

TULARE COUNTY REGIONAL TRANSIT AGENCY SUBCOMMITTEES

APRIL 5, 2021, 1:00-3:00 P.M.

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

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

Zoom Meeting | Direct Link: <https://us02web.zoom.us/j/86088775988?pwd=eWFJUU0JCVFUwMTkSS3FnMU5pQXl5QT09>

Toll Free Call in: (888) 475-4499 | **Meeting ID:** 860 8877 5988 | **Passcode:** 920816

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.

NOTICE TO THE PUBLIC **PUBLIC COMMENT PERIOD**

During public comment period, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCRTA Subcommittees 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.

TULARE COUNTY REGIONAL TRANSIT AGENCY POLICY COMMITTEE

- 1. CALL TO ORDER, WELCOME, AND ROLL CALL**
- 2. PUBLIC COMMENTS**

3. **ACTION: APPROVE MINUTES** (Pages 1-6)
 4. **DISCUSSION: FARE FREE STRATEGIES** (Pages 7-8)
 5. **DISCUSSION: TRANSIT FUNDING AND REGIONAL PROJECT PLANNING** (Pages 9-10)
 6. **DISCUSSION: TRANSFER OF TRANSIT SERVICES** (Pages 11-12)
 7. **ACTION: ADJOURN**
Adjourn as the TCRTA Policy Committee and convene as the TCRTA Finance Committee.
-

TULARE COUNTY REGIONAL TRANSIT AGENCY FINANCE COMMITTEE

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1. **ROLL CALL**
 2. **ACTION: APPROVE MINUTES OF DECEMBER-FEBRUARY** (Pages 1-6)
 3. **DISCUSSION: TRANSIT FUNDING OPPORTUNITIES** (Pages 13-14)
 4. **DISCUSSION: FY 2020-2021 YEAR END ACTIVITIES** (Pages 15-16)
 5. **DISCUSSION: FY 2021-2022 BUDGET, STAFFING PLAN, PRIORITY PROJECTS** (No Page)
 6. **DISCUSSION: MICROTRANSIT SERVICE AGREEMENT** (Pages 17-36)
 7. **ACTION: ADJOURN**
Adjourn as the TCRTA Finance Committee and convene as the TCRTA Technical Operations Committee.
-

TULARE COUNTY REGIONAL TRANSIT AGENCY TECHNICAL OPERATIONS COMMITTEE

1. **ROLL CALL**
2. **ACTION: APPROVE MINUTES** (Pages 1-6)
3. **PRESENTATION: UBER TECHNOLOGIES** (Pages 37-38)

4. **PRESENTATION: CALIFORNIA INTEGRATED TRAVEL PROJECT** (Pages 39-40)
5. **DISCUSSION: SUSTAINABLE TRANSPORTATION PLANNING GRANT** (Page 41)
6. **ACTION: ADJOURN**
Adjourn as the TCRTA Technical Operations Committee.

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Subcommittees will be held on Monday, May 3, 2021 at 1:00 p.m. at the Tulare County Association of Governments, via Zoom 210 N. Church St. Suite B, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

AD HOC & SUBCOMMITTEES

AD HOC –EXECUTIVE DIRECTOR SEARCH

Greg Gomez
Eddie Valero
Jose Sigala

POLICY COMMITTEE

Jose Sigala
Monte Reyes
Eddie Valero

TECHNICAL OPERATION COMMITTEE

Greg Gomez
Armando Longoria
Eddie Valero

FINANCE COMMITTEE

Kuldip Thusu
Monte Reyes
Rudy Mendoza

TCRTA STAFF

OFFICE INFORMATION

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

Tulare County Association of Governments

210 N. Church Street, Suite B

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TULARE COUNTY REGIONAL TRANSIT AGENCY SUBCOMMITTEE MINUTES

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

TULARE COUNTY REGIONAL TRANSIT AGENCY POLICY COMMITTEE

Members Present: Reyes, Sigala, and Valero
Staff Present: Elizabeth Forte, Rich Tree, Ted Smalley, Holly Gallo,
Brideget Moore, Amie Kane and Servando Quintanilla Jr.

- 
1. **CALL TO ORDER, WELCOME, AND ROLL CALL**
Chair Sigala welcomed everyone and called the January 25, 2021 meeting to order at 2:31 p.m.
 2. **PUBLIC COMMENT**
None
 3. **APPROVE MINUTES OF JANUARY 25, 2020**
All members unanimously approved minutes
 4. **COMMITTEE TOPICS**
 - a. **Draft FTA Drug and Alcohol Policy**
Mr. Tree explained that a Drug and Alcohol Policy was a requirement to be a FTA grantee and went over the details of the policy.
 - b. **Update on Title VI and Procurement Policies**
Mr. Tree gave an update on the Title VI policy and with the help of TCAG staff would draft a Title VI policy for TCRTA. Mr. Tree stated that TCAG staff had experience drafting FTA Procurement Policies and would work with TCAG staff to create a TCRTA Procurement Policy.
 5. **ADJOURN**
The meeting adjourned at 3:00 p.m.
-

TULARE COUNTY REGIONAL TRANSIT AGENCY

FINANCE COMMITTEE

Members Present: Kuldip Thusu, Rudy Mendoza

Alternates Present:

Staff Present: Ted Smalley, Elizabeth Forte, Rich Tree, Brideget Moore

1. CALL TO ORDER, WELCOME AND ROLL CALL

The meeting was called to order at 2:04 p.m.

2. PUBLIC COMMENT

No public comments were heard.

3. ACTION: APPROVE MINUTES OF DECEMBER 8, 2020, JANUARY 5, 2021 MEETING

This item was tabled until the next meeting.

4. COMMITTEE TOPICS

a. FTA SUB-ALLOCATION METHODOLOGY

Mr. Tree inquired about any questions regarding the budget of any members present. Member Mendoza asked about how the committee arrived at the salary and benefits package for the Executive Director position for TCRTA. Mr. Tree provided a history on how those decisions were made and stated that he and TCAG staff would send back up documentation to Mr. Mendoza.

Mr. Tree went on to discussed FTA Methodology; describing how the funding goes through TCAG. He stated that the formula could be revisited from time to time and that they have asked TCAG to do so. He discussed how this was slightly different and that FTA-UZA was a local decision and they would decide what is best for the local area. Additionally, he discussed the letter drafted to TCAG.

Ms. Forte detailed what the methodology might look like locally. Mr. Tree discussed potential changes being made before the next fiscal year, revenue split, mobile ticketing, and some of the challenges for Tulare County such as unbanked residents.

b. FUNDING STRATEGIES FOR REGIONAL FARE SYSTEM

Discussion ensued regarding modes of service and microtransit service. Mr. Tree shared that Porterville was piloting the service and that it would be on the TCAG Board agenda the following Monday. Additionally, they discussed some components of the project, such as funding, and project areas and Mr. Tree stated that it would bring the budget to Finance committee after approval.

c. FUNDING STRATEGIES FOR ON-DEMAND AND NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES

Mr. Tree discussed a recent meeting with Family Health Care Network, discussing rides to health care sites and potential future partnerships.

Member Thusu mentioned Anthem and Valley Health Team, per patient per month contracts and discussed that they would reach out the TCRTA. He asked TCRTA to reach out to United Health care as well.

d. WOODLAKE AND CITY OF TULARE SERVICE REQUEST

Mr. Tree stated that three transit service requests have been received from three agencies: Woodlake, Dinuba and Tulare. He stated that they have met with Woodlake City Manager to understand the scope of work, desires and what they want to see. Using a model from consultants, they had begun to draft an agreement to transfer responsibilities from Woodlake to TCRTA. Mr. Tree stated that they would look at each agency case by case with a goal to transition starting July 1st, the beginning of the fiscal year. He stated that they had sent a draft to Woodlake for review and then it would go to County Counsel and Woodlake's Counsel.

Discussion ensued regarding existing contracts for respective agencies and time frame for transfer.

Mr. Mendoza requested to have for unmet needs, an assessment of which riders are using cards vs. cash and possibly survey regularly.

5. ADJOURN

TULARE COUNTY REGIONAL TRANSIT AGENCY TECHNICAL OPERATIONS COMMITTEE

Members Present:

Alternates Present: Armando Longoria

Staff Present: Elizabeth Forte, Rich Tree, Ted Smalley, Holly Gallo and Servando Quintanilla Jr.

1. CALL TO ORDER

Alternate Member Longoria welcomed everyone and called the February 11, 2021 meeting to order at 3:10 p.m.

2. Welcome and Introductions

3. PUBLIC COMMENTS

None

4. APPROVAL OF JANUARY 14, 2021 MINUTES

Members unanimously approved minutes.

DISCUSSION ITEMS:

A. SUSTAINABLE PLANNING GRANT

Mr. Tree gave an update on the Short Rang Transit Planning Grant application for TCRTA. This plan had a five-year horizon covering fiscal years 2022-2027 and one thing to note was that this would be built upon member agency plans. Applications were due on February 12, 2021 to Caltrans and awards would be expected around the end of fiscal year.

B. CMAQ PROJECT (Uber microtransit)

Mr. Tree stated that staff had applied for a grant that would serve as the on-demand service also known as micro transit service. Depending on funding award there would be a three-year pilot project serving the micro transit program in the communities of Dinuba,

Exeter, Farmerville, Lindsay, and Woodlake also another component of this program would be to purchase zero emission vehicles.

C. WOODLAKE & CITY OF TULARE SERVICE REQUEST

Mr. Tree gave an update on the request from three agencies City of Tulare, City of Dinuba, and City of Woodlake of when TCRTA would take over of transit services such as administration and operational responsibilities.

D. REGIONAL FARE SYSTEM DISCUSSION

Mr. Tree gave an update on the Regional Fare System and that Transit Forum had met and voiced their concerns on the progress of the fare system and why it was taking so long to develop.

E. NON-EMERGENCY MEDICAL TRANSPORTATION

Mr. Tree stated that he had discussed with a consultant about Mr. Thusu's request for non-emergency medical transportation and would continue to gather more information.

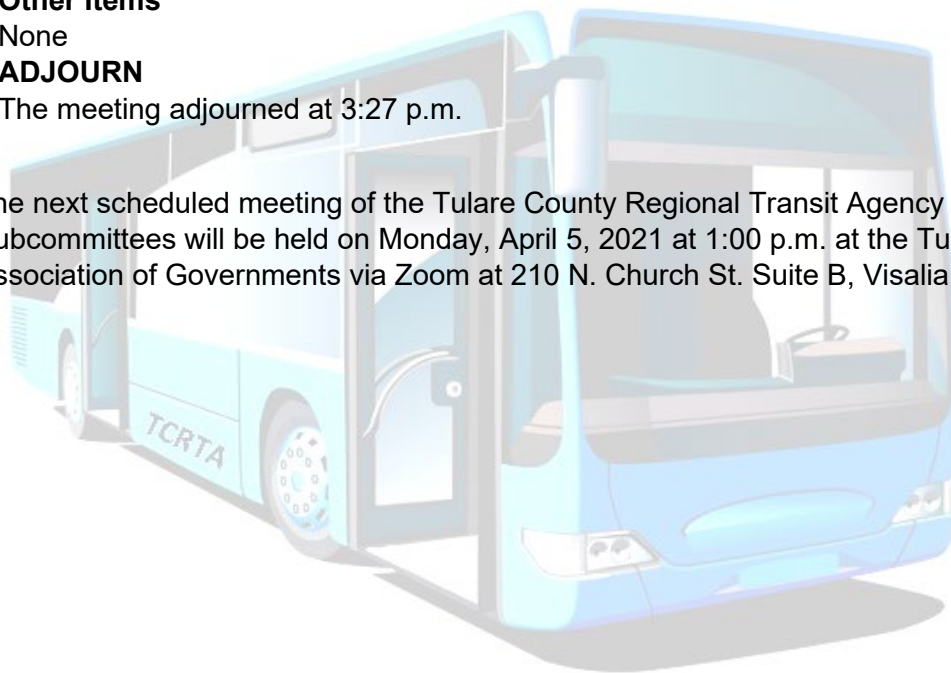
F. Other Items

None

5. ADJOURN

The meeting adjourned at 3:27 p.m.

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Subcommittees will be held on Monday, April 5, 2021 at 1:00 p.m. at the Tulare County Association of Governments via Zoom at 210 N. Church St. Suite B, Visalia, CA 93291.



TULARE COUNTY REGIONAL TRANSIT AGENCY

AD HOC & SUBCOMMITTEES

AD HOC –EXECUTIVE DIRECTOR SEARCH

Greg Gomez
Eddie Valero
Jose Sigala

POLICY COMMITTEE

Jose Sigala
Monte Reyes
Eddie Valero

TECHNICAL OPERATION COMMITTEE

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Armando Longoria
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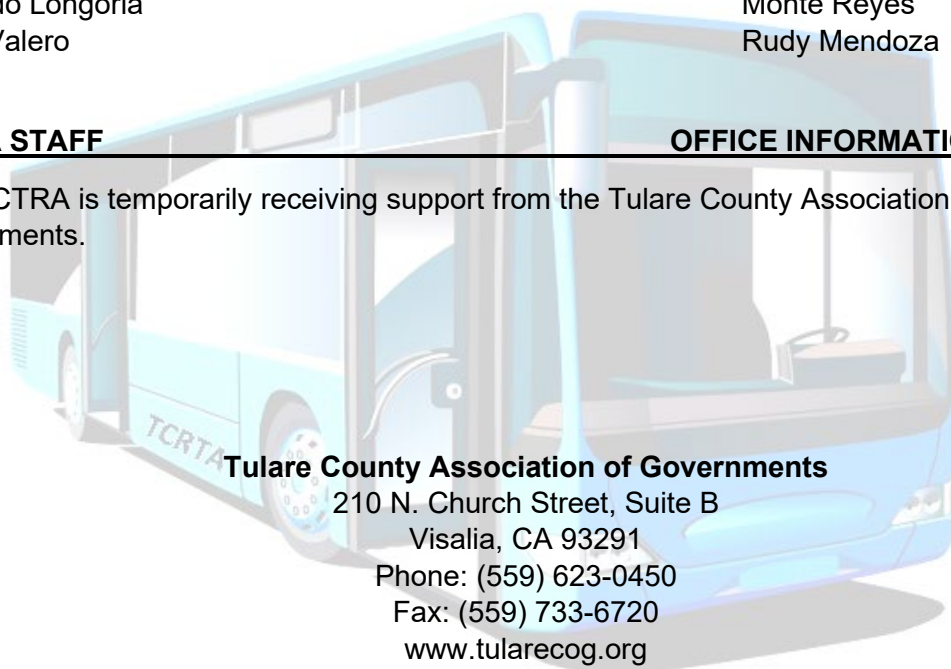
FINANCE COMMITTEE

Kuldip Thusu
Monte Reyes
Rudy Mendoza

TCRTA STAFF

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TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

POLICY - AGENDA ITEM 4

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Fare Free Strategies

DISCUSSION:

Staff will be discussing two fare free programs that TCRTA will be applying for funding:

1) Low Carbon Transit Operations Program and 2) San Joaquin Valley Air Pollution Control District Public Transportation Subsidy and Park & Ride Lots.

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862.

The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

For Fiscal Year 2020-2021, TCRTA authorized member agencies to contribute their apportionments to expand the current Fare Free Program (18 and Younger). The total cost of the project is \$360,698 and the member agency contributing amounts are below:

County of Tulare	\$192,746
City of Porterville	\$65,345
City of Tulare	\$69,087
City of Dinuba	\$25,458
City of Woodlake	\$8,062

The project is expected to start July 1, 2021 and will offer free fares on fixed routes to youth 18 Years and Younger and senior 65 and over. The project will also offer free fares on demand response to ADA certified passengers. Free fares will be offered to all eligible riders who board the transit systems operated by the Cities of Tulare, Dinuba,

Porterville, Woodlake and Tulare County Area Transit service areas to encourage ridership during and after the COVID-19 pandemic.

Using an average cost of \$1.50 per ride, the project will be able to provide approximately 233,800 riders throughout the year.

The San Joaquin Valley Air Pollution Control District (District) is currently accepting applications to provide public transportation pass subsidies, such as for rail and transit services.

The purpose of the Public Transportation Subsidy is to replace single occupant vehicle commutes among frequent San Joaquin Valley commuters. The replacement of single occupant vehicle commutes in the region by increasing passenger ridership or mass transportation will assist the District in the attainment of federal and state air quality standards.

The program will fund a portion of the monthly passenger fares, fees, tickets, passes or coupons to new participants of the system. For the purpose of the program, the District defines new ridership as passengers who have not traveled on a regular basis for a period of six months from the time the application submission to the program.

The maximum incentive amount for qualify projects is up to \$30,000 per agency.

Staff is recommending this funding program to subsidies passenger trips that will be provided on the new on-demand (microtransit) service in the Cities of Dinuba, Exeter, Farmersville, Lindsay, and Woodlake.

ATTACHMENT:

None

TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

POLICY - AGENDA ITEM 5

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Transit Funding and Regional Project Planning

DISCUSSION:

Since April 2020, the U.S. Department of Transportation's Federal Transit Administration (FTA) has announced three separate funding allocations to help the nation's public transportation systems respond to COVID-19, and the typical annual formula funding that is described below:

- April 2, 2020, the FTA announced the Coronavirus Aid, Relief, and Economic Security (CARES) Act, \$25 billion.
- December 27, 2020, the FTA announced the Coronavirus Response and Relief Supplement Appropriations Act of 2021 (CRRSAA), \$900 billion.
- January 19, 2021, the FTA announced FY 2021 Annual Formula funding, \$12.7 billion.
- March 29, 2021, the FTA announced the American Rescue Plan Act of 2021 (ARP), \$30.5 billion.

Locally, Tulare County transportation systems have received nearly \$50 million in federal funding over the past year:

Funding Program	Visalia UZA	Porterville UZA	5311 Rural	5311c Tribal
CARES Act	\$17,204,690	\$7,503,272	\$2,913,082	\$25,442
CRRSAA Act	\$0	\$0	\$2,533,398	\$25,442
ARP Act	\$2,449,740	\$739,290	TBD	\$21,475
FY 21 FTA Aprop.	\$5,746,167	\$2,660,843	\$958,259	\$22,024
Total	\$25,400,597	\$10,903,405	\$6,404,739	\$94,383

While some of the funding has strict deadlines on when project applications have to be submitted (CARES and CRRSAA), others do not (ARP and FY 21 Appropriations). Given the amount of unexpected funding, that is available to local transportation systems; it is

staff's recommendation that the Committee provide direction on developing guidelines for regional coordination in planning for current and future funds prior to grant application submittal by member agencies.

ATTACHMENT:

None

TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

POLICY - AGENDA ITEM 6

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Transfer of Transit Services

DISCUSSION:

Article I, Section 1, of the Tulare County Regional Transit Agency Joint Power Agreement states, "The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Power Agency with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies."

Article III, Section 8, states, "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."

As of March 2, 2021, staff has begun discussions with member agencies of the City of Woodlake, City of Dinuba, City of Tulare, and County of Tulare. TCRTA staff have set a goal to finalize the MOUs in April and bring to the Board these MOUs for approval consideration to begin transit services under TCRTA by the start of FY 2022.

During the discussions with the County of Tulare, it was identified that the County's contract did not include a provision to allow the contract to be transferred to another agency. The County suggested that the transfer of services be considered at expiration of their Agreement, which is June 2022.

Staff intends to start discussions with the City of Porterville later this month, setting a goal to transfer services by July 2022, the same time as the County.

Staff has been in discussions with its consultant, SBLB, on drafting several options for the transfer of transit services. Staff will also be seeking guidance from the Federal Transit Administration on how to transfer transit services to TCRTA without affecting the

federal financial assistance for operations. Finally, staff has continued to revise the draft MOU to comply with federal requirements and simplify the process.

ATTACHMENT:

None

TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

FINANCE - AGENDA ITEM 3

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Transit Funding Opportunities

DISCUSSION:

Competitive grant opportunities are continually coming available to support public transportation systems. On March 29, 2021, the U.S. Department of Transportation's Federal Transit Administration (FTA) announced a total of \$30.5 billion in Federal funding that is available to support the nation's public transportation systems. The American Rescue Plan Act includes \$25 million for competitive planning grants.

At list of current transit funding opportunities is below:

1. Low or No Emission Program (Low-No) - \$180 million for the purchase or lease of low or no emission vehicles as well as related equipment or facilities and workforce development training. Applications are due by April 12, 2021.
2. Community Rides Grant Program - \$100,000 to support transportation partnerships that improve social determinants of health in rural and tribal communities. Applications are due May 10, 2021.

ATTACHMENT:

None

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TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

FINANCE - AGENDA ITEM 4

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: FY 2020-2021 Year End Activities

DISCUSSION:

On March 15, 2021, the TCRTA Board approved the attached FY 2020-2021 Interim Budget.

While most of the expenses have been towards labor and consulting services. Staff would like to highlight some of the activities that will take place during the remainder of the fiscal year. The following activities will be performed:

1. CalACT and CalSTART Membership
2. TCRTA Branding and Marketing
3. Hiring of the Executive Director

ATTACHMENT:

FY 2020-2021 Budget

**Tulare County Regional Transit Agency
FY 2020-2021 Budget**

Attachment 1

Account Name	GL #	Amount
Measure R Revenues (Other financing sources)	5859	159,433.00
TCAG Reserve Revenues (Other financing sources)	5859	100,000.00
Total Rev		<u>259,433.00</u>
Salaries and Employee Benefits	6000	31,250.00
Benefits (i.e. Health Insurance, life Insurance, Unemp Ins)	6004	9,375.00
Workers' Comp Ins	6015	690.00
Communications(telephone, IT, Internet,ADP)	7005	1,199.00
Insurance (Liability)	7010	56.00
Maintenance-Bldg & Improvements	7024	25.00
Office Expense (supplies)	7036	1,800.00
Office Expense (Comp Equip under \$5,000)	7036	3,500.00
Office Expense (Printing & copies)	7036	781.00
Professional and Specialized Expense	7043	100,000.00
Courier / Mail	7040	50.00
Publications/Dues and Legal Notices	7059	9,005.00
Rent	7062	1,562.00
Special Dept Expense (TCAG and Porterville Staff)	7066	100,000.00
Utilities	7081	140.00
Total Exp		<u>259,433.00</u>
Net		<u><u>0.00</u></u>

TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

FINANCE - AGENDA ITEM 6

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Microtransit Service Agreement

DISCUSSION:

In preparation of the upcoming CMAQ funded On-Demand (Microtransit) project, staff has been in discussion with Uber on an opportunity to expand the services they are offering within the City of Porterville throughout the region. On February 16, 2021, Uber submitted the attached draft Agreement for staff's evaluation and comment. Uber will provide a presentation and staff will discuss the On-Demand project in the Technical Operations Committee meeting. Depending on securing available funding, staff has estimated a deployment of On-Demand services throughout the region as early as July 1, 2021.

ATTACHMENT:

Uber Technologies Agreement

UBER MOBILITY ON-DEMAND PLATFORM AGREEMENT

This Uber Mobility On Demand Platform Agreement (the “**Agreement**”) is entered into as of the last signature date stated below (“**Effective Date**”) by and between **Uber Technologies, Inc.**, located at 1515 3rd Street, San Francisco, CA 94158 (“**Uber**”) and **Tulare County Regional Transit Agency**, located at 210 N. Church St. Suite B Visalia, CA 93291 (“**Agency**”).

Agency Contact Information

Agency Contact Name:	Richard Tree
Agency Contact Email and Phone Number:	rtree@ci.porterville.ca.us (559) 782-7448

Partnership Details

Order Form	<p>Pursuant to the terms of this Agreement, Uber will provide the following:</p> <p>Uber Marketplace Services:</p> <ul style="list-style-type: none"> • Ability to receive on demand requests for To Be Determined rides • Payment processing • <u>Rider Matching</u> - Industry leading shared rides matching algorithm to improve subsidy per ride • <u>Fleet Tool</u> - Real-time tracking of Agency’s fleet of transit vehicles and ability to communicate in real-time with fleet driver/operators (available at partners.uber.com)] <p>Uber for Business Services:</p> <ul style="list-style-type: none"> • <u>Uber for Business Dashboard</u> <ul style="list-style-type: none"> a. <u>Trip History</u> – ability to view and manage at business.uber.com • <u>Uber Central</u> - ability to request rides on behalf of Agency Users who do not have the Uber App <p>Uber for Transit Services:</p> <ol style="list-style-type: none"> 1. Enhanced User Experience <ul style="list-style-type: none"> a. Access to Agency specific customization and configurability options, including driver management, driver performance, vehicle management, live map / dispatching, and driver communication tools 2. Custom Onboarding & Training <ul style="list-style-type: none"> a. Uber will work with Agency to train employees on functionalities of Uber Technology, Uber for Business, and Uber for Transit b. Dedicated onboarding specialist assigned to Agency 3. Access to Uber’s technology platforms for Transit Agencies, which includes: <ul style="list-style-type: none"> a. <u>User Administration</u> - quickly add or remove authorized users to Agency Account b. Agency specific data and dashboard information to better understand rider travel patterns c. Agency specific customization and configurability features for the Fleet Tool and other operational tools d. <u>Rider Feedback</u> - Real-time rider feedback on quality issues e. <u>Monthly Billing</u> - bill monthly based on usage <p>Agency will:</p> <ol style="list-style-type: none"> 1. Comply with the Scope of Work at Exhibit 1 2. If Agency issues a press release, Agency will provide Uber a quote in the press release highlighting how Agency will be leveraging Uber For Transit Agencies
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In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

TERMS AND CONDITIONS

1. **Purpose.** Agency operates a local transit service in Woodlake, CA, Dinuba, CA, Farmersville, CA, Exeter, CA, and Tulare, CA and is seeking a technology solution to support Agency's shared-ride, on-demand transportation services. As such, Uber grants to Agency, solely during the Term and for use solely in Woodlake, CA, Dinuba, CA, Farmersville, CA, Exeter, CA, and Tulare, CA, access to the following: (i) Uber Marketplace Services, (ii) Uber for Business Services, and (iii) Uber for Transit Services (each a "**Service**"); including, without limitation, Uber's browser-based online mobility dashboard and fleet manager, and as further described in Exhibit 1 attached hereto.

2. **Access to Services.**

(a) **Business Account and Uber Mobile App.** During the Term of this Agreement: (i) Agency must maintain an Uber for Business account ("**Business Account**"); (ii) Agency Users must have the Uber App and an Uber Rider account; and (iii) Agency drivers must have the Uber Provider App.

(b) **Agency Administrator Dashboard.** Uber shall provide Agency with access to an Administrator dashboard (the "**Dashboard**") under the Terms of this Agreement and <https://www.uber.com/legal/business/dashboard/en-US/> and <https://www.uber.com/legal/business/ubercentral/en-US/>. Uber's primary contact with Agency shall be through the individual employee or agent that Agency identifies in writing to Uber ("**Administrator**"). The Dashboard will enable Agency to (i) view current, appoint new, and remove Administrators; and (ii) view and pay invoices. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to Agency's compliance with this Agreement, Uber will use commercially reasonable efforts to provide access to the Dashboard and make the Uber App available during the Term of this Agreement.

(c) **Administration.** Agency may appoint additional administrators at its discretion. Agency must (i) maintain all Dashboard login credentials in confidence, (ii) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (iii) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials.

(d) **Agency Administrator Updates.** It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Administrators authorized to access and use the Dashboard.

(e) **Agency Driver Access.** Agency shall ensure that individual Agency drivers, who are now or in the future will drive vehicles owned or leased by Agency, will sign up for an Uber driver account to gain access to the Uber driver application and accept requests for Agency rides via the Uber Provider App, but remain employed by Agency exclusively for all purposes, including without limitation compensation, benefits, and insurance, if any. Agency shall ensure that individual Agency drivers who wish to seek and accept ride requests via the Uber Provider App register with Uber. None of the provisions of this Agreement shall apply to Agency drivers that register with Uber to seek and accept ride requests via the Uber Provider App in their individual capacity operating a personal vehicle unrelated to any employment relationship with Agency.

(f) **Agency Administrator Access.** Agency represents and warrants that before it enables or permits an Agency Administrator to use any of the Services contemplated by this Agreement, Agency shall notify each such Agency Administrator of the Uber for Business online terms located at <https://www.uber.com/legal/business/dashboard/en-US/> ("U4B Online Terms").

3. **Term.** This Agreement commences on the Effective Date and continues for 1 year (the "**Term**") and may be extended by mutual agreement of the parties for additional three 1-year periods (each an "**Extension Term**"), unless terminated earlier under the termination process provided in this Agreement.

4. Termination.

(a) **Termination for Material Breach.** Either party may terminate this Agreement, in whole or in part, for the other party's material breach as follows:

(i) A notice to cure shall be served by the non-breaching party to the breaching party by certified or registered first class mail and addressed to the breaching party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) The breaching party shall have thirty (30) days from the date of receipt of this notice to cure the material breach.

(iii) If the breaching party has not cured the material breach within thirty (30) days of receipt of the notice to cure, the non-breaching party may terminate the Agreement by serving the breaching party with a "notice of termination" stating the manner in which the breaching party is in material breach and the effective date of termination.

(b) **Termination for Convenience.** Agency may terminate this Agreement, in whole or in part without cause, by providing Uber thirty (30) days advance written notice of termination before terminating the Agreement. Uber may terminate this Agreement, in whole or in part without cause, by providing Agency one hundred and eighty (180) days advance written notice of termination before terminating the Agreement. Such notice shall be given by certified or registered first class mail and addressed to the other party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(c) **Actual Receipt of Termination Notice.** All such notices of termination will be deemed given upon actual receipt, and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1515 3rd Street
San Francisco, CA 94158
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency: Tulare County Regional Transit Agency
210 N. Church St. Suite B
Visalia, CA 93291
Attention: Richard Tree
Email: rtree@ci.porterville.ca.us

5. Fees and Billing.

(a) Fees.

(i) **Uber Marketplace Services.** In consideration for services connecting Agency to Agency Users who request transit trips through the Uber App, as well as other related services including payment processing, Agency will pay Uber \$0.00 per trip, capped at a monthly aggregate amount of \$0.00. For the avoidance of doubt, Agency will not be charged a fee to access the platform for Uber Marketplace Services or the Uber Provider App.

(ii) **Uber for Business Services.** Uber will not charge the Agency any service fees for Uber for Business Services (including access to the Uber for Business Dashboard and Uber Central). Agency acknowledges that the Uber for Business Services allow the Agency to access Uber Services for transit agency purposes. To the extent that Agency, on behalf of Agency Users, requests transportation services from third-party transportation providers through the Uber Services, Agency is responsible for billing and collecting payment for these rides.

(iii) **Uber for Transit Services.** Uber has agreed to waive all one-time Uber for Transit Services setup fees as part of this Agreement.

- 1) **Vehicle Management Fee.** Uber for Transit Services pricing includes unlimited users and geographic coverage within Woodlake, CA, Dinuba, CA, Farmersville, CA, Exeter, CA, and Tulare, CA. In consideration for the Uber for Transit Services, monthly charges will be based on the number of vehicles operated in service during the month. Agency will operate up to ten vehicles at a monthly rate of \$350.00 per vehicle.
- 2) **Setup Fee.** Agency will pay a one-time Uber for Transit Services setup fee of \$37,500, plus a one-time education and deployment fee of \$8,400 per site for this agreement.
- 3) **Customer Service Fee.** Agency will receive up to 20 hours of customer support per month at no cost. For customer support that exceeds 20 hours per month, Agency will be assessed \$80.00 per hour. Uber will notify Agency when 15 hours of the allotted 20 hours of customer support are reached. Uber will also notify the Agency before rendering any services that would incur additional costs. The customer support hours provided by Uber to onboard the Agency during the first 3 months of the Term are excluded from the monthly allotment. Onboarding support services are offered at no cost to Agency.

(iv) **Optional Add-Ons.**

- 1) Hardware devices: Agency will pay \$695.00 per device if needed.
- 2) Data Service: Agency will pay \$36.00 per vehicle per month for the first two years of the contract. A 5% per year increase shall be assessed during each option year.
- 3) Period passes or integrated fare media may be implemented within the Uber App at no additional cost to Agency should this functionality become available on the Uber platform in the future.

(a) **Billing.** During the Term of this Agreement, (1) Agency User rides will be paid by Agency Users directly to Agency through the Uber App; and (2) for Agency Users who complete rides scheduled by Agency through Uber Central, Agency is responsible for billing and collecting payment for these rides. All Agency User fares collected by Agency are “**Rider Revenue.**”

(i) **Monthly Billing and Payment Terms.** Uber will bill Agency each month and each monthly invoice must be paid in full by Agency no later than thirty (30) calendar days from receipt of Uber’s invoice.

(ii) **Disputed Payments.** If Agency believes that it has been billed for charges that it should not have been charged (“Disputed Charge Event”), Agency shall notify Uber in writing within seven (7) days of discovery via email to transit-legal-us@uber.com. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed charges that Agency should not have been charged, Uber shall remove such charge from Agency’s account.

(b) **Taxes.** Agency is responsible for the payment of all taxes, including, but not limited to, sales, use, VAT or similar taxes, except for taxes based on Uber’s income. All payments are nonrefundable unless stated otherwise in this Agreement. Unless expressly agreed otherwise in this Agreement, each party is responsible for the costs and expenses associated with its performance under this Agreement.

(c) **Account Suspension.** Unless Agency has notified Uber of a Disputed Charge Event, Uber reserves the right to suspend Agency’s Business Account and revoke Agency’s license to Uber Services in the event that Agency has a past due invoice. Uber further reserves the right to pursue any and all remedies available to it under applicable law. Reestablishing a deactivated or suspended Agency Business Account after full payment of a past due invoice shall be at Uber’s sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month.

6. **Uber For Transit Agencies Program.** Uber may cease offering Services at any time and for any reason, without liability to Agency.

7. **Intellectual Property.**

(a) **License to Marks; Restrictions.** The term “**Uber Marks**” means the trademarks identified as Uber Marks in Exhibit 2. The term “**Agency Marks**” means the trademarks identified as Agency Marks in Exhibit 2. The term “**Territory**” shall mean the territory identified in Exhibit 2.

(i) Uber grants to Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by Agency will be in the form and format approved by Uber, and Agency will not otherwise use or modify the Uber Marks without Uber’s prior written consent. All goodwill related to Agency’s use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

(ii) Agency grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Agency Marks only as permitted by Agency in each instance. All use of the Agency Marks by Uber will be in the form and format approved by Agency, and Uber will not otherwise use or modify the Agency Marks without Agency’s prior written consent. All goodwill related to Uber’s use of the Agency Marks shall inure solely to the benefit of Agency. The Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

(iii) **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber’s prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the “**Design Guidelines**”). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, “look and feel” and other elements of any and all representations of Uber’s Marks. Uber reserves the right to immediately suspend Agency’s Business Account and suspend any or all access to the Dashboard if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

(b) **License to Data; Restrictions.** Subject to the terms and conditions of this Agreement, Uber hereby grants to Agency, under Uber’s intellectual property rights in the Program Data, a limited, non-exclusive right to access and use the Program Data solely for the Purpose of the Agreement and subject to the following limitations:

(i) prior to sharing any Program Data with a third party, Agency must allow Uber a 14-day review period of any Program Data to be shared to ensure the Program Data is accurately represented and no Uber Confidential Information is included (provided, that if Uber Confidential Information is included, Agency shall, at Uber’s election, either remove or redact such Uber Confidential Information).

(c) **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency before the commencement of any such activities.

(d) **Inspection of Records.** During the Term of this Agreement, Uber may request in writing that Agency provide Uber all of Agency’s relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with this Agreement) that include the Uber Marks (collectively, the “**Records**”). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber’s request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under this Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency’s Business Account and take any additional measures afforded to it by law or under this Agreement. Agency shall

preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of this Agreement.

8. Confidentiality.

(a) **Definition of Confidentiality.** The term “**Confidential Information**” means any confidential or proprietary business, technical or financial information or materials of a party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) in connection with this Agreement, whether orally or in physical form, and includes the terms of this Agreement. Confidential Information does not include information (i) previously known by a Receiving Party without an obligation of confidentiality, (ii) acquired by a Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (iii) that is or becomes publicly available through no fault of a Receiving Party, or (iv) that a Disclosing Party provides written permission to a Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party will (i) use Confidential Information solely for the purposes permitted under this Agreement and (ii) not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, Receiving Party will, give Disclosing Party written notice of such subpoena, order or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure.

(c) **Public Records Laws.** Uber acknowledges that Agency may be subject to public records disclosure laws. Agency will make diligent efforts to limit disclosure pursuant to any available bases stated in California's Freedom of Information Act Law or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(d) **Nonpublic Personal Information.** If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to the Uber Services in connection with this Agreement, Agency shall immediately notify and return it to Uber (and shall cause its employees or agents to do the same). Agency shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data.

(e) **Confidential Information Security.** Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

9. Privacy and Data Security.

(a) **Uber Data Restrictions.** Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time. Uber agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to Agency Personal Data solely to Uber personnel who have a legitimate business need to access such Agency Personal Data. Uber will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are

in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

(b) **Agency Data Restrictions.** Agency's collection and use of Uber Personal Data shall be in compliance, and shall remain in compliance during the term of the Agreement, with all applicable local, city, state, federal, national, and international laws, rules and regulations, including those relating to data protection, privacy, encryption, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security. Agency shall (1) process only such Uber Personal Data as is necessary to fulfill the purposes of the Agreement, and for no other purpose, unless expressly authorized in writing by Uber; (2) unless otherwise instructed by Uber or as necessary to fulfill the purposes of the Agreement, not take steps to de-identify, anonymize or aggregate Uber Personal Data; (3) not rent or sell Uber Personal Data, and shall ensure that its affiliates and subcontractor(s) do not rent or sell Uber Personal Data, for any purpose, including marketing; (4) shall not disclose Uber Personal Data to any third party, including subcontractors and affiliates, except as permitted under this Agreement; and (5) not use Uber Personal Data in any way that harms Uber or that benefits a competitor of Uber.

(c) **Security.** Uber and Agency will each implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (i) the nature of the breach of security measures; (ii) the types of potentially compromised personal data; (iii) the duration and expected consequences of the data breach; and (iv) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and provide the other with assurances that such data breach will not recur. Furthermore, Agency shall limit disclosure of and access to Uber Personal Data to only those personnel who have a business need to access such Uber Personal Data in order to fulfill the purposes of the Agreement. Agency shall establish, maintain, and enforce the security principles of "segregation of duties" and "least privileged access" with respect to all Uber Personal Data.

(d) **Information Security Incident Response.** In connection with any Information Security Incident, Agency shall immediately and to the extent reasonably possible (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide Uber with assurances reasonably satisfactory to Uber that such Information Security Breach will not recur. Further, Agency shall fully cooperate with Uber's investigation into the Information Security Breach and provide all necessary material related to Uber to satisfy Uber's investigation and resolution process. Agency shall provide reasonable access to information reasonably required by Uber, and shall make personnel and subcontractors available to the extent reasonably necessary to answer questions or otherwise assist Uber in determining the impact of the Information Security Breach on Uber. All information exchanged in connection with this investigation shall be deemed to be Uber's Confidential Information.

(e) **Data Retention and Destruction.** Agency shall retain material containing Uber Personal Data only so long as necessary to perform or carry out obligations under this Agreement. Upon termination or expiration of this Agreement or earlier as requested by Uber, Agency shall deliver to Uber or, at Uber's election and in accordance with any instructions from Uber, destroy, any and all materials, documents or other media (whether maintained electronically or otherwise) containing Uber Personal Data, together with all copies thereof in whatever form.

(f) **Consent Requirement.** Agency shall obtain rights, permissions and legally adequate written consent from Agency Users to 1) receive SMS messages and other communications from Uber and its Affiliates in connection with the Uber Service; and (2) for Uber and its Affiliates to provide Agency with any detailed trip information from Agency Users for this Agreement, including but not limited to origin, destination, pick-up time, drop-off time, ETA, trip distance, number of trips and trip data associated with or related to the Uber Service (altogether "Consent"). Agency shall provide Uber with the Consent terms and any updates thereto during the Term of the Agreement prior to receiving such data.

10. Contract Amendment; Conflicting Terms.

(a) All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of a proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

(b) In the event of any inconsistency or conflict between this Agreement and any linked-to terms and conditions, the terms and conditions in this Agreement govern and control.

11. Insurance.

(a) General Liability and Worker's Compensation Each party shall, at its own expense, maintain in effect throughout the Term of this Agreement, Commercial General Liability and, if required by law, Worker's Compensation insurance. The Commercial General Liability insurance policy limits shall be not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and two million dollars (\$2,000,000) in aggregate.

(b) Automobile Liability. Agency shall, at its own expense, maintain in effect throughout the Term of this Agreement Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for (1) bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit; (2) excess follow-form coverage for limits of five million dollars (\$5,000,000) per accident (2) uninsured and underinsured motorist coverage for limits at least equal to the statutory required minimum limits required for transit system operators in California; and (3) Personal Injury Protection (or equivalent no-fault coverage) with limits as required by applicable state law (4) Contingent comprehensive and collision insurance with limits of actual cash value, or cost of repair, whichever is less.

(c) Excess Follow Form Liability Agency shall, at its own expense, maintain in effect throughout the Term of this Agreement not less than five million dollars (\$5,000,000) of Excess/Umbrella coverage that shall follow form to the Commercial General Liability insurance and the Auto Liability insurance described above.

(d) All policies shall be written by reputable insurance companies with an A.M. Best rating of "A-" or better. Agency agrees to add Uber as an additional insured to the Commercial General Liability and Automobile Liability insurance policies listed above. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by Uber and shall not be cancelled or materially reduced without thirty (30) days prior written notice to Uber. Agency agrees that its insurers issuing those insurance policies identified above shall waive rights of subrogation and indemnity against Uber.

(e) Agency shall provide Uber with a certificate of insurance showing coverage as stated above. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement.

12. Warranties; Regulatory Compliance; Driver Screenings; Disclaimer; Ownership.

(a) **Mutual Warranties.** Each party represents and warrants that (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (ii) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (iii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (iv) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (v) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

(b) **Agency Warranties.** Agency represents and warrants that: (i) as it relates to Agency's activities involving this Agreement and the marketing, promotion and any other form of communications thereof, Agency will comply with

the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (ii) Agency drivers will be properly licensed (e.g., CDL, Airbrake + Passenger endorsements), insured, physically fit to drive, and properly trained on the type of passenger vehicle they operate; and (iii) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies. Agency further represents and warrants that Agency has obtained rights, permission and legally adequate consent from Agency Users: (1) to receive SMS messages and other communications from Uber in connection with the Uber Service; and (2) for Uber to provide Agency with detailed trip information for Agency Users for this Agreement, consistent with, and subject to, Section 9.

(c) **Regulatory Compliance.** Agency represents and warrants that it has access to and is familiar with all applicable U.S. DOT regulations relating to the safe operation of commercial vehicles, it will comply with these regulations, and will observe general operation safety guidelines. In so certifying, Agency is verifying that, at a minimum, it:

- (i) Has authority to operate as motor passenger common or contract carriers and can provide Uber with documentation of such upon request;
- (ii) Has in place a system and an individual responsible for ensuring overall compliance with the Federal Motor Carrier Safety Regulations at 49 CFR Part 390 - 399 as applicable;
- (iii) Is familiar with DOT regulations governing driver qualifications and has in place a system for overseeing driver qualification requirements in compliance with 49 CFR 383 and 49 CFR 391;
- (iv) Has in place a driver safety training/orientation program;
- (v) Has prepared and maintains an accident register in compliance with 49 CFR 390.15;
- (vi) Has in place policies and procedures consistent with DOT regulations governing driving and operational safety of motor vehicles, including drivers hours of service and vehicle inspection, repair, and maintenance in compliance with 49 CFR Parts 392, 395 and 396;
- (vii) Is familiar with and will have in place on the Effective Date and throughout performance of the contract, a system for complying with U.S. DOT regulations governing alcohol and controlled substances testing requirements at 49 CFR 382 and 49 CFR Part 40; and
- (viii) It is familiar with and will observe any applicable state and local laws and requirements relating to the safe operation of commercial motor vehicles in the state of California.

(d) **Driver Screenings.** Agency further represents and warrants that all drivers used to provide services under this agreement have undergone a criminal and driving record screening process, and have been determined eligible to provide services on behalf of the Agency in accordance with the Agency's then-existing driver screening and eligibility standards.

(e) **Non-Responsibilities.** (i) Agency. Notwithstanding anything to the contrary in this Agreement, Uber's Terms of Use and Community Guidelines, or any other applicable terms or policies, Agency is not responsible for, and will not be held liable by Uber for, any violation of Uber's terms or policies by Agency Users or any other action or inaction of Agency Users. (ii) Uber. Uber is not responsible for the actions, errors, or omissions of Agency's drivers.

(f) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE SERVICES AND UBER APP "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES AND UBER APP WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES AND UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE SERVICES OR THE UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. THE SERVICES ARE A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES.

(g) **Ownership.**

(i) Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Services, Uber Apps, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency Administrator or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

(ii) Agency may voluntarily, and from time to time, provide suggestions, proposals, ideas, recommendations or other feedback related exclusively to this Agreement ("**Feedback**"). Feedback, even if designated as confidential by Agency, will not, absent a separate written agreement, create any confidentiality obligation for Uber. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Uber will own all Feedback and is free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

13. Indemnification.

(a) Each party ("**Indemnifying Party**") will indemnify, defend and hold harmless the other party ("**Indemnified Party**"), its directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to: (i) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement, or (ii) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

(b) Additionally, during the Term of this Agreement, each Indemnifying Party will indemnify, defend and hold harmless the Indemnified Party and its directors, officers, employees, agents, successors and assigns from and against all third-party claims, damages, loss, costs, expenses, including reasonable attorneys' fees, and/or liability (collectively, "**Losses**") for an accident or other occurrence, caused by the negligence of the Indemnifying Party's employees, contractors, agents or representatives that results in bodily injury or damage to property, real or personal, arising directly or indirectly from or in any way connected with this Agreement; provided the Indemnifying Party shall have no such indemnification obligation when the Losses arise in whole or in part from the Indemnified Party's own negligence or willful misconduct.

(c) The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

14. Limits of Liability. OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

15. Conflicts of Interest and Non-Competitive Practices.

(a) **Conflict of Interest.** By entering into this Agreement, Uber has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquire such a conflict of interest, it shall immediately disclose such conflict to Agency.

(b) **Contingent Fees and Gratuities.** By entering into this Agreement to perform Work, Uber acknowledges and agrees that:

(i) No persons, except as designated by Uber, shall be employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

(ii) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Uber or any of its officers, agents, employees or representatives, to any official, member or employee of Agency or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

(c) **Disclosure of Current and Former Agency Employees** - To avoid any actual or potential conflict of interest or unethical conduct:

(i) Agency employees or former Agency employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Uber, while employed by Agency or within one (1) year after leaving Agency employment if he/she participated in determining the Work to be done or processes to be followed while an Agency employee.

(ii) At the time of offer, Uber shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

(iii) Uber is responsible for notifying Agency's project manager of current or former Agency employees who may become involved in the Agreement any time during the term of the Agreement.

16. Nondiscrimination. During the term of this Agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

(a) **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, "equal employment opportunity efforts" shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

(b) **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

(c) **Disability.** Uber will make commercially reasonable efforts to support Agency's obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

(d) **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber's Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

17. General.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of San Francisco, California or the United States District Court for the Northern District of California in the event of any litigation between the parties related to this Agreement.

(b) **Notices.** All notices, requests and approvals required by this Agreement will be in writing and addressed/directed to a party at the address and facsimile (or other electronic method) set forth below, or at such other address of which the notifying party hereafter receives notice in conformity with this section. All such notices, requests, and approvals will be deemed given upon the earlier of receipt of facsimile (or other electronic) transmission during the normal business day or actual receipt thereof. All such notices, requests and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1515 3rd Street
San Francisco, CA 94158
Attention: Legal - Transactions (US)
Email: transit-legal-us@uber.com

If to Agency: Tulare County Regional Transit Agency
210 N. Church St. Suite B
Visalia, CA 93291
Attention: Richard Tree
Email: rtree@ci.porterville.ca.us

(c) **Survival.** Accrued and outstanding payment obligations survive the expiration or termination of this Agreement.

(d) **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, pandemics, other natural disasters, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

(e) **Severability.** If any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

(f) **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to the other party, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of Agency. The non-assigning party may terminate this agreement, in its business discretion, by giving notice to that effect no later than 30 days after receiving notice from the assigning party, that an assignment of the Agreement has become effective. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

(g) **Attorney's Fees.** In any litigation between the parties, the prevailing party is entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

(h) **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(i) **Independent Contractor.** Uber and Agency are and remain independent contractors. Neither party is the representative or agent of the other and neither party has any power to assume any obligations on behalf of the other.

(j) **Acknowledgment of Authority.** The parties have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. As such, this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

18. Definitions. The following terms used in this Agreement have the meanings set forth below:

(a) **“Affiliate”** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up

(b) **“Agency Administrator”** means an individual employee or agent of the Agency that is authorized to access the necessary Uber dashboards for the management and oversight of the on-demand transit program.

(c) **“Agency Personal Data”** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

(d) **“Agency User”** means an individual Uber Rider who utilizes the Uber Service for transportation on Agency’s transit system.

(e) **“End User Terms”** means the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

(f) **“Personal Data”** means any information Agency obtains from Uber in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to an individual’s name together with: (i) request time and date, (ii) drop-off time and date, (iii) pick-up and drop-off address, (iv) trip route, (v) distance, (vi) duration, (vii) fare amount, (viii) service type, (ix) trip ID, (x) expense memo, or (xi) any other data that may otherwise be considered personal data.

(g) **“Program Data”** means any information Agency obtains from Uber in connection with this Agreement relating to aggregate numbers of users that redeem vouchers or subsidies for partnership programs with Agency or other regional transportation authorities.

(h) **“Uber App(s)”** means Uber’s mobile applications or mobile website (m.uber.com) required to access Uber Services, as may be updated by Uber from time to time.

(i) **“Uber for Business Services”** means Uber’s suite of enterprise technology services which allow business customers (including, for the avoidance of doubt, transit agencies) to access Uber Services for business purposes.

(j) **“Uber for Transit Services”** means (i) access to and use of Uber’s suite of technology solutions that enable transit agencies to better configure, manage, and administer transit programs, and (ii) related services such as supplemental dashboards/reporting, training, support, and maintenance.

(k) **“Uber Marketplace Services”** means (i) lead generation services rendered by Uber and/or its Affiliate(s) that enable Agency, an independent provider of transportation, to receive and fulfill on-demand requests for transportation and (ii) related services such as collection of payments from your customers; processing of payments to you; and processing of refunds to your customers.

(l) **“Uber Personal Data”** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law. For the avoidance of doubt, Dashboard data constitutes Uber Personal Data.

(m) **“Uber Provider App(s)”** means Uber’s mobile applications and/or mobile websites required to access Uber Marketplace Services, as may be updated by Uber from time to time.

(n) **“Uber Rider”** means any person who applied to receive Uber Services, or otherwise provided personal information to Uber or its agents or any other entity for purposes of obtaining transportation through Uber Services. An individual is considered an Uber Rider regardless of whether that person ultimately purchases any services from Uber.

(o) **“Uber Rider Account”** means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account for the

Uber Service, which requires the entry of certain personally identifiable information and a personal credit card number, (ii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber's collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Rider Account shall be as set forth on the Uber Privacy Policy, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time.

(p) **“Uber Services”** means Uber’s technology service that enables end users to request ground transportation, logistics and/or delivery services, and arrange food purchases and related food delivery services from independent third-party providers.

IN WITNESS WHEREOF, Uber and Agency have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date written below.

UBER TECHNOLOGIES, INC.

By: _____
Nam: _____
Title: _____
Date: _____

Tulare County Regional Transit Agency

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1

Scope of Work	
Name of program	To be determined
Location of services	Regional Deployment, including the following communities as dedicated zones: <ul style="list-style-type: none"> ● Woodlake, CA ● Dinuba, CA ● Farmersville, CA ● Exeter, CA ● Tulare, CA
Background / Purpose	A curb-to-curb, ride-hailing service with a flexible on-call schedule for only \$3.00
Program Description	<ul style="list-style-type: none"> ● ADA accessibility on all on-demand service(s) ● Utilizing available zero emission fleet ● Provide general public on-demand service within each dedicated zone ● Provide general ADA paratransit on-demand service within each dedicated zone ● Promote and encourage first and last mile use (discounted trip) ● Feature contactless payment for all legs of the trip ● Integrate trips into existing transit routes (future build out) ● Offer pricing strategies to promote use of service ● Offer monthly pass to encourage use ● Offer voucher to encourage use (business-to-business)
Supply Model	Agency supplied vehicles only
Drivers	Agency supplied workforce; supervised by agency; standard transit onboarding process; criminal background check; DOT drug and alcohol requirements; standard transit training program.
Total program budget	\$94,500
Deliverables	
Program start date	<ul style="list-style-type: none"> ● Woodlake: July 1, 2021 ● Dinuba: August 1, 2021 ● Farmersville: September 1, 2021

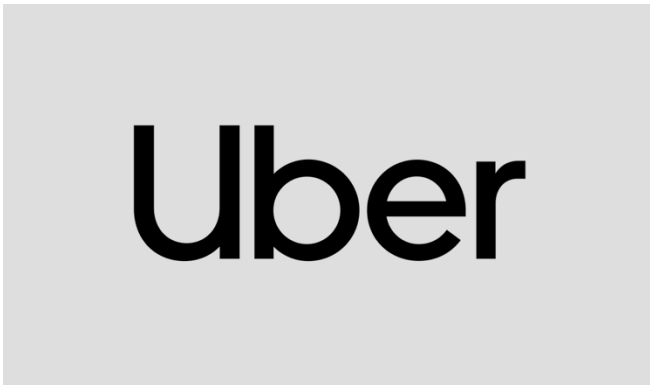
	<ul style="list-style-type: none"> ● Exeter: September 1, 2021 ● Tulare: October 1, 2021
Period of performance	1 Year
Products	Microtransit
Vehicle Types Available	Ten (10), 4 passenger vans with 1 wheelchair securement
Geographic restrictions <i>Please note for all geographic restrictions the agency should be prepared to provide Uber with a shapefile in KML or GeoJSON format.</i>	Agency to provide KML shapefiles for the following zones: <ul style="list-style-type: none"> ● Woodlake, CA ● Dinuba, CA ● Farmersville, CA ● Exeter, CA ● Tulare, CA
Days of operation	<ul style="list-style-type: none"> ● Monday – Friday ● Saturday – Sunday ● Excluding designated holidays
Hours of operation	<ul style="list-style-type: none"> ● 6:00 am to 9:00 pm ● 8:00 am to 8:00 pm ● Excluding designated holidays
Subsidy level per trip	N/A
Additional Subsidy Limitations	N/A
Program distribution	N/A
Reporting	
Data reporting	<ul style="list-style-type: none"> ● Vehicle Revenue Miles (VRM) ● Vehicle Revenue Hours (VRH) ● Passenger Miles Traveled (PMT)
Special conditions (if applicable) <i>Please note any</i>	

<i>requirements for reporting format, delivery method (API Integration)</i>	
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Exhibit 2
Trademarks and Territory

Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States



Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>

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TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

TECHNICAL OPERATIONS - AGENDA ITEM 3

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Presentation: Uber Technologies

DISCUSSION:

Uber Technologies Inc. will provide a presentation on their on-demand service and how it can be deployed throughout the TCRTA service region.

ATTACHMENT:

None

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TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

TECHNICAL OPERATIONS - AGENDA ITEM 4

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Presentation: California Integrated Travel Project

DISCUSSION:

At the March 15, 2021, Board meeting the Board approved a Letter of Intent to participate in the California Integrated Mobility Program. Members of the California Integrated Travel Project (Cal-ITP) will be presenting information about the program and next steps to making travel simpler and cost-effective for TCRTA.

ATTACHMENT:

None

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TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

TECHNICAL OPERATIONS - AGENDA ITEM 5

April 5, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Sustainable Transportation Planning Grant

DISCUSSION:

TCAG submitted a Caltrans Sustainable Transportation Planning grant application on behalf of the Agency. The proposed planning grant is for the development of a Short Range Transit Plan (SRTP) that generally plans transit services and operations. The SRTP planning period is generally five years, but SRTPs may cover a longer period, typically seven to ten years. Through the SRTP process, the transit system, fleet needs, capital and operating costs and revenues, and new transit services or projects are assessed, and recommendations made.

Staff will be discussing the importance of the Short Range Transit Plan, the potential recommendation of a new service design in the region, and how that may affect operations.

ATTACHMENT:

None