%
French (incl. Haitian, Patois, Cajun)	0	0.00%	0	0.00%	41	0.60%	4	0.00%
German or other Germanic Languages	0	0.00%	0	0.00%	0	0.00%	48	0.02%
Russian, Polish or other Slavic languages	0	0.00%	52	0.42%	0	0.00%	191	0.06%
Other Indo-European languages	0	0.00%	0	0.00%	0	0.00%	1,350	0.44%
Chinese (incl. Mandarin, Cantonese)	0	0.00%	16	0.13%	0	0.00%	237	0.08%
Korean	0	0.00%	0	0.00%	0	0.00%	5	0.00%
Vietnamese	0	0.00%	0	0.00%	0	0.00%	535	0.18%
Other Asian & Pacific Island Languages	0	0.00%	43	0.35%	0	0.00%	1,673	0.55%
Tagalog (incl. Filipino)	29	0.30%	0	0.00%	0	0.00%	386	0.13%
Arabic	0	0.00%	239	1.93%	0	0.00%	491	0.16%
Other and unspecified languages	6	0.06%	0	0.00%	0	0.00%	39	0.01%

Source: U.S. Census Bureau, 2020 American Community Service

2. The frequency with which LEP persons come into contact with TCRTA's services.

TCRTA's contact with LEP persons was determined by reviewing each agency's service's most recent Short Range Transit Plan (SRTP) or by conducting a survey of all transit agency workers (contractor and city transit staff). This review revealed that transit agency staff contact with LEP persons has been primarily with Spanish speakers. Transit staff members and contracted bus drivers provide information about the routes, how to buy a bus pass, request a transit guide, or ask about transit fares. The City of Visalia administers a service for all transit providers in Tulare County called The Greenline. This toll-free bus information help line provides customers and the public with information about routes, schedules, trip planning and other general transit questions regarding all transit services that operate within Tulare County. In the future we will use the Greenline information to track the type of calls being received and how many individuals are Spanish speaking or speak another language other than English. To date, TCRTA has had no requests for interpreters and no requests for translated program documents.

TCRTA staff will continue to collaborate with local community-based organizations about what transit services our agency provides. By continuing the partnerships with these organizations, we will try to reach out to individuals such as LEP, low-income, minority households, the elderly, and those addressed by the Americans with Disabilities Act (ADA).

During the Unmet Transit Needs process TCRTA staff will place bilingual posters in all transit buses, at the transit centers and on some of the bus shelters.

3. The nature and importance of TCRTA's transit services to LEPs lives.

TCRTA is aware that their LEP transit riders use transit to go to and from work, non-emergency medical appointments, appointments to social service agencies, grocery shopping as well as to take advantage of life-enriching activities like school, recreation and social events.

4. The resources available to TCRTA for LEP outreach, as well as the costs associated with that outreach.

TCRTA will provide non-English language translation on their website and any other media used to disseminate information about their transit services. At the present time TCRTA is using the TCAG website to disseminate information about their transit services.

TCRTA will maintain all the existing outreach procedures that were in place. TCRTA has Spanish speaking bus drivers, travel training provide training on a regular basis and there is a full time Spanish speaking employee to ensure that the large portion of

Spanish speaking LEP individuals are served. Interpreters will be available (upon request) at all public hearings to promote attendance and engagement by Spanish speaking LEP persons. TCRTA provides bus schedules, fares, and information about available services in both English and Spanish and the information is available on all buses and in customer service locations. All ridership surveys are provided in English and Spanish. TCRTA will ensure an adequate number of bilingual bus operators and that all customer service representatives are bilingual.

Outreach Budget Title VI

TCRTA was awarded a Sustainable Communities Planning Grant to allow them to provide regional transit outreach for the newly created regional transit agency. The awarded funds total \$97,383 and will span fiscal years 2021/22 and 2022/23. This Regional Transit Outreach project will initiate enhanced interactive transit outreach with the public for the newly created TCRTA. Outreach strategies will be developed and implemented during this project in order to inform the planning of safe, environmentally friendly, efficient, and equitable transit services that help meet the needs of local residents and the community. The outreach will go beyond asking current riders what can be done to improve their transit travel across Tulare County, it will also look at populations with low ridership and strategize how to increase their participation in public transit. Feedback will occur on the topics of public perception, safety, how transit plays a role as an essential service, and look at how transit information is disseminated in Tulare County. All outreach efforts will be conducted in both English and Spanish.

Language Assistance Measures

TCRTA will use a variety of methods to help Tulare County residents access its transit services and inform the public about any fare or service changes to those transit services. The following is a list of the methods that will be used to reach the residents of our county:

- Provide bilingual staffing at all the existing transit centers
- The TCRTA monthly agenda provides a notice that if special assistance is needed to participate in the meeting, including auxiliary aids, translation requests, or other accommodations they can contact our office at least 3 days prior to the meeting.
- All TCRTA documents such as any public hearings and special transportation studies will be posted on the TCRTA website. TCRTA provides translation of its website content into Spanish.
- TCRTA staff will set up a booth at non-profit organizations and community organizations and seek opportunities to provide information about our transit services to LEP, low-income, disabled and minorities;
- Provide non-English translation at meetings or for written documents when necessary or upon request;
- Tailor public participation activities to reflect the unique LEP population within a respective community;
- Avoid complex terminology and technical terms to help target the presentation in a way that is appropriate when addressing the general public and LEP persons;
- Continue the relationships developed with local social service organizations, and public agencies that provide services to LEP persons and seek opportunities to provide information about TCRTA transit services;
- Survey front-line transit staff (contractor staff and TCRTA staff) on an annual basis regarding their experiences with LEP individuals;
- Post the TCRTA Title VI Program on the TCRTA website, at all transit centers and TCRTA facilities;
- When an interpreter is needed, for a language other than Spanish, TCRTA will use a professional interpreter service.

Providing Notice to LEP Persons

In order to make sure the public is aware of the language assistance available from TCRTA, the following will be provided:

- At the present time TCRTA staff work within TCAG's offices so notices will be posted in the reception area and meeting rooms of the TCAG office. When TCRTA establishes a separate office location then the reception area and all meeting rooms will post Title VI notice.
- Notice will be posted on the TCRTA website in Spanish.
- Flyers for major community workshops and similar meetings include instructions on how to request translation services.
- TCRTA will provide a link to the Title VI notice and the complaint forms once the TCRTA website is established.

Monitoring and Updating the LEP Plan

TCRTA will monitor and update the LEP Plan as needed. At a minimum, the LEP Plan will be reviewed and updated every three years in conjunction with TCRTA's submission of their Title VI Program to FTA. TCRTA will monitor and evaluate the LEP Plan as follows:

- The LEP Plan has been assigned to TCRTA's Title VI Coordinator, who will ensure compliance and correct implementation.
- Maintain on-going communication with organizations serving LEP populations.

Staff LEP Training (TCRTA Staff & Contractor Staff)

The following training procedure will be implemented by the TCRTA Title VI Coordinator:

1. Staff will be trained on Title VI procedures and LEP responsibilities.
2. Staff will be informed of the language assistance services offered to the public by TCRTA.
3. Staff will be trained on whom to contact when professional interpreter services are required.
4. Staff will receive training on how to handle a potential Title VI/LEP complaint.

5. Staff will receive training on how to document language assistance requests.

The Title VI Coordinator will develop a schedule for training of new employees about Title VI requirements. Any new employees will be trained about the Title VI requirements.

VI. Minority Representation on Non-Elected Transit Advisory Committee

Title 49 CFR Section 21/5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, “deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program.” Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

TCRTA has no transit related, non-elected planning boards, advisory councils, or transit advisory committees at this time. If they have any planning and/or transit advisory committees in the future, they will comply with this requirement. TCAG has established a Social Services Transportation Advisory Council (SSTAC). TCRTA will participate in the SSTAC’s meetings throughout the year.

VII. TCRTA Determination of Site or Location of Facilities

TCRTA as the new regional transit provider within Tulare County has no plans for constructing any new transit-related facilities (including storage and maintenance facilities, and operation centers). In determining the site or location of facilities, TCRTA will not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, or national origin. At any time TCRTA determines the construction of facilities is needed a Title VI equity analysis will be conducted during the planning stage to ensure the location is selected without regard to race, color, or national origin. Transit stations are not included as they are evaluated during the National Environmental Policy Act (NEPA) process. Bus Shelters are not included as they are transit amenities.

VIII. TCRTA System-Wide Standards & Policies

System-wide service standards (quantitative) and service policies (qualitative) are required of all fixed-route transit providers of public transportation that receive federal financial assistance. While portions of TCRTA fixed routes do operate within an Urbanized Area (UZA) of 200,000 people or more (the Visalia Urbanized Area), the system operates less than 50 fixed-route vehicles in peak service and is therefore not subject to any additional requirements contained within Chapter IV of the FTA Circular 4702.1B. The following service standards and policies are based on the standards developed for TCRTA's legacy services by its member agencies.

This section will demonstrate the means by which each of the existing transit operations fulfill these requirements that are specific to transit providers pursuant to FTA Circular 4702.1B.

Service Standards

To comply with Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA Circular 4702.1B, the FTA requires all fixed route transit providers of public transportation to develop quantitative service standards for all fixed route modes of operation regarding:

- Vehicle Loads
- Vehicle Headways
- On-time Performance
- Service Availability

Vehicle Load Standards

The average for all loads during the peak operating period should not exceed 1.25 passengers per seat (one standee for every four occupied bus seats, or no more than 25% standees) on the fixed route system. If it is observed that a trip/route is consistently reaching or exceeding a 1.25 load factor, steps will be taken to add frequency or an overload service to minimize over-crowding.

Service: Local Fixed Routes

Service Area: Vehicle Type	Average Passenger Capacities			Peak Period Maximum Load Factor
	Seated	Standing	Total	
25' Cutaway*	14	3	17	1.25
32' Cutaway	18	4	22	1.25
32' Cutaway	29	7	36	1.25
33' Cutaway	20	5	25	1.25
32' Bus*	27	6	33	1.25
35' Bus*	20	5	25	1.25
35' Bus	28	7	35	1.25
40' Bus	32	8	40	1.25

*Includes Emergency/Contingency vehicles.

Service: Commuter Routes

Service Area: Vehicle Type	Average Passenger Capacities			Peak Period Maximum Load Factor
	Seated	Standing	Total	
25' Cutaway*	14	3	17	1.25
32' Cutaway	20	5	25	1.25
32' Cutaway	29	7	36	1.25
32' Bus	29	7	36	1.25
35' Bus	28	7	35	1.25

*Includes Emergency/Contingency vehicles.

Vehicle Headway Standards

Service headways should be such that passenger load standards are not exceeded on a continual basis. TCRTA fixed route buses operate with 30 to 120-minute headways. TCRTA local fixed routes generally operate on a timed-transfer system with headways that typically vary between 30 to 60 minutes throughout the day. TCRTA commuter routes connect communities within the county on headways that typically vary between 30 to 120 minutes throughout the day. Vehicle headways on commuter routes are/will be determined by ridership and available resources to operate the service.

All TCRTA services (local fixed routes, commuter routes, complementary ADA paratransit, and on-demand) operate on the same service days. All local fixed routes operate the same service hours: Monday through Saturday from 7:00 am to 7:00 pm, and limited service on Sundays from 8:00 am to 5:00 pm. Commuter route service hours/days vary by line.

Scheduling involves the consideration of a number of factors including: ridership productivity, transit/pedestrian friendly streets, density of transit-dependent population and activities, relationship to the *Regional Transportation Plan*, relationship to major transportation developments, land use connectivity, and transportation demand management.

The following tables provide specific operating hours and frequencies (headways) for each route:

Service: Local Fixed Routes

Route Number/Name	Operating Hours	Frequency (minutes)
D1/D3	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	60 (or 30/30)
D2/D4	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	60 (or 30/30)
P1	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	40
P2	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	40
P3	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	40
P4	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	30
P5	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	40
P6	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	40
T1	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	30
T2	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	30
T3	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	30
T4	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	30
T5	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	30
T6 (previously T7)	Monday – Saturday: 7:00 am to 7:00 pm Sunday: 8:00 am to 5:00 pm	30

Service: Commuter Routes

Route Number/Name	Operating Hours	Frequency (minutes)
DC (Dinuba Connection)	Monday – Friday: 7:00 am to 7:00 pm Summer/Winter Break M-F: 7:00 am to 3:00 pm	60
11X	Monday – Friday: 6:30 am to 9:30 pm Saturday: 9:30 am to 6:30 pm Sunday: 9:30 am to 6:30 pm	60
10	Generally, Monday – Saturday: 5:00 am to 9:00 pm Generally, Sunday: 8:00 am to 8:00 pm	30 120
20	Generally, Monday – Saturday: 5:00 am to 9:00 pm Generally, Sunday: 8:00 am to 8:00 pm	varies*
30	Generally, Monday – Saturday: 5:00 am to 9:00 pm Generally, Sunday: 8:00 am to 8:00 pm	varies*
40	Generally, Monday – Saturday: 5:00 am to 9:00 pm Generally, Sunday: 8:00 am to 8:00 pm	varies*
50	Monday – Friday: 8:30 am to 6:30 am Saturday: 9:30 am to 3:30 pm	varies*
70	Monday – Friday: 6:00 am to 6:30 pm	varies*
80	Monday – Friday: 6:00 am to 6:30 pm	varies*
90	Monday – Friday: 6:00 am to 6:30 pm	varies*

*Schedules vary throughout the day. Routes 70, 80, and 90 are interlined.

On-Time Performance Standard

Ninety (90) percent of all TCRTA fixed route revenue bus trips will depart the route start point and arrive at the route end point within 0 to 5 minutes of the published schedule. No fixed route bus shall depart a designated (published) time point early.

Service Availability Standards

TCRTA will distribute transit service so that 90% of all residents in the incorporated portions of the service area are within ¼ mile of a local bus route or are served by on-demand (microtransit), and 75% of all residents in the unincorporated portions of the service area are within ¾ mile of a commuter bus route or are served by on-demand (microtransit). The ability to provide increased service levels will be determined by ridership and available resources to operate the service.

Bus stops will be spaced at a minimum of 1,320 feet (¼ mile) along each route, excluding interstate/express/commuter service. Stops may be located more closely than listed based on trip attractors, stop activity or demand, transfer points or other land uses that may warrant it provided that the increased stops do not cause operational delays.

Service Policies

To comply with Title VI of the Civil Rights Act of 1964; Title 49, Chapter 53, Section 5332 of the United States Code; and the FTA Circular 4702.1B, the FTA requires all fixed route transit

providers of public transportation to develop qualitative service policies for the following procedures:

- Vehicle Assignment
- Transit Amenities

The following service policies are based on the policies developed for TCRTA's legacy services by its member agencies. These service policies will be officially adopted through TCRTA's inaugural Short Range Transit Plan (SRTP).

Vehicle Assignment Policy

The active TCRTA fleet features a mix of gasoline, compressed natural gas (CNG), and battery-electric buses. Buses are assigned to routes such that the passenger and fuel/charge capacity of a vehicle is matched to the operational characteristic of a route. Routes with high ridership require larger buses, and commuter routes with longer distance travel require buses with high fuel/charge capacities. Ridership is reviewed periodically. Ultimately, bus assignments vary from day-to-day based on availability. All vehicles within the TCRTA fleet are equipped with wheelchair lifts, heating, and air conditioning.

Transit Amenities Policy

The installation of transit amenities along TCRTA bus routes is predominantly based on the number of passenger boardings at stops along those routes, and improvements are prioritized based on critical repairs, ADA compliance, and safety.

Benches will be considered for individual stops where the average daily boardings exceed 10 passengers, and shelters (with lighting, if possible) will be considered where the average daily boardings exceed 20 passengers. Priority for benches and shelters will be given to bus stops serving senior housing, facilities that serve clients with mobility impairments, activity centers, and medical facilities.

System and route maps and schedules will be available and accessible at key locations; on the TCRTA, TCAG and other key websites; at all transit centers/hubs, and on-board all fixed route buses. Published timetables will be posted at all time points along a route. All bus stops will be clearly marked with proper signage, and electronic signs will be installed based on key boarding locations and at bus stops with an average per trip boarding of ten or more passengers.

Subrecipient Compliance Requirements

FTA Circular 4702.1B Section 5 requires subrecipients to submit Title VI compliance reports to the recipient from whom they receive funding. The recipient determines the schedule of submittal for the report. TCRTA complies with this requirement for each of its subrecipients as well as in its capacity as a subrecipient.

The Cities of Exeter and Farmersville (both member agencies of TCRTA) receive pass through Federal funding from the City of Visalia/Visalia Transit (VT) and thus are considered by FTA to be subrecipients whose activities must conform to applicable Title VI requirements. The Cities of Visalia, Farmersville and Exeter work collaboratively to provide public transit services within and through Farmersville and Exeter. Fixed route and Dial-A-Ride service in Exeter and Farmersville is provided by VT.

In accordance with FTA Circular 4702.1B, VT requires subrecipients to document that FTA funding was distributed in accordance with the requirements of Title VI by submitting an annual self-certification to demonstrate compliance by asserting whether the subrecipient: developed Title VI complaint procedures; kept records of all Title VI investigations, complaints, and lawsuits; provided meaningful access to persons with limited English proficiency; and provided notice to beneficiaries under Title VI.

TCRTA has been granted with a California Department of Transportation (Caltrans) Planning Grant. TCRTA will comply with the Caltrans Title VI requirements in addition to the TCRTA Title VI requirements.

IX. TCRTA Board Resolution

APPENDIX

Exhibit A: Title VI Notice – Spanish

Exhibit B: Title VI Complaint – Spanish

Exhibit C: Title VI FTA Program Checklist

EXHIBIT A: Notifying the Public of Rights Under Title VI (Spanish)



Notificación al Público de los Derechos del Título VI

Tulare County Regional Transit Agency (TCRTA) opera sus servicios sin consideración a raza, color de piel, y origen nacional de acuerdo con el Título VI de la Ley de Derechos Civiles. Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja con TCRTA.

- Para obtener más información sobre el programa de derechos civiles del Título VI de TCRTA y los procedimientos para presentar una queja, comuníquese con el Coordinador del Título VI de TCRTA, correo electrón [REDACTED]; o visite nuestra oficina administrativa al 210 N. Church St., Suite B, Visalia, CA 93291. Para mas información, visita <https://tularecog.org/TCRTA/about-us/title-vi-program/>
- Un reclamante puede presentar una queja directamente con la Administración Federal de Tránsito en la siguiente dirección:

Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE
Washington, DC 20590

If information is needed in another language, contact (559) 623-0450

Si se necesita esta información en español, llame (559) 623-0450

EXHIBIT B: TCRTA Title VI Complaint Form (Spanish)

SECCIÓN I:		
Nombre:		
Dirección (física):		
Ciudad:	Estado:	Código postal:
Teléfono:		Teléfono secundario (<i>opcional</i>):
Correo electrónico:		
Requisitos accesible en que formato:	<input type="checkbox"/> Letra Grande	<input type="checkbox"/> Texto en cinta
	<input type="checkbox"/> Teletipo	<input type="checkbox"/> Por Otros Medios
SECCIÓN II:		
¿Está usted presentando esta queja en su propio nombre?	SÍ*	NO
*Si contestó “sí” a la pregunta anterior, pase a la Sección III.		
Si contestó “no” ¿de parte de quien está usted presentando esta queja?		
¿Qué es su relación con esta persona?:		
Por favor, explique por qué está presentando esta queja a nombre de otra persona:		
Por favor, confirme que ha recibido el permiso de la persona agraviado para presentar esta queja en su nombre.	SÍ	NO
SECCIÓN III:		
Creo que la discriminación a que fue sometido fue a causa de (<i>marque todo lo que aplique</i>): <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen Nacional		
Fecha de la presunta discriminación (mm/dd/aaaa)		
Explique lo más claramente posible lo que pasó y por qué cree que fue discriminado. Incluya detalles específicos, tales como el nombre y la información de contacto de la persona(s) que lo discriminó (si se conoce), así como los nombres y la información de contacto de algún posible testigo, y cualquier otra información que nos ayudará a investigar su denuncia. Sí necesita más espacio para escribir, por favor use el dorso de esta forma.		

EXHIBIT B: TCRTA Title VI Complaint Form (Spanish) Page 2

SECCIÓN IV:		
¿Ha presentado anteriormente una queja del Título VI con TCRTA?	SÍ	NO
SECCIÓN V:		
¿Ha presentado esta queja con alguna otra organización federal, estatal o local, o ante algún tribunal federal o estatal?		
[] SÍ* [] NO		
*Sí contesto “sí” a la pregunta anterior, marque todo lo que aplique:		
[] Agencia Federal _____	[] Agencia Estatal	
[] Tribunal Federal _____	[] Tribunal Estatal	
[] Agencia Local		
Sí contesto “sí”, proporcione la información de contacto de un representante de la agencia/tribunal donde se presentó la queja.		
Nombre:		
Título de contacto:		
Agencia/Tribunal:		
Contacto dirección (agencia/tribunal):		
Teléfono de contacto (agencia/tribunal):		
Correo electrónico de contacto:		
SECCIÓN VI:		
Nombre de la agencia que la queja es en contra:		
Persona de contacto:		
Título de contacto:		
Teléfono de contacto:		

Puede adjuntar cualquier material escrito o cualquier información que usted considere relevante a su queja. La presentación de esta queja con TCRTA no le impide presentar una denuncia ante la Administración Federal de Tránsito.

Firma y la fecha son requeridos abajo para completar el formulario:

Firma _____ Fecha _____

Por favor envíe esta forma en persona o por correo a la siguiente dirección:

TCRTA Coordinador del Título VI
 210 N. Church St., Suite B
 Visalia, CA 93291

EXHIBIT C: FTA Title VI Program Checklist

FTA C 4702.1B

App. A-1

APPENDIX A

TITLE VI PROGRAM CHECKLIST

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Subrecipients shall submit the information below to their primary recipient (the entity from whom the subrecipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements (Chapter III)

All recipients must submit:

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its subrecipients for compliance with Title VI, and a schedule of subrecipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOT's, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Requirements of Transit Providers (Chapter IV)

All Fixed Route Transit Providers must submit:

- All requirements set out in Chapter III (General Requirements)
- Service standards

- Vehicle load for each mode
- Vehicle headway for each mode
- On time performance for each mode
- Service availability for each mode
- ☑ Service policies
 - Transit Amenities for each mode
 - Vehicle Assignment for each mode

Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in an Urbanized Area (UZA) of 200,000 or more people must submit:

- Demographic and service profile maps and charts
- Demographic ridership and travel patterns, collected by surveys
- Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
- A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
- Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

Requirements of States (Chapter V)

States must submit:

- All requirements set out in Chapter III (General Requirements)
- The requirements set out in Chapter IV (Transit Provider) if the State is a provider of fixed route public transportation
- Demographic profile of the State
- Demographic maps that show the impacts of the distribution of State and Federal funds in the aggregate for public transportation projects
- Analysis of the State’s transportation system investments that identifies and addresses any disparate impacts
- A description of the Statewide planning process that identifies the transportation needs of minority populations
- Description of the procedures the agency uses to ensure nondiscriminatory pass-through of FTA financial assistance
- Description of the procedures the agency uses to provide assistance to potential subrecipients, including efforts to assist applicants that would serve predominantly minority populations

Requirements of MPOs (Chapter VI)

Metropolitan Planning Organizations and other planning entities must submit:

- All requirements set out in Chapter III (General Requirements)

- The requirements set out in Chapter IV (Transit Provider) if the MPO is a provider of fixed route public transportation
- Demographic profile of the metropolitan area
- A description of the procedures by which the mobility needs of minority populations are identified and considered within the planning process
- Demographic maps that show the impacts of the distribution of State and Federal funds in the aggregate for public transportation projects
- Analysis of the MPO's transportation system investments that identifies and addresses any disparate impacts
- Description of the procedures the agency uses to ensure nondiscriminatory pass-through of FTA financial assistance (if requested)
- Description of the procedures the agency uses to provide assistance to potential subrecipients in a nondiscriminatory manner (if requested)

Tulare County Regional Transit Agency

AGENDA ITEM VII-F

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Partnership Agreement between the Porterville Unified School District

BACKGROUND:

The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies and projects to enact transformational change. The program is administered by the Strategic Growth Council which coordinated the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians.

In 2020, the Strategic Growth Council's Transformative Climate Communities Program awarded a \$200,000 planning grant to the Porterville Unified School District (PUSD), along with Climate Action Pathways for Schools (CAPS), to incorporate the work of students, teachers, district leadership, local government and business leaders, to develop a bold, 10-year Climate Action Plan for Porterville Schools. The Plan will generate a roadmap for the school communities to reduce pollution, improve environmental health, and tackle the challenge of climate change.

As part of the Third Round of the TCC Planning Grant Program, PUSD is the first school district in California to be awarded a TCC grant. In addition, the grant application from PUSD was scored with the highest ranking of all applicants in the state.

On March 8, 2022, the Strategic Growth Council announced \$105 million in funding for Implementation Grants for three awards of \$35 million each. A prerequisite of submitting an Implementation grant is an award of a Planning grant.

DISCUSSION:

The purpose of the Partnership Agreement between the Porterville Unified School District (PUSD), the City of Porterville, the Tulare County Association of Governments (TCAG), and the Tulare County Regional Transit Agency (TCRTA) is in support of PUSD's Strategic Growth Council's Transformative Climate Communities (TCC) grant application.

In anticipation of any such award, and in support of the grant application, this Partnership Agreement puts forth the expected organization, governance and financial relationships between the lead applicant (PUSD) and co-applicants (City, TCRTA, and TCAG). Any agreement awarded to PUSD resulting from a successful grant application will require subsequent approval by each governing board. The attached Partnership Agreement is non-binding and does not create any legally binding rights upon the Parties.

PUSD's \$35 million TCC Implementation Grant application includes the following elements:

- Street Safety Improvements (CITY)
- Free Student Pass Program (TCRTA)
- Electric School Buses and Vehicles (PUSD)
- Renewable Energy and Energy Storage (PUSD)
- HVAC Improvements (PUSD)
- Drought Tolerant Landscaping (PUSD)

If the PUSD grant application is awarded, TCRTA would receive approximately \$500,000 to provide free public transportation to all PUSD students for a period of five years.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors approve the Agreement between the Porterville Unified School District (PUSD) and authorize the Executive Director to submit a letter of support for the PUSD Transformative Climate Communities Implementation Grant.

FISCAL IMPACT:

None

ATTACHMENT:

1. Draft Partnership Agreement

PARTNERSHIP AGREEMENT

**BY AND BETWEEN THE
THE PORTERVILLE UNIFIED SCHOOL DISTRICT, THE CITY OF PORTERVILLE, THE TULARE
COUNTY ASSOCIATION OF GOVERNMENTS,
AND
THE TULARE COUNTY REGIONAL TRANSIT AGENCY**

**TO FACILITATE COORDINATION OF THE PUBLIC AGENCY STAKEHOLDERS IN DEVELOPING THE
TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM:
*CREATING OPPORTUNITIES, CHANGING LIVES IN PORTERVILLE***

This Partnership Agreement is entered into by and between the Porterville Unified School District (Lead Applicant), the City of Porterville (Co-Applicant), the Tulare County Association of Governments (Co-Applicant), the Tulare County Regional Transit Agency (Co-Applicant) and Climate Action Pathways for Schools (Co-Applicant) in support of an application to the State of California’s Strategic Growth Council for an Implementation Grant through its Transformative Climate Communities Program. In anticipation of any such award, and in support of the grant application, this Partnership Agreement puts forth the expected organization, governance and financial relationships between the Lead Applicant and Co-Applicants as will be required to implement its Transformative Climate Communities Program. Any agreement awarded to the Lead Applicant or Co-Applicants resulting from a successful grant application will require subsequent approval by their governing boards.

PERTINENT ENTITIES

Porterville Unified School District (Referred to in this Partnership Agreement as “PUSD”): PUSD is local education agency with a 2021-22 enrollment of 14,471 students in kindergarten through 12th grade, 7,493 of which attend schools in the Project Area. In addition to having twelve of its schools in the Project Area, the PUSD’s district offices, operations center and transportation yards are located in the Project Area as well.

City of Porterville (Referred to in this Partnership Agreement as “COP”): The COP is located in the foothills of the Sierra Nevada mountains in Tulare County, California. The City's sphere of influence includes rural areas surrounding the incorporated city and an urban area known as East Porterville. It is home to approximately 53,000 people, with approximately 23,000 people living in the Project Area. In addition to its residents in the Project Area, the City’s Administrative offices, Police Department, Fire Department and Library are located in the Project Area as well.

Tulare County Association of Governments (Referred to in this Partnership Agreement as “TCAG”): The TCAG was formed by a joint powers agreement in 1971. Eight incorporated cities, including the City of Porterville and the County of Tulare executed the agreement. The purpose of this formation was in part to assist local jurisdictions in obtaining federal and state assistance

by providing advice, counsel, and professional direction. TCAG is committed to improving the quality of life for residents throughout Tulare County, creating regional plans and building projects. TCAG coordinates regional transit to make getting around easy and convenient.

Tulare County Regional Transit Authority (Referred to in this Partnership Agreement as “TCRTA”): TCRTA is a joint powers agency formed by the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake pursuant to Section 6500 et seq. of the Government Code of the State of California through the adoption of a Joint Powers Agreement (JPA) effective in 2020. The JPA has full power and authority to own, operate, and administer a public transportation system within the jurisdictions of its members. TCRTA operates as a public agency separate and apart from its members.

Climate Action Pathways for Schools (Referred to in this Partnership Agreement as “CAPS”): CAPS is a California based non-profit, 501(c)(3), with California State Charity Registration Number CT0269013. CAPS partners with public schools to provide inspiring climate education programs. CAPS began partnering with PUSD in support of its climate action program in 2019.

GENERAL BACKGROUND

In 2019, PUSD began its work on an ambitious climate action program, with the aim to reduce greenhouse gas (GHG) emissions through school operations by 80% by 2030. The City of Porterville and the Tulare County Association of Governments, with the support of a Transformative Climate Community (TCC) Planning Grant awarded in 2020, began collaborating and supporting PUSD’s climate action program.

To advance and serve Porterville, California, community stakeholders have come together to establish *Creating Opportunities, Changing Lives in Porterville*, a TCC Program, including applying for a TCC Implementation Grant. If awarded, the TCC Implementation Grant would be the centerpiece of the Program, and provide an investment catalyst to accomplish these important Program goals:

1. Reducing greenhouse gas (GHG) emissions
2. Providing a clean mobility option to school for every student
3. Improving public health
4. Reducing energy costs
5. Reducing waste
6. Saving water and
7. Providing economic opportunity and advancing education

The TCC Implementation Grant will serve an approximate 5.0 square mile area of Porterville (the Project Area), encompassing these four United States Census Bureau census tracts: 6107003700, 6107003802, 6107004101 and 6107004102. These census tracts are located in the center and east side of Porterville, a map of which is included in EXHIBIT A of the Partnership Agreement.

STAKEHOLDER ORGANIZATION

Creating Opportunities, Changing Lives in Porterville will be organized under the leadership of PUSD. In addition to PUSD and the Co-Applicants described above, the organization will include a Porterville Community Committee (PCC) participating as a member of its TCC Program stakeholder organization and supported by CAPS. The stakeholder organizational structure is outlined in EXHIBIT B of the Partnership Agreement.

GOVERNANCE

The stakeholder organization, represented by PUSD, the Co-Applicants and PCC, will have collective responsibility for developing and approving its TCC Program vision, goals and project strategies, including an overall Program budget. Responsibility for project implementation will be individually held by the Lead Applicant or Co-Applicant with jurisdiction over each respective project.

The governance of the stakeholders will be by a committee consisting of five representatives – PUSD, COP, TCAG, TCRTA and PCC, with PCC represented by CAPS at stakeholder committee meetings. Aspects of the Program with collective responsibility, including handling disputes, and changes to this Agreement, adding or removing members, will be voted upon by the stakeholder representatives, with any decisions of collective responsibility requiring unanimous approval.

Individual Applicants (PUSD, COP, TCAG, TCRTA and CAPS) will be responsible for projects within their jurisdiction. The financial relationship between the Lead Applicant and Co-Applicants will be outlined in individual agreements between Lead Applicant and each Co-Applicants after an award of a TCC Implementation Grant agreement, and will require an approval of each of their governing boards.

MEETINGS AND COMMUNICATIONS

The five representatives of the stakeholder committee will meet quarterly for the term of any TCC Program Implementation award. Preceding those quarterly meetings, CAPS will organize a quarterly meeting of the PCC, at which any collective decisions to be made at the quarterly stakeholder meetings can be voted on by the PCC, with CAPS then representing and providing the majority vote of the PCC at the stakeholder committee meeting for those decisions.

CAPS will create a public website for the TCC Program, providing:

- A description of the Program and stakeholder organization
- A quarterly progress report
- Agendas from quarterly meetings
- Minutes from quarterly meetings
- An email contact address for questions and community input

NOW, THEREFORE, THE LEAD APPLICANT AND CO-APPLICANTS SHARE THE FOLLOWING UNDERSTANDING:

Transportation:

- A transition to emissions-free transportation is critical in California in order to reduce its GHG emissions, as transportation is responsible for approximately 41% of the state's GHG emissions (<https://ww2.arb.ca.gov/ghg-inventory-data>), and to improve air quality.
- A goal of our TCC Program is providing a clean mobility transportation option to school for every student. We consider clean mobility to include transportation by zero-emissions vehicles or active transportation, including walking and biking.
- Critical to providing transportation by zero-emissions vehicles is both (1) zero-emissions transportation through PUSD's transportation services, and (2) zero-emissions public transportation offered by TCRTA.
- Improving active transportation in the Project Area will build upon an active transportation program underway with the COP, including the Butterfield Stage Corridor (\$7.75M) and the Sante Fe Byway (\$3.6M), both of which are active transportation projects underway in the Project Area.
- In our TCC Implementation Grant application, we expect to include a request for project funding for the improvements to certain streets, curb ramps, sidewalks and cross-walks at or near school sites in the Project Area. Although preliminary designs and cost estimates for these improvements have been completed, if awarded a grant through this application, and prior to any construction, the design of the improvements will need to be completed and in compliance with the COP's standards, and will require approval by the COP's governing board, its City Council.

Buildings:

- The majority of GHG emissions from school operations in the Project Area are the result of the energy usage of school facilities in the Project Area.
- Transitioning school facilities to zero-emissions is a key strategy to meeting our Program goal in reducing GHG emissions.
- The transition to zero-emissions in school buildings will also improve public health in our community by improving ventilation and indoor air quality for students while at school.

Water:

- Drought in the San Joaquin Valley constitutes a major challenge and the environmental issue of most concern to the PUSD community.
- Transitioning school grounds to drought tolerant landscaping is important to facing that challenge, and will provide a model for other businesses and residents in the Project Area.
- Providing healthy drinking water is critically important for the Project Area in confronting drought. Providing filtered hydrations stations at schools throughout the Project Area helps to ensure access to healthy drinking water for youth in the Project Area.

Education and Workforce Development:

- PUSD launched its Pathways Program in 2008, as centerpiece for high school educational reform in Porterville. Its Pathways Program has flourished and been successful over these past 14 years, and is a nationally recognized model in public education in helping under-resourced communities prepare its youth for college and career.
- The success of PUSD Pathways was established by, and built on broad based community engagement and support, including the COP.
- Our TCC Program will leverage the PUSD Pathways Program, and the projects built therein, to teach prepare our youth and the community for college and career opportunities in sustainability related professions, including zero emissions transportation, energy efficiency, solid waste reduction, water efficiency and clean energy technology.

OFFICIAL COMMUNICATIONS

The respective contact points for communication and information exchange, as well as any notice required to be submitted under this Partnership Agreement are:

- Brad Rohrbach, Assistant Superintendent of Business Services, PUSD
- Jason Ridenour, Community Development Director, COP
- Benjamin Kimball, Deputy Executive Director, TCAG
- Richard Tree, Executive Director, TCRTA
- William Kelly, President, CAPS

NON-BINDING PARTNERSHIP AGREEMENT

- a. This Partnership Agreement is a non-binding, voluntary initiative and does not create any legally binding rights, limitations or obligations upon the Lead Applicant and Co-Applicants. This Partnership Agreement does not purport to include all provisions relative to the structure or terms of the proposed transaction or definitive documents. Rather, the Lead Applicant and Co-Applicants agree that any binding commitments in future will be memorialized in agreements as they are negotiated. Each party shall bear its own costs related to this effort unless otherwise agreed to in writing.
- b. Should the Lead Applicant and Co-Applicants reach an impasse in the collaborative effort anticipated by this Partnership Agreement, the contact points (identified above) will make an expeditious and good faith effort at working together to resolve the impasse.
- c. This Partnership Agreement is effective from the date of its last signature and shall remain in effect until December 31, 2023, or until another Partnership Agreement or agreement is executed between the Lead Applicant and Co-Applicants, or one Participant withdraws from the Partnership Agreement, whichever is earlier.
- d. The Lead Applicant and Co-Applicants may, at any time, withdraw from this Partnership Agreement by providing a written notice to the Lead Applicant and each of the Co-Applicants.

NON-DISCRIMINATION CLAUSE

The Lead Applicant and Co-Applicants do not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status.

By signing below, as authorized representatives of the Lead Applicant and Co-Applicants described above, approve this Partnership Agreement.

Nate Nelson, Superintendent
Porterville Unified School District

Date

John Lollis, City Manager
City of Porterville

Date

Ted Smalley, Executive Director
Tulare County Association of Governments

Date

Richard Tree, Executive Director
Tulare County Regional Transit Authority

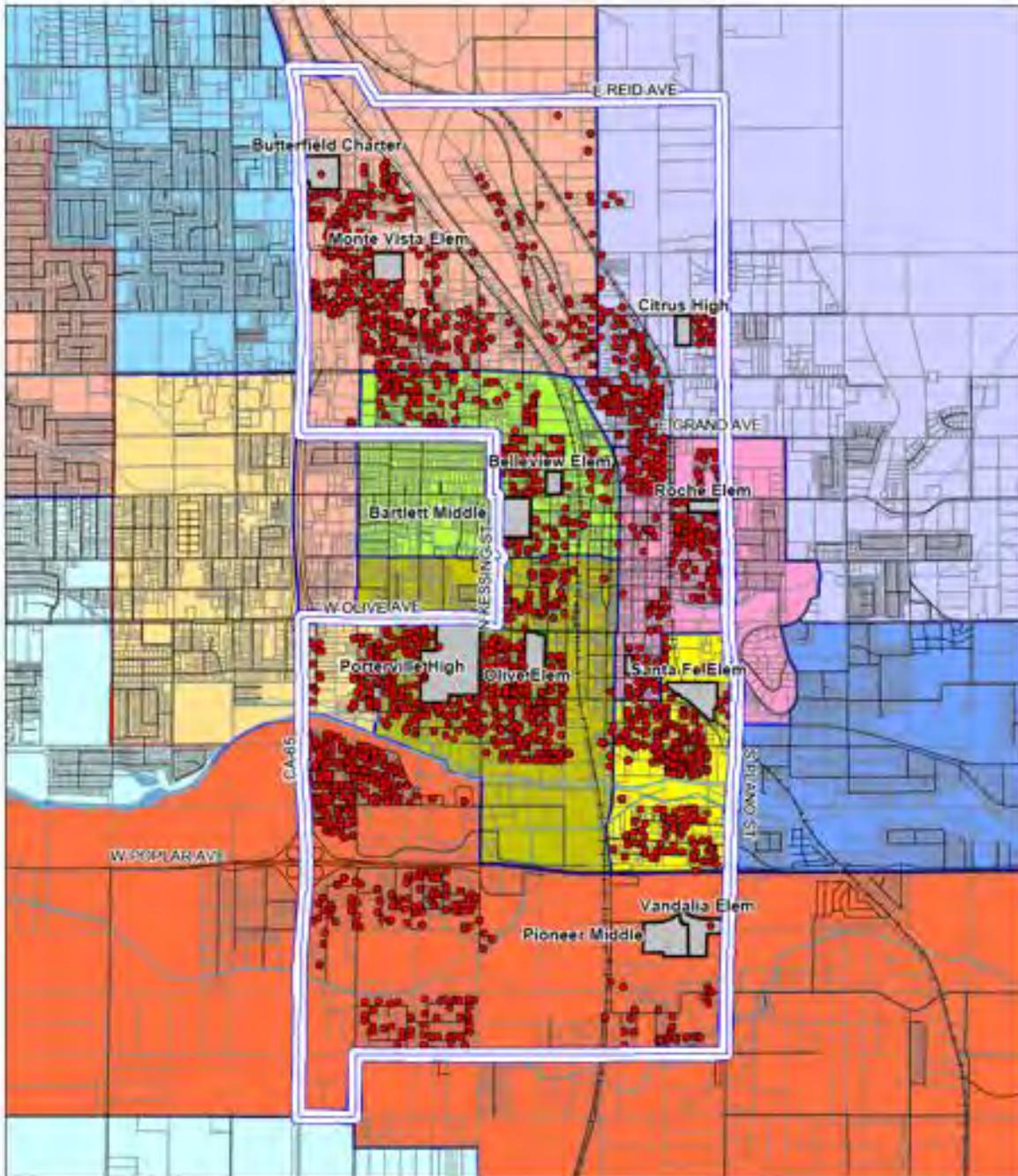
Date

William Kelly, President
Climate Action Pathways for Schools

Date

EXHIBIT A PROJECT AREA

TCC PROGRAM PROJECT AREA MAP
Creating Opportunities, Changing Lives in Porterville



NOTES:

- Grey shaded areas in Project Area are locations of PUSD schools
- Red dots are location of PUSD student residences in Project Area

EXHIBIT B
STAKEHOLDER ORGANIZATIONAL CHART

TCC Program Organizational Structure
Creating Opportunities, Changing Lives in Porterville



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Tulare County Regional Transit Agency

AGENDA ITEM VIII-A

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Adoption of a Resolution Approving the Fiscal Year 2022 Budget and Capital Improvement Program

DISCUSSION:

Staff has prepared the attached Tulare County Regional Transit Agency's (TCRTA) draft Fiscal Year (FY) 2022 Budget and Capital Improvement Program. It has been prepared to be reflective of TCRTA's 2022 Service Plan. The FY 2022 Budget and Capital Improvement Program is the first year all five transit operators (Dinuba, Porterville, Tulare, Woodlake, and County) have been consolidated into TCRTA.

Approval by the Board of Directors is required for the FY 2022 Budget and Capital Improvement Program. The total proposed balanced FY 2022 Budget and Capital Improvement Program is \$32,155,375.

The FY 2022 Budget faces extraordinary challenges due to the effects of the COVID-19 pandemic, in addition to the continuing challenges created by declining ridership and fare revenue, aging infrastructure, and increased operating expense. The FY 2022 Budget proposes operating expenditures of \$18,759,422 to operate transit services for its member agencies and funds five administrative positions. The FY 2022 Capital Improvement Program proposes capital expenditures of \$13,395,953 in capital improvements that include revenue and non-revenue vehicle purchases, transit facility improvements, and bus stop amenities.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors approve the draft Resolution adopting the Fiscal Year 2022 Budget and Capital Improvement Program.

FISCAL IMPACT:

The proposed FY 2022 Annual Budget is balanced. It may be revised as conditions and actuals change over the course of the fiscal year.

ATTACHMENT:

1. Draft Resolution
2. Draft Fiscal Year 2022 Budget and Capital Improvement Program

RESOLUTION: 2022-_____**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY
ADOPTING THE FISCAL YEAR 2022 BUDGET
AND CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, the Joint Powers Agreement, dated August 11, 20220, 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 Tulare County Regional Transit Agency “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 and on behalf of the Member Agencies; and

WHEREAS, TCRTA has prepared a comprehensive Fiscal Year 2022 Budget and Capital Improvement Program reflecting anticipated revenues and expenditures; and

WHEREAS, the Board of Directors of the Tulare County Regional Transit Agency desires to adopt an Annual Budget for the Fiscal Year 2022 (July 1, 2022 to June 30, 2022); and

WHEREAS, the Transportation Development Act (TDA) provides for the disbursement of funds from the Local Transportation Fund of Tulare County for use by eligible claimants for the purpose of operating and capital assistance; and

WHEREAS, the State Transit Assistance (STA) fund makes funds available to eligible applicants to support approved transit projects; and

WHEREAS, the Federal Transit Administration (FTA) and Caltrans make federal funds available to eligible applicants for the purpose of operating and capital assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby approve the Tulare County Regional Transit Agency’s Fiscal Year 2022 Budget and Capital Improvement Program attached hereto as Exhibit 1, effective July 1, 2022; and

BE IT FURTHER RESOLVED that, said Annual Budget includes appropriations of monies expected to be available in the General Fund, Capital Fund, and existing and

RESOLUTION: 2022-_____

anticipated Federal, State, and local grants, for expenditures in the amounts and for the purposes set forth in said budget; and

BE IT FURTHER RESOLVED that, said Annual Budget includes funds dedicated to paying for capital improvements; and

BE IT FURTHER RESOLVED that the Executive Director or the Executive Director's designee is authorized to execute and file applications to the FTA and Caltrans funding for FY 2022 financial assistance; and

BE IT FURTHER RESOLVED that the Executive Director or the Executive Director's designee is authorized to execute agreements with transit operators to provide service or receive transfer payments, such transfer payments being paid or received by TCRTA to facilitate the coordination of transit service and to furnish incentives for providing enhanced transfer services between TCRTA and other transit operators; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to make expenditures and incur liabilities against said funds within the limits set forth in said budget and the provisions of this Resolution, and to act on behalf of TCRTA in connection with contracts arising thereunder, by following the procedures provided by law, and by Board of Directors' Resolutions and Board Rules, except that no contractual obligations shall be assumed by TCRTA in excess of its ability to pay, and provided further that all expenditures shall be in conformance with statutory and other restrictions placed on the use of said funds; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to act on behalf of TCRTA, and to make expenditures and incur liabilities against all funds of TCRTA as provided for in contracts which have been authorized by the Board of Directors of the Tulare County Regional Transit Agency and that the Board's authorizations of such contracts also include the necessary appropriations for such contracts and change orders authorized by Rules approved by the Board, subject, however, to compliance with such specific appropriation resolutions as may be adopted by the Board from time to time; and

BE IT FURTHER RESOLVED that the Executive Director or the Executive Director's designee is authorized to issue free or discounted promotional rides in FY 2022 for purposes of building ridership on the system, consistent with ridership recovery guidelines.

RESOLUTION: 2022-_____

PASSED AND ADOPTED this 22nd day of June 2022 by the **Board of Directors of the Tulare County Regional Transit Agency.**

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 22nd day of June 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____

Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-_____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 22nd day of June 2022.

Signed _____

Richard Tree
Executive Director



2022 OPERATING BUDGET

and Capital Improvement Program

Tulare County Regional Transit Agency

June 22, 2022

This document contains the proposed 2022 Tulare County Regional Transit Agency Operating Budget and Capital Improvement Program.

Board of Directors

Jose Sigala – Chair
City of Tulare

Greg Gomez – Vice Chair
City of Farmersville

Kuldip Thusu
City of Dinuba

Steve Garver
City of Exeter

Ramona Caudillo
City of Lindsay

Milt Stowe
City of Porterville

Rudy Mendoza
City of Woodlake

Eddie Valero
County of Tulare

Executive Management

Richard Tree
Executive Director

Leslie Davis
Finance Director (TCAG)

Albert Barragan
Transit Manager (TCaT)

Teresa Ortega
Transit Technician (TCaT)

Servando Quintanilla Jr.
Administrative Clerk II (TCAG)

Jennie Miller
Associate Planner (TCAG)

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Executive Summary

The Tulare County Regional Transit Agency (TCRTA) has a responsibility to fund, plan with, and advocate for the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake – known as its “Member Agencies”. Annually, the member agencies collaborate to develop the Operating Budget and Capital Improvement Program. Preparation of these crucial materials has now taken place in two consecutive years of disruption and uncertainty caused by the COVID-19 pandemic.

In 2021, the Tulare County Regional Transit Agency, like many across the country, continued to experience lower-than-normal ridership. Meanwhile, the transit agencies have continued to foster a culture of COVID prevention, and Tulare County’s vehicles have never been cleaner and safer to ride. TCRTA has continued providing safe, reliable trips to meet dramatically shifting customer needs and demand for travel. TCRTA’s contracted employees have performed heroically by transporting workers to essential jobs each day since the pandemic began.

However, the decrease in riders has had a considerable impact on revenue generated from fares. Meanwhile, local, state, and federal funding has exceeded expectations and reached record levels. This unique situation has reshaped the heart of community-driven mobility. The 2022 Budget is a product of that reshaping and accommodates within an ever shifting financial and demand for travel that we can reasonably predict and adds flexibility for the ones we cannot.

TCRTA led the region’s transit system through this difficult time by allocating funds from three major federal relief packages to allow transit operations to continue in 2020 and 2021, analyzing data, communicating transparently about the state of the crisis, and taking actions to address the immediate needs of the Member Agencies. These actions have put the region’s transit system in a more stable position, but many challenges remain.

This document describes a 2022 budget of \$32.1 million that includes \$18.7 million in operating expenses and a robust Capital Improvement Program of \$13.3 million. Most of the capital funding is programmed for approximately 36 buses and vans and charging infrastructure to support the transition to a zero-emission fleet.

As we begin 2022, we recognize this is a time of urgency and uncertainty. We know transit is essential to our region’s success, but the timeline of recovery is outside our control. To help answer the many questions about the future of transit in Tulare County, TCRTA has begun development of TCRTA’s Short Range Transit Plan – *Go Tulare County*. The bulk of the planning and engagement will in late 2022, after which the efforts of many will be required to implement it.

TCRTA’s top priority is always safety, which now includes a higher level of attention to public health while maintaining safe access to our communities’ work centers, hospitals, and other vital services.

Federal Relief Sustains Transit Through the Pandemic

The 2022 Operating Budget and Capital Improvement Program fund safe, reliable, and innovative regional transit through 2022 as detailed in the following sections of this document. In large part, that has been made possible by three federal relief packages providing unprecedented support to public transit operations during the pandemic.

Coronavirus Aid, Relief, and Economic Security (CARES) Act

On March 27, 2020, the CARES Act was signed into law. FTA allocated \$25 billion to recipients of the urbanized area and rural area funds.



Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSA)

On December 27, 2020, the CRRSA was signed into law. FTA allocated \$900 billion in supplemental appropriations for COVID-19 relief, \$14 billion of which was allocated to support the transit industry during the COVID-19 pandemic.



American Rescue Plan Act of 2021

On March 11, 2021, the American Rescue Plan Act of 2021 was signed into law. FTA allocated \$30.5 billion to support the nation’s public transportation systems as they continue to respond to the COVID-19 pandemic and support the President’s call to vaccinate the U.S. population.



Transit’s Value Beyond Ridership

A recent TCRTA survey of riders in 2022 found that a majority of lapsed riders planned to return when the pandemic receded, but ridership gains have been stymied by rising COVID cases from emerging variants, vaccine hesitancy, and the resulting changes in office re-opening plans. System ridership realized only modest gains in large part to TCRTA’s Fare Free 4 All Program (July 2021 through June 2022) and is projected to end the year at 50 percent of pre-pandemic levels.

Transit ridership around the country had experienced several years of decline before 2020. Trends like remote work that began before the pandemic have become even more prevalent and are likely here to stay. It’s clear that TCRTA will face a near-term reality of lower ridership and fare revenue while still operating a robust transit system for the region.



We know that the value of transit extends far beyond the number of people riding buses each day. Unfortunately, in recent months we have seen more residents choose to drive, which could have dangerous, expensive, and unhealthy outcomes for the region.

Amid this crisis, there is no time to waste. While TCRTA will be developing a vision by engaging the many audiences who care passionately about transit throughout the strategic planning process, we know we cannot wait until the plan is adopted to take action for transit’s future. To this point, TCRTA is expanding its award-winning innovative mobility, On-Demand, throughout Tulare County. TCRTA will continue its pioneering partnership with Uber to power its On-Demand service.

“In 2022, TCRTA will do the work to plan for the future of public transportation in Tulare County in a time when the challenges and opportunities facing our Agency have never been greater. There are many unknowns ahead, but with our collective effort, I am confident our region will thrive with a public transit system that provides innovative, reliable, accessible, and equitable mobility options for all.”

- **Richard Tree, Executive Director**



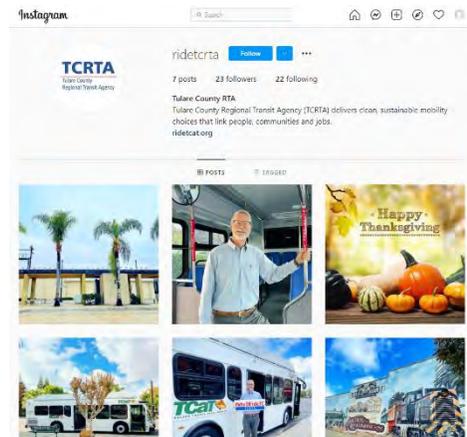
TCRTA Mission Statement



“We at TCRTA deliver clean, sustainable mobility choices that link people, communities, and jobs. Our focus is to elevate customer service, safety, and seamless transportation alternatives by optimizing efficiencies through joining together and maximizing economies of scale.”

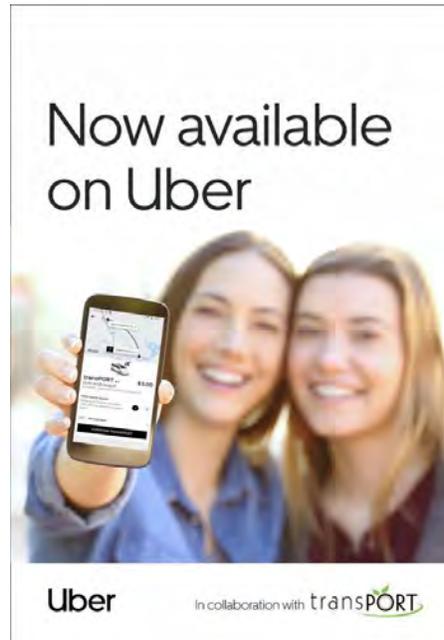
FY2022 Initiatives

1. Vehicle Replacement
2. Zero-Emission Infrastructure and Fleet Procurement
3. On-Demand Service and Fleet Expansion
4. Regional Fare Collection System
5. Bus Stop Signage Rebranding
6. Improving Quality of Service
7. Protecting the Workforce
8. Short Range Transit Plan (SRTP)
9. Legislative Advocacy
10. Cross Valley Corridor



Agency & Service Summary

TCRTA was created in 2020 to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, called Tulare County Regional Transit Agency, with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies.



TCRTA service began in July 2021, assuming the operations of Dinuba, Tulare, and Woodlake Transit Systems. Beginning in July 2022, the Agency will assume the operations of Porterville Transit and Tulare County Area Transit completing the planned consolidation of transit operators.

TCRTA now operates 24 fixed-route local and commuter lines, ADA Paratransit in 5 communities, and On-Demand services providing approximately 1.5 million rides per year (pre-pandemic).

In 2020, the City of Porterville began operating its award-winning On-Demand service in response to the COVID-19 pandemic. This service quickly became the preferred method for mobility in the City of Porterville. Starting in 2022, the On-Demand service will be expanding throughout Tulare County, providing residents with innovative technology powered by the Uber mobile application.

Since its inception, TCRTA has continued Tulare County transit operator's commitment to transition to zero-emission technology.

To maintain its fleet of 105 vehicles in a state of good repair, TCRTA relies on the City of Dinuba to maintain the North Yard fleet, the City of Porterville to maintain the South Yard fleet, and contractor-provided maintenance to maintain the Central Yard fleet.

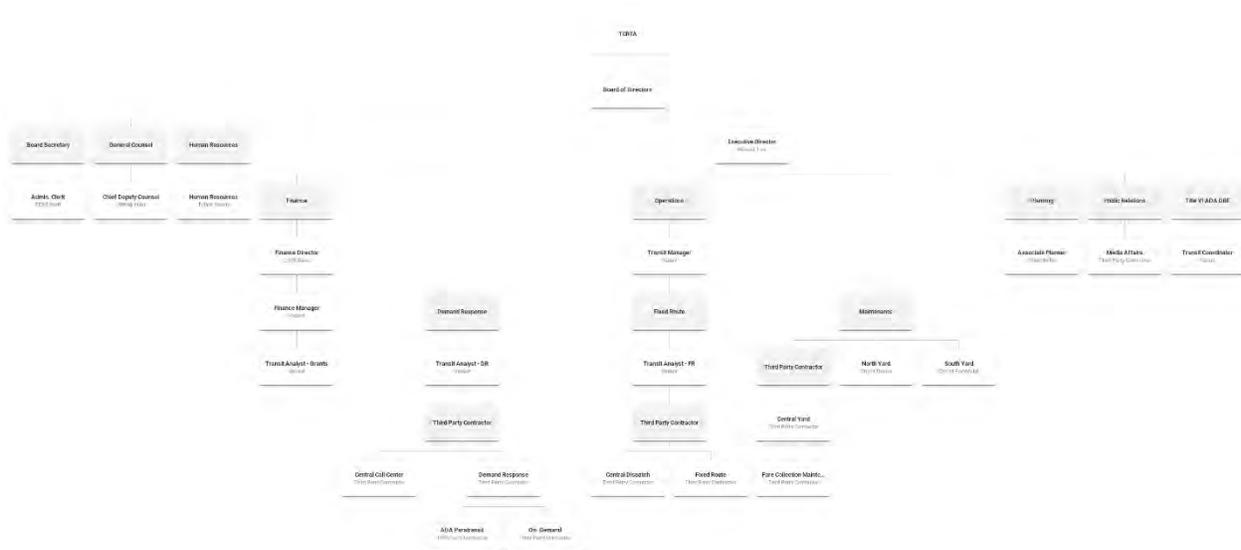
To best serve its communities, TCRTA operates Transit Centers in the Cities of Dinuba, Porterville, Tulare, and Woodlake.



Organization Structure

The Tulare County Regional Transit Agency Board of Directors includes one city council member and alternate from each of the 7 cities, as well as one appointed representative and alternate from the Tulare County Board of Supervisors.

The Board of Directors directs policy that is implemented by a directly employed administrative staff. On-street operations and front-line customer service are provided through a contract with Transdev.



Fleet & Facilities

TCRTA Fleet

Service	Quantity	Fuel
Fixed Route	53	CNG & Electric
Commuter	25	CNG
ADA Paratransit	12	Gasoline, CNG
On-Demand	15	Electric
Total CNG & Gasoline	80	
Total Electric	25	
Total Fleet	105	



TCRTA Maintenance Facilities

South Yard	Central Yard & Call Center	North Yard
City of Porterville 555 N. Prospect Ave. Porterville, CA 93257	Transdev (Contracted) 25430 Road 140 Visalia, CA 93292	City of Dinuba 1088 E. Kamm Ave. Dinuba, CA 93618



TCRTA Transit Centers

Dinuba Transit Center	Porterville Transit Center	Tulare Transit Center	Woodlake Transit Center
180 E. Merced St. Dinuba, CA 93618	61 W. Oak Ave. Porterville, CA 93257	360 N. K St. Tulare, CA 93274	201 E. Lakeview Ave. Woodlake, CA 93286

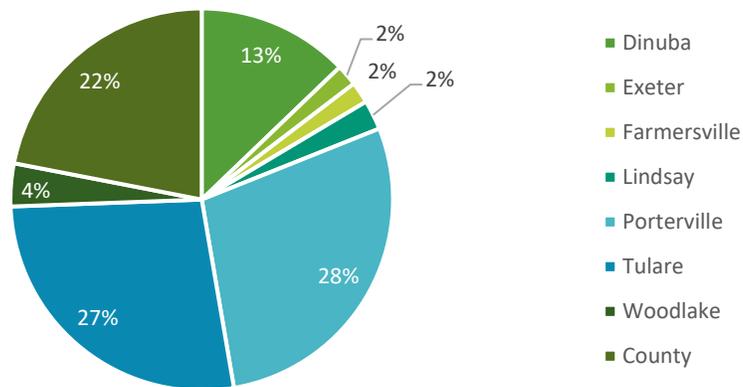


Funding Sources

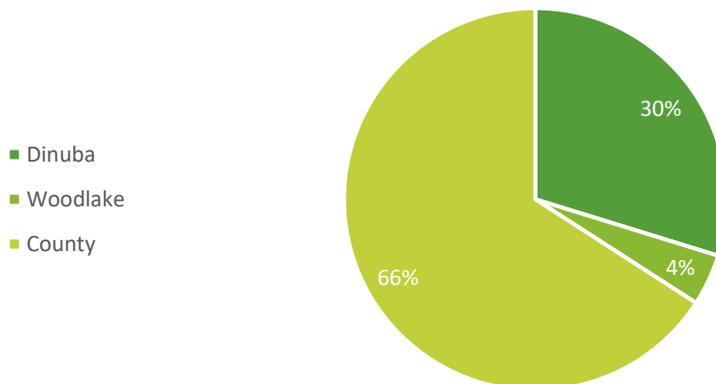
TCRTA is funded with state and local sales tax funds, federal transportation funds, and farebox revenues.

Most funds are transportation subsidies allocated by the Tulare County Association of Governments (TCAG) serving as the Metropolitan Planning Organization (MPO) to Tulare County transit operators through the formula allocation procedure. The formula allocation procedure uses vehicle service hours to apportion the available revenues into percentage shares. The sources of funds are discussed in the following sections.

TCRTA Shares Ratio



5311 Shares Ratio



Tulare County Resources

Measure R Transit

Measure R is a 2006 voter approved Tulare County ½ cent sales tax. These funds are eligible for bus operating and capital expenses.

State Resources

Transportation Development Act (TDA)

TDA is a statewide ¼ cent sales tax that is deposited into the State Local Transportation Fund. TDA funds are eligible for capital and operating expenses.

State Transit Assistance Funds (STA)

STA is a statewide excise tax on fuel, these funds are eligible for use on transit capital and operating expenses.

SB1 (State of Good Repair Program)

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1, signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. SB1 emphasizes the importance of accountability and transparency in the delivery of California’s transportation programs. This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account. The funds are distributed to transit agencies throughout the State according to the STA formula. These funds are available for eligible transit maintenance, rehabilitation, and capital projects.

Transit and Intercity Rail Capital Program (TIRCP)

TIRCP was created by Senate Bill 862 and modified by Senate Bill 9 to provide grants from the Greenhouse Gas Reduction Fund to fund transformative capital improvements that will modernize California’s intercity, commuter and urban rail systems, and bus and ferry transit systems to reduce emissions of greenhouse gases by reducing congestion and vehicle miles traveled throughout California.

Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA)

PTMISEA (also known as Prop 1B) is a ten-year statewide general obligation bond eligible for use on transit capital.

Federal Resources

Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA)

The Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSA) was signed into law on December 27, 2020. The bill included \$14 billion which will be allocated to public transit throughout the United States. The supplemental funding will be provided at 100 percent federal share, with no local match required.

Federal Urban Area Formula Program (Section 5307)

The Urbanized Area Formula Funding Program (49 U.S.C 5307) makes federal funds available to urbanized areas for transit capital, operating, and transportation-related planning. An urbanized area is an incorporated area with a population of 50,000 or more that is designated as such by the U.S. Department of Commerce, Bureau of the Census. Operating funds require a 50 percent local match and Capital funds require a 20 percent local match.

Formula Grants for Rural Areas (Section 5311)

The Formula Grants for Rural Areas Program provides capital, operating and transportation-related planning funds to states to support public transportation in rural areas with populations of less than 50,000, where many residents often rely on public transit to reach their destinations. The California Department of Mass Transportation (Caltrans) distributes funding to Tulare County transit operators.

Federal Buses and Bus Facilities and Low- or No-Emission Program (Section 5339)

The Grants for Buses and Bus Facilities program (49 U.S.C. 5339) makes federal resources available to States and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low- or no-emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program, the Low- or No-Emission Vehicle Program, provides competitive grants for bus and bus facility projects that support low- or no-emission vehicles.

Federal Congestion Mitigation and Air Quality (CMAQ)

These funds are programmed for cost-effective emission reduction activities and congestion mitigation that provide air quality benefits. They require a 20 percent local match.



Budget Summary

The onset of the COVID-19 pandemic in March 2020 had a profound effect on the TCRTA regional operating budget, particularly sales tax receipts and passenger fare revenue. TCRTA’s fare revenue remains severely depressed, primarily due to the slow return of riders to public transit.

In response to this sudden and lingering revenue loss, the federal government has provided three tranches of much-needed relief funding for transit via the CARES Act, CRRSAA, and American Rescue Plan (ARP) Act. This critical funding, totaling over \$3.4 billion for the nation’s transit providers, has enabled the TCRTA system to operate transit during the height of the pandemic and ongoing recovery, providing critical service to those who need it the most. The TCRTA ridership recovery over the course of 2021 has been slow, but steady.

This section summarizes the 2022 Budget, which comprises each Member Agency’s respective operating budget combined with the budget requirements of TCRTA. While the first section of the document contains high-level summaries of the regional budget, more complete details may be found in [Appendix A](#).

FY 2022 Budget Revenues

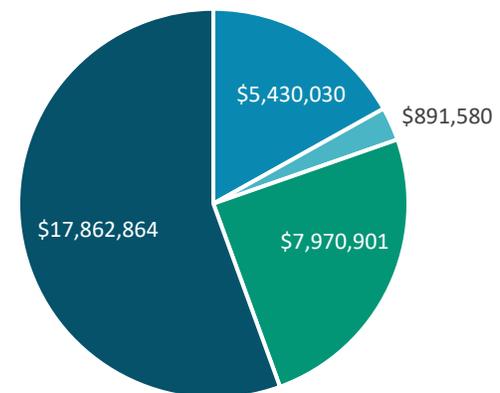
The FY 2022 budget assumes \$32.1 million of revenues, consisting of passenger and advertising revenues, state and local sales tax revenues, and federal grant revenues. Importantly, the 2022 budget revenues includes \$2.5 million of existing CARES Act and CRRSAA funding.

Consolidated Budget Revenues

	FY 2022	
PASSENGER REVENUE	\$891,580	2.77%
OTHER REVENUE	\$5,430,030	16.89%
STATE FUNDING	\$7,970,901	24.79%
FEDERAL FUNDING	\$17,862,864	55.55%
TOTAL BUDGETED REVENUES	\$32,155,375	

Highlighting “Other Revenue” includes the following:

- \$1.5 million from AHSC
- \$1.1 million from Measure R Transit
- \$1 million from Measure R Transit Innovations



■ Other ■ Passenger ■ State ■ Federal

Detailed Budget Expenses

5220	Other Revenue - SCE	\$800,000
5220	Other Revenue - SJVAPCD	\$400,000
5220	Other Revenue - AHSC	\$1,581,585
5054	State Funds STA	\$3,328,956
5054	State Funds LTF	\$3,661,302
5054	State Funds LCTOP	\$302,580
5054	PTMISEA Dinuba Fare System	\$51,455
5054	Grants Other (SGR/SB1 Capital)	\$929,188
5700	Federal Funds 5307 (FTA Claims)	\$7,520,719
5700	Federal Funds 5311 Cares Act Funding	\$2,533,398
5700	Federal Funds 5311 (Operating)	\$1,258,194
5700	Federal funds 5339 (Dinuba)	\$243,455
5700	CMAQ (STBGP)	\$3,086,000
5700	CMAQ (Micro Transit)	\$1,471,098
5700	CMAQ (Capital)	\$1,750,000
5835	HVIP	\$414,000
5835	Advertising	\$130,000
5835	Measure R Transit Funds	\$1,100,000
5835	Measure R Revenues (Other financing sources)	\$4,445
5835	MR Innovation & Tech Funds	\$1,000,000
5835	Public Transit Passenger Fares (Micro Transit)	\$130,000
5873	Public Transit Passenger Fares (Regular)	\$459,000
	Total Revenues	\$32,155,375

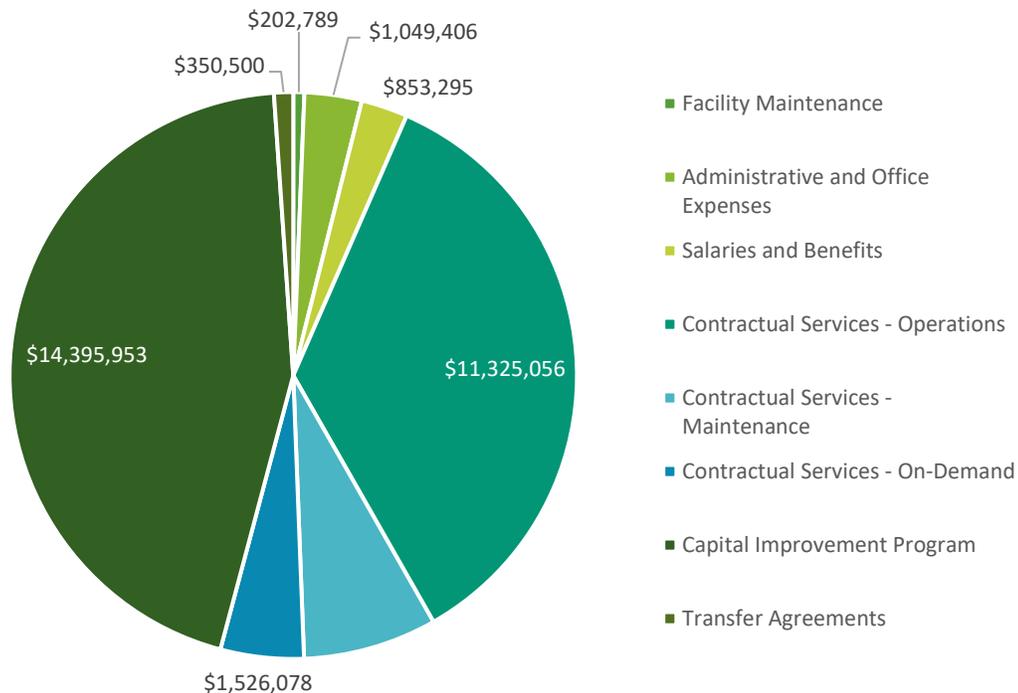


FY 2022 Budget Expenses

The FY 2022 budget assumes \$32.1 million of expenses, consisting of administrative, contractual services for operations (Transdev), contractual services for maintenance (Dinuba, Porterville, and Transdev), and the Capital Improvement Program. Importantly, the combined Contractual Services comprise about 42.59%, Capital Improvement Program comprises about 44.77%, and Salaries and Benefits comprise 2.65%.

Consolidated Budget Expenses

	FY 2022	
FACILITY MAINTENANCE	\$202,789	0.63%
ADMINISTRATIVE & OFFICE	\$1,049,406	3.26%
SALARIES & BENEFITS	\$853,295	2.65%
CONTRACTUAL SERVICES - OPERATIONS	\$11,325,056	35.22%
CONTRACTUAL SERVICES – MAINTENANCE	\$2,452,298	7.63%
CONTRACTUAL SERVICES – ON-DEMAND	\$1,526,078	4.75%
CAPITAL IMPROVEMENT PROGRAM	\$14,395,953	44.77%
TRANSFER AGREEMENTS	\$350,500	1.09%
TOTAL BUDGETED EXPENSES	\$32,155,375	



Detailed Budget Expenses

7000	Operating Supplies	\$1,160
7005	Communications (IT & Telephone)	\$63,115
7005	Communications (Radios)	\$44,775
7010	Insurance	\$13,000
7010	Insurance (Vehicle)	\$252,133
7021	Repair & Maintenance Facility	\$202,739
7024	Maintenance-Bldg. & Improvements (TCAG)	\$50
7036	Office Expense (supplies & svcs)	\$13,740
7036	Office Furniture (4 new positions)	\$53,000
7036	Office Expense (Comp Equip)	\$218,700
7036	Office Expense (Printing & copies)	\$1,500
7040	Courier / Mail	\$700
7043	Professional and Specialized Expense	\$72,216
7043	Contractual Services	\$11,325,056
7043	Contractual Services (Maintenance portion only)	\$2,452,298
7043	Contractual Services (Micro Transit)	\$1,526,078
7043	Transfer Agreements (Visalia)	\$350,500
7059	Publications/Dues/Memberships/ Legal Notices	\$1,000
7062	Rent	\$11,000
7066	Salaries and Employee Benefits (TCAG Staff Support)	\$45,000
7066	Salaries and Benefits TCRTA Staff	\$804,989
7066	Workers' Comp Ins	\$3,306
7066	Advertising (Outreach)	\$35,000
7066	Special Dept Expense (RMA, County Counsel & Porterville Staff)	\$89,367
7073	Transpiration, Travel & Training	\$7,000
7081	Utilities	\$172,000
8345	Capital Improvement Program	\$13,395,953
8345	Innovations & Tech	\$1,000,000
	Administration Distribution	
	Total Expenses	\$32,155,375

Capital Improvement Program

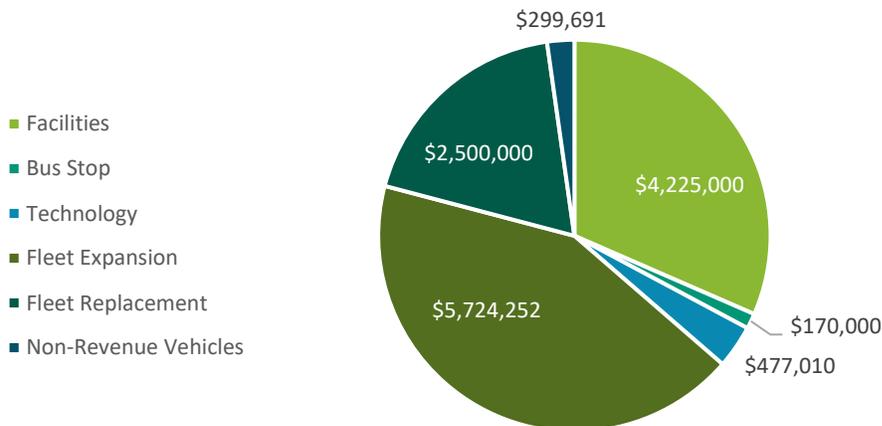
The currently proposed Capital Improvement Program includes \$13.3 million of newly proposed projects. This includes \$4.4 million planned for Transit Facilities, Transit Center, and Bus Stop Improvements, and \$8.9 million planned for Transit Fleet Replacement/Expansion, Support Equipment, and Support Vehicles.



This section summarizes the 2022 Capital Improvement Program, which comprises each Member Agency’s respective capital

budget combined with the budget requirements of TCRTA. While the first section of the document contains high-level summaries of the regional budget, more complete details may be found in [Appendix B](#).

	FY 2022	
FACILITIES	\$4,225,000	31.54%
BUS STOP IMPROVEMENTS	\$170,000	1.27%
TECHNOLOGY	\$477,010	3.56%
FLEET EXPANSION	\$5,724,252	42.73%
FLEET REPLACEMENT	\$2,500,000	18.66%
NON-REVENUE VEHICLES	\$299,691	2.24%
TOTAL BUDGET	\$13,395,953	



Proposed Capital Projects

Transit Facilities, Centers, and Bus Stop Improvements		
2022-01	Porterville Transit Center This project includes interior and exterior painting.	\$25,000
2022-02	South Yard (Porterville) This project includes the design of a new maintenance facility, renewable energy at the employee parking lot, security improvements, and a new fuel & gate system.	\$3,000,000
2022-03	Central Yard (County) This project includes Phase 1 of the battery-electric charging infrastructure.	\$1,200,000
2022-04	Bus Stop & Amenities This project includes new rebranded bus stop signage.	\$170,000
2022-05	Website Improvements This project will rebrand, modernize, and expand existing TCaT website and make it suitable for the regional transit agency.	\$80,000
Transit Fleet, Support Equipment, Support Vehicles		
2022-06	On-Demand Fleet (Expansion) This project includes the purchase of approximately 15 5-passenger minivans to support the expansion of On-Demand service throughout the region.	\$1,056,667
2022-07	On-Demand Fleet (Expansion) (ZEB) This project includes the purchase of approximately 18 7-passenger battery-electric shuttle vans to support the expansion of On-Demand service throughout the region.	\$4,667,585
2022-08	Central Yard Fleet (Replacement) (ZEB) This project includes the purchase of approximately 3 35-foot battery-electric buses to replace 3 buses that have reached their useful life.	\$2,500,000
2022-09	Regional Fare Collection System This project includes the purchase of validating electronic fareboxes, garage data systems, mobile routers, magnetic tickets, and smart cards. <i>Additional project funding of \$1,000,000 is programmed in the operating budget.</i>	\$237,010
2022-10	Regional 2-Way Radio System This project includes the consolidation of the existing individual 2-way radio systems into a new single regional 2-way radio system.	\$160,000
2022-11	Non-Revenue Vehicles (BEV) This project includes the purchase of approximately 4 battery-electric non-revenue support vehicles for TCRTA staff.	\$299,691

Appendix A – Detailed Operating Budget

Acct Line	Account	FY 22-23	TCRTA	Dinuba	Exeter	Farmersville	Lindsay	Porterville	Tulare	County	Woodlake
5220	Other Revenue - SCE	\$800,000								\$800,000	
5220	Other Revenue - SJVAPCD	\$400,000								\$400,000	
5220	Other Revenue - AHSC	\$1,581,585				\$1,581,585					
5054	State Funds STA	\$3,328,956		\$255,012	\$96,822	\$96,822	\$116,618	\$643,123	\$693,687	\$1,353,796	\$73,076
5054	State Funds LTF	\$3,661,302		\$255,254				\$1,968,680	\$1,086,868	\$350,500	
5054	State Funds LCTOP	\$302,580		\$19,013			\$1,000	\$94,133	\$89,625	\$98,309	\$500
5054	PTMISEA Dinuba Fare System	\$51,455		\$51,455							
5054	Grants Other (SGR/SB1 Capital)	\$929,188		\$42,003	\$15,947	\$15,919	\$19,537	\$105,926	\$114,255	\$603,566	\$12,035
5700	Federal Funds 5307 (FTA Claims)	\$7,520,719						\$5,568,642	\$1,952,077		
5700	Federal Funds 5311 Cares Act Funding	\$2,533,398		\$754,148						\$1,668,994	\$110,256
5700	Federal Funds 5311 (Operating)	\$1,258,194		\$306,591						\$896,845	\$54,758
5700	Federal funds 5339 (Dinuba)	\$243,455		\$243,455							
5700	CMAQ (STBGP)	\$3,086,000							\$3,086,000		
5700	CMAQ (Micro Transit)	\$1,471,098		\$254,542	\$167,606	\$167,606	\$248,850		\$305,133		\$327,361
5700	CMAQ (Capital)	\$1,750,000								\$1,750,000	
5835	HVIP	\$414,000								\$414,000	
5835	Advertising	\$130,000		\$2,000				\$38,000	\$40,000	\$50,000	
5835	Measure R Transit Funds	\$1,100,000		\$117,500				\$170,000	\$170,000	\$590,000	\$52,500
5835	Measure R Revenues (Other financing sources)	\$4,445		\$4,445							
5835	MR Innovation & Tech Funds	\$1,000,000	\$1,000,000								
5835	Public Transit Passenger Fares (Micro Transit)	\$130,000		\$15,000	\$10,000	\$10,000	\$10,000	\$50,000	\$25,000	\$130,000	\$10,000
5873	Public Transit Passenger Fares (Regular)	\$459,000		\$64,000			\$2,000	\$130,000	\$130,000	\$130,000	\$3,000
	Total Revenues	\$32,155,375	\$1,004,445	\$2,379,973	\$290,375	\$1,871,932	\$398,005	\$8,768,504	\$7,692,645	\$9,106,010	\$643,486
7000	Operating Supplies	\$1,160		\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145
7005	Communications (IT & Telephone)	\$63,115	\$40,000							\$23,115	
7005	Communications (Radios)	\$44,775		\$6,000				\$7,120	\$6,972	\$24,683	
7010	Insurance	\$13,000	\$13,000								
7010	Insurance (Vehicle)	\$252,133						\$252,133			
7021	Repair & Maintenance Facility	\$202,739		\$26,000				\$13,247	\$48,000	\$115,492	
7024	Maintenance-Bldg. & Improvements (TCAG)	\$50	\$50								
7036	Office Expense (supplies & svcs)	\$13,740	\$13,740								
7036	Office Furniture (4 new positions)	\$53,000	\$53,000								
7036	Office Expense (Comp Equip)	\$218,700	\$106,768							\$111,932	
7036	Office Expense (Printing & copies)	\$1,500	\$1,500								
7040	Courier / Mail	\$700	\$700								
7043	Professional and Specialized Expense	\$72,216	\$6,885					\$48,000		\$17,331	
7043	Contractual Services	\$11,325,056		\$1,374,390			\$42,753	\$3,623,150	\$3,162,387	\$2,944,656	\$177,720
7043	Contractual Services (Maintenance portion only)	\$2,452,298		\$82,014			\$2,609	\$1,200,000	\$547,675	\$600,000	\$20,000
7043	Contractual Services (Micro Transit)	\$1,526,078		\$269,542	\$177,606	\$177,606	\$258,850		\$305,113		\$337,361
7043	Transfer Agreements (Visalia)	\$350,500								\$350,500	
7059	Publications/Dues/Memberships/ Legal Notices	\$1,000	\$1,000								
7062	Rent	\$11,000	\$11,000								
7066	Salaries and Employee Benefits (TCAG Staff Support)	\$45,000	\$45,000								
7066	Salaries and Benefits TCRTA Staff	\$804,989	\$804,989								
7066	Workers' Comp Ins	\$3,306	\$3,306								
7066	Advertising (Outreach)	\$35,000		\$3,000	\$500	\$500		\$10,000	\$9,000	\$11,500	\$500
7066	Special Dept Expense (RMA, County Counsel & Porterville Staff)	\$89,367	\$5,000	\$1,000				\$45,000	\$1,000	\$37,367	
7073	Transpiration, Travel & Training	\$7,000	\$7,000								
7081	Utilities	\$172,000	\$2,000	\$40,000				\$40,000	\$40,000	\$50,000	
8345	Capital Improvement Program	\$13,395,953		\$489,043	\$78,809	\$1,660,366	\$49,228	\$3,340,926	\$3,350,255	\$4,341,776	\$85,550
8345	Innovations & Tech	\$1,000,000	\$1,000,000								
	Administration Distribution		(\$1,110,493)	\$88,839	\$33,315	\$33,315	\$44,420	\$188,783	\$222,098	\$477,513	\$22,210
	Total Expenses	\$32,155,375	\$1,004,445	\$2,379,973	\$290,375	\$1,871,932	\$398,005	\$8,768,504	\$7,692,645	\$9,106,010	\$643,486
				8%	3%	3%	4%	17%	20%	43%	2%



Appendix B – Detailed Capital Improvement Program

2022										Fund Type
		Dinuba	Exeter	Farmersville	Lindsay	Porterville	Tulare	County	Woodlake	
Transit Facilities, Centers, and Bus Stop Improvements										
Porterville Transit Center	Federal	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	FTA 5307
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Local	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	LTF
	Total	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000
South Yard	Federal	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	\$ -	\$ -	\$ -	FTA 5307
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Local	\$ -	\$ -	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ -	LTF
	Total	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000
Central Yard & Call Center	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ -	SCE
	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	SJVAPCD
	Total	\$ -	\$ -	\$ 1,200,000	\$ -	\$ 1,200,000				
Bus Stop & Amenities	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Local	\$ 20,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	LTF
	Total	\$ 20,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 170,000
Website Improvements	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Local	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	STA
	Local	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	LTF
	Total	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 80,000				

2022										Fund Type
		Dinuba	Exeter	Farmersville	Lindsay	Porterville	Tulare	County	Woodlake	
Transit Fleet/Support Equipment/Support Vehicle Replacement										
On-Demand Fleet (Expansion)	Federal	\$ 229,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	FTA 5339
	State	\$ 42,033	\$15,947	\$ 15,919	\$ 19,537	\$ 105,926	\$ 114,255	\$ 222,980	\$ 12,035	SGR/SB1
	Local	\$ -	\$52,862	\$ 52,862	\$ -	\$ -	\$ -	\$ 68,796	\$ 63,515	STA
	Local	\$ 40,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	LTF
	Total	\$ 312,033	\$ 68,809	\$ 68,781	\$ 19,537	\$ 105,926	\$ 114,255	\$ 291,776	\$ 75,550	\$ 1,056,667
On-Demand Fleet (Expansion) (ZEB)	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,732,036	\$ -	\$ -	CMAQ (STBGP)
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 353,964	\$ -	\$ -	Toll Credits
	Local	\$ -	\$ -	\$ 1,581,585	\$ -	\$ -	\$ -	\$ -	\$ -	AHSC
	Total	\$ -	\$ -	\$ 1,581,585	\$ -	\$ -	\$3,086,000	\$ -	\$ -	\$ 4,667,585
Central Yard Fleet (Replacement) (ZEB)	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,750,000	\$ -	CMAQ
	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 414,000	\$ -	HVIP
	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 336,000	\$ -	SGR/SB1 (OLD)
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000
Fare Collection System	Federal	\$ 13,955	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	State	\$ 51,455	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	PTMISEA
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ -	LCTOP
	Local	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total	\$ 67,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ -	\$ 237,010
2-Way Radio System	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	FTA 5307/11
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	STA
	Local	\$ 10,000	\$ -	\$ -	\$ -	\$ 80,000	\$ 20,000	\$ -	\$ -	LTF
	Total	\$ 10,000	\$ -	\$ -	\$ -	\$ 80,000	\$ 20,000	\$ 50,000	\$ -	\$ 160,000
Non-Revenue Vehicles (BEV)	Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ -	STA
	Local	\$ 70,000	\$ -	\$ -	\$ 19,691	\$ 70,000	\$ 70,000	\$ -	\$ -	LTF
	Total	\$ 70,000	\$ -	\$ -	\$ 19,691	\$ 70,000	\$ 70,000	\$ 70,000	\$ -	\$ 299,691
Total		\$ 489,043	\$ 78,809	\$ 1,660,366	\$ 49,228	\$ 3,340,926	\$ 3,350,255	\$ 4,341,776	\$ 85,550	\$ 13,395,953



Tulare County Regional Transit Agency

AGENDA ITEM VIII-B

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Adoption of a Resolution Approving Position Classification and Compensation for TCRTA Positions

BACKGROUND:

The Joint Powers Agreement authorizes TCRTA to own, operate, and administer the transit services for its Member Agencies. Currently, TCRTA is receiving administrative support from Member Agencies, County of Tulare, and the Tulare County Association of Governments (TCAG). The Executive Director is the sole employee of TCRTA.

DISCUSSION:

To meet the growing needs of TCRTA and in conjunction with the proposed Annual Budget, staff determined that additional administrative positions are required to own, operate, and administer the transit services for its Member Agencies.

The proposed allocation of positions and compensation for TCRTA are as follows:

- 1. Approve the hiring of a Finance Manager position.

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$45.11	\$47.36	\$49.73	\$52.22	\$54.83
Annually	\$93,824	\$98,515	\$103,441	\$108,613	\$114,044

- 2. Approve the hiring of a Transit Manager position.

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$45.11	\$47.36	\$49.73	\$52.22	\$54.83
Annually	\$93,824	\$98,515	\$103,441	\$108,613	\$114,044

- 3. Approve the hiring of a Transit Analyst – Fixed Route Operations

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$34.60	\$36.33	\$38.14	\$40.05	\$42.05
Annually	\$71,963	\$75,561	\$79,339	\$83,306	\$87,471

4. Approve the hiring of a Transit Analyst – Demand Response Operations.

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$34.60	\$36.33	\$38.14	\$40.05	\$42.05
Annually	\$71,963	\$75,561	\$79,339	\$83,306	\$87,471

5. Approve the hiring of a Transit Analyst – Grants.

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$34.60	\$36.33	\$38.14	\$40.05	\$42.05
Annually	\$71,963	\$75,561	\$79,339	\$83,306	\$87,471

6. Approve the hiring of a Transit Coordinator.

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49
Annually	\$62,422	\$65,564	\$68,843	\$72,285	\$75,899

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors:

1. Approve the draft Resolution allocation TCRTA position classification and compensation; and
2. Authorized the Executive Director to approve minor changes as necessary to implement said action.

FISCAL IMPACT:

The potential impact for FY 2022 starting at Step 1 or with Step 5 is a minimum of \$465,978 and a maximum of \$566,399, excluding benefits. The proposed positions have been included in the proposed FY 2022 Budget.

ATTACHMENT:

1. Draft Resolution
2. Job Descriptions and Compensation Details

RESOLUTION: 2022-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY
APPROVING POSITION CLASSIFICATION AND COMPENSATION
FOR TCRTA ADMINISTRATIVE POSITIONS**

WHEREAS, the Joint Powers Agreement, dated August 11, 20220, 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 Tulare County Regional Transit Agency “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 and on behalf of the Member Agencies; and

WHEREAS, TCRTA has prepared a comprehensive Fiscal Year 2022 Budget and Capital Improvement Program reflecting anticipated revenues and expenditures; and

WHEREAS, to meet the growing needs of TCRTA staff determined additional administrative positions are to administer the transit services for its Member Agencies; and

WHEREAS, it is proposed that TCRTA hire a Finance Manager in consultation with Tulare County Human Resources and Development with the following compensation:

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$45.11	\$47.36	\$49.73	\$52.22	\$54.83
Annually	\$93,824	\$98,515	\$103,441	\$108,613	\$114,044

WHEREAS, it is proposed that TCRTA hire a Transit Manager in consultation with Tulare County Human Resources and Development with the following compensation:

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$45.11	\$47.36	\$49.73	\$52.22	\$54.83
Annually	\$93,824	\$98,515	\$103,441	\$108,613	\$114,044

RESOLUTION: 2022-_____

WHEREAS, it is proposed that TCRTA hire a Transit Analyst – Fixed Route Operations in consultation with Tulare County Human Resources and Development with the following compensation:

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$34.60	\$36.33	\$38.14	\$40.05	\$42.05
Annually	\$71,963	\$75,561	\$79,339	\$83,306	\$87,471

WHEREAS, it is proposed that TCRTA hire a Transit Analyst – Demand Response Operations in consultation with Tulare County Human Resources and Development with the following compensation:

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$34.60	\$36.33	\$38.14	\$40.05	\$42.05
Annually	\$71,963	\$75,561	\$79,339	\$83,306	\$87,471

WHEREAS, it is proposed that TCRTA hire a Transit Analyst – Grants in consultation with Tulare County Human Resources and Development with the following compensation:

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$34.60	\$36.33	\$38.14	\$40.05	\$42.05
Annually	\$71,963	\$75,561	\$79,339	\$83,306	\$87,471

WHEREAS, it is proposed that TCRTA hire a Transit Coordinator in consultation with Tulare County Human Resources and Development with the following compensation:

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$30.02	\$31.52	\$33.10	\$34.75	\$36.49
Annually	\$62,422	\$65,564	\$68,843	\$72,285	\$75,899

RESOLUTION: 2022-_____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby approve the TCRTA position allocation for a Finance Manager, Transit Manager, Transit Analyst – Fixed Route Operations, Transit Analyst – Demand Response Operations, Transit Analyst – Grants, and Transit Coordinator to provide the necessary staffing to administer the transit services; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to make minor changes as necessary to implement the action.

PASSED AND ADOPTED this 22nd day of June 2022 by the **Board of Directors of the Tulare County Regional Transit Agency.**

RESOLUTION: 2022-_____

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 22nd day of June 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed_____

Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-_____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 22nd day of June 2022.

Signed_____

Richard Tree
Executive Director

TCRTA Finance Manager

Class Title

Finance Manager TCRTA - [Non-Competitive (At-will)]

Class Code

To be determined

Salary

\$93,824.00 - \$114,044.00 Annually

Definition

To plan, develop, organize, analyze, and direct a variety of specialized administrative service functions in the areas of fiscal compliance for an Agency having several subdivisions with complex financial, fiscal, and business operations. Provide highly responsible and complex financial assistance to the Executive Director in the administration of federal and state funded transit grant programs including grant applications, compliance management and mandated reporting; administers the Transit budget including preparation, purchasing, capital planning and revenue monitoring.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by an Executive Director or higher-level management position.

Responsibilities include the direct supervision of a professional, technical, and support staff. Areas may include budgeting, accounting, payables and receivables, grant processing, fee collection activities, and other work as required.

Typical Duties

Perform a wide variety of responsible managerial and administrative support duties related to federal and state transit grant funding including grant preparation, administration, ensuring compliance and mandated reporting, work closely with federal agencies as grant and reporting system applications transition to the internet.

Administer the Transit budget including planning, preparation, purchasing, capital planning and revenue monitoring; prepare a variety of financial reports.

Participate in the development and implementation of goals, objectives, policies, and priorities; recommend and implement resulting policies and procedures for transit operations as they relate to grant funding compliance and financial management.

Ensure efficient flow of federal funds using complex reconciliation techniques associated with a variety of systems processing requirement.

Develop and provide to various state and federal agencies a 5-year plan for Transit's capital and operating budget.

Coordinate and collaborate with departments, divisions, and outside agencies; serve as a liaison to transit related organizations in relation to program funding activities.

Administer Transit's Disadvantaged Business Enterprise program, ensuring compliance.

Serve as liaison for FTA-NTD Safety and Security reporting module, which includes Major Incident Reporting and Safety and Security Summary Reporting, ensuring compliance.

Manage and supervise the processing of transit purchasing activities.

Oversee and ensure payroll functions for the division are performed in compliance with policies, procedures, and labor agreements.

Develop, document, and maintain complex statistical information required for reporting to the city, county, state, and federal agencies in accordance with individual agency guidelines.

Review various personnel documents and reports and assist supervisors and managers in resolving personnel related issues.

Provide staff assistance to the Executive Director; participate on a variety of committees; prepare and present staff reports and other correspondence as appropriate and necessary.

Respond to the activation of the agency's Emergency Operations Center (EOC) by coordinating the transportation of emergency personnel, resources, equipment, and supplies; participate in coordinating the Agency's Disaster Route Priority Plan.

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of grants management and federal procurement and finance guidelines.

Essential job duties may be assigned that are not listed above but are relative to this job classification. (Reasonable accommodation will be made when requested and determined by the Agency to be appropriate under applicable law.)

Employment Standards

MINIMUM QUALIFICATIONS

Minimum qualifications are used as a guide for establishing the education, training, experience, special skills and/or license which are required and equivalent to the following.

Knowledge of:

- Federal and state transit grant programs including application, administration, and reporting requirements.
- Principles and practices of public transportation and paratransit programs.
- Principles of budgeting and financial administration, public purchasing and bidding, contract development and administration.
- Pertinent federal, state, and local laws, codes and regulations including the basic requirement of the Americans with Disabilities Act as it relates to public transit services.
- Principles of management, analysis, and organizational design necessary to analyze and recommend change.
- Principles of public and business administration, governmental functions, organization, and accounting; principles and methods of supervision.
- Fiscal and personnel management; public funding, budgetary preparation, and control.
- Current office methods, systems, procedures, forms, and equipment.
- Methods and procedures in analyzing problems and developing alternatives and solutions.
- Use of personal computers and Microsoft software programs.

Skill/Ability to:

- Work and communicate effectively with people of various education and socioeconomic backgrounds by respecting beliefs, interpersonal styles and behaviors of both clients and co-workers.
- Operate contemporary office equipment inclusive of computer, keyboard, and all applicable electronic equipment.
- Conduct complex administrative and financial studies.
- Plan, assign, and supervise the work of others.
- Analyze, monitor, plan, prepare, and present complex administrative and financial studies.
- Analyze, monitor, plan, prepare, and present a complex budget with multi revenues sources.
- Analyze data, regulations, procedures, and requirements, and develop alternative solutions to a variety of administrative problems.
- Develop and achieve program goals.
- Establish priorities and assign and supervise work to ensure timely completion of critical projects and work.
- Revise, develop, and install methods and procedures; work independently, and organize and prioritize work.
- Read, comprehend, interpret, and explain complex legal and technical documents, reports, rules, regulations, and legislation.
- Establish and maintain effective working relationships with a wide variety of individuals, groups, and organizations.

- Be flexible to changes in workload and work situations; communicate effectively with a wide variety of people of various educational and socioeconomic backgrounds, in various program areas.
- Plan, prepare and effectively present material to groups.
- Give and follow oral and written instructions.
- Write clear and concise studies, reports, and fiscal information using correct grammar.

Education:

- A Bachelor's degree in account, or a closely related field from an accredited college or university.

Experience:

- Four (4) years of experience in complex financial management of transit related programs that includes administration of grant funds and accounting responsibilities, including at least one (1) year experience in a supervisory capacity.

License or Certificate:

- Possession of, or ability to obtain, an appropriate, valid California driver's license.

Supplemental Information

Supplemental Information

Overtime Status: Exempt

Probation: None

BU: 19

TCRTA Transit Manager

Class Title

Transit Manager TCRTA – [Non-Competitive (At-Will)]

Class Code

To be determined

Salary

\$93,824.00 - \$114,044.00 Annually

Definition

Under general direction, to coordinate and manage the Tulare County Regional Transit Agency transit services; to provide supervision of staff engaged in performing varied and difficult clerical and maintenance duties; and to provide administrative assistance to the Executive Director as needed.

DISTINGUISHING CHARACTERISTICS

The TCRTA Transit Manager classification is used to oversee, coordinate, and manage one or more public transit programs or projects designed to improve the availability and service delivery to a designated population, geographic area, and other parameters. The TCRTA Transit Manager will be responsible for providing complex administrative and clerical support to the general operations, and to perform other related work as required.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by an Executive Director or higher-level management position.

Responsibilities may include providing direction to other members of the Agency, third party contractors, and on-the-job training support for staff.

Typical Duties

Develops, coordinates, and manages one or more public transit programs.

Participate in the development and implementation of goals, objectives, policies and priorities; recommend and implement resulting policies and procedures; ensure the most efficient and effective delivery of service.

Establish schedules and recommend methods for providing transit services including overseeing and reviewing timelines and schedules; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.

Direct, coordinate and review the work plan for assigned transit operations services, and activities.

Assign work activities and projects; monitor workflow; review and evaluate work products, methods and procedures; meet with Agency and contract provider staff to identify and resolve problems.

Oversee transit operations including all transit safety programs; ensure compliance with applicable federal and state laws and regulations.

Supervise and assist in the preparation of technical specifications for vehicle procurement.

Review and evaluate proposed construction projects and plans; identify impact to Transit operations; recommend and implement solutions.

Review complaints from the general public regarding transit operations; resolve problems in a timely, effective, and efficient manner; investigate transit accidents and incidents; prepare reports and maintain necessary records.

Participate in the development and administration of assigned program budget; forecast funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; recommend adjustments as necessary.

Provide assistance to the Executive Director; participate on a variety of committees and commissions; prepare and present staff reports and other correspondence as appropriate and necessary.

Coordinate operations activities with outside agencies and organizations.

Respond to the activation of the Tulare County's Emergency Operations Center (EOC) by coordinating the transportation of emergency personnel, resources, equipment, and supplies; coordinate the Agency's Disaster Plan.

Prepares and maintains certifications, assurances, and regular mandated reports for submission to State and Federal Governments.

Collects, complies, and analyzes statistics on ridership levels, fares, maintenance costs and transit productivity.

Essential job duties may be assigned that are not listed above but are relative to this job classification. (Reasonable accommodations will be made when requested and determined by the County to be appropriate under applicable law.)

Employment Standards

MINIMUM QUALIFICATIONS

Minimum qualifications are used as a guide for establishing the education, training, experience, special skills and/or license which are required and equivalent to the following.

Knowledge of:

- Federal, State, and local laws and regulations governing the operation of transit systems including Federal Transit Administration and State Transportation Development Act Techniques of planning, organizing, and coordinating transportation activities.
- Transit and transportation compliance regulations.
- Methods and techniques of transit compliance reporting.
- Principles of government budget preparation and control.
- Training requirements, methods, and techniques associated with the licensing and certification of transit operators.
- Public relation principles.
- Office procedures, methods, and equipment including computers and applicable software applications.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes and regulations including requirements of the Americans with Disabilities Act.

Skill/Ability to:

- Work and communicate effectively with people of various education and socioeconomic backgrounds by respecting beliefs, interpersonal styles and behaviors of both clients and co-workers.
- Operate contemporary office equipment inclusive of computer, keyboard, and all applicable electronic equipment.
- Successfully present promotional and outreach materials and programs to diverse audiences of varying backgrounds and languages.
- Plan, assign, supervise and coordinate the work of subordinates.
- Plan and adapt work procedures, and record keeping systems to meet changing needs.
- Perform basic arithmetical calculations.
- Understand, interpret, and apply laws, rules and written and oral directions to specific situations.
- Communicate effectively orally and in writing.

- Establish, maintain, and foster positive and harmonious working relationships with those contacted in exercising duties.
- Verbally communicate sufficiently to explain technical information to people of various socio-economic, cultural, and educational backgrounds Exercise tact and courtesy. Be sensitive to the needs of customers.
- Effectively apply principles and practices of supervision and training.
- Communicate in person and over the phone.
- Work indoors and outdoors in varying temperatures and climates.
- Frequent travel to outlying sites.
- May travel outside of the County on occasion.
- Follow safe work practices as directed and trained.
- Participate in outreach and speak to the community about the transit program.

Education:

- Possession of a high school diploma, GED, or equivalent. A Bachelor's degree is preferred.

Experience:

- Six (6) years of supervisory experience in public transportation.

Substitution:

- Experience as outlined above may be substituted for the education on a year-for-year basis.

License or Certificate:

- Possession of, or ability to obtain, an appropriate, valid California driver's license.

Supplemental Information

Supplemental Information

Overtime Status: Exempt

Probation: None

BU: 19

TCRTA Transit Analyst - Fixed Route Operations

Class Title

TCRTA Transit Analyst - Fixed Route Operations [Non-Competitive (At-Will)]

Class Code

To be determined

Salary

\$71,963.00 - \$87,471.00 Annually

Definition

Under general direction, supervises and coordinates transportation operations and activities including developing and implementing methods and procedures for efficient and effective fixed route operations; administers the TCRTA safety program; coordinates assigned activities with other divisions, departments, and outside agencies; develops, prepares and disseminates procedures, standards, directives and manuals for transportation, passenger services and performance reporting; and provides administrative support to the Transit Manager; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Transit Manager or higher-level management position.

Responsibilities may include providing direction to other members of the Agency, third party contractors, and on-the-job training support for staff.

Typical Duties

Coordinate the organization, staffing, and operational activities for fixed route operations.

Participate in the development and implementation of goals, objectives, policies, and priorities; recommend and implement resulting policies and procedures; ensure the most efficient and effective delivery of services.

Establish schedules and recommend methods for providing fixed route operations including overseeing and reviewing timelines and schedules; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.

Direct, coordinate and review the work plan for assigned transit operations services and activities; assign work activities and projects; monitor workflow; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.

Oversee fixed route operations including all transit safety programs; ensure compliance with applicable federal and state laws and regulations.

Supervise staff preparation for audits/inspections conducted by federal and state audit officials.

Oversee compliance with the State of California Department of Motor Vehicles Commercial Driver licensing and testing requirements; ensure testing complies with applicable rules, regulations, and mandates.

Supervise and assist in the preparation of technical specifications for vehicle procurement.

Review and evaluate proposed construction projects and plans; identify impact to transit operations; recommend and implement solutions.

Select, train, motivate and evaluate transit personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

Assist in managing employee and labor relations for the Transit Division; participate in the effective resolution of differences between management and labor including random investigations of Transit Coach Operator driving records; document and report Negligent Operators points recorded against drivers for violations of transit laws; maintain accurate and complete driving record files.

Review complaints from the public regarding transit operations; resolve problems in a timely, effective, and efficient manner; investigate transit accidents and incidents; prepare reports and maintain necessary records.

Participate in the development and administration of assigned program budget; forecast funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; recommend adjustments as necessary.

Provide staff assistance to the Transit Manager; participate on a variety of committees and commissions; prepare and present staff reports and other correspondence as appropriate and necessary.

Coordinate operations activities with those of other outside agencies and organizations.

Respond to the activation of the City's Emergency Operations Center (EOC) by coordinating the transportation of emergency personnel, resources, equipment, and supplies.

Attend and participate in professional group meetings.

Essential job duties may be assigned that are not listed above but are relative to this job classification. (Reasonable accommodations will be made when requested and determined by the County to be appropriate under applicable law.)

Employment Standards

MINIMUM QUALIFICATIONS

Minimum qualifications are used as a guide for establishing the education, training, experience, special skills and/or license which are required and equivalent to the following.

Knowledge of:

- Operational characteristics, services, and activities of transit operations.
- Principles and practices of public transportation operations.
- Principles and practices of program development.
- Methods and techniques of evaluation transit operations and activities.
- Methods and techniques of developing operational procedures, rules, and regulations.
- Principles of transit passenger and employee safety.
- Principles of research, analysis, and report operations.
- Principles and practices of transit revenue operations.
- Principles of supervision, training, and performance evaluation.
- Related Federal, State, and local laws, codes, and regulations.

Skill/Ability to:

- Operate all equipment used in transit operations
- Maintain operational compliance with local, state, and federal transit regulations and laws
- Supervise, direct, and coordinate the work of lower-level staff
- Select, supervise, train, and evaluate staff
- Develop, implement, and modify operations safety programs
- Conduct random investigations of operational incidents
- Interpret and explain policies and procedures
- Prepare clear and concise reports
- Read and interpret blueprints and plans
- Prepare applications for federal grants
- Operate office equipment including computers and supporting software applications
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work

Education:

- Possession of a high school diploma, GED, or equivalent. A Bachelor's degree is preferred.

Experience:

- Four (4) years of experience in public transportation operations.

Substitution:

- Experience as outlined above may be substituted for the education on a year-for-year basis.

License or Certificate:

- Possession of, or ability to obtain, an appropriate, valid California driver's license.

Supplemental Information

Supplemental Information

Overtime Status: Exempt

Probation: None

BU: 19

TCRTA Transit Analyst – Demand Response Operations

Class Title

TCRTA Transit Analyst – Demand Response Operations [Non-Competitive (At-Will)]

Class Code

To be determined

Salary

\$71,963.00 - \$87,471.00 Annually

Definition

Under general direction, supervises and coordinates transportation operations and activities including developing and implementing methods and procedures for efficient and effective demand response operations; administers the TCRTA safety program; coordinates assigned activities with other divisions, departments, and outside agencies; develops, prepares and disseminates procedures, standards, directives and manuals for transportation, passenger services and performance reporting; and provides administrative support to the Transit Manager; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Transit Manager or higher-level management position.

Responsibilities may include providing direction to other members of the Agency, third party contractors, and on-the-job training support for staff.

Typical Duties

Coordinate the organization, staffing, and operational activities for demand response operations.

Participate in the development and implementation of goals, objectives, policies, and priorities; recommend and implement resulting policies and procedures; ensure the most efficient and effective delivery of services.

Establish schedules and recommend methods for providing demand response operations including overseeing and reviewing timelines and schedules; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.

Direct, coordinate and review the work plan for assigned transit operations services and activities; assign work activities and projects; monitor workflow; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.

Oversee demand response operations including all transit safety programs; ensure compliance with applicable federal and state laws and regulations.

Supervise staff preparation for audits/inspections conducted by federal and state audit officials.

Oversee compliance with the State of California Department of Motor Vehicles Commercial Driver licensing and testing requirements; ensure testing complies with applicable rules, regulations, and mandates.

Supervise and assist in the preparation of technical specifications for vehicle procurement.

Review and evaluate proposed construction projects and plans; identify impact to transit operations; recommend and implement solutions.

Select, train, motivate and evaluate transit personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

Assist in managing employee and labor relations for the Transit Division; participate in the effective resolution of differences between management and labor including random investigations of Transit Coach Operator driving records; document and report Negligent Operators points recorded against drivers for violations of transit laws; maintain accurate and complete driving record files.

Review complaints from the public regarding transit operations; resolve problems in a timely, effective, and efficient manner; investigate transit accidents and incidents; prepare reports and maintain necessary records.

Participate in the development and administration of assigned program budget; forecast funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; recommend adjustments as necessary.

Provide staff assistance to the Transit Manager; participate on a variety of committees and commissions; prepare and present staff reports and other correspondence as appropriate and necessary.

Coordinate operations activities with those of other outside agencies and organizations.

Respond to the activation of the City's Emergency Operations Center (EOC) by coordinating the transportation of emergency personnel, resources, equipment, and supplies.

Attend and participate in professional group meetings.

Essential job duties may be assigned that are not listed above but are relative to this job classification. (Reasonable accommodations will be made when requested and determined by the County to be appropriate under applicable law.)

Employment Standards

MINIMUM QUALIFICATIONS

Minimum qualifications are used as a guide for establishing the education, training, experience, special skills and/or license which are required and equivalent to the following.

Knowledge of:

- Operational characteristics, services, and activities of transit operations.
- Principles and practices of public transportation operations.
- Principles and practices of program development.
- Methods and techniques of evaluation transit operations and activities.
- Methods and techniques of developing operational procedures, rules, and regulations.
- Principles of transit passenger and employee safety.
- Principles of research, analysis, and report operations.
- Principles and practices of transit revenue operations.
- Principles of supervision, training, and performance evaluation.
- Related Federal, State, and local laws, codes, and regulations.

Skill/Ability to:

- Operate all equipment used in transit operations
- Maintain operational compliance with local, state, and federal transit regulations and laws
- Supervise, direct, and coordinate the work of lower-level staff
- Select, supervise, train, and evaluate staff
- Develop, implement, and modify operations safety programs
- Conduct random investigations of operational incidents
- Interpret and explain policies and procedures
- Prepare clear and concise reports
- Read and interpret blueprints and plans
- Prepare applications for federal grants
- Operate office equipment including computers and supporting software applications
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work

Education:

- Possession of a high school diploma, GED, or equivalent. A Bachelor's degree is preferred.

Experience:

- Four (4) years of experience in public transportation operations.

Substitution:

- Experience as outlined above may be substituted for the education on a year-for-year basis.

License or Certificate:

- Possession of, or ability to obtain, an appropriate, valid California driver's license.

Supplemental Information

Supplemental Information

Overtime Status: Exempt

Probation: None

BU: 19

TCRTA Transit Analyst - Grants

Class Title

TCRTA Transit Analyst - Grants [Non-Competitive (At-Will)]

Class Code

To be determined

Salary

\$71,963.00 - \$87,471.00 Annually

Definition

Under general direction, to apply for, coordinate, and monitor the Tulare County Regional Transit Agency's local, state, and federal grants; and to provide administrative assistance to the Finance Director; to perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Transit Grants Analyst classification is utilized to perform a variety of technical and professional duties related to researching, applying for, coordinating, implementing and monitoring large grants related to the operation of services for the Tulare County Regional Transit Agency; develop and monitor grant budgets; assist in the submission of grant claim reimbursements; and to assist with other professional administrative tasks related to the operations of the Agency.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by Finance Director and Finance Manager. Responsibilities may include providing direction to other members of the Agency; and May provide on-the-job training and support for staff.

Typical Duties

Research grants and assess compliance requirements and feasibility of grant.

Develop and present recommendations for grant information, grant applications, grant processes and the submission of grant amendments as necessary.

Acts as agency's liaison to federal, state, and local planning, programming, and funding agencies.

Develop, monitor, and maintain grant budgets consistent with grant requirements.

Prepare Board of Director communication requesting authorization to apply for grants and for approval of grant agreement.

Maintain grant project management plans and monitor grant award milestones; meet with staff to review project status to grant milestones, ensuring terms, conditions and regulatory requirements are being adhered to.

Participate in the establishment and maintenance of a comprehensive fiscal processes for grant compliance and reimbursement; verify compliance of financial documents for completeness, accuracy, and conformance with uniform accounting requirements and with grant regulations.

Review general ledger reports to verify source of expenses; and review grant eligible expenses to grant award terms.

In coordination with Finance Manager, create grant claim invoices; submit financial and performance reports to grant agencies, consistent with compliance requirements.

Maintain policies and procedures related to grant application, implementation, and compliance activities.

Ensure effective communication with staff to facilitate and ensure adherence to policies, procedures and grant compliance requirements.

Prepare reports, corrective actions, and other records in accordance with federal, state, and local regulations.

Assist with a variety of audits, providing supporting documentation and technical assistance. Analyze audit reports and provide input to ensure implementation of corrective action.

Monitors and identifies capacity, performance, and security related issues with the Agency's ITS systems to ensure continued, uninterrupted operation of ITS systems.

Essential job duties may be assigned that are not listed above but are relative to this job classification. (Reasonable accommodations will be made when requested and determined by the County to be appropriate under applicable law.)

Employment Standards

MINIMUM QUALIFICATIONS

Minimum qualifications are used as a guide for establishing the education, training, experience, special skills and/or license which are required and equivalent to the following.

Knowledge of:

- Grant funding requirements, administrative requirements and cost principles related to Federal Uniform Guidance and State Transportation Development Act guidelines.
- Financial and reporting procedures as they relate to grant management.
- Principles and practices of budget preparation, analysis, and administration.
- Pertinent local, State and Federal laws, ordinances, and rules.
- Modern office equipment and computers including word processing, desktop, spreadsheet, and database applications.
- Techniques and principles of effective interpersonal communication.
- Principles and procedures of financial record keeping and reporting

Skill/Ability to:

- Analyze documents reports, and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.
- Analyze highly technical problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Read, interpret, explain, and apply laws, rules, regulations, policies, and procedures.
- Research and analyze program administration problems; make sound policy and procedural recommendations.
- Prepare and administer grants.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with co-workers and peers.
- Exercise sound judgment throughout the course of performing work duties, especially when handling sensitive information or interacting with difficult clients.
- Maintain confidentiality of all business information and materials.
- Use patience, tact, and courtesy in dealing with the community, and co-workers.
- Prepare reports and compile statistical data.
- Operate standard office equipment including computers, copiers, and printer

Education:

- Possession of a high school diploma, GED, or equivalent. A Bachelor's degree is preferred.

Experience:

- Four (4) years of experience in transit grant development and administration.

Substitution:

- Experience as outlined above may be substituted for the education on a year-for-year basis.

License or Certificate:

- Possession of, or ability to obtain, an appropriate, valid California driver's license.

Supplemental Information

Supplemental Information

Overtime Status: Exempt

Probation: None

BU: 19

TCRTA Transit Coordinator

Class Title

TCRTA Transit Coordinator [Non-Competitive (At-Will)]

Class Code

To be determined

Salary

\$62,442.00 - \$75,899.00 Annually

Definition

Under general direction, to coordinate and manage the Tulare County Regional Transit Agency Civil Rights, ADA, DBE, and regulatory program compliance; ensure alignment between ADA related work and the Agency's comprehensive ADA compliance strategy; to provide administrative assistance to the Executive Director; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

The Transit Coordinator classification is utilized to oversee, coordinate and manage one or more public transit programs or projects designed to improve the availability and service delivery to a designated population, geographic area and/or other parameter. In addition, the incumbent is used by Tulare County Regional Transit Agency to provide responsible, complex administrative and clerical support to the general operations.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by Transit Manager. Responsibilities may include providing direction to other members of the Agency; and May provide on-the-job training and support for staff.

Typical Duties

Serves as the DEBLO and is responsible for implementing and monitoring the DBE program, in coordination with other appropriate officials.

Ensures Title VI/Nondiscrimination and LEP compliance in accordance with the Agency's federally funded transportation activities.

Responsible for implementing and monitoring the Americans with Disabilities Act (ADA) paratransit program.

Manages administrative process for the Americans with Disabilities (ADA) paratransit application process from initial report of application through approval.

Collects and tabulates data and performs data entry for the various transit-reporting systems (i.e., NTD, DBE, FTA, Caltrans, etc.).

Assists with updates to federally required plans such as Civil Rights Title VI, DBE, Asset Management, Procurement, etc.

Develops promotional and public information campaigns to disseminate information about programs to targeted audiences.

Conduct outreach presentations, as well as presentations to employers, civic groups, public and private agencies, and others.

Assists with federal/state triennial review audits.

Reviews and tabulates data from transit service providers.

Coordinates program, including assessment and evaluation of the program or project, completing reports and data management.

Essential job duties may be assigned that are not listed above but are relative to this job classification. (Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.)

Employment Standards

MINIMUM QUALIFICATIONS

Minimum qualifications are used as a guide for establishing the education, training, experience, special skills and/or license which are required and equivalent to the following.

Knowledge of:

- Grant funding requirements, administrative requirements and cost principles related to Federal Uniform Guidance and State Transportation Development Act guidelines.
- Financial and reporting procedures as they relate to grant management.
- Principles and practices of budget preparation, analysis, and administration.
- Pertinent local, State and Federal laws, ordinances, and rules.
- Modern office equipment and computers including word processing, desktop, spreadsheet, and database applications.
- Techniques and principles of effective interpersonal communication.
- Principles and procedures of financial record keeping and reporting

Skill/Ability to:

- Analyze documents reports, and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

- Analyze highly technical problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Read, interpret, explain, and apply laws, rules, regulations, policies, and procedures.
- Research and analyze program administration problems; make sound policy and procedural recommendations.
- Prepare and administer grants.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with co-workers and peers.
- Exercise sound judgment throughout the course of performing work duties, especially when handling sensitive information or interacting with difficult clients.
- Maintain confidentiality of all business information and materials.
- Use patience, tact, and courtesy in dealing with the community, and co-workers.
- Prepare reports and compile statistical data.
- Operate standard office equipment including computers, copiers, and printer

Education:

- Possession of a high school diploma, GED, or equivalent. A Bachelor's degree is preferred.

Experience:

- Two (2) years of experience in public transportation operations.

Substitution:

- Experience as outlined above may be substituted for the education on a year-for-year basis.

License or Certificate:

- Possession of, or ability to obtain, an appropriate, valid California driver's license.

Supplemental Information

Supplemental Information

Overtime Status: Exempt

Probation: None

BU: 19

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-C

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Adoption of a Resolution Approving the Memorandum of Understanding (MOU) between the County of Tulare and TCRTA for Public Transportation Services

BACKGROUND:

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

DISCUSSION:

In accordance with the Joint Powers Agreement and in collaboration with the County of Tulare, staff has drafted the attached Memorandum of Understanding (MOU) for Public Transportation Services. The draft MOU stipulates that the County 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.

The MOU outlines the following responsibilities:

1. TCRTA assumes full responsibility to administer Public Transportation Services on behalf of the County of Tulare;
2. County of Tulare will lease, per the terms of the Transit Facility Lease Agreement, to TCRTA the use of the County's Transit Operations and Maintenance Facility (TOMF or Central Yard) (Appendix B);
3. County of Tulare will lease, per the terms of the Bus and Vehicles Lease Agreement, to TCRTA the use of the County's transit vehicles until the vehicle title's have been transferred to TCRTA (Appendix C);
4. County of Tulare will transfer to TCRTA the listed assets (Appendix D);
5. County of Tulare will transfer rider facilities assets to TCRTA (Appendix E);
6. County of Tulare will transfer transit parts, furniture, and tools to TCRTA (Appendix F);

7. County of Tulare will provide TCRTA various services including, but not limited to, landscape maintenance, general facility maintenance, and administrative support, as needed, and TCRTA will reimburse County of Tulare.

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

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors:

1. Adopt the draft Resolution approving the Memorandum of Understanding between the County of Tulare and TCRTA for Public Transportation Services; and
2. Authorized the Executive Director and County Counsel to negotiate and approve technical changes as needed.

FISCAL IMPACT:

The estimated operating and capital expenses to assume the Public Transportation Services for the County of Tulare for FY 2022 is \$9,106,010.

ATTACHMENT:

1. Draft Resolution
2. Draft Memorandum of Understanding

RESOLUTION: 2022-_____

**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 COUNTY 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 County 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 County of Tulare in accordance with the Memorandum of Understanding (MOU); and

WHEREAS, the Memorandum of Understanding between the TCRTA and the County of Tulare was 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 County of Tulare of those matters in which it finds itself in agreement with the administration and operation of the Tulare County Area Transit System, which it recommends that the Board of Directors implement in an appropriate manner;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby accepts and approves the Memorandum of Understanding between the County of Tulare and TCRTA for Public Transportation Services attached hereto as Exhibit 1, effective July 1, 2022; and

BE IT FURTHER RESOLVED that the Executive Director and County Counsel is authorized to make minor changes as necessary to implement the action.

PASSED AND ADOPTED this 22nd day of June 2022 by the **Board of Directors of the Tulare County Regional Transit Agency**.

RESOLUTION: 2022-_____

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 22nd day of June 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-_____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 22nd day of June 2022.

Signed _____
Richard Tree
Executive Director

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this ____ day of _____, 2022 and made between the **COUNTY OF TULARE (“COUNTY”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. County 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 County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency” and collectively the “Parties” or “Member Agencies”) 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 and on behalf of the Member Agencies; and

WHEREAS, Member Agencies will coordinate their resources in order to maximize accessibility and availability of transportation services; 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, County 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 County in accordance with this MOU and applicable law;

NOW, THEREFORE, County and TCRTA agree as follows:

STIPULATIONS

I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY THE COUNTY

- A. For the project (Project) covered by this MOU, County hereby assigns as of July 1, 2022, and TCRTA hereby assumes as of July 1, 2022, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer County's 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 Transit Facility Lease Agreement identified in **Appendix B**; and
 - c. Activities listed in the Bus and Vehicles Lease Agreement identified in **Appendix C**.
- C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to County and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of County 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 County.

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, County no longer will be responsible for audits or reporting related to public transportation services described in Stipulation I (B).

C. To the extent that County has current or ongoing obligations under state or federal grant agreements or otherwise, County will seek approval from the relevant agency to assign those obligations to TCRTA or will continue to provide those obligations itself.

III. TRANSFER OF ASSETS – FEDERAL INTERESTS

Assets transferring from County 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.

IV. TRANSFER OF ASSETS – BUSES AND VEHICLES

County shall transfer ownership of County buses and vehicles in accordance with Paragraph III above and in accordance with any grant restrictions or other obligations related to said assets. County’s buses and vehicles are identified in **Appendix D**.

At the time of this agreement, County is working to purchase buses through the 5339 Grant Program. County shall, as permitted by Section III, transfer the new buses to TCRTA upon receipt.

Until such time as the transfer of the buses and vehicles is complete, County shall lease to TCRTA all vehicles in accordance with the terms specified in **Appendix C**.

V. TRANSFER OF ASSETS – RIDER FACILITIES

County owns signs, signposts, benches and shelters at its bus stops (the “Rider Facilities”) throughout County as indicated in **Appendix E**. County hereby assigns the Rider Facilities to TCRTA. Further, County hereby grants to TCRTA a non-transferable encroachment permit for the Rider Facilities located within County right-of-way or located on County owned or leased real property. Further, County hereby assigns or otherwise transfers to TCRTA any easements, leases, licenses, or other interests in real property for all other Rider Facilities except as may otherwise be prohibited. Where assignment, transfer, or conveyance is prohibited, TCRTA shall seek an easement, license, encroachment permit, or other permission for said Rider Facilities.

VI. TRANSFER OF ASSETS – PARTS, FURNITURE AND TOOLS

County owns various parts, furniture, and tools related to the administration of County’s transit system, including that which is located at the Transit Operations and Maintenance Facility. County shall transfer to TCRTA ownership of the parts, furniture, and tools listed in **Appendix F**.

VII. ANNUAL REPORT

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

TCRTA will provide answers and additional data, as reasonably necessary in response to questions from County 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 financials 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 held in accordance with a duly approved Reserve Policy and any funds exceeding the surplus policy shall be returned.
8. 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 reserves 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, reserves, 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 1st every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section VIII 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.

VIII. WORKING GROUP

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

- County 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.

The Working Group will convene annually by June 1st to provide an estimated budget to the County and a projection of the use of funds.

IX. 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 (In accordance with the established Ratio as determined by the Tulare County Association of Governments acting as the Metropolitan Planning Organization)
- 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 may 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 (e.g. ridership and vehicle service miles) 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.

X. FEDERAL AND STATE REPORTING

TCRTA shall be responsible for collecting and reporting specific data to meet federal and state reporting requirements. Operational data will 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, Disadvantaged Business Enterprise (DBE), and other relevant transit regulations.

XI. 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.

XII. 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.

XIII. TERM

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

XIV. MOU AMENDMENTS

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

XV. MOU TERMINATION

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

Upon termination of the MOU, Parties shall negotiate the transfer of assets from TCRTA to County, including those assets transferred by this Agreement or reasonable replacements therefore.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. WARRANTY OF AUTHORITY

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

XX. 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.

XXI. 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.

XXII. INDEMNIFICATION

TCRTA hereby agrees to indemnify and hold County 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 TCRTA arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

County 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 County.

XXIII. 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:

Tulare County Resource Management Agency

Director

5961 S Mooney Blvd.

Visalia, CA 93277

Tulare County Regional Transit Agency

Executive Director

210 N. Church St., Suite B

Visalia, CA 93291

XXIV. ADMINISTRATIVE SUPPORT

County agrees to provide personnel, materials, forms, transportation, and provide facilities within the RMA facilities presently maintained by County to assist TCRTA, under the direction of the TCRTA Executive Director, with planning, environmental review, engineering services, and construction and maintenance services. and other and further purposes as may be necessary.

TCRTA agrees to provide personnel, materials, forms, transportation, and provide facilities within the TCRTA facilities to assist County, under the direction of the RMA Director, with transit grant administration, transit planning, and such other and further purposes as may be necessary.

All work to be performed under this section shall be done by mutual agreement between the TCRTA Executive Director and the RMA Director.

TCRTA and County agree to reimburse the other Party for work done by the other Party for salaries including overhead and fringe benefits, materials, and expenses. Overhead for staff shall be reimbursed subject to an approved Indirect Cost Allocation Plan as approved by the Independent Office of Audits and Investigations (IOAI) from the Caltrans Inspector General or as determined through another method and agreed to by both parties.

XXV. MAINTENANCE OF TRANSIT OPERATIONS AND MAINTENANCE FACILITY BUILDING

The County shall provide building maintenance and related services for the Transit Operations and Maintenance Facility for TCRTA. The County shall bill TCRTA for same services on a monthly basis.

XXVI. EMERGENCY PLANNING AND RESPONSE

TCRTA agrees to work with County on the provision of transit services as necessary in emergency planning and response. Emergency Response may include, but is not limited to, facilitating evacuations with buses and drivers, providing logistical support for evacuees or response operations, providing transportation for damage assessments (known as “windshield surveys”), and other activities to support emergency response. Further, TCRTA agrees to participate in relevant emergency planning and training exercises by County.

Emergency Response services provided for declared emergencies may be reimbursed at a rate to be determined by mutual agreement between the parties. Some reimbursement will be contingent upon proper documentation of time, equipment and material use by TCRTA, in accordance with Federal, State and or/other grantor guidelines.

TCRTA and County may also enter into one or more additional future agreements to further effect this section.

XXVII. LOOP BUS

Tulare County, through its Step Up Program, provides transportation to at risk youth, known as the Loop Bus. TCRTA shall provide drivers and buses for use on the Loop Bus program for scheduled trips in accordance with the Loop Bus Policy (Tulare County Resolution # 2018-0441 as amended). County and TCRTA shall prepare an annual budget for the Loop Bus in accordance with County's Measure R Expenditure Plan, funds from which shall be used to reimburse TCRTA for this service.

XXVIII. COUNTERPART SIGNATURES

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

COUNTY OF TULARE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Director

Chair

Date

Date

ATTEST:

ATTEST:

By: _____
Clerk

By: _____
Executive Director

Approved as to Form:

Approved as to Form:

By: _____
County Counsel

By: _____
County Counsel

Appendix C

TULARE COUNTY REGIONAL TRANSIT AGENCY JOINT POWERS AGREEMENT

The Joint Powers Agreement ("Agreement"), dated this 11th day of August, 2020, by and among the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a "Party" or "Member Agency" and together, the "Parties" or "Member Agencies" to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

Article I General Provisions

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called "Tulare County Regional Transit Agency" or "Transit Agency," with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be "Tulare County Regional Transit Agency." Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency's Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.
- b. To acquire, hold, and dispose of real and personal property.
- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.

Appendix C

- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

Appendix C

The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
- b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

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Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

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- n. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency’s existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that

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such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

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Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, "Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

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Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

Article III Financial and Service Level Provisions

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

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- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

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Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not required for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

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Article IV Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

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In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.
 - (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.

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- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
- d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
- e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt,

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liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the original

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- notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.
- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant

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fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

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All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

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Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF TULARE

By [Signature]
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Officer/Clerk of the Board of Supervisors

By [Signature]

Approved as to Form:

COUNTY COUNSEL

By [Signature]
Deputy (Matter No. 20192039)

CITY OF TULARE

By [Signature]
Mayor

Attest:

By [Signature]
Tulare City Clerk

Approved as to Form:

By [Signature]
Tulare City Attorney

CITY OF EXETER

By [Signature]
Mayor

Attest:

By [Signature]
Exeter City Clerk

Approved as to Form:

By [Signature]
Exeter City Attorney

CITY OF FARMERSVILLE

By [Signature]
Mayor

Attest:

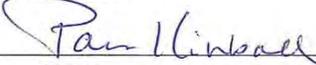
By [Signature]
Farmersville City Clerk

Approved as to Form:

By [Signature]
Farmersville City Attorney

Appendix C

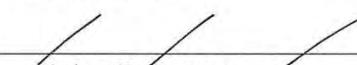
CITY OF LINDSAY

By 
Mayor

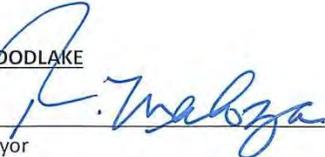
Attest:

By 
Lindsay City Clerk

Approved as to Form:

By 
Lindsay City Attorney

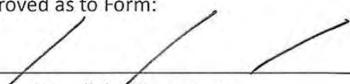
CITY OF WOODLAKE

By 
Mayor

Attest:

By 
Woodlake City Clerk

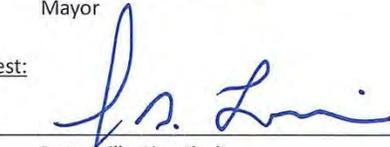
Approved as to Form:

By 
Woodlake City Attorney

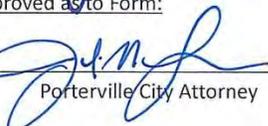
CITY OF PORTERVILLE

By 
Mayor

Attest:

By 
Porterville City Clerk

Approved as to Form:

By 
Porterville City Attorney

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ADDENDUM SEPTEMBER 21, 2020

CITY OF LINDSAY

By _____
Mayor

Attest:

By _____
Lindsay City Clerk

Approved as to Form:

By _____
Lindsay City Attorney

CITY OF PORTERVILLE

By _____
Mayor

Attest:

By _____
Porterville City Clerk

Approved as to Form:

By _____
Porterville City Attorney

CITY OF WOODLAKE

By _____
Mayor

Attest:

By _____
Woodlake City Clerk

Approved as to Form:

By _____
Woodlake City Attorney

CITY OF DINUBA

By _____
Mayor

Date 10/01/2020

Attest:

By Linda Barkley
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

Appendix C

TRANSIT FACILITY LEASE AGREEMENT BETWEEN THE COUNTY OF TULARE, TULARE COUNTY REGIONAL TRANSIT AGENCY, AND TRANSDEV SERVICES, INC

THIS TRANSIT FACILITY LEASE AGREEMENT (“LEASE”) is effective as of July 1, 2022, by and between the **COUNTY OF TULARE** referred to as County, and **TULARE COUNTY REGIONAL TRANSIT AGENCY**, hereinafter referred to as TCRTA, and **TRANSDEV SERVICES, INC.**, hereinafter “third-party contractor” (collectively, the “parties”).

RECITALS

- A. This lease is effected by virtue of County’s public transportation services Memorandum of Understanding (MOU) between TCRTA; and
- B. County will retain continuing control of transit facility but authorizes TCRTA to use it according to the terms and conditions set forth in this Lease and in accordance with the terms of the MOU; and
- C. TCRTA will either select a third-party contractor(s), or already has an agreement with a third-party contractor(s), to use the Transit Operations and Maintenance Facility located at 25430 Road 140, Visalia, CA 93292 (TOMF); and
- D. County used grant funds from state and federal sources towards the construction of the TOMF, including the CNG fueling facility located at the TOMF, which may have continuing funding obligations; and
- E. TCRTA and/or its third-party contractor(s) agrees to operate the transit facility in accordance with this Lease and accepts responsibilities associated with that operation via this Lease Agreement; and
- F. TCRTA agrees that a default under this Lease is a default under the Agreement with County and vice versa.

I. CONDITIONS

This Agreement is one of leasing only, and TCRTA shall not acquire any right, title or interest to the transit facility leased other than that of TCRTA. TCRTA acknowledges that the County owns (subject to any federal or state interest or other conditions of grant funding) the transit facility subject to this Agreement. Nothing herein shall affect County’s absolute ownership of any title or interest to said facility.

TCRTA shall lease and its third-party contractor agrees to operate the transit facility in accordance with the service characteristics described in the TCRTA’s operating assistance grant agreement with the FTA or CALTRANS.

Approval from the grant funders may be required for incidental use of the leased transit facility, and any such use must be compatible with the original purposes of the grant. The incidental use

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must not in any way interfere with the County's continuing control over the use of the transit facility or the TCRTA's continued ability to carry out public transportation services.

TCRTA will comply with the terms, conditions and obligations included in the grant agreement executed between the County and the FTA or CALTRANS so as not to impair the County's relationship with the FTA or CALTRANS, nor cause County to be in default of any agreement with the FTA or CALTRANS. Any breach of this Agreement shall be considered a default by TCRTA.

TCRTA and its third-party contractor agrees that it will not use or permit the use of the leased transit facility in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the transit facility, or permit the transit facility to become subject to any lien, charge or encumbrance which may affect the County's title to the transit facility.

TCRTA shall not mortgage, pledge, sell, or otherwise encumber or dispose of the transit facility provided under the terms and conditions of this Agreement.

Parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

TCRTA agrees to review and comply with the annual FTA Certification and Assurances signed by TCRTA, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Parties agree to abide by the relevant rules and regulations provided by the FTA or CALTRANS, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the transit facility is operated under the terms and conditions of this Agreement.

II. REPRESENTATION AND WARRANTIES

In consideration of the County entering into this Agreement, TCRTA represents and warrants:

- A. TCRTA is in good standing under the laws of the State of California and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. TCRTA and its third-party contractor has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency, which authorize or empower the services to be performed by TCRTA.

III. OWNERSHIP

The County will maintain ownership of the transit facility obtained through the grant program. The County shall have full authority to exercise its responsibilities as owner of the transit facility provided under the terms and conditions of this lease.

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IV. INSURANCE

The Parties agree that insurance levels, categories and premium payments for the transit facility shall be the responsibility of TCRTA or its third-party contractor.

Insurance shall include such coverage as required by any relevant funding requirements, and shall meet the requirements of applicable local, state and federal laws. Additional policy requirements and cover levels may be determined and, from time to time, updated by Tulare County Risk Management in accordance with industry standards.

TCRTA shall bear all risks of damage or loss of the transit facility, or any portion of damage or loss not covered by insurance.

V. FACILITY MAINTENANCE

The Parties agree that the County shall provide, at TCRTA's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

- A. The structural parts of the building and other improvements in which the Premises are located;
- B. Electrical, plumbing, and sewage systems;
- C. Heating, ventilating, and air-conditioning systems;
- D. Parking lots.

The County will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the tenancy, at TCRTA's expense, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire covered by the County and TCRTA's shared vendor.

TCRTA shall reimburse County for all maintenance costs on a monthly basis.

TCRTA shall be responsible for landscaping at the TOMF.

VI. ENTRY ON PREMISES

The County and its authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to TCRTA.

VII. LEASE TERM

This lease shall continue in effect until cancelled by either party in accordance with the Agreement.

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VIII. LEASE FEE

The lease fee shall be annually determined by the Working Group as defined in the MOU based on a reasonable fee for a ground lease for a parcel of similar size and quality.

IX. FEDERAL REQUIREMENTS

The Parties recognize that many federal requirements apply to real property procurements utilizing federal funds. Certain of those federal requirements will remain the responsibility of County throughout the term of the lease of transit facility to TCRTA. Other requirements will flow through to TCRTA and its third-party contractor. The following generally summarizes those requirements and the parties responsible for compliance with them.

A. Satisfactory Continuing Control

The County shall at all times maintain control over real property, facilities, and equipment and ensure that they are used for the purpose it was acquired as long as needed, whether or not the program project continues to be supported by federal funds (FTA Circular 5010.1E). COUNTY exercises continuing control demonstrated by County oversight of TCRTA and its use of the federally funded property which is described in the provisions of the Agreement and this lease.

B. Drug and Alcohol Testing

TCRTA and its third-party contractor agrees to provide drug and alcohol testing of all its employees as required under Federal law. TCRTA and its third-party contractor are subject FTA's drug and alcohol testing rules encompassed in 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

C. Records

The County and TCRTA shall maintain full and accurate copies of records of costs expended with regard to all matters covered by this Lease. All such material and data shall be retained for five years from the date of the Vehicle's disposition, replacement or transfer at FTA's direction. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records must be maintained for the longer of three years after completion of the action and resolution of all issues that arise from it or the time remaining in the original retention period.

X. INDEMNIFICATION

TCRTA hereby agrees to indemnify and hold County 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

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the negligence or willful misconduct of TCRTA arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

County 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 County.

XI. FURTHER ASSURANCES

The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be necessary required in order to carry out the provisions of this Lease and the intentions of the parties.

XII. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

XIII. UTILITIES

Utility costs and charges related to the use of the TOMF shall be the responsibility of TCRTA. TCRTA shall reimburse the County for costs related to utility services provided by the County, including stormwater, water, and wastewater. Charges for the use of these facilities shall be split between TCRTA and other users in a reasonable manner as uniformly applied to all users.

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XIV. CONTERPART SIGNATURES

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

COUNTY OF TULARE

RMA Director

Approved as to Form:

By: _____
County Counsel

TULARE COUNTY REGIONAL TRANSIT AGENCY

Executive Director

Approved as to Form:

By: _____
County Counsel

TRANSDEV SERVICES, INC.

By: _____
Title:

APPENDIX D – COUNTY BUSES AND VEHICLES

Agency	Vehicle Condition	Current Mileage	Int'l Mileage	Organization	VIN	License Plate	Identif.	Total Cost	Vehicle Year	Vehicle Manufacturer	Model	Vehicle CH	Fuel Type	GVW	Height	Seating Cap.	Chair	Compting	Vehicle Status
7105	Adequate	283275	9/28/2021	County of Tulare	1FDGFSV98EBE82238	1356109	No	\$ 3,200	2012	Ford Motor Corporation	416 Ford F-550	GA - Gasoline	15900	30	14	2	Lift	No	Active
7106	Adequate	360432	2/16/2022	County of Tulare	1FDGFSV1628E82243	1356110	No	\$ 3,200	2012	Ford Motor Corporation	416 Ford F-550	GA - Gasoline	15900	30	14	2	Lift	No	Active
7109	Poor	846248	2/16/2022	County of Tulare	16865V1G38F405146	1322260	No	\$ -	2009	Eldorado National	416 Ford F-550	GA - Gasoline	15900	30	14	2	Lift	No	Active
7116	Poor	778972	2/16/2022	County of Tulare	16865V1G38F406664	1317482	Yes	\$ 178,118	2008	Eldorado National	408 Ford F-550	CN - Compressed Natural Gas	26000	30	14	2	Lift	No	Active
7120	Poor	838238	2/16/2022	County of Tulare	16865V1G39F406607	1293777	No	\$ 161,965	2009	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	No	Active
7122	Poor	722859	2/16/2022	County of Tulare	16865V1G39F405734	1293296	No	\$ 161,965	2009	meral Motors Corporation	370 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7123	Poor	767192	2/16/2022	County of Tulare	16865V1G79F406864	1293315	No	\$ 162,312	2009	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	No	Active
7124	Poor	824064	2/16/2022	County of Tulare	16865V1G79F406864	1293317	No	\$ 162,312	2009	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	No	Active
7125	Poor	315106	2/16/2022	County of Tulare	16865V1G28F410313	1332630	No	\$ 162,312	2008	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7126	Poor	291799	2/16/2022	County of Tulare	16865V1G38F405932	1255181	No	\$ 162,312	2008	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7129	Good	307482	2/16/2022	County of Tulare	1FDXEHF58B086558	1371474	Yes	\$ 109,442	2011	Glaval Bus	420 Ford E-451	CN - Compressed Natural Gas	26000	30	15	2	Lift	No	Active
7131	Good	323758	2/16/2022	County of Tulare	1FDXEHF58B086559	1379410	Yes	\$ 109,442	2011	Glaval Bus	420 Ford E-451	CN - Compressed Natural Gas	26000	14	7	2	Lift	No	Active
7133	Poor	500968	2/16/2022	County of Tulare	1FDAF5V96CED19434	1397180	No	\$ 153,872	2013	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Ramp	Yes	Active
7134	Poor	554608	2/16/2022	County of Tulare	1FDAF5V96CED00579	1397177	No	\$ 153,872	2013	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7135	Poor	515911	2/16/2022	County of Tulare	1FDAF5V96CED19435	1397179	No	\$ 153,872	2013	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7136	Poor	532678	2/16/2022	County of Tulare	1FDAF5V96CED00580	1397178	No	\$ 109,442	2013	meral Motors Corporation	0 GM 5500	CN - Compressed Natural Gas	26000	30	15	2	Lift	No	Active
7137	Poor	235087	2/16/2022	County of Tulare	1FDAF5V96EE88329	1452438	No	\$ 109,442	2014	Ford Motor Corporation	416 Ford F-550	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7138	Good	168362	2/16/2022	County of Tulare	1FDAF5V92EE88330	1452437	No	\$ 153,872	2014	Ford Motor Corporation	416 Ford F-550	CN - Compressed Natural Gas	26000	30	15	2	Lift	No	Active
7139	Excellent	215946	2/16/2022	County of Tulare	1FDAF5V91HD08335	153400	Yes	\$ 191,789	2018	Ford Motor Corporation	416 Ford F-550	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7140	Excellent	175500	2/16/2022	County of Tulare	1FDAF5V92HEE31517	153499	Yes	\$ 191,789	2018	Ford Motor Corporation	416 Ford F-550	CN - Compressed Natural Gas	26000	30	15	2	Lift	Yes	Active
7141	Excellent	10027	2/16/2022	County of Tulare	1N9AMA9M3MC084168	1624549	Yes	\$ 559,279	2021	Eldorado National	370 Ford F-551	CN - Compressed Natural Gas	28980	30	15	2	Ramp	No	Active
7142	Excellent	796	2/16/2022	County of Tulare	1N9AMA9M3MC084169	1624548	Yes	\$ 559,279	2021	Eldorado National	370 Ford F-552	CN - Compressed Natural Gas	28980	32	15	2	Ramp	No	Active
7143	Excellent	3562	2/16/2022	County of Tulare	1N9AMA9M3MC084170	1624570	Yes	\$ 559,279	2021	Eldorado National	370 Ford F-553	CN - Compressed Natural Gas	28980	32	15	2	Ramp	No	Active

Appendix E – RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C10		Visalia Transit center	-119.289	36.332				
C10		Clinic	-119.297	36.353				
C10		Mountain Mikes	-119.297	36.354				
C10		Vallarta grocery store S/B	-119.297	36.357	X			
C10		McDonald's	-119.297	36.357				
C10		Spirit gas	-119.297	36.381				
C10		Tire Shop	-119.297	36.383				
C10		DRC	-119.323	36.437	X			
C10		Bob wiley detention center	-119.323	36.457				
C10		Bob wiley detention facility bench	-119.322	36.444				
C10		Tulare County Superior Court and Pre-Trial Facility (Bob Wiley)	-119.322	36.457				
C10		Justice complex	-119.323	36.459	X			
C10		Learning Center	-119.259	36.486				
C10		Stone Corral	-119.223	36.485	X	X		
C10		Rd. 128 & School Ave NB and SB	-119.287	36.524				
C10		Rd. 128 & School Ave	-119.287	36.524				
C10		Ledbette Park	-119.287	36.531	X			
C10		Ledbetter Park	-119.287	36.528	X			
C10		Dollar General			X			
C10		Rd 128 & Ira Sand Creek			X			
C10		Midway Market	-119.287	36.537	X			
C10		Kwik gas	-119.287	36.540	X			
C10		Post office	-119.339	36.545	X	X		
C10		Ave 416 & Lone Rd	-119.261	36.545	X			
C10		R-N market	-119.289	36.545	X	X		
C10		R-N Market	-119.287	36.545	X	X		
C10		Orosi library EB	-119.290	36.545				
C10		Cutler Orosi School Dist Off.			X			
C10		Kaspian's liquor	-119.293	36.545				
C10		Kaspian's liquor	-119.294	36.545				
C10		Orosi Market and Deli	-119.297	36.545	X	X		
C10		Orosi Mart & Deli	-119.297	36.545				
C10		Sultana Post Office WB			X			
C10		Sultana Post Office EB			X			
C10		Ave 416 & Rd 104	-119.340	36.545				
C10		Ave 416 & Rd. 104	-119.340	36.545				
C10		Kmart	-119.369	36.544				
C10		Dinuba Transit center	-119.393	36.542				

Appendix E – RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C20		Tulare Transit center	-119.346	36.212				
C20		99 food mart	-119.343	36.194				
C20		Hales cottage	-119.342	36.189				
C20		Rd. 96 & Wade Ave	-119.357	36.174				
C20		Canal. & west Addie	-119.349	36.171				
C20		Wade Ave & Canal St	-119.348	36.174	X	X		
C20		Wade & Pratt	-119.358	36.174				
C20		Casa & E Addie	-119.344	36.171				
C20		Sun & fun RV Park	-119.334	36.153	X			
C20		Titan AG services	-119.313	36.058	X			
C20		Burnett Rd and Klindera	-119.314	36.059	X			
C20		SPDES Hall	-119.309	36.058	X			
C20		Memorial building	-119.306	36.059				
C20		Meat Locker	-119.293	35.971				
C20		Pixley park	-119.295	35.976	X			
C20		Bobs truck & fire station	-119.292	35.973				
C20		Pixley Medical center N/B S/B	-119.292	35.968	X	X		
C20		Main St	-119.293	35.967				
C20		Pixley discount center	-119.293	35.966				
C20		Avenue 80	-119.286	35.935				
C20		Ave 76	-119.284	35.928	X	X		
C20		Avenue 76	-119.285	35.936				
C20		Corea Pallet company	-119.282	35.929				
C20		Supermercado	-119.268	35.878		X		
C20		Washington Plaza Apartment	-119.268	35.885	X	X		
C20		Church and Sutter	-119.268	35.888				
C20		Autozone	-119.272	35.892	bench			
C20		United health care	-119.272	35.884				
C20		99 cent store	-119.250	35.775				
C20		Delano Transit Center	-119.249	35.771				
C20		Vallarta market	-119.244	35.768				
C20		Sheriffs Department	-119.241	35.762				
C20		Triangle Eye Institute	-119.235	35.762				
C20		Richgrove Food Center	-119.110	35.797	X			

Appendix E – RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C30		Visalia transit center	-119.289	36.332				
C30		Visalia transit center	-119.288	36.332				
C30		Houston & p; Burke WB	-119.284	36.342				
C30		Houston at Burke EB	-119.283	36.342				
C30		Pho king	-119.277	36.342				
C30		Lovers Lane & Houston (WB)	-119.262	36.342		X		
C30		Lovers Lane & Houston	-119.260	36.342				
C30		Golden Oak School	-119.255	36.342				
C30		Golden west High School	-119.251	36.342				
C30		La Sierra continuation school	-119.274	36.342				
C30		Road 160	-119.216	36.384				
C30		Ivanhoe Rd 160	-119.216	36.384				
C30		Ponding Basin	-119.216	36.391				
C30		Post office	-119.025	36.384		X	X	
C30		Adventist church	-119.218	36.392				
C30		N. Cypress& Hwy 216	-119.106	36.414		X	X	
C30		Dollar general	-119.102	36.414		X		
C30		Dentist	-119.100	36.414				
C30		Woodlake Whitney transit center	-119.098	36.417				
C30		Woodlake City Park	-119.098	36.415				
C30		Woodlake city park	-119.098	36.415				
C30		Casa Mendoza	-118.914	36.428				
C30		Memorial building	-118.878	36.458				

Appendix E – RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C40		RMA government Plaza	-119.314	36.277		X		
C40		Office of education planetarium and science center	-119.313	36.269				
C40		Milan Institute TCAT	-119.313	36.270				
C40		Cartmill	-119.313	36.240				
C40		Time out pizza Waterpark	-119.313	36.212				
C40		Hwy 137 & Mooney	-119.312	36.211				
C40		Alpine Vista elementary school	-119.303	36.197				
C40		Mission oaks high school	-119.297	36.197				
C40		Tulare COS	-119.281	36.196				
C40		First step nutrition	-119.094	36.204				
C40		Fast trip (Both Directions)	-119.092	36.205	X	X		
C40		Library	-119.089	36.204	X	X		
C40		Lindsay city hall	-119.089	36.203		X		
C40		Sierra express gas	-119.087	36.197	X	X		
C40		Historic murals	-119.087	36.196		bench		
C40		Lindsay Inn	-119.087	36.196				
C40		Strathmore middle school	-119.063	36.149				
C40		Strathmore post office	-119.062	36.148		X		
C40		Post office (SB)	-119.062	36.148		Bench		
C40		Ave 196 and orange belt	-119.061	36.145		X	X	
C40		Transit center Porterville	-119.018	36.067				

Appendix E – RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C50		Dinuba Transit Center	-119.393	36.542				
C50		Ave 384 & RD 80	-119.396	36.488				
C50		Ave 384 & RD 60	-119.434	36.489				
C50		Kate Rd & Denver Ave London Mrkt	-119.442	36.478		X		
C50		Ave 378 & Rd 58	-119.443	36.477		X		
C50		Rd 57 Library	-119.440	36.477		X		
C50		Rd 57 & Ave 377	-119.443	36.476				
C50		Ave 376 & Rd 44	-119.473	36.474				
C50		Traver School	-119.481	36.456		X		
C50		Tri Ms Market	-119.486	36.455				
C50		Traver Market	-119.486	36.454		X		
C50		Rd 44 Between Ave 376 & Ave 384	-119.474	36.478				
C50		Rd 56 & Ave 384	-119.449	36.490				
C50		Lawrence-Ave Delft-	-119.447	36.513		X		
C50		Ave 400 & Rd 64	-119.430	36.517				
C50		Ave 400 & Rd 74	-119.408	36.517				
C50		Dinuba Mercantile Row(Kmart)	-119.371	36.544				
C50		El Monte Way & Palm Dr	-119.380	36.546				
C50		Dinuba Walmart	-119.404	36.544				
C50		Dinuba Transit Center	-119.393	36.542				

Appendix E – RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C70		Porterville Transit center	-119.018	36.067				
C70		Dmv	-119.008	36.064				
C70		Sierra Veterinary Center	-119.008	36.054				
C70		Plano	-119.008	36.061				
C70		Eagles nest campground	-118.951	36.044				
C70		Park and ride 284 & 190	-118.937	36.048				
C70		Park and ride road 284 and 190	-118.938	36.047				
C70		Baker marine rv storage	-118.928	36.048				
C70		Lake entrance success	-118.899	36.080				
C70		Success Lake	-118.899	36.079				
C70		Gas station	-118.881	36.092				
C70		River island	-118.859	36.103				
C70		Lower globe Dr	-118.838	36.101				
C70		Globe Dr houses	-118.837	36.101				
C70		El Nuevo mexicali	-118.823	36.126				
C70		Springville sequoia dawn	-118.815	36.134				

Appendix E – RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C80		Porterville Transit center	-119.018	36.067				
C80		Big Stump Trailer Park	-119.017	36.055				
C80		Porterville college	-119.017	36.049				
C80		Cemos auto wrecking	-119.017	36.041				
C80		El tapatio restaurant	-119.026	36.022				
C80		Terra Bella Park	-119.044	35.961		X		
C80		Ave 56 & Carlisle	-119.046	35.892				
C80		Shell Station	-119.051	35.892				
C80		Terra Bella middle school	-119.039	35.957		X		
C80		Veterans building	-119.038	35.962				
C80		Terra Bella fire station	-119.043	35.962		Bench		
C80		Terra Bella post office	-119.045	35.965				

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
C90		Transit Center	-119.018	36.068				
C90		Olive Ave	-119.024	36.066				
C90		SouthCounty Detention Center	-119.061	36.038		X		
C90		Community Service Center	-119.143	36.056				
C90		Poplar Market	-119.143	36.052				
C90		Auto Parts	-119.143	36.063				
C90		Woodville Child Center	-119.144	36.083				
C90		Altura Clinic	-119.197	36.093		X		
C90		Suhovy's Market & Gas	-119.135	36.138				
C90		Suhovy's Market and Gas	-119.135	36.138				
C90		Family Market	-119.134	36.143		X		
C90		Ave. 196 & Rd. 196 (across from Market)	-119.134	36.145		X		
C90		Sunnyside School	-119.089	36.145				

Appendix F – Parts, Furniture, and Tools

Tulare County Transit Operations and Maintenance Facility			
Parts / Equipment List			
Sch. No.	Item Description	Part No.	Serial No.
26	Used oil Extractor Pump - Alemite	8325	2416978
22	Ram Pump - ATF	9918-A	X082962518
18	Ram Pump - Engine Oil	9918-A	X071152900
14	Pump - Coolant	8322	2485831
7	Quincy Compressor	P2103DS12VCB20	UTY707996
8	Quincy Air Dryer/ Purifier	TBD	TBD
31	Machine Press	850ASD	HMP0181002840016
4	Wheel Balancer	850645002	1903400204
1	Tire Racks - Small Tires (4) Each	N/A	N/A
2	Tire Racks - Large Tires (2) Each	N/A	N/A
10	Air Hose Reel (5) Each w/ dispenser	N/A	N/A
27	Power Hose Reel (6) Each	N/A	N/A
5	Tire Inflation Cage (1) Each	N/A	N/A
12	Water Hose Reel (3) Each w/ dispenser	N/A	N/A
16	Coolant Hose Reel (3) Each w/ dispenser	N/A	N/A
20	Engine Oil Hose Reel (3) Each w/ dispenser	N/A	N/A
24	ATF Hose Reel (3) Each w/ dispenser	N/A	N/A
44	Jib Crane 3-Ton (1) Each	N/A	N/A
49	Adjustable Height Workbench (6) Each	N/A	N/A

Appendix F – Parts, Furniture, and Tools

Equipment Qty	Description	Part Number	Cost	Ext Cost	Vendor	RECEIVED
1	Walk Behind Scrubber w/ traction Dr. 138 amp battery		\$ 6,500.00	\$ 6,500.00	California Sweepers	X
1	Tax		\$ 536.25	\$ 536.25	California Sweepers	X
	Total			\$ 7,036.25		
1	Lock out tag out kit	437R73	\$ 96.45	\$ 96.45	Grainger	X
1	A/C recovery/recycle machine	407K04	\$ 4,273.50	\$ 4,273.50	Grainger	X
1	1 inch Impact	460p03	\$ 897.63	\$ 897.63	Grainger	X
1	Roll around pneumatic grease gun	2dph8	\$ 1,854.30	\$ 1,854.30	Grainger	X
1	1 in Torque Wrench Digital	39WE11	\$ 1,224.98	\$ 1,224.98	Grainger	X
1	3/4" drive Torque Wrench, 600 ft. lbs	39WE12	\$ 856.03	\$ 856.03	Grainger	X
1	3/4 impact gun	45NW54	\$ 530.40	\$ 530.40	grainger	X
2	Fire proof cabinet	45AE88	\$ 1,089.07	\$ 2,178.14	Grainger	X
1	1/2 Drive Digital Torque Wrench	53JT51	\$ 586.28	\$ 586.28	Grainger	X
1	Warehouse Ladder	3UU77	\$ 726.99	\$ 726.99	Grainger	X
	Tax		\$ 1,652.65	\$ 1,652.65	Grainger	X
1	Grainger Shipping		\$ 601.83	\$ 601.83	Grainger	X
1	3/4 IN Socket Set	46J309	\$ 257.73	\$ 257.73	Grainger	X
1	A/C leak halogen leak detector	52WH43	\$ 169.70	\$ 169.70	Grainger	X
1	Radiator Pressure Tester Set	1DXL5	\$ 322.00	\$ 322.00	Grainger	X
1	Ball joint installation kit	2TVN4	\$ 182.44	\$ 182.44	Grainger	X
1	Beaming Race and Set Driver Kit	58JD59	\$ 141.27	\$ 141.27	Grainger	X
1	Drum Dolly	34d949	\$ 553.13	\$ 553.13	Grainger	X
3	Drip Pans	53KJ31	\$ 13.08	\$ 39.24	Grainger	X
2	Storage Cabinet 36x24x72	411K98	\$ 326.33	\$ 652.66	Grainger	X
4	Oil Spill Dolly	3PA33	\$ 206.41	\$ 825.64	Grainger	X
1	Budget Basin Battery Storage	5PIN01	\$ 81.01	\$ 81.01	Grainger	X
2	Fuel Tank Spill Kit 55 gallon Drum	SKA-55	\$ 482.71	\$ 965.42	Grainger	X
1	First aid kit for 50 person	40jn19	\$ 138.84	\$ 138.84	Grainger	X
2	Safety Chains 100 ft	4T630	\$ 208.00	\$ 416.00	Grainger	X
6	Safety Signs (Safety glass)	1M460	\$ 2.24	\$ 13.44	Grainger	X
6	Safety Signs Authorized Personal Only	1M492	\$ 2.24	\$ 13.44	Grainger	X
12	Safety Glasses	4T513	\$ 6.29	\$ 75.48	Grainger	X
1	MSDS Books	45KY38	\$ 181.53	\$ 181.53	Grainger	X
1	Drum Lifter	21VG36	\$ 173.32	\$ 173.32	Grainger	X
1	Glasses, Safety Cleaning Station	2LBC6	\$ 11.98	\$ 11.98	Grainger	X
1	Sign, Eye Wash	480W29	\$ 17.68	\$ 17.68	Grainger	X
1	Sign, First Aid	5TB45	\$ 2.69	\$ 2.69	Grainger	X
6	Sign, No Smoking	474C98	\$ 11.21	\$ 67.26	Grainger	X
3	Water Nozzle	15X957	\$ 5.29	\$ 15.87	Grainger	X
1	Battery Tester	444n24	\$ 63.94	\$ 63.94	Grainger	X
5	office trash can	5M742	\$ 42.25	\$ 211.25	Grainger	X
6	55Gal Trash cans	5DMU6	\$ 79.38	\$ 476.28	Grainger	X
3	Fire Extinguisher	4T889	\$ 84.41	\$ 253.23	Grainger	X
3	Fire Extinguisher Signs	470A61	\$ 4.24	\$ 12.72	Grainger	X
5	Fire alarm Signs	465N92	\$ 2.90	\$ 14.50	Grainger	X
1	Equipment Starts Automatically Sign	478T68	\$ 4.99	\$ 4.99	Grainger	X
2	Push Broom	498210	\$ 20.07	\$ 40.14	Grainger	X
1	4ft Ladder	41d251	\$ 95.42	\$ 95.42	Grainger	X
1	6ft Ladder	3w141	\$ 114.88	\$ 114.88	Grainger	X
3	Safety Glass Container	232418	\$ 38.18	\$ 114.54	Grainger	X
2	30 inch Fans	2MA12	\$ 283.20	\$ 566.40	Grainger	X
1	1 Drum Containment pallet	4LNR24	\$ 282.48	\$ 282.48	Grainger	X
2	2 Drum Containment Pallet	4LNU3	\$ 276.79	\$ 553.58	Grainger	X
	Total			\$ 23,601.30		
1	6 ton hydraulic floor jack	FSJ-120	\$ 2,998.00	\$ 2,998.00	Gray	X
1	Big Bus Filter Crusher	QP-160	\$ 2,372.00	\$ 2,372.00	Gray	X
1	Coolant Handler	AH-15	\$ 1,449.00	\$ 1,449.00	Gray	X
4	Jack Stands (pair) 10T 20-32 inches	10TF	\$ 698.00	\$ 2,792.00	Gray	X
4	Jack Stands (pair) 12-20 inches	7THF	\$ 346.00	\$ 1,384.00	Gray	X
	Sttel surcharge		\$ 549.00	\$ 549.00	Gray	X
	Gate		\$ 125.00	\$ 125.00	Gray	X
	tax		\$ 852.12	\$ 852.12	Gray	X
	Total			\$ 12,521.12		
1	Heavy Duty Tire Machine	CDH-6330	\$ 17,861.49	\$ 17,861.49	Hennessey	X
	Total			\$ 17,861.49		
1	Set of 4 Koni Column Lift 72,000lb Adj Forks	5T1085-2FSA	\$ 31,670.10	\$ 31,670.10	Koni	X
4	Support Stand	J5-H4	\$ 1,128.49	\$ 4,513.96	Koni	X
1	Shipping		\$ 3,200.00	\$ 3,200.00	Koni	X
1	Tax		\$ 3,392.12	\$ 3,392.12		X
1	Heavy Duty Trans Jack	SKTJ-401	\$ 7,585.21	\$ 7,585.21	Koni	X
	Total			\$ 50,361.39		
1	Nut and bolt startup		\$ 6,313.42	\$ 6,313.42	MSC	X
	Total			\$ 6,313.42		
1	Hobart Mig Welding Cart	1646932	\$ 92.00	\$ 92.00	Northern	X
1	Hobart Mig Welder	15165	\$ 506.00	\$ 506.00	Northern	X
1	Wheel lift	99256	\$ 1,183.00	\$ 1,183.00	Northern	X
2	16 Gallon Oil Caddy	144720	\$ 156	\$ 312.00	Northern	X
2	8 Gallon Oil Caddy	144710	\$ 84.00	\$ 168.00	Northern	X
2	Battery Charger	101897	\$ 158.00	\$ 316.00	Northern	X

Appendix F – Parts, Furniture, and Tools

2	25' Air Hose 3/8	406710	\$ 22.00	\$ 44.00	Northern	X
4	50' Air hoses 3/8	406719	\$ 27.00	\$ 108.00	Northern	X
2	50' Air hoses 1/2	153083	\$ 47.00	\$ 94.00	Northern	X
1	10 ton Porta Power	15616	\$ 428.49	\$ 428.49	Northern	X
1	Oxy Acetylene cart	58702	\$108.00	\$ 108.00	Northern	X
1	Set of gas welding hoses & gauges	95963	\$205.00	\$ 205.00	Northern	X
2	Battery booster jumper pack,	167761	\$303.00	\$ 606.00	Northern	X
2	Drop Lights LED	29544	\$20.00	\$ 40.00	Northern	X
1	6" bench vise with 5 3/4" opening	34915	\$174.00	\$ 174.00	Northern	X
1	Shop Crane, engine hoist 2 ton	46219	\$240.00	\$ 240.00	Northern	X
1	Shop vacuum 10 gallon 4 hp	102238	\$132.99	\$ 132.99	Northern	X
3	50 foot extension cords	162474	\$43.00	\$ 129.00	Northern	X
1	Handtruck Duel Mode	68314	\$107.00	\$ 107.00	Northern	X
10	Storage shelves 60x24x70	54539	\$ 89.00	\$ 890.00	Northern	X
2	Floor Jack	56647	\$203.00	\$ 406.00	Northern	X
1	Pallet Jack	55830	\$284.00	\$ 284.00	Northern	X
6	Wheel Chocks	29368	\$5.90	\$ 35.40	Northern	X
2	Floor squeege, 24" curved edges	132378	\$ 17.00	\$ 34.00	Northern	X
1	Honda Weedeater	170709	\$ 389.00	\$ 389.00	Northern	X
1	Troybilt Leaf blower	98375	\$ 156.00	\$ 156.00	Northern	X
1	Backpack weed Sprayer	46432	\$ 69.99	\$ 69.99	Northern	X
	taxes		\$ 867.30	\$ 867.30	Northern	X
	Shipping		\$ 562.78	\$ 562.78	Northern	X
3	55gal Rotary hand pumps	40485	\$ 23.00	\$ 69.00	Northern	X
	Total			\$ 8,756.95		
1	Fork lift Used	Quinn Serial# AT35A01899	\$ 17,500.00	\$ 17,500.00	Quinn	X
1	Dock Plate		\$ 1,176.00	\$ 1,176.00	Quinn	X
1	Certification Training		\$ 650.00	\$ 650.00	Quinn	X
1	Taxes		\$ 1,519.72	\$ 1,519.72	Quinn	X
1	Spare propane tank		\$ 283.31	\$ 283.31	Quinn	X
	Total			\$ 21,129.03		
	Shipping		\$ 20.61	\$ 20.61		X
	Taxes		\$ 136.24	\$ 136.24		X
1	Ethos Edge Scanner	Kit Price	\$ 1,946.25	\$ 1,946.25	Snap-On	X
	Total			\$ 2,103.10		
1	Outside signage		\$ 1,361.57	\$ 1,361.57	2 Market Visuals	X
	Taxes		\$ 115.73	\$ 115.73		X
	Total			1477.3		
	Total All Vendors		Total	\$ 151,161.35		
	5% Admin Fee		Fee	\$ 7,558.07		
	Total Including Admin Fee		Total	\$ 158,719.42		

Appendix F – Parts, Furniture, and Tools

TCAT Furniture			
Office	# of items	stock #	Item
Dispatch	4	281901	Desks classic cherry finish
Dispatch	4	161444	Black desk chairs
Ops/MM	2	6189485	Office Desks
Ops/MM	2	719753	Book shelves
Ops/MM/Parts	3	744074	Black desk chairs
Op,MM,Parts,GM	10	184746	Office guests chairs
Parts Clerk	1	872753	Office Desk
GM	1	8266638	Office desk combo
GM	1	304574	Black desk chair
Break room	4	451202	Round tables
Break room	16	184746	Break room chairs
Conference rm	8	1339653	Coference rm tables
Conference rm	8 boxes	374588	Stacking chairs (4 per box)
All offices	8	475627	Office chair mats
Maint	2	872278	Folding tables
All offices	8	450092	File Cabinets
GM	2	450074	Tan File cabinets
All offices	1	541619	Vacuum
Break room	1	697073	Microwave
Break room	1		Refrigerator
Conference rm	1	508635	Projection screen
Projector	1	187374	Projector
DVD Player	1	356635	DVD Player
LED TV	1	8452452	TV

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-D

June 22, 2022

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Adoption of a Resolution Approving the Memorandum of Understanding (MOU) between the City of Porterville and TCRTA for Public Transportation Services

BACKGROUND:

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

DISCUSSION:

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

The MOU outlines the following responsibilities:

1. TCRTA assumes full responsibility to administer Public Transportation Services on behalf of the City of Porterville;
2. City of Porterville will lease, per the terms of the Transit Facility Lease Agreement, to TCRTA the use of the City of Porterville's Transit Center (Appendix B);
3. City of Porterville will lease, per the terms of the Transit Vehicles Lease Agreement, to TCRTA the use of the City's transit vehicles until the vehicle title's have been transferred to TCRTA (Appendix C);
4. City of Porterville will coordinate the listed resources to maximize accessibility and availability of transportation services (Appendix D);
5. City of Porterville will transfer to TCRTA the listed assets (Appendix E);
6. City of Porterville will transfer rider facilities assets to TCRTA (Appendix F);
7. City of Porterville will transfer transit furniture and equipment to TCRTA (Appendix G);

8. City of Porterville will provide TCRTA various services including, but not limited to, vehicle maintenance and fuel, landscape maintenance, general facility maintenance, and administrative support, as needed, and TCRTA will reimburse the City of Porterville.

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

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors:

1. Adopt the draft Resolution approving the Memorandum of Understanding between the City of Porterville and TCRTA for Public Transportation Services; and
2. Authorized the Executive Director and County Counsel to negotiate and approve technical changes as needed.

FISCAL IMPACT:

The estimated FY 2022 operating and capital expenses to assume the Public Transportation Services for the City of Porterville is \$8,7668,504.

ATTACHMENT:

1. Draft Resolution
2. Draft Memorandum of Understanding

RESOLUTION: 2022-_____

**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 Porterville 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 Porterville in accordance with the Memorandum of Understanding (MOU); and

WHEREAS, the Memorandum of Understanding between the TCRTA and the City of Porterville was 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 administration and operation of the Porterville Transit System, which it recommends that the Board of Directors implement in an appropriate manner;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, does hereby accepts and approves the Memorandum of Understanding between the City of Porterville and TCRTA for Public Transportation Services attached hereto as Exhibit 1, effective July 1, 2022; and

BE IT FURTHER RESOLVED that the Executive Director and County Counsel is authorized to make minor changes as necessary to implement the action.

PASSED AND ADOPTED this 22nd day of June 2022 by the **Board of Directors of the Tulare County Regional Transit Agency**.

RESOLUTION: 2022-_____

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 22nd day of June 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Jose Sigala
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-_____ was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 22nd day of June 2022.

Signed _____
Richard Tree
Executive Director

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this ____ day of June 2022 and made between the **CITY OF PORTERVILLE (“CITY”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. CITY 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 County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency” and collectively the “Parties” or “Member Agencies”) 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 and on behalf of the Member Agencies; and

WHEREAS, Member Agencies will coordinate their resources in order to maximize accessibility and availability of transportation services; 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, City 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 City in accordance with this MOU and applicable law.

NOW, THEREFORE, City and TCRTA agree as follows:

STIPULATIONS

I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY THE CITY

- A. For the project (Project) covered by this MOU, City hereby assigns as of July 1, 2022, and TCRTA hereby assumes as of July 1, 2022, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer City’s 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 Transit Facility Lease Agreement identified in **Appendix B**; and
- c. Activities listed in the Transit Vehicle Lease Agreement identified in **Appendix C**; and
- d. City will coordinate the listed resources to maximize accessibility and availability of transportation services in **Appendix D**.

C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to City and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of City 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 City.

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, City is no longer will be responsible for audits or reporting related to public transportation services described in Stipulation I (B).

C. To the extent that City has current or ongoing obligations under state or federal grant agreements or otherwise, City will seek approval from the relevant agency to assign those obligations to TCRTA or will continue to provide those obligations itself.

III. TRANSFER OF ASSETS – FEDERAL INTERESTS

Assets transferring from City 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.

City’s assets transferring to TCRTA are identified in **Appendix E**.

IV. TRANSFER OF ASSETS – TRANSIT VEHICLES

City shall transfer ownership of City transit vehicles in accordance with Paragraph III above and in accordance with any grant restrictions or other obligations related to said assets. City’s transit vehicles are identified in **Appendix E**.

At the time of this agreement, City is working to purchase vehicles through the 5307 Grant Program. City shall, as permitted by Section III, transfer the new vehicles to TCRTA upon receipt.

Until such time as the transfer of said transit vehicles is complete, City shall lease to TCRTA all transit vehicles in accordance with the terms specified in **Appendix C**.

V. TRANSFER OF ASSETS – RIDER FACILITIES

City owns signs, signposts, benches, and shelters at its bus stops (the “Rider Facilities”) throughout City as indicated in **Appendix F**. City hereby assigns the Rider Facilities to TCRTA. Further, City hereby grants to TCRTA a non-transferable encroachment permit for the Rider Facilities located within City right-of-way or located on City owned or leased real property. Further, City hereby assigns or otherwise transfers to TCRTA any easements, leases, licenses, or other interests in real property for all other Rider Facilities except as may otherwise be prohibited. Where assignment, transfer, or conveyance is prohibited, TCRTA shall seek an easement, license, encroachment permit, or other permission for said Rider Facilities.

VI. TRANSFER OF ASSETS – FURNITURE AND EQUIPMENT

City owns various equipment and furniture related to the administration and operation of City’s transit system, including that which is located at the Porterville Transit Center. City shall transfer to TCRTA ownership of that equipment and furniture listed in **Appendix G**.

VII. ANNUAL REPORT

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

TCRTA will provide answers and additional data, as reasonably necessary in response to questions from City 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 financials 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. 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, capital and operating reserves, 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 1st every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section VIII 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.

VIII. WORKING GROUP

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

- City of Porterville
- 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.

The Working Group will convene annually by June 1st to provide an estimated budget to the City and a projection of the use of funds.

IX. 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 (In accordance with the established Ratio as determined by the Tulare County Association of Governments acting as the Metropolitan Planning Organization)
- 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 may 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 (e.g., ridership and vehicle service miles) data to the National Transit Database. TCRTA will track data for the Project separately.

In the event it becomes necessary to make any 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.

X. FEDERAL AND STATE REPORTING

TCRTA shall be responsible for collecting and reporting specific data to meet federal and state reporting requirements. Operational data will 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, Disadvantaged Business Enterprise (DBE), and other relevant transit regulations.

XI. 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.

XII. 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.

XIII. TERM

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

XIV. MOU AMENDMENTS

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

XV. MOU TERMINATION

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

Upon termination of the MOU, Parties shall negotiate the transfer of assets from TCRTA to City, including those assets transferred by this Agreement or reasonable replacements, therefore.

XVI. INTEGRATION

This Agreement represents the entire and integrated Agreement between the Parties and supersedes 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.

XVII. 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.

XVIII. 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.

XIX. WARRANTY OF AUTHORITY

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

XX. 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.

XXI. 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.

XXII. INDEMNIFICATION

City agrees to indemnify and hold harmless TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

TCRTA agrees to indemnify and hold harmless City, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries arising out of the performance of this MOU. This indemnification clause shall apply to all damages or claims for damages suffered by TCRTA's operations regardless of if any insurance is applicable or not.

XXIII. 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 Porterville
Public Works Director
555 N. Prospect St.
Porterville, CA 93257

Tulare County Regional Transit Agency
Executive Director
210 N. Church St., Suite B
Visalia, CA 93291

XXIV. ADMINISTRATIVE SUPPORT

City agrees to provide personnel, materials, forms, transportation, and provide facilities within the City to assist TCRTA, under the direction of the TCRTA Executive Director, with planning, environmental review, engineering services, telecommunications, and construction and maintenance services. and other and further purposes as may be necessary.

TCRTA agrees to provide personnel, materials, forms, transportation, and provide facilities within the TCRTA facilities to assist City, under the direction of the Public Works Director, with transit grant administration, transit planning, and such other and further purposes as may be necessary.

All work to be performed under this section shall be done by mutual agreement between the TCRTA Executive Director and the Public Works Director.

TCRTA and City agree to reimburse the other Party for work done by the other Party for salaries including overhead and fringe benefits, materials, and expenses. Overhead for staff shall be reimbursed subject to an approved Indirect Cost Allocation Plan as approved by the Independent Office of Audits and Investigations (IOAI) from the Caltrans Inspector General or as determined through another method and agreed to by both parties.

XXV. EMERGENCY PLANNING AND RESPONSE

TCRTA agrees to work with City on the provision of transit services as necessary in emergency planning and response. Emergency Response may include, but is not limited to, facilitating

evacuations with buses and drivers, providing logistical support for evacuees or response operations, providing transportation for damage assessments (known as “windshield surveys”), and other activities to support emergency response. Further, TCRTA agrees to participate in relevant emergency planning and training exercises by City.

Emergency Response services provided for declared emergencies may be reimbursed at a rate to be determined by mutual agreement between the parties. Some reimbursement will be contingent upon proper documentation of time, equipment and material use by TCRTA, in accordance with Federal, State and or/other grantor guidelines.

TCRTA and City may also enter into one or more additional future agreements to further effect this section.

XXVI. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

XXVII. 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 PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Mayor

Chair

Date

Date

ATTEST:

ATTEST:

By: _____
Clerk

By: _____
Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel

Appendix A – JPA AGREEMENT

TULARE COUNTY REGIONAL TRANSIT AGENCY JOINT POWERS AGREEMENT

The Joint Powers Agreement (“Agreement”), dated this 11th day of August, 2020, by and among the County of Tulare and the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency” and together, the “Parties” or “Member Agencies” to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

Article I General Provisions

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called “Tulare County Regional Transit Agency” or “Transit Agency,” with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be “Tulare County Regional Transit Agency.” Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency’s Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.
- b. To acquire, hold, and dispose of real and personal property.
- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.

Appendix A – JPA AGREEMENT

- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

Appendix A – JPA AGREEMENT

The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
- b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Appendix A – JPA AGREEMENT

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

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- n. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency’s existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that

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such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

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Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, "Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

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Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

Article III Financial and Service Level Provisions

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

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- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

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Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not required for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

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Article IV Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

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In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.
 - (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.

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- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
- d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
- e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt,

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liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: Dispute Resolution Procedures

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the original

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notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant

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fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

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All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

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Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

Appendix A – JPA AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF TULARE

By 
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Officer/Clerk of the Board of Supervisors

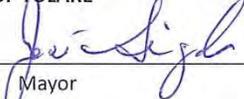
By 

Approved as to Form:

COUNTY COUNSEL

By 
Deputy (Matter No. 20192039)

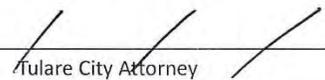
CITY OF TULARE

By 
Mayor

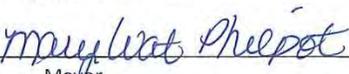
Attest:

By 
Tulare City Clerk

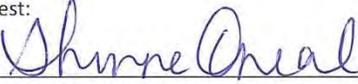
Approved as to Form:

By 
Tulare City Attorney

CITY OF EXETER

By 
Mayor

Attest:

By 
Exeter City Clerk

Approved as to Form:

By 
Exeter City Attorney

CITY OF FARMERSVILLE

By 
Mayor

Attest:

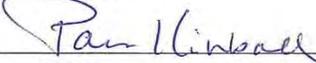
By 
Farmersville City Clerk

Approved as to Form:

By 
Farmersville City Attorney

Appendix A – JPA AGREEMENT

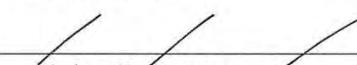
CITY OF LINDSAY

By 
Mayor

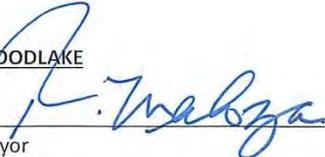
Attest:

By 
Lindsay City Clerk

Approved as to Form:

By 
Lindsay City Attorney

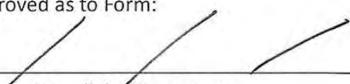
CITY OF WOODLAKE

By 
Mayor

Attest:

By 
Woodlake City Clerk

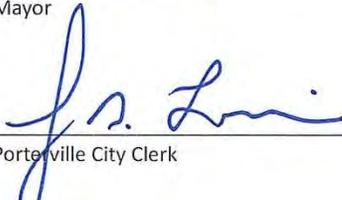
Approved as to Form:

By 
Woodlake City Attorney

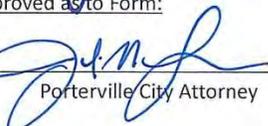
CITY OF PORTERVILLE

By 
Mayor

Attest:

By 
Porterville City Clerk

Approved as to Form:

By 
Porterville City Attorney

Appendix A – JPA AGREEMENT

ADDENDUM SEPTEMBER 21, 2020

CITY OF LINDSAY

By _____
Mayor

Attest:

By _____
Lindsay City Clerk

Approved as to Form:

By _____
Lindsay City Attorney

CITY OF PORTERVILLE

By _____
Mayor

Attest:

By _____
Porterville City Clerk

Approved as to Form:

By _____
Porterville City Attorney

CITY OF WOODLAKE

By _____
Mayor

Attest:

By _____
Woodlake City Clerk

Approved as to Form:

By _____
Woodlake City Attorney

CITY OF DINUBA

By _____
Mayor

Date 10/01/2020

Attest:

By Linda Barkley
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

Appendix B – TRANSIT FACILITY AGREEMENT

TRANSIT FACILITY LEASE AGREEMENT BETWEEN THE CITY OF PORTERVILLE, TULARE COUNTY REGIONAL TRANSIT AGENCY, AND TRANSDEV SERVICES, INC

THIS TRANSIT FACILITY LEASE AGREEMENT (“LEASE”) is effective as of July 1, 2022, by and between the **CITY OF PORTERVILLE** referred to as City, and **TULARE COUNTY REGIONAL TRANSIT AGENCY**, hereinafter referred to as TCRTA, and **TRANSDEV SERVICES, INC.**, hereinafter “third-party contractor” (collectively, the “parties”).

RECITALS

- A.** This lease is effected by virtue of City’s public transportation services Memorandum of Understanding (MOU) between TCRTA; and
- B.** City will retain continuing control of transit facility purchased for use by TCRTA if FTA or CALTRANS grant funds are used to procure facility; and
- C.** TCRTA will either select a third-party contractor(s), or already has an agreement with a third-party contractor(s), to operate the Porterville Transit Center and use the space located at 61 W. Oak Avenue, Porterville, CA 93257; and
- D.** TCRTA and/or its third-party contractor(s) agrees to operate the transit facility in accordance with this Lease and accepts responsibilities associated with that operation via this Lease Agreement; and
- E.** TCRTA agrees that a default under this Lease is a default under the Agreement with CITY and vice versa.

I. CONDITIONS

This Agreement is one of leasing only, and TCRTA shall not acquire any right, title or interest to the transit facility leased other than that of TCRTA. TCRTA acknowledges that the City owns (subject to any FTA or CALTRANS liens) the transit facility subject to this Agreement. Nothing herein shall affect City’s absolute ownership of any title or interest to said facility.

TCRTA shall lease and its third-party contractor agrees to operate the transit facility in accordance with the service characteristics described in the TCRTA’s operating assistance grant agreement with the FTA or CALTRANS.

FTA or CALTRANS approval is required for incidental use of the leased transit facility, and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the City’s continuing control over the use of the transit facility or the TCRTA’s continued ability to carry out public transportation services.

Appendix B – TRANSIT FACILITY AGREEMENT

TCRTA will comply with the terms, conditions and obligations included in the grant agreement executed between the City and the FTA or CALTRANS so as not to impair the City's relationship with the FTA or CALTRANS, nor cause City to be in default of any agreement with the FTA or CALTRANS. Any breach of this Agreement shall be considered a default by TCRTA.

TCRTA and its third-party contractor agrees that it will not use or permit the use of the leased transit facility in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the transit facility, or permit the transit facility to become subject to any lien, charge or encumbrance which may affect the City's title to the transit facility.

TCRTA shall not mortgage, pledge, sell, or otherwise encumber or dispose of the transit facility provided under the terms and conditions of this Agreement.

Parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

TCRTA agrees to review and comply with the annual FTA Certification and Assurances signed by TCRTA, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Parties agree to abide by the relevant rules and regulations provided by the FTA or CALTRANS, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the transit facility is operated under the terms and conditions of this Agreement.

II. REPRESENTATION AND WARRANTIES

In consideration of the City entering into this Agreement, TCRTA represents and warrants:

- A. TCRTA is in good standing under the laws of the State of California and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. TCRTA and its third-party contractor has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency, which authorize or empower the services to be performed by TCRTA.

III. OWNERSHIP

The City will maintain ownership of the transit facility obtained through the grant program. The City shall have full authority to exercise its responsibilities as owner of the transit facility provided under the terms and conditions of this lease.

Appendix B – TRANSIT FACILITY AGREEMENT

IV. INSURANCE

The Parties agree that insurance levels, categories and premium payments for the transit facility shall be the responsibility of the City.

Insurance shall include such coverage as required by the grant agreement between the City and the FTA or CALTRANS, and shall meet the requirements of applicable local, state and federal laws.

TCRTA shall bear all risks of damage or loss of the transit facility, or any portion of damage or loss not covered by insurance.

V. FACILITY MAINTENANCE

The Parties agree that the City shall provide, at TCRTA's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

- A. The structural parts of the building and other improvements in which the Premises are located;
- B. Electrical, plumbing, and sewage systems;
- C. Heating, ventilating, and air-conditioning systems;
- D. Landscape and parking lots.

The City will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the tenancy, at TCRTA's expense, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire covered by the City and TCRTA's shared vendor.

VI. ENTRY ON PREMISES

The City and its authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to TCRTA.

VII. LEASE TERM

This lease shall continue in effect until cancelled by either party in accordance with the Agreement.

VIII. LEASE FEE

The lease fee shall be one dollar per year, payable annually in arrears.

IX. FEDERAL REQUIREMENTS

The Parties recognize that many federal requirements apply to real property procurements utilizing federal funds. Certain of those federal requirements will remain the responsibility of City

Appendix B – TRANSIT FACILITY AGREEMENT

throughout the term of the lease of transit facility to TCRTA. Other requirements will flow through to TCRTA and its third-party contractor. The following generally summarizes those requirements and the parties responsible for compliance with them.

A. Satisfactory Continuing Control

The City shall at all times maintain control over real property, facilities, and equipment and ensure that they are used for the purpose it was acquired as long as needed, whether or not the program project continues to be supported by federal funds (FTA Circular 5010.1E). CITY exercises continuing control demonstrated by City oversight of TCRTA and its use of the federally funded property which is described in the provisions of the Agreement and this lease.

B. Drug and Alcohol Testing

TCRTA and its third-party contractor agrees to provide drug and alcohol testing of all its employees as required under Federal law. TCRTA and its third-party contractor are subject FTA's drug and alcohol testing rules encompassed in 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

C. Records

The City and TCRTA shall maintain full and accurate copies of records of costs expended with regard to all matters covered by this Lease. All such material and data shall be retained for five years from the date of the Vehicle's disposition, replacement or transfer at FTA's direction. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records must be maintained for the longer of three years after completion of the action and resolution of all issues that arise from it or the time remaining in the original retention period.

X. INDEMNIFICATION

City agrees to indemnify and hold harmless TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

TCRTA agrees to indemnify and hold harmless City, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA, its employees or agents.

It is the intent of the Parties that TCRTA's third-party contractor will indemnify and hold harmless City and TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA's third-party contractor, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries arising out of the performance of this MOU. This indemnification clause shall apply to all damages or claims for damages suffered by TCRTA's operations regardless of if any insurance is applicable or not.

Appendix B – TRANSIT FACILITY AGREEMENT

XI. FURTHER ASSURANCES

The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be necessary required in order to carry out the provisions of this Lease and the intentions of the parties.

XII. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

XIII. CONTERPART SIGNATURES

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

CITY OF PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Public Works Director

Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel

TRANSDEV SERVICES, INC.

By: _____
Title:

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

TRANSIT VEHICLE LEASE AGREEMENT BETWEEN THE CITY OF PORTERVILLE, TULARE COUNTY REGIONAL TRANSIT AGENCY, AND TRANSDEV SERVICES, INC

THIS TRANSIT VEHICLE LEASE AGREEMENT (“LEASE”) is effective as of July 1, 2022, by and between the **CITY OF PORTERVILLE** referred to as City, and **TULARE COUNTY REGIONAL TRANSIT AGENCY**, hereinafter referred to as TCRTA, and **TRANSDEV SERVICES, INC.**, hereinafter “third-party contractor” (collectively, the “parties”).

RECITALS

- F.** This lease is effected by virtue of City’s public transportation services Memorandum of Understanding (MOU) between TCRTA; and
- G.** City will retain legal title of vehicle(s) purchased for use by TCRTA if FTA or CALTRANS grant funds are used to procure vehicle(s); and
- H.** TCRTA will either select a third-party contractor(s), or already has an agreement with a third-party contractor(s), to operate the vehicle(s) described in Appendix E of the MOU and in accordance with this Lease; and
- I.** TCRTA and/or its third-party contractor(s) agrees to operate vehicle(s) in accordance with this Lease and accepts responsibilities associated with that operation via this Lease Agreement; and
- J.** TCRTA agrees that a default under this Lease is a default under the Agreement with CITY and vice versa.

XIV. CONDITIONS

This Agreement is one of leasing only, and TCRTA shall not acquire any right, title or interest to vehicle(s) leased other than that of TCRTA. TCRTA acknowledges that the City owns (subject to any FTA or CALTRANS liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect City’s absolute ownership of any title or interest to said vehicle(s).

TCRTA shall lease and its third-party contractor agrees to operate the vehicle(s) in accordance with the service characteristics described in the TCRTA’s operating assistance grant agreement with the FTA or CALTRANS.

FTA or CALTRANS approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the City’s continuing control over the use of the vehicle(s) or the TCRTA’s continued ability to carry out public transit services.

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

TCRTA will comply with the terms, conditions and obligations included in the grant agreement executed between the City and the FTA or CALTRANS so as not to impair the City's relationship with the FTA or CALTRANS, nor cause City to be in default of any agreement with the FTA or CALTRANS. Any breach of this Agreement shall be considered a default by TCRTA.

TCRTA and its third-party contractor agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the City's title to the vehicle(s).

TCRTA shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

TCRTA agrees to review and comply with the annual FTA Certification and Assurances signed by TCRTA, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Parties agree to abide by the relevant rules and regulations provided by the FTA or CALTRANS, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

XV. REPRESENTATION AND WARRANTIES

In consideration of the City entering into this Agreement, TCRTA represents and warrants:

- C. TCRTA is in good standing under the laws of the State of California and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- D. TCRTA and its third-party contractor has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency, which authorize or empower the services to be performed by TCRTA.

XVI. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the City, subject to the lien rights of the FTA or CALTRANS. All annual registration, license fees, and safety inspection costs shall be paid by the City.

The City will maintain ownership of the vehicle(s) obtained through the grant program. The City shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XVII. INSURANCE

The Parties agree that insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the City.

Insurance shall include such coverage as required by the grant agreement between the City and the FTA or CALTRANS, and shall meet the requirements of applicable local, state and federal laws.

TCRTA shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance.

XVIII. VEHICLE MAINTENANCE

The Parties agree that the City shall, at all times and at TCRTA's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness.

TCRTA shall take all reasonable efforts to insure against theft and vandalism. TCRTA agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The City agrees to adhere to all provisions of the TCRTA's vehicle maintenance plan on file with the FTA or CALTRANS, and to any changes or addendums made to the plan.

The City shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, TCRTA's vehicle maintenance plan, and FTA or CALTRANS guidelines. The City shall be responsible for ensuring the completion of all necessary repairs.

XIX. VEHICLE OPERATION

TCRTA and its third-party contractor shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). TCRTA shall provide the City with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. TCRTA and its third-party contractor shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

TCRTA and its third-party contractor shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XX. LEASE TERM

This lease shall continue in effect until:

- A. The City transfers the vehicles to TCRTA; and
- B. TCRTA is responsible for insuring the vehicles; or
- C. Cancelled by either party in accordance with the Agreement.

XXI. LEASE FEE

The lease fee shall be one dollar per year, payable annually in arrears.

XXII. FEDERAL REQUIREMENTS

The Parties recognize that many federal requirements apply to rolling stock procurements utilizing federal funds. Certain of those federal requirements will remain the responsibility of City throughout the term of the lease of vehicles to TCRTA. Other requirements will flow through to TCRTA and its third-party contractor. The following generally summarizes those requirements and the parties responsible for compliance with them.

D. Satisfactory Continuing Control

The City shall at all times maintain control over real property, facilities, and equipment and ensure that they are used for the purpose it was acquired as long as needed, whether or not the program project continues to be supported by federal funds (FTA Circular 5010.1E). CITY exercises continuing control demonstrated by City oversight of TCRTA and its use of the federally funded property which is described in the provisions of the Agreement and this lease.

E. Drug and Alcohol Testing

TCRTA and its third-party contractor agrees to provide drug and alcohol testing of all its employees as required under Federal law. TCRTA and its third-party contractor are subject FTA's drug and alcohol testing rules encompassed in 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

F. Records

The City and TCRTA shall maintain full and accurate copies of records of costs expended with regard to all matters covered by this Lease. All such material and data shall be retained for five years from the date of the Vehicle's disposition, replacement or transfer at FTA's direction. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records must be maintained for the longer of three years after completion of the action and resolution of all issues that arise from it or the time remaining in the original retention period.

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XXIII. INDEMNIFICATION

City agrees to indemnify and hold harmless TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of City, its employees or agents.

TCRTA agrees to indemnify and hold harmless City, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA, its employees or agents.

It is the intent of the Parties that TCRTA's third-party contractor will indemnify and hold harmless City and TCRTA, its employees, or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TCRTA's third-party contractor, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries arising out of the performance of this MOU. This indemnification clause shall apply to all damages or claims for damages suffered by TCRTA's operations regardless of if any insurance is applicable or not.

XXIV. FURTHER ASSURANCES

The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be necessary required in order to carry out the provisions of this Lease and the intentions of the parties.

XXV. MANUAL OR ELECTRONIC SIGNATURES

The Parties may sign this Services Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Services Agreement and to have the same force and effect as a manual signature. For purposes of this Services Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Services Agreement and executed and adopted by a Party with the intent to sign this Services Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

Appendix C –TRANSIT VEHICLES LEASE AGREEMENT

XXVI. CONTERPART SIGNATURES

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

CITY OF PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Public Works Director

Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel

TRANSDEV SERVICES, INC.

By: _____

Title:

Appendix D – COORDINATED RESOURCES

Vehicles listed in the shaded area are to be used for coordinated services.

VEHICLE SCHEDULE																		
JPA	Name	Vehicle #	Type	Year	Make	Model	VIN	Seating	Actual Cash Value	Replacement Cost	Valuation Type	Usage	Coverage Type	Deductible	Physical Damage Coverage	Miles	Status	Added Date
CalTIP	City of Porterville	8103	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR799374	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1453	Revenue	05/21/2020
CalTIP	City of Porterville	8104	Van	2019	BRAUN	ENTERVAN	2C7WDGBG5KR799397	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8105	Van	2019	BRAUN	ENTERVAN	2C7WDGBG7KR799398	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8106	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR801012	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8107	Van	2019	BRAUN	ENTERVAN	2C7WDGBG2KR801042	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8108	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801044	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8109	Van	2019	BRAUN	ENTERVAN	2C7WDGBG2KR801056	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8110	Van	2019	BRAUN	ENTERVAN	2C7WDGBG3KR801065	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8111	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801139	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020
CalTIP	City of Porterville	8112	Bus	2020	Ford	Transit	1FBVU4X84LKA46151	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8113	Bus	2020	Ford	Transit	1FBVU4X86LKA46152	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8114	Bus	2020	Ford	Transit	1FBVU4X89LKB07610	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8115	Bus	2020	Ford	Transit	1FBVU4X80LKB07611	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8116	Bus	2020	Ford	Transit	1FBVU4X82LKB07612	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8117	Bus	2020	Ford	Transit	1FBVU4X84LKB07613	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8118	Bus	2020	Ford	Transit	1FBVU4X86LKB07614	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8119	Bus	2020	Ford	Transit	1FBVU4X82LKA63949	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8120	Bus	2020	Ford	Transit	1FBVU4X88LKA85065	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8121	Bus	2020	Ford	Transit	1FBVU4X8X1KA85066	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8122	Bus	2020	Ford	Transit	1FBVU4X81LKA85067	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8123	Bus	2020	Ford	Transit	1FBVU4X87LKA97126	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020
CalTIP	City of Porterville	8167	Van	2006	Chevrolet	Uplander Amerivan	1GBDV13L66D200854	6	\$ 3,500	\$ 41,269	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	125918	Backup	06/08/2006
CalTIP	City of Porterville	8168	Bus	2007	El Dorado	E-Z Rider II Max	1N9MNAABG68C084001	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	437385	Backup	08/17/2007
CalTIP	City of Porterville	8169	Bus	2007	El Dorado	EZ Rider II Max	1N9MNAABGXC084115	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	411950	Backup	01/09/2008
CalTIP	City of Porterville	8170	Bus	2007	El Dorado	EZ Rider II Max	1N9MNAABG18C084116	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	430100	Backup	01/15/2008
CalTIP	City of Porterville	8171	Bus	2007	El Dorado	EZ Rider II Max	1N9MNAABG38C084117	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	439520	Backup	01/15/2008
CalTIP	City of Porterville	8172	Van	2007	Chevrolet	Uplander Amerivan	1GBDV131X7D179989	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	131488	Backup	08/17/2007
CalTIP	City of Porterville	8173	Van	2007	Chevrolet	Uplander Amerivan	1GBDV13127D180389	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	156142	Backup	08/17/2007
CalTIP	City of Porterville	8175	Bus	2010	El Dorado	E-Z Rider II Max	1N9MNALGXAC084183	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	502077	Revenue	03/11/2010
CalTIP	City of Porterville	8176	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG3AC084302	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	516042	Revenue	09/14/2010
CalTIP	City of Porterville	8177	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG5AC084303	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	491714	Revenue	09/14/2010
CalTIP	City of Porterville	8178	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG7AC084304	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	529237	Revenue	09/14/2010
CalTIP	City of Porterville	8179	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG9AC084305	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	489346	Revenue	09/14/2010
CalTIP	City of Porterville	8183	Van	2008	Chevrolet	Amerivan	1GBDV13W38D199563	6	\$ 3,500	\$ 43,000	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	138605	Backup	04/06/2009
CalTIP	City of Porterville	8184	Bus	2009	Starcraft	Allstar Type 3	1FDFFE45P19DA29971	15	\$ 50,697	\$ 168,989	Actual Cash Value	Fixed Route	Yes	\$10,000	No	145545	Backup	12/01/2012
CalTIP	City of Porterville	8187	Bus	2013	Champion	EZ Street	1FDFFE4F5DDA05796	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	90392	Revenue	04/01/2013
CalTIP	City of Porterville	8188	Bus	2013	Champion	EZ Street	1FDFFE4F5DDA05797	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	93852	Revenue	04/01/2013
CalTIP	City of Porterville	8189	Bus	2013	Champion	EZ Street	1FDFFE4F5DDA05798	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	73105	Revenue	04/01/2013
CalTIP	City of Porterville	8190	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG0EC084084	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	405986	Revenue	12/09/2013
CalTIP	City of Porterville	8191	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG2EC084085	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	429842	Revenue	12/23/2013
CalTIP	City of Porterville	8192	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG4FC084056	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	363648	Revenue	06/01/2015
CalTIP	City of Porterville	8193	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG6FC084057	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	350997	Revenue	06/01/2015
CalTIP	City of Porterville	8200	Bus	2018	GreenPower	EV350	1G9TP1DH3JP492004	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	25850	Revenue	04/01/2018
CalTIP	City of Porterville	8201	Bus	2018	GreenPower	EV350	1G9TP1DH5JP492005	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	14209	Revenue	04/01/2018
CalTIP	City of Porterville	8202	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492007	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	15851	Revenue	09/13/2018
CalTIP	City of Porterville	8203	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492008	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	16024	Revenue	09/13/2018
CalTIP	City of Porterville	8204	Bus	2018	GreenPower	EV350	1G9TP1EH9JP492006	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	8245	Revenue	09/13/2018
CalTIP	City of Porterville	8205	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	13172	Revenue	12/10/2019
CalTIP	City of Porterville	8206	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492012	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	7198	Revenue	12/10/2019
CalTIP	City of Porterville	8207	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	3222	Revenue	12/10/2019
CalTIP	City of Porterville	8208	Bus	2018	GreenPower	EV350	1G9TP1EH8JP492014	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	7211	Revenue	12/10/2019
CalTIP	City of Porterville	8209	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492010	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	3046	Revenue	12/10/2019

Appendix E – CITY VEHICLES TO TRANSFER TO TCRTA

VEHICLE SCHEDULE																			
JPA	Name	Vehicle #	Type	Year	Make	Model	VIN	Seating	Actual Cash Value	Replacement Cost	Valuation Type	Usage	Coverage Type	Deductible	Physical Damage Coverage	Miles	Status	Added Date	
CalTIP	City of Porterville	8103	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR799374	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1453	Revenue	05/21/2020	
CalTIP	City of Porterville	8104	Van	2019	BRAUN	ENTERVAN	2C7WDGBG5KR799397	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8105	Van	2019	BRAUN	ENTERVAN	2C7WDGBG7KR799398	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8106	Van	2019	BRAUN	ENTERVAN	2C7WDGBG4KR801012	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8107	Van	2019	BRAUN	ENTERVAN	2C7WDGBG2KR801042	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8108	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801044	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8109	Van	2019	BRAUN	ENTERVAN	2C7WDGBG2KR801056	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8110	Van	2019	BRAUN	ENTERVAN	2C7WDGBG3KR801065	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8111	Van	2019	BRAUN	ENTERVAN	2C7WDGBG6KR801139	5	\$ 44,290	\$ 50,617	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	1500	Revenue	05/21/2020	
CalTIP	City of Porterville	8112	Bus	2020	Ford	Transit	1FBVU4X84LKA46151	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8113	Bus	2020	Ford	Transit	1FBVU4X86LKA46152	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8114	Bus	2020	Ford	Transit	1FBVU4X89LKB07610	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8115	Bus	2020	Ford	Transit	1FBVU4X80LKB07611	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8116	Bus	2020	Ford	Transit	1FBVU4X82LKB07612	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8117	Bus	2020	Ford	Transit	1FBVU4X84LKB07613	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8118	Bus	2020	Ford	Transit	1FBVU4X86LKB07614	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8119	Bus	2020	Ford	Transit	1FBVU4X82LKA63949	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8120	Bus	2020	Ford	Transit	1FBVU4X88LKA85065	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8121	Bus	2020	Ford	Transit	1FBVU4X8XLA85066	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8122	Bus	2020	Ford	Transit	1FBVU4X81LKA85067	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8123	Bus	2020	Ford	Transit	1FBVU4X87LKA97126	9	\$ 174,000	\$ 174,000	Actual Cash Value	DialARide/Paratransit	Yes	\$5,000	Yes	500	Revenue	12/03/2020	
CalTIP	City of Porterville	8167	Van	2006	Chevrolet	Uplander Amerivan	1GBDV13L66D200854	6	\$ 3,500	\$ 41,269	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	125918	Backup	06/08/2006	
CalTIP	City of Porterville	8168	Bus	2007	El Dorado	E-Z Rider II Max	1N9MNA8G68C084001	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	437385	Backup	08/17/2007	
CalTIP	City of Porterville	8169	Bus	2007	El Dorado	EZ Rider II Max	1N9MNA8G8C084115	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	411950	Backup	01/09/2008	
CalTIP	City of Porterville	8170	Bus	2007	El Dorado	EZ Rider II Max	1N9MNA8G18C084116	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	430100	Backup	01/15/2008	
CalTIP	City of Porterville	8171	Bus	2007	El Dorado	EZ Rider II Max	1N9MNA8G38C084117	28	\$ 32,878	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	439520	Backup	01/15/2008	
CalTIP	City of Porterville	8172	Van	2007	Chevrolet	Uplander Amerivan	1GBDV131X7D179989	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	131488	Backup	08/17/2007	
CalTIP	City of Porterville	8173	Van	2007	Chevrolet	Uplander Amerivan	1GBDV13127D180389	6	\$ 3,500	\$ 41,513	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	156142	Backup	08/17/2007	
CalTIP	City of Porterville	8175	Bus	2010	El Dorado	E-Z Rider II Max	1N9MNALGXAC084183	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	502077	Revenue	03/11/2010	
CalTIP	City of Porterville	8176	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG3AC084302	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	516042	Revenue	09/14/2010	
CalTIP	City of Porterville	8177	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG5AC084303	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	491714	Revenue	09/14/2010	
CalTIP	City of Porterville	8178	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG7AC084304	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	529237	Revenue	09/14/2010	
CalTIP	City of Porterville	8179	Bus	2010	El Dorado	EZ Rider II MAX	1N9MNALG9AC084305	28	\$ 131,511	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	489346	Revenue	09/14/2010	
CalTIP	City of Porterville	8183	Van	2008	Chevrolet	Amerivan	1GBDV13W38D199563	6	\$ 3,500	\$ 43,000	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	138605	Backup	04/06/2009	
CalTIP	City of Porterville	8184	Bus	2009	Starcraft	Allstar Type 3	1FDFFE45P19DA29971	15	\$ 5,000	\$ 90,000	Actual Cash Value	Fixed Route	Yes	\$10,000	No	145545	Backup	12/01/2012	
CalTIP	City of Porterville	8187	Bus	2013	Champion	EZ Street	1FDFFE4F5DDA05796	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	90392	Revenue	04/01/2013	
CalTIP	City of Porterville	8188	Bus	2013	Champion	EZ Street	1FDFFE4F5DDA05797	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	93852	Revenue	04/01/2013	
CalTIP	City of Porterville	8189	Bus	2013	Champion	EZ Street	1FDFFE4F5DDA05798	15	\$ 50,697	\$ 168,989	Actual Cash Value	DialARide/Paratransit	Yes	\$10,000	No	73105	Revenue	04/01/2013	
CalTIP	City of Porterville	8190	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG0E0C084084	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	405986	Revenue	12/09/2013	
CalTIP	City of Porterville	8191	Bus	2013	El Dorado	E-Z Rider II	1N9MNALG2E0C084085	28	\$ 230,145	\$ 460,289	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	429842	Revenue	12/23/2013	
CalTIP	City of Porterville	8192	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG4FC084056	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	363648	Revenue	06/01/2015	
CalTIP	City of Porterville	8193	Bus	2015	El Dorado	EZ Rider II MAX	1N9MNALG6FC084057	28	\$ 317,111	\$ 493,284	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	350997	Revenue	06/01/2015	
CalTIP	City of Porterville	8200	Bus	2018	GreenPower	EV350	1G9TP1DH3JP492004	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	25850	Revenue	04/01/2018	
CalTIP	City of Porterville	8201	Bus	2018	GreenPower	EV350	1G9TP1DH5JP492005	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	14209	Revenue	04/01/2018	
CalTIP	City of Porterville	8202	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492007	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	15851	Revenue	09/13/2018	
CalTIP	City of Porterville	8203	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492008	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	16024	Revenue	09/13/2018	
CalTIP	City of Porterville	8204	Bus	2018	GreenPower	EV350	1G9TP1EH9JP492006	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	8245	Revenue	09/13/2018	
CalTIP	City of Porterville	8205	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	13172	Revenue	12/10/2019	
CalTIP	City of Porterville	8206	Bus	2018	GreenPower	EV350	1G9TP1EH4JP492012	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	7198	Revenue	12/10/2019	
CalTIP	City of Porterville	8207	Bus	2018	GreenPower	EV350	1G9TP1EH2JP492011	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	3222	Revenue	12/10/2019	
CalTIP	City of Porterville	8208	Bus	2018	GreenPower	EV350	1G9TP1EH8JP492014	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	7211	Revenue	12/10/2019	
CalTIP	City of Porterville	8209	Bus	2018	GreenPower	EV350	1G9TP1EH0JP492010	38	\$ 728,571	\$ 850,000	Actual Cash Value	Fixed Route	Yes	\$10,000	Yes	3046	Revenue	12/10/2019	

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P1 and P3		Putnam and 3rd	-119.014	36.069				X
P1 and P3		Plano and Murry	-119.010	36.069				X
P1 and P3		Plano and Garden	-119.009	36.067				X
P1		South County Justice Center	-119.012	36.065			X	X
P1		Olive Ave. and D Str.	-119.019	36.065				X
P1		Olive Ave. and H St.	-119.024	36.066				
P1		Olive Ave. and Jaye St.	-119.027	36.066				X
P1		Olive Ave. and Villa St.	-119.030	36.066				X
P1		Olive Ave. and Cottage	-119.033	36.066				X
P1		Olive Ave. and Wisconsin	-119.038	36.066				
P1		Olive Ave. and Dameron	-119.045	36.066			X	X
P1		Town and Country	-119.048	36.066				X
P1		Olive and Lotas	-119.052	36.066				X
P1		Olive Ave. and Salisbury	-119.058	36.066				X
P1		Olive Ave. and Mathew	-119.063	36.066				X
P1		Olive Ave. and Westwood	-119.069	36.066			X	X
P1		Westwood St. and Garden Ave.	-119.071	36.067				X
P1		Westwood St. and W. Putnam Ct.	-119.071	36.069				X
P1		Westwood St. and Morton Ave.	-119.070	36.073				X
P1		Morton Ave. and Argyle	-119.065	36.073			X	X
P1		Morton Ave. and Belmont	-119.058	36.073				
P1		Morton Ave. and Lotas	-119.052	36.073				X
P1		Mission Mobile Homes	-119.048	36.073				X
P1		Morton Ave. and Douglas	-119.042	36.073				X
P1		Morton Ave. and Porter	-119.038	36.073				
P1		N. Indiana and W. Thurman Ave.	-119.035	36.072				
P1		Putnam and Cottage	-119.033	36.070				X
P1		Sierra View Medical Center	-119.028	36.070			X	
P1		Morton Ave. and Pearson Dr.	-119.027	36.073				X
P1		Bartlett Middle School	-119.024	36.073			X	X
P1		Morton Ave. and G St.	-119.021	36.073				X
P1		Porterville Museum	-119.018	36.070				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P2		Hockett and Thurman	-119.017	36.071				
P2		Main St. and North	-119.017	36.076			X	
P2		Henderson and G St.	-119.023	36.080				X
P2		Henderson and Jaye	-119.026	36.081				X
P2		Henderson and Villa	-119.029	36.081				
P2		Henderson and Indiana	-119.036	36.081			X	X
P2		Henderson at Burger King	-119.040	36.081				X
P2		Henderson and Prospect	-119.045	36.081				
P2		Henderson at Monache High School	-119.048	36.081			X	X
P2		Henderson and Newcomb	-119.052	36.081				X
P2		Henderson and Patsy	-119.056	36.080				X
P2		Henderson and Belmont	-119.059	36.080				X
P2		Henderson and Balmayne	-119.064	36.080				X
P2		Westwood and Henderson	-119.071	36.081			X	X
P2		Westwood and Luisa	-119.071	36.085				X
P2		Westfield and Westwood	-119.070	36.088				
P2		Westfield and Lombardi	-119.066	36.088				X
P2		Westfield and Mathew	-119.062	36.088				X
P2		Westfield and Lu Ann	-119.057	36.088				X
P2		Westfield and Newcomb	-119.053	36.088				X
P2		Westfield and Atkins	-119.047	36.088				X
P2		Westfield and Cobb	-119.042	36.088				X
P2		Westfield and Milo	-119.037	36.088				X
P2		Monte Vista School	-119.032	36.087				X
P2		Main and Highland Dr.	-119.022	36.082				X
P2		Main St. and Danner	-119.019	36.079				X
P2		Main St. and Belleveu	-119.016	36.075			X	X
P1 and P2		Porterville Museum	-119.018495	36.07036				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P1 and P3		Putnam and 3rd	-119.014	36.069				
P1 and P3		Plano and Murry	-119.010	36.069				
P1 and P3		Plano and Garden	-119.009	36.067				
P3		S. Plano at Vallarta	-119.008	36.064			X	X
P3		S. Plano and Andres	-119.008	36.062				X
P3		E. Date and Plano	-119.007	36.058				X
P3		E. Date and S. Park St.	-119.003	36.058				X
P3		E. Date and Leggett	-118.999	36.058				
P3		E. Date and Ruth	-118.993	36.058				X
P3		E. Springville and W St.	-118.989	36.055				
P3		E. Springville and Conner	-118.986	36.055				X
P3		E. Springville and S. Sunset St.	-118.982	36.055				
P3		E. Springville and E. Success Dr.	-118.976	36.055				X
P3		E. Springville and Page	-118.972	36.055				X
P3		E. Springville and Bennett St.	-118.967	36.055				X
P3		Doyle and E. Springville	-118.964	36.055				X
P3		Alta Vista School	-118.966	36.059				X
P3		Crabtree and Page	-118.972	36.059				X
P3		Crabtree and Tulsa	-118.978	36.059				X
P3		Holcomb and Tyler	-118.982	36.060				X
P3		Holcomb and Roby	-118.982	36.062				X
P3		Granit Hills High School	-118.982	36.066			X	X
P3		E. Olive and Conner	-118.987	36.066				X
P3		E. Olive and Hillcrest	-118.990	36.066				X
P3		Crestview and E. Putnam	-118.995	36.069				X
P3		E. Putnam and Leggett	-118.999	36.069				X
P3		E. Putnam and Esther St.	-119.007	36.069				X
P3		E. Putnam and 3rd	-119.013	36.069			X	X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P4		Orange and B St.	-119.014	36.061				X
P4		Santa Fe School	-119.010	36.060				X
P4		S. Plano and River	-119.008	36.057				X
P4		S. Plano and Chase	-119.008	36.054			X	X
P4		Vandalia School	-119.012	36.049				X
P4		Porterville College	-119.017	36.048			X	X
P4		Big Stump Trailer Park	-119.017	36.055				X
P4		S. Main St. and E. Locust Ave.	-119.016	36.060				X
P4		S. Main St. and Vine	-119.016	36.064				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P5		Burton Elementary School	-119.070	36.073			X	X
P5		D and Thurman	-119.018	36.072				X
P5		Galaxy 9 Theaters	-119.037	36.080			X	
P5		Government Plaza	-119.041	36.080			X	X
P5		Henderson and Balmoral	-119.062	36.080				X
P5		Henderson and Jaye	-119.026	36.080				X
P5		Henderson and Kinsington	-119.068	36.080				X
P5		Henderson and Newcomb	-119.052	36.080			X	
P5		Henderson and Patsy	-119.056	36.080			X	X
P5		Henderson and Villa	-119.030	36.080				X
P5		Henderson at Zalud Park	-119.022	36.080				X
P5		Morton Ave. and Carmelita	-119.029	36.073				X
P5		Morton Ave. and Cottage	-119.032	36.073				X
P5		Morton Ave. and Douglas	-119.042	36.073			X	X
P5		Morton Ave. and El Granito	-119.022	36.073				X
P5		Morton Ave. and Gary	-119.066	36.073				X
P5		Morton Ave. and Kessing	-119.025	36.073				X
P5		Morton Ave. and Mathew	-119.062	36.073				X
P5		Morton Ave. and Newcomb	-119.052	36.073			X	X
P5		Morton Ave. and Prospect	-119.045	36.073			X	X
P5		Morton Ave. and Salisbury	-119.057	36.073				X
P5		Social Security Office	-119.037	36.073			X	X
P5		Target Shopping Center	-119.046	36.080			X	X
P5		Westwood and Kanai	-119.071	36.077				X
P5		Westwood and Kings Cross Way	-119.071	36.079				X

Appendix F – CITY RIDER FACILITIES

Route	Stop #	Stop Name	Point X	Point Y	Trash Can	Shelter	PV Shelter	Pole Lighting
P6		Putnam and G St.	-119.023	36.070				X
P6		Sierra View Medical Center	-119.026	36.069			X	X
P6		Jaye St. and Orange	-119.026	36.061				X
P6		Jaye St. and Springville	-119.026	36.056				X
P6		W. Springville Drive	-119.028	36.055				X
P6		W. Springville Drive and Chess Terrace	-119.033	36.055				X
P6		Indiana and Springville	-119.035	36.055				X
P6		W. Vandalia Ave.	-119.034	36.052				X
P6		Lowes Shopping Center	-119.028	36.052			X	
P6		Family Health Care	-119.042	36.051				X
P6		S. Prospect and W. Brown Ave.	-119.044	36.048				X
P6		Holiday Inn Express	-119.025	36.050				X
P6		H St. and Montgomery	-119.023	36.051			X	
P6		Home Depot	-119.026	36.054				X
P6		Jaye St. and Date	-119.026	36.058			X	X
P6		Orange and G St.	-119.023	36.061				
P6		E St. and Date	-119.020	36.058				X
P6		F St. and Olive Ave.	-119.021	36.065				X

Appendix G – FURNITURE AND EQUIPMENT

- 2 Desks and 2 Chairs located at the Porterville Transit Center
- Genfare Fare Collection Equipment
- Genetec Security System
- 2-Way Radio's and Base Station