

AGENDA
Tulare County Regional Transit Agency

March 15, 2021, 3:00 p.m.

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

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

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

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

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

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

- 1. CALL TO ORDER, WELCOME, AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. 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.

4. **ADMINISTER OATH OF OFFICE TO NEW DIRECTORS** by Interim Executive Director (No page)

CONSENT CALENDAR ITEMS

5. **ACTION: APPROVE MINUTES OF FEBRUARY 8, 2021** (Pages 01-04)
6. **ACTION: APPROVE FISCAL YEAR 2020/2021 INTERIM BUDGET** (Pages 05-06)
7. **ACTION: APPROVE FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS** (Pages 07-30)
8. **ACTION: ADOPTION OF RESOLUTION: AUTHORIZE THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION** (Pages 31-34)
9. **ACTION: AUTHORIZE EXECUTIVE DIRECTOR TO SIGN A LETTER OF INTENT TO PARTICIPATE IN THE CALIFORNIA INTEGRATED MOBILITY PROGRAM** (Pages 35-38)
10. **ACTION: APPROVE FISCAL YEAR 2020-2021 LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) PROJECT** (Pages 39-42)

ACTION AND INFORMATION ITEMS

11. **ACTION: APPROVE FREE FARES TO VACCINATION APPOINTMENTS** (Pages 43-44)
12. **INFORMATION: UNMET TRANSIT NEEDS** (Pages 45-46)
13. **INFORMATION: CALVANS PRESENTATION** (No Page)
14. **INFORMATION: DRAFT MEMORANDUM OF UNDERSTANDING FOR TRANSIT SERVICE** (Pages 47-74)
15. **INFORMATION: EXECUTIVE DIRECTOR SEARCH UPDATE** (Pages 75-76)
16. **INFORMATION: IMPLEMENTATION UPDATE** (Pages 77-98)
17. **INFORMATION: REGIONAL FARE SYSTEM DEPLOYMENT UPDATE** (Pages 99-100)
18. **INFORMATION: FREE FARE DISCUSSION** (Pages 101-102)
19. **COMMITTEE REPORTS** (No Page)
- a. Executive Director Search Ad Hoc Committee
 - b. Policy Committee
 - c. Finance Committee
 - d. Technical Operations Committee
20. **ACTION: APPOINT DIRECTORS TO COMMITTEES** (Pages 103-104)
21. **INFORMATION: ALL ABOUT TRANSIT: COLLECTED CLIPPINGS** (Page 105-106)
22. **OTHER BUSINESS**

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

23. ADJOURN

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, April 19, 2021 at 3:00 p.m. in the Tulare County Board of Supervisors Chambers, 2800 W. Burrell Avenue, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

<u>BOARD OF DIRECTORS</u>	<u>ALTERNATE</u>	<u>AGENCY</u>
Kuldip Thusu	Armando Longoria	City of Dinuba
Mary Waterman-Philpot	Dave Hails	City of Exeter
Greg Gomez – Vice Chair	Tina Hernandez	City of Farmersville
Ramona Caudillo	Hipolito Cerros	City of Lindsay
Monte Reyes	Milt Stowe	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Florencio Guerra Jr	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare

EX OFFICIO MEMBERS

Georgina Cardenas, CalVans

AD HOC & SUBCOMMITTEES

<u>AD HOC –EXECUTIVE DIRECTOR SEARCH</u>	<u>POLICY COMMITTEE</u>
Greg Gomez	Jose Sigala
Eddie Valero	Monte Reyes
Jose Sigala	Eddie Valero

<u>TECHNICAL OPERATION COMMITTEE</u>	<u>FINANCE COMMITTEE</u>
Greg Gomez	Kuldip Thusu
Armando Longoria	Monte Reyes
Eddie Valero	Rudy Mendoza

TCRTA STAFF

OFFICE INFORMATION

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

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

**Tulare County Regional Transit Agency
Minutes**

February 8, 2021, 3:00 p.m.

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

1. CALL TO ORDER

Chair Sigala called the meeting to order at 3:00 p.m.

3. PUBLIC COMMENT

Public comments opened/closed at 3:02 p.m. No public comments received.

ACTION ITEMS:

4. ADMINISTER OATH OF OFFICE TO DIRECTORS

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

5. APPROVE MINUTES OF JANUARY 11, 2021

Upon motion by Member Reyes and seconded by Member Thusu the Tulare County Regional Transit Agency unanimously approved the minutes.

6. COMMITTEE REPORTS:

a. Executive Director Search Ad Hoc Committee

Chair Sigala reported that the ad hoc committee last met in December however, the approval of the Executive Director position was scheduled to be reviewed by the Board of Supervisors the following day for approval. Member Valero confirmed the information and stated that once the position was approved the Committee would be meeting to discuss next steps.

b. Policy Committee

Chair Sigala reported that the Policy Committee had been meeting and noted the action to be presented later in the meeting regarding adoption of a drug and alcohol policy.

c. Finance Committee

Member Reyes stated that the committee took a second look at the figures, funding sources in the proposed budget, and costs to implement the proposed drug and alcohol policy that would be presented later within the meeting.

d. Technical Operations Committee

Member Valero provided an update regarding procurement and operations in terms of how funds would be received. Mr. Tree discussed planning grant opportunities, micro transit, and other possible service modes.

7. ACTION: APPOINT DIRECTORS TO COMMITTEES

Vice-Chair Sigala announced that although previously presented there were still opportunities for Members and or Alternates to serve on the three subcommittees. Much discussion was had among the Committee members and Member Mendoza requested to be part of the Finance Committee. Member Valero suggested that a formal letter be drafted to go out to all Alternate members since they are often not present at the meeting, to inform them of the opportunity to serve on a subcommittee.

Upon motion by Member Thusu and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved Member Mendoza to serve on the Finance subcommittee and to send letters out informing alternates of the opportunity and encouraging them to serve on a subcommittee.

8. ACTION: APPROVE FISCAL YEAR 2020/2021 INTERIM BUDGET

Mr. Tree reported that the proposed budget was previously presented and revisited by the finance subcommittee. Member Mendoza requested that staff defer action on approving the fiscal year 2020/21 interim budget until March. No objection was noted and staff agreed to table further discussion and action until the March 2021 meeting.

9. ACTION: APPROVE DRUG AND ALCOHOL POLICY

Mr. Tree provided a detailed background on the mandated requirements from the Federal Transit Administration (FTA) outlining the drug and alcohol testing program that must be in place for recipients of federal funds. Mr. Tree stated that in preparation of TCRTA's FTA recipient designation, staff prepared and presented the draft Drug and Alcohol Policy for the Policy Subcommittee on January 25, 2021, comments were taken into consideration, and staff's recommendation is to approve the draft FTA Drug and Alcohol Policy.

Upon motion by Member Mendoza and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved the Drug and Alcohol Policy as presented.

10. INFORMATION: EXECUTIVE DIRECTOR SEARCH UPDATE

Ms. Forte provided an update on the Executive Director search, explaining that the position would be presented to the Tulare County Board of Supervisors February 9, 2021. Once the Board of Supervisors approves the creation of the position recruitment can begin; and after applications for the position are received the Ad Hoc - Executive Director Search committee would meet to discuss next steps in the process.

11. INFORMATION: IMPLEMENTATION UPDATE

Mr. Tree reported that much work is continuing to be done and highlighted the various grant opportunities such as the Congestion Mitigation and Air Quality Improvement (CMAQ) grant, and the Sustainable Transportation Planning Grant. Mr. Tree explained that to receive FTA funds additional requirements of a grantee must be met such as Title VI and procurement policies. Mr. Tree announced that the first draft of the TCRTA Board Member Handbook had been completed and preparations would be underway to organize a virtual retreat to present the handbook as well as other educational information. Lastly Mr. Tree shared a public transit informational video, "Reimagine Public Transit with Micro-Transit" which highlighted information on transit options and needs.

12. INFORMATION: REGIONAL FARE SYSTEM DEPLOYMENT

Mr. Tree stated that the development of a regional fare system has been ongoing for years now and continued efforts to work on specifications and the technology continues

to evolve rapidly. Mr. Tree reminded everyone that a presentation was given at the November 2020 Board meeting from Masabi on the Justride fare payment service platform and funding is the main point that would need to be worked out in order to proceed with a uniform regional fare system. Mr. Tree outlined possible funding sources being evaluated, local funds and federal funds and suggestions for having firms submit proposals.

13. ACTION: APPROVE FARE CHANGE FOR TULARE COUNTY AREA TRANSIT (TCAT) GRANT-FUNDED FARE SUBSIDY PROGRAM FOR RIDERS 18 YEARS OF AGE AND YOUNGER

Ms. Forte stated that one of the policies approved states that the TCRTA Board shall evaluate and approve proposed member agency fare changes prior to implementation. The fare change for TCAT needs to be approved even though it is a grant funded initiative. Ms. Forte explained that children under 6 currently ride for free and this new change would allow riders aged 7 to 18 to ride for free as well. Ms. Forte outlined the subsidy funded by TCaT's Low Carbon Transit Operations Program (LCTOP) funds; adding that there was a state level bill proposed which would require transit agencies to provide free rides to all riders 18 and under.

Upon motion by Member Valero and seconded by Member Gomez the Tulare County Regional Transit Agency unanimously approved the fare change as presented.

14. INFORMATION: DISCUSSION ITEM: FREE FARES

Mr. Tree provided information and background on the complex issue of free fares, highlighting topics such as business development, social services, mobility and equity, reviewing pros, cons, and potential challenges with funding.

Mr. Smalley stated that if the Board desired more research could be completed and after much discussion further research was requested.

15. ALL ABOUT TRANSIT: COLLECTED CLIPPINGS

Mr. Tree briefly highlighted transit in the news recently and provided copies of the articles for review.

16. OTHER BUSINESS

a. Information: Items from Staff.

Mr. Tree would be looking at funding sub allocation methodology and formulas. Mr. Tree stated that Cares Act funding and apportionments were being discussed and would like to submit a letter to TCAG for open discussion.

Ms. Forte announced that Unmet Transit Needs were being reviewed, comments were still being collected until March 31st, and two public hearings would be held with an option to attend via Zoom on March 15th.

b. Information: Items from Board Members.

None

c. Request from Board Members for Future Agenda Items.

Discussion ensued regarding transition of management from Tulare Transit to TCRTA and evaluation of a timeline would be discussed further, possibly in March 2021.

Mr. Thusu requested that an update on micro-transit and timeline of implementation of any efforts be reported.

17. ADJOURN

The meeting adjourned at 4:41 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on

Monday, March 15, 2021 at 3:00 p.m. in the Tulare County Board of Supervisors
Chambers, 2800 W. Burrel Avenue, Visalia, CA 93291.

Tulare County Regional Transit Agency

AGENDA ITEM 6

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Fiscal Year 2020/2021 Interim Budget

DISCUSSION:

At the January 11, 2021 and February 8, 2021 Board Meetings, staff presented the Fiscal Year 2020/2021 Draft Interim Budget for review and discussion.

The Interim Budget contains work elements as well as revenues and expenditures anticipated for the remainder of the fiscal year. Attached is a copy of the FY 2020/2021 Interim Budget.

The total estimated revenues for FY 2020/2021 are \$259,433. Of those revenues, \$100,000 is from TCAG reserves and \$159,433 is from undesignated Measure R Transit/Bike funds.

The total estimated expenditures for FY 2020/2021 are \$259,433. Of those expenditures, \$140,625 is salary related, \$50,000 in professional services for the design of Agency branding, and \$9,005 for CalACT and CalStart memberships.

It is staff's recommendation that the Board approve the Fiscal Year 2020/2021 Interim Budget.

ATTACHMENT:

Fiscal Year 2020-2021 Interim 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>

AGENDA ITEM 7

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Federal Fiscal Year 2021 Certifications and Assurances for Federal Transit Administration Assistance Programs

DISCUSSION:

The Tulare County Regional Transit Agency is in the process of being recognized as a Federal Transit Administration (FTA) grantee for operating and capital financial assistance. A requirement of the grant approval process includes submittal of Certifications and Assurances for FTA verification of compliance.

The Certifications and Assurances cover multiple compliance areas, such as: conformity with Federal regulations, Civil Rights, Procurement, Americans with Disabilities Act (ADA), and Drug and Alcohol Testing requirements.

For Federal Fiscal Year 2021, the FTA made the following changes to the annual Certifications and Assurances: added coronavirus relief and CARES Act Certification, removed certification regarding restricted telecommunications and video surveillance equipment and services, updated certification regarding public transportation agency safety plans (PTASP), and added catch-all certification for Public Transportation on Indian Reservations Formula and Discretionary Programs (Tribal Transit Programs).

The Tulare County Regional Transit Agency is also required to designate a representative to affirm compliance with the Certifications and Assurances as a part of the grant application process. Staff recommends that the Executive Director, as a designee of Tulare County Regional Transit Agency, sign the declaration and affirmation of FTA Certifications and Assurances on behalf of the Agency along with Affirmation by County Counsel.

Failure to approve FTA Certifications and Assurances will result in FTA's withholding of any future federal financial assistance.

Staff recommends that Board authorize: (1) the Executive Director to execute the Federal Fiscal Year 2021 Certifications and Assurances for Federal Transit Administration Assistance Programs/Affirmation of Applicant; (2) file grant application(s) on behalf of the Agency; (3) execute a grant agreement(s); and (4) in concurrence with and execution of the Affirmation of Applicant's Attorney Certification by County Counsel.

ATTACHMENT:

FY 2021 FTA Certifications and Assurances

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies that, to the maximum extent possible, and consistent with the Consolidated Appropriations Act, 2021 (Public Law 116–260):

- (a) Funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider’s Accountable Executive

(as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant’s lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other

use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for

Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least

- 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
- (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS
PILOT PROGRAM.**

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO
EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent

transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. L, title I, § 199(b).

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 21. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing.

Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

**FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Tulare County Regional Transit Agency

The Applicant certifies to the applicable provisions of categories 01–21. x

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<hr/>
02 Public Transportation Agency Safety Plans	<hr/>
03 Tax Liability and Felony Convictions	<hr/>
04 Lobbying	<hr/>
05 Private Sector Protections	<hr/>
06 Transit Asset Management Plan	<hr/>
07 Rolling Stock Buy America Reviews and Bus Testing	<hr/>
08 Urbanized Area Formula Grants Program	<hr/>
09 Formula Grants for Rural Areas	<hr/>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<hr/>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<hr/>

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Construction Hiring Preferences

20 Cybersecurity Certification for Rail Rolling Stock and Operations

21 Tribal Transit Programs

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Tulare County Regional Transit Agency

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to

FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: March 15, 2021

Name Theodore Smalley, Executive Director Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Tulare County Regional Transit Agency

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: March 15, 2021

Name Jeffrey L. Kuhn, County Counsel Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

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AGENDA ITEM 8

March 15, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Authorize the Filing of Applications with the Federal Transit Administration

DISCUSSION:

A number of steps must be taken in order for the TCRTA to be recognized as a transit operator and eligible recipient of federal transit funds. The TCRTA must establish itself as a legal entity eligible to receive and administer federal funds. The attached resolution is one of the steps required by the FTA to begin establishing authority for the TCRTA to be able to file applications for grant funds as a transit operator.

The Board adopted a similar resolution in December 2020. This resolution will supersede the previous. One element has been added to this resolution, stating that the TCRTA “has received authority from the Designated Recipient to apply for Urbanized Area Program Formula assistance.” This action has been recently taken and will allow TCRTA to apply for federal urbanized area funds, such as Section 5307 funding.

ATTACHMENT:

1. Resolution authorizing the filing of applications with the Federal Transit Administration.

BEFORE THE
TULARE COUNTY REGIONAL TRANSIT AGENCY (TCRTA)
COUNTY OF TULARE, STATE OF CALIFORNIA

RESOLUTION: 2021-001

IN THE MATTER OF:

Authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, and any other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been authorized to provide funding to support public transportation under 49 U.S.C. Chapter 53; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the TCRTA, and may require the TCRTA to provide the non-Federal share of transportation-related expenses supported with Federal financial assistance; and

WHEREAS, the TCRTA is legally authorized under Federal, state, or local law to apply for and receive Federal assistance; and

WHEREAS, the TCRTA has received authority from the Designated Recipient to apply for and receive Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307; and

WHEREAS, the TCRTA is required to provide certain certifications and assurances to the Federal Transit administration at least annually.

NOW, THEREFORE, BE IT RESOLVED BY the Tulare County Regional Transit Agency:

1. That the Executive Director is authorized to execute and file an application for federal assistance on behalf of the Tulare County Regional Transit Agency with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or any other federal statutes authorizing activities administered by the Federal Transit Administration; and

2. That the Executive Director is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement; and
3. That the Executive Director is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Tulare County Regional Transit Agency; and
4. That the Executive Director is authorized to draw payments against available grant funding.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 15th day of March, 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

TULARE COUNTY REGIONAL TRANSIT AGENCY

Jose Sigala
Chair, TCRTA

Ted Smalley
Executive Director, TCRTA

CERTIFICATION

The undersigned duly qualified Executive Director, acting on behalf of the Tulare County Regional Transit Agency, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Tulare County Regional Transit Agency held on March 15, 2021.

Signature: _____

Date: _____

AGENDA ITEM 9

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Authorize Executive Director to Sign a Letter of Intent to Participate in the California Integrated Mobility Program

DISCUSSION:

California is one of the leading economies in the world, and home to many of the private sector's new mobility and financial innovators, as well as the largest and most complex public transportation system in the United States.

Today, residents and visitors face a disaggregated public transportation network that is often not as friendly to use as it might be, is costly to operate and faces new competition for ridership in many places. To address these issues, and improve the current mobility system, the California State Transportation Agency (CalSTA) and its partners are engaged in an initiative to facilitate easy and accessible travel planning and payments across California. The California Integrated Travel Project (Cal-ITP) is dedicated to making travel simpler and cost-effective for all.

The two primary goals of Cal-ITP are (a) standardization of trip planning information systems on the Real Time General Transit Feed Specification (GTFS-RT) and (b) standardization of payment on EMV contactless payment acceptance for all transportation providers in California.

Cal-ITP has established a procurement mechanism to allow the Tulare County Regional Transit Agency and the City of Visalia to procure the three components necessary for enabling EMV contactless acceptance through a cooperative purchase.

The three components are available through the Cal-ITP Mobility Marketplace and include: (a) Payment Acceptance Devices (validators), (b) Transit Processing services and (c) Payment Processing services.

The start-to-finish EMV contactless payment procurement and implementation timeline is an estimated six months (including preparation, contracting, installation and testing, marketing and communications, and launch).

It is staff's recommendation that Board authorize the Executive Director to execute the Letter of Intent to: (1) begin pursuing compliance with the California Minimum GTFS Guidelines; (2) begin the process to start accepting EMV contactless payments; (3)

participate in the Cal-ITP Mobility Marketplace cooperative purchase for payment acceptance devices, transit processing services, and payment processing services; and (4) cooperate with Cal-ITP on a data sharing protocol to provide access to anonymized transit transaction data.

ATTACHMENT:

California Integrated Mobility Program Letter of Intent

This **LETTER OF INTENT** ("LOI") made this 15 day of March, 2021.

BETWEEN

Tulare County Regional Transit Agency

("Transit Agency")

- AND -

California Integrated Mobility Program

("Cal-ITP")

Is a non-binding agreement between the Transit Agency and Cal-ITP, in which the Transit Agency agrees to begin updating its trip planning information system to real time General Transit Feed Specification (GTFS-rt) and upgrading its fare system to allow for acceptance of EMV contactless payments, and Cal-ITP agrees to provide technical assistance to support a successful implementation for both GTFS-rt and EMV contactless payments.

Background:

1. Two primary goals of Cal-ITP are (a) standardization of trip planning information systems on the Real Time General Transit Feed Specification and (b) standardization of payment on EMV contactless payment acceptance for all transportation providers in California.
2. Cal-ITP developed a set of [California Minimum GTFS Guidelines](#) which promote reliable, real-time trip planning information for riders and better coordination and service delivery across California - which benefits riders and industry participants.
3. Cal-ITP established a procurement mechanism so that the Transit Agency can procure up to three components necessary for enabling EMV contactless acceptance through cooperative purchases.
4. The three components available through the Cal-ITP Mobility Marketplace include: (a) Payment Acceptance Devices (validators), (b) Transit Processing services and (c) Payment Processing services.
5. The start-to-finish EMV contactless payment procurement and implementation timeline is an estimated six months (including preparation, contracting, installation and testing, marketing and communications, and launch).

Transit Agency hereby agrees:

1. To begin pursuing compliance with the California Minimum GTFS Guidelines;
2. To begin the process to start accepting EMV contactless payments;
3. To participate in the Cal-ITP Mobility Marketplace cooperative purchases for payment acceptance devices (validators), transit processing services and payment processing services; and

4. To cooperate with Cal-ITP on a data sharing protocol to provide access to anonymized transit transaction data.

Cal-ITP hereby agrees:

1. To provide technical assistance to the Transit Agency in a timely and responsible manner.
2. To update the Transit Agency on relevant developments related to Cal-ITP and the Mobility Marketplace.

SIGNED

_____ [*Signature*]

Theodore Smalley _____ [*Print Name*]

Executive Director _____ [*Print Title*]

Transit Agency



Gillian Gillet

Program Manager

California Integrated Mobility Program

AGENDA ITEM 10

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Fiscal Year 2020-2021 Low Carbon Transit Operations Program (LCTOP) Project

DISCUSSION:

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 bus or 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 agencies whose service area includes disadvantaged communities, at least 50 percent of the total moneys received shall be expended on projects that will benefit disadvantaged communities.

This program is administered by the California Department of Transportation (Caltrans) in coordination with the California Air Resources Board (CARB) and the State Controller's Office (SCO). Caltrans is responsible to ensure that the statutory requirements of the program are met in terms of project eligibility, greenhouse reduction, disadvantaged community benefit, and other requirements of the law.

The Fiscal Year 2020-2021 LCTOP Apportionment for Tulare County is \$551,290. The attached table provides the individual amounts for each jurisdiction.

Historically, due to the limited allocation of funds for each jurisdiction, most jurisdictions have traded LCTOP funds with the City of Visalia in return of Local Transportation Funds (LTF).

As a ridership recovery and expanded free fare strategy, transit staff from TCRTA member agencies have discussed a project and recommend that they contribute their FY 2020-2021 appropriations to expand the 18 and younger Free Fare Program currently operated by member agency Tulare County Area Transit (TCaT). Free Transit Programs qualify under LCTOP Program guidelines.

It is anticipated that member agencies, Exeter and Farmersville, will transfer their LCTOP funds to the City of Visalia to help cover the cost of existing transit services within their community that is currently provided by Visalia Transit.

The anticipated LCTOP apportionment for this project will be \$360,698 and will be sufficient to fully fund the project. The anticipated project start date could be as early as the start of FY 2021, July 1, 2021.

LCTOP project submittals are due April 9, 2021, and because TCRTA is not quite ready to be a recognized transit operator, TCaT has agreed to be the agency on record and perform grant management responsibilities.

LCTOP project data collection is an important requirement of the program. It is recommending that existing data collection and reimbursement methodologies that have been established as part of the regional monthly pass (T-Pass) program be followed for the project.

Staff recommends that the Board approve: (1) the LCTOP FY 2020-2021 Project (18 and younger Fare Free Program), (2) authorize the transfer of participating member agency LCTOP apportionments to TCaT, and (3) authorize TCaT to be the member agency on record and perform grant management responsibilities on behalf of TCRTA member agencies.

ATTACHMENT:

FY 2020-2021 LCTOP Allocation Table

2020/21 Low Carbon Transit Operations Program Apportionments

Agency	Population 1/1/2020	% of Total Population	PUC 99313	PUC 99314	Available 2020/21	Transfer Amounts	Transfers To	Total Balance
Dinuba	21,453	4.8517%	\$23,472	\$1,986	\$25,458	\$0	NA	\$25,458
Exeter	10,334	2.3371%	\$11,306	\$0	\$11,306	\$0	NA	\$11,306
Farmersville	10,588	2.3945%	\$11,584	\$0	\$11,584	\$0	NA	\$11,584
Lindsay	11,768	2.6614%	\$12,875	\$0	\$12,875	\$0	NA	\$12,875
Porterville	54,165	12.2496%	\$59,261	\$6,084	\$65,345	\$0	NA	\$65,345
Tulare	59,278	13.4059%	\$64,855	\$4,232	\$69,087	\$0	NA	\$69,087
Visalia	124,442	28.1429%	\$136,150	\$31,552	\$167,702	\$0	NA	\$167,702
Woodlake	7,279	1.6462%	\$7,964	\$98	\$8,062	\$0	NA	\$8,062
County*	142,872	32.3109%	\$161,314	\$8,557	\$179,871	\$0	NA	\$179,871
Total	442,179	100.0%	\$483,781	\$52,509	\$551,290	\$0	NA	\$551,290

Updated 3/4/21

* Includes an Additional Regional Allocation for Self Help Enterprises AHSC Sequoia Crossing Project

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AGENDA ITEM 11

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Free Fares to Vaccination Appointments

DISCUSSION:

Over the past several months, transit providers across the nation have begun offering free transit rides for everyone who needs to get to their COVID-19 vaccination appointment location. Locally, the Tulare County Health and Human Services has requested that Tulare County transit providers work together to tackle transportation issues to ensure residents can get to and from vaccination appointments.

On March 5, 2021, Tulare County transit providers met to discuss the challenges many face when seeking transportation to vaccine appointments. To address these challenges, the transit providers agreed that transportation is a key partner with public health when it comes to ensuring the public is vaccinated. The transit providers determined that the most economical way to quickly deploy a coordinated Free Fares to Vaccination Appointments Program was to offer free rides on all fixed route services within Tulare County. Upon boarding a fixed route service, members of the public only need to show the digital confirmation of their vaccination appointment to receive the free ride.

Understanding that this does not alleviate all of the transportation challenges, the transit providers also agreed to continue to explore additional public transportation services to reduce the travel time and specifically target the elderly and those in other vulnerable categories.

One public transportation service method the transit providers are in the process of exploring is the opportunity to deploy on-demand services across the county. On-demand service is a demand response type of service in which the public utilize either a smartphone mobile application or call in a door-to-door trip reservation. On-demand service will provide a direct trip to vaccination locations dramatically reducing travel time as well as provide a safe service for the elderly and other vulnerable categories. Currently, on-demand service is only offered in and around the City of Porterville.

TransLoc, the City of Porterville's current on-demand software provider, has offered their services at no cost to transit providers to provide on-demand free fare vaccination appointment trips countywide. TransLoc is also capable of offering this service within twenty-four hours.

Operating a countywide on-demand service will be an additional expense to transit providers, requiring additional vehicles, staffing, and technology equipment (tablets) that requires further evaluation. It is the transit provider's intent to bring back to the Board an improved Free Fare for Vaccination Appointment Program in April.

It is staffs recommendation that Board approve the Free Fares for Vaccination Appointments on all fixed routes within Tulare County, starting March 16, 2021. Funding for this program will be provided by transit providers operating budgets.

ATTACHMENT:

None

AGENDA ITEM 12

March 15, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Information: Unmet Transit Needs

DISCUSSION:

The Transportation Development Act (TDA) of 1971 is the state law that governs the majority of public transportation funding in California. The TDA established two major transportation funds.

1. State Transit Assistance (STA) Fund

STA revenues are derived from sales tax on diesel fuels. Funds are then apportioned to Transportation Planning Agencies (TCAG, in Tulare County) based on both population and the proportion of fare revenues generated by local transit agencies compared to others in the state. STA funds can only be used on transit, on both operations and capital projects. In 2019/2020 the Tulare County region was apportioned approximately \$4.5 million in these funds.

2. Local Transportation Fund (LTF)

LTF revenues are derived from a ¼ cent general sales tax and are returned to source on a county basis, to the Transportation Planning Agency. LTF funds may be used for transit operations or capital projects, or, with some population-related exceptions, on streets and roads projects. Agencies in Tulare County are eligible to use LTF funds on streets and roads projects if they have met unmet transit needs that are deemed reasonable to meet. In 2019/2020 the Tulare County region was apportioned approximately \$19.5 million in these funds.

Senate Bill 1, passed in 2017, added the State of Good Repair (SGR) program to the mix. SGR is apportioned the same way as STA, but can only be used on specified capital projects. In 2019/2020 the Tulare County region was apportioned approximately \$700,000 in SGR funds.

There are many processes and procedures in the TDA. This staff report will outline the Unmet Transit Needs Process. TCAG, the local Transportation Planning Agency, is responsible for soliciting feedback from residents on their public transportation needs. TCAG accepts comments all year, but launches an outreach campaign each year in February and March. There are a number of methods used to reach a wide variety of residents. There are posters hung in dozens of places in Tulare County. They have pre-paid post cards that can be pulled off, filled out, and dropped in a mailbox. For many

years this method resulted in the highest number of comments received and the strategically placed post cards are still essential to reaching some populations. There are posters with QR codes that can be scanned by a smartphone to direct you to a survey that are hung in public places. Most popular the last few years has been submitting comments on TCAG's Facebook page. TCAG also works with Health and Human Services, libraries, etc. to get the word out. A short video is shown in some agency lobbies and radio advertising has been used in the past.

The law requires at least one public hearing. TCAG typically holds two, on the same day as the March TCAG Board meeting. Last year TCAG received over 60 comments. About two-thirds of them were submitted in Spanish.

After comments are sorted, transit providers review them. Many of the requests are easily cleared up with further information or may not directly apply to this process, but many require review and discussion. Transit providers respond to the requests, and those responses are brought to the Social Services Transportation Advisory Council (SSTAC). The SSTAC is required in the TDA. This council reviews the unmet transit needs requests and the responses from providers. It then makes recommendations to the TCAG Board regarding which requests are "reasonable to meet". There is adopted criteria for what is considered reasonable to meet per the TDA. Transit requests need to meet certain cost and/or performance thresholds, for example, in order to be considered an unmet transit need reasonable to meet. The TCAG Board has the final say on which requests meet this criteria. In order to use LTF funds on streets and roads projects in the following year, an agency must first fulfill all transit needs that were determined to be reasonable to meet.

This process is currently underway. TCAG held a hearing at 1:00 p.m. today concurrent with its regularly scheduled Board meeting. Residents could attend the hearing in person or on Zoom. A Zoom-only hearing will be held this evening at 5:30 p.m. TCAG will compile and sort all comments received by March 31st. Final unmet transit needs decisions are typically made by the TCAG Board in June each year. Staff will keep this Board up to date on the unmet needs process. There will be comments received from residents concerning TCRTA member agency services to view, and the TCRTA will be notified if any unmet needs requests are deemed reasonable to meet.

ATTACHMENT:

None

AGENDA ITEM 14

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Information: Draft Memorandum of Understanding for Transit Service

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."

In an effort to facilitate the discussion of assuming transit services or existing service agreements, staff has drafted the attached Memorandum of Understanding for Transit Services which will serve as a template for each member agency.

The draft Memorandum of Understanding for Transit Service covers topics, including but not limited to, Project Description, Lead Agency, Service Plan, Budget and Funding, Assets, Annual Reporting, Retention of Employees, Working Groups, Operating Performance Measures, Compliance with FTA Requirements, Federal and State Reporting, Fares, and Marketing.

As of March 2, 2021, staff has begun discussions with staff from the member agencies of the City of Woodlake and City of Dinuba. The parties have set a goal to finalize the MOU's in the next couple of months and bring to the Board these MOU's for approval consideration to begin transit services under TCRTA by the start of FY 2021.

Staff is planning to meet with the City of Tulare the week of March 15, 2021. Staff expects to begin discussions with the rest of the member agencies at the beginning of FY 2021.

ATTACHMENT:

Draft Memorandum of Understanding for Transit Service

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

**Regarding City of Woodlake Transit Service to Provide Regular, Demand
Response, Public Transit Service within the City of Woodlake**

**Effective Date: The later of the following to occur: i) July 1, 2021 or ii) the last
date on which all Parties have signed the MOU**

This Memorandum of Understanding (MOU, also referred to herein as Agreement) is entered into by and between the City of Woodlake, a municipal corporation (“WOODLAKE”), and the Tulare County Regional Transit Agency, a joint-powers authority (“TCRTA”), collectively referred to herein as “PARTIES” or “The PARTIES” and individually as “PARTY” for the purpose of defining The Parties’ roles, responsibilities, and commitments in conjunction with providing regular, demand response public transportation service within Woodlake.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, The PARTIES agree as follows:

1. Project Description

The Woodlake Transit Service (“PROJECT”) will provide regularly scheduled demand response service within the City of Woodlake. The PROJECT will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities. TCRTA in coordination with WOODLAKE will operate the service. The service will continue and the MOU shall remain in effect for approximately thirty-six (36) additional months from the Effective Date as defined above until June 30, 2024 unless terminated early by any PARTY, contingent on the availability of funding.

2. Lead Agency

TCRTA shall be the sole administrator of the PROJECT and be responsible for service contracting with a qualified bus operator (“CONTRACTOR”) and compliance with all federal and state requirements. TCRTA and CONTRACTOR will be compensated for its activities to administer and operate the PROJECT, to the extent such costs are clearly attributed to the PROJECT, and operating costs detailed in the ANNUAL REPORT.

3. Procurement of Insurance Coverage and Indemnification

THE PARTIES agree to procure and maintain liability insurance in an amount sufficient to protect against claims that may be filed against THE PARTIES for the services they provide, or THE PARTIES may elect to self-insure against such claims as provided by their respective government policies.

In lieu of and notwithstanding to pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, THE PARTIES agree all losses or liabilities incurred by a PARTY shall not be shared pro rata but instead THE PARTIES agree pursuant to Government Code Section 895.4, each PARTY hereto shall fully indemnify and hold each of the other PARTIES, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to that PARTY under this Agreement. No PARTY, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other PARTIES hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other PARTIES under this Agreement.

4. Service Plan

The Project Description, as established in Section 1, defines the Woodlake Transit service plan as providing demand response service within the City of Woodlake and some unincorporated areas of Tulare County.

The definition of Demand Response, as defined by 49 C.F.R Section 604.3(g), is any non-fixed route system of transporting individuals that requires advanced scheduling by the customer, including services provided by public entities, nonprofits, and private providers.

The transit service will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities.

The transit service will operate a minimum of five days a week, Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.

To the extent practicable, the transit service will provide for efficient interlinking connections between Tulare County Area Transit (TCaT), and other transit services.

5. Budget and Funding

The primary sources of funding for the PROJECT will be Federal Transit Administration (FTA) Section 5311 funds designated by TCRTA, and Transportation Development Act (TDA) funds designated by WOODLAKE, or other funding if it becomes available.

The Fiscal Year (FY) 2021/2022 PROJECT Budget is provided in Attachment A.

6. Project Assets

Assets transferring from one PARTY to another PARTY 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.

PROJECT assets provided by PARTIES is provided in Attachment B.

7. Annual Report

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report (ANNUAL REPORT) to WOODLAKE. The purpose of the ANNUAL REPORT is to evaluate the performance and to calculate an annual contribution from each PARTY for the PROJECT. The purpose of the ANNUAL REPORT is to facilitate WOODLAKE’s TDA claims for the next fiscal year.

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

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

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the PROJECT. In addition, the ANNUAL REPORT will include operating data from the prior year. The ANNUAL REPORT shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the PROJECT and per PARTY.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established pursuant to Section 12 of 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, as described in further detail in Section 7 of this MOU.
7. Surplus balances reflected in the ANNUAL REPORT will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the PROJECT. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.
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 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.

8. Annual Projection

TCRTA will prepare an annual projection (ANNUAL PROJECTION) to operate the PROJECT for the next fiscal year and will provide to the PARTIES as part of the ANNUAL REPORT. The ANNUAL PROJECTION will include the following for the next year and

an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the PROJECT, and projected operating performance. The annual projected net operating costs will be equally divided to each PARTY as their contribution.

In the event TCRTA does not provide a complete ANNUAL REPORT by February 1st every year, the PARTIES contributions will be limited to the amount approved by the Working Group 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.

9. Securing Funding

The PARTIES will work cooperatively to pursue other federal or state grant opportunities where appropriate for the PROJECT in order to augment or reduce Transportation Development Act (TDA) and local funds needed for continuation of the service.

TCRTA will be responsible for submitting grant applications.

If a local match is required to receive grant funding, for the PROJECT, then subject to necessary PARTY approvals, Woodlake will contribute Transportation Development Act

(TDA) matching funds needed to meet the required local match, and the PARTIES will execute the necessary paperwork to facilitate receipt of grants.

10. Retention of Employees

Pursuant with California Labor Code 1072, TCRTA and CONTRACTOR will agree to retain qualified, non-management employees of the current service for a period of at least twelve (12) months.

11. Working Group

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

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

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

The Working Group will assist in the development and evaluation of detailed service plans, routes, schedules, 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.

12. Service Proposal

This MOU contains the service and financial parameters, and operating performance measures to operate the PROJECT. Annual performance measures for the term of the PROJECT will provide thresholds to gauge the PROJECT's performance. If the service is failing to meet one or more performance measures, then reasonable efforts will be made to modify the service to improve performance. The service may also be discontinued by termination of the MOU after reasonable efforts have been made.

13. Operating Performance Measures

The Working Group, as established in Section 10, shall establish operating performance measures and their benchmarks to evaluate the effectiveness of the service. The operating performance measures are listed as follows:

- Farebox Recovery Ratio (10%)
- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Trip
- Net Operating and Capital Costs of PROJECT per each PARTY

Modifications to the Operating Performance Measures will be made by the Working Group.

Operating Performance Measures and their benchmarks will be included in the ANNUAL REPORT.

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

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

14. Bus Equipment

The PROJECT service will utilize Americans with Disabilities Act (ADA) compliant transit vehicles suitable for freeway operations.

If PROJECT utilizes an existing vehicle from the PARTIES, or another TCRTA member, possession of the vehicle title shall be transferred to TCRTA.

If TCRTA purchases a new vehicle, it shall be registered to TCRTA, for the specific use of the PROJECT. TCRTA shall use the Capital Reserve to purchase vehicles. If additional funds are required, the PARTIES shall share the net costs pursuant to Sections 8 of this MOU.

If this Agreement is terminated and the PROJECT is discontinued, then the PROJECT vehicles shall be sold by TCRTA, and all proceeds from the sale shall be split based on the contributions among the PARTIES.

If any vehicles are sold prior to the termination of this Agreement, all proceeds from the sale shall be directed to the Capital Reserve for future vehicle purchase and/or required for

vehicle infrastructure. If the PARTIES agree a Capital Reserve is not needed, the proceeds shall be split based on the contributions among the PARTIES.

Any disposition of federally assisted property before the end of its useful life requires prior FTA approval. FTA is entitled to its share of the remaining federal interest.

15. Service Contracting

TCRTA will prepare any Request for Proposals (RFP) needed for the provision of operating services by a CONTRACTOR for the PROJECT. The RFP shall meet all applicable federal requirements. The Working Group will be provided the opportunity for review and input on the scope of work for service contracts. TCRTA will also be responsible for the sale of advertising, if any, on the PROJECT.

16. Contractor Insurance and FTA Terms

TCRTA shall require the CONTRACTOR of the PROJECT to comply with the indemnity and insurance requirements and FTA Terms specified in Appendix A and B and provide all PARTIES with copies of the Certificates of Insurance, including the endorsement(s) naming THE PARTIES as additional insured.

17. Federal and State Reporting

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

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

18. Fares

One-way fares for the PROJECT will be set initially set at \$1.00 for the general public and \$0.25 for senior citizens. All TCRTA member agencies will work together to insure that transfers are free from the intercity service to local systems. Fare changes will be evaluated when determined necessary by TCRTA. TCRTA will evaluate data to formulate recommendations for fare changes subject to the approval of TCRTA's governing body.

19. 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.

20. Records, Audit and Review

TCRTA shall keep such business records pursuant to this Agreement 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 Agreement. Such records shall include documents necessary to show compliance with Section 7 “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 or CONTRACTOR’s regular business hours upon reasonable notice.

21. Amendment

This Agreement may be amended or extended only by the written consent of all PARTIES.

22. Termination

Any PARTY to this MOU may terminate its participation under this Agreement by giving ninety (90) days written notification to the other PARTIES.

23. 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.

24. 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.

25. 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.

26. Warranty of Authority

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

27. 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.

28. 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.

29. Points of Contact

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

City of Woodlake

City Administrator
350 N. Valencia Blvd
Woodlake, CA 93286

Tulare County Regional Transit Agency

Executive Director
210 N. Church St., Suite B
Visalia, CA 93291

30. Counterpart Signatures & Effective Date

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

CITY OF WOODLAKE

Mayor

Date

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

TULARE COUNTY REGIONAL TRANSIT AGENCY

Chair

Date

ATTEST:

By: _____
Executive Director

Approved as to Form:

By: _____
County Counsel

FY 2021/2022 Budget

Operating Expenses

Project Assets

CONTRACTOR shall comply with the following requirements. CONTRACTOR shall not subcontract any service(s) provided under this Agreement without the written consent of the Tulare County Regional Transit Agency and full compliance by any subcontractor with the requirements of this Agreement.

1. Indemnification

CONTRACTOR (TRANSPORTATION COMPANY) agrees to indemnify, defend (with counsel reasonably approved by legal counsel for THE PARTIES) and hold harmless THE PARTIES and their authorized officers, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses (including but not limited to attorneys' fees) incurred by THE PARTIES on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. CONTRACTOR shall notify THE PARTIES immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

2. Insurance, Insurance Specifications

CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

A. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollar (\$1,000,000) limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.

If CONTRACTOR has no employees, it may certify or warrant to THE PARTIES that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

B. Commercial/General Liability Insurance

CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and a two million dollar (\$2,000,000) general aggregate limit.

C. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than three million dollars (\$3,000,000) for bodily injury and property damage, per occurrence.

D. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. An additional insured Endorsement shall be provided on the Umbrella policy as it relates to the primary policies requiring an Additional Insured Endorsement.

3. Additional Insured

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming and their officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured liability but shall allow coverage for THE PARTIES to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (From B) endorsement form ISO, CG 2010.11 85.

4. Waiver of Subrogation Rights

CONTRACTOR shall require the carriers of required coverage’s to waive all rights of subrogation against THE PARTIES, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONTRACTOR and CONTRACTOR’s employees or agents from

waiving the right to subrogation prior to a loss or claim. SUBCONTRACTOR hereby waives all rights of subrogation against THE PARTIES.

5. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by THE PARTIES.

6. Severability of Interests

CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and THE PARTIES or between any FUNDING PARTNER and any other insured or additional insured under the policy.

7. Proof of Coverage

CONTRACTOR shall furnish Certificates of Insurance to TCRTA evidencing the insurance coverage, including Additional Insured. Endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to TCRTA, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete copies of the policies and endorsements immediately upon request.

8. Acceptability of Insurance Carrier

Unless otherwise approved by THE PARTIES, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".

9. Deductibles and Self-Insured Retention

Any and all deductibles in excess of \$10,000 shall be declared to THE PARTIES. A self-insured Retention is not acceptable.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The PROJECT is funded by FTA, in whole or in part, and all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any TCRTA requests which would cause TCRTA to be in violation of the FTA terms and conditions.

Disadvantaged Business Enterprise (DBE)

This PROJECT and eventual contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. TCRTA establishes a separate DBE for every contract.

CONTRACTOR 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 this DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach, which may result in contract termination or such other remedy as TCRTA deems appropriate. Each subcontract CONTRACTOR signs with a subCONTRACTOR must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

CONTRACTOR will be required to pay its subCONTRACTORs performing work related to this PROJECT for satisfactory performance of that work no later than 30 days after CONTRACTORS receipt of payment for that work from TCRTA. In addition, CONTRACTOR is required to return any retainage payments to those subCONTRACTORs within 30 days after incremental acceptance of the subCONTRACTOR's work by TCRTA and CONTRACTORS receipt of the partial retainage payment related to the subCONTRACTOR's work.

CONTRACTOR must promptly notify TCRTA, whenever a listed subCONTRACTOR performing work related to this contract is terminated or fails to complete its work. CONTRACTOR may not terminate any listed subCONTRACTOR and perform that work through its own forces or those of an affiliate without prior written consent of TCRTA.

Non-Discrimination Assurance – Title VI Civil Rights Act

The CONTRACTOR shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts.

Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

The CONTRACTOR shall obtain the same assurances from its joint venture partners, subCONTRACTORS, and sub-consultants by including this assurance in all subcontracts entered into under this Agreement.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as TCRTA deems appropriate.

Equal Employment Opportunity (EEO)

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws.

The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Other Federal Compliance Requirements (Federal Clauses) - Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between TCRTA and FTA.

No Obligation by the Federal Government

TCRTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to TCRTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (49 USC Sec 11).

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subCONTRACTOR who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subCONTRACTOR who will be subject to the provisions.

Suspension and Debarment

This PROJECT and eventual contract is a covered transaction for purposes of 49 CFR Part 29. As such, CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, CONTRACTOR certifies as follows:

“The certification in this clause is a material representation of fact relied upon by TCRTA. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to TCRTA, the Federal Government may pursue available remedies,

including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Charter Service Operations

CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Federal Privacy Act Requirements

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials

CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Safe Operation of Motor Vehicles

CONTRACTOR agrees as follows:

A. Seat Belt Use:

In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles.

B. Distracted Driving, Including Text Messaging While Driving:

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, CONTRACTOR is encouraged to comply with the terms of the following Special Provision:

C. Definitions. As used in this section Provision:

- i. "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- ii. "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

D. Safety.

CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

- i. CONTRACTOR-owned or CONTRACTOR-rented vehicles or Government owned, leased or rented vehicles;
- ii. Privately owned vehicles when on official contract related business or when performing any work for or on behalf of TCRTA;
- iii. Any vehicle, on or off duty, and using an employer supplied electronic device.

Energy Conservation

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321, 49 CFR 622 Subpart C).

Conflict of Interest

Conflict of Interest terms will be in force throughout the term of this Agreement. More specifically, the following shall apply:

General

Depending on the nature of the work performed, a CONTRACTOR of TCRTA may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and California law that govern TCRTA's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement.

The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under TCRTA's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by TCRTA.

No person previously in the position of Director, Officer, employee or agent of TCRTA during his or her tenure or for one (1) year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before TCRTA, or any Officer or employee of TCRTA, for a period of one (1) year after leaving office or employment with TCRTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

Organizational Conflicts of Interest

CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to TCRTA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive

advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR shall not engage the services of any subCONTRACTOR or independent CONTRACTOR on any work related to this Agreement if the subCONTRACTOR or independent CONTRACTOR, or any employee of the subCONTRACTOR or independent CONTRACTOR, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR immediately shall provide TCRTA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by TCRTA, TCRTA will consider the conflict presented and any alternatives proposed and meet with the CONTRACTOR to determine an appropriate course of action. TCRTA's determination as to the manner in which to address the conflict shall be final.

During the term of this Agreement, CONTRACTOR must maintain lists of its employees, and the subCONTRACTORS and independent CONTRACTORS used and their employees. CONTRACTOR must provide this information to TCRTA upon request.

However, submittal of such lists does not relieve the CONTRACTOR of its obligation to assure that no organizational conflicts of interest exist. CONTRACTOR shall retain this record for five (5) years after TCRTA makes final payment under this Agreement. Such lists may be published as part of future TCRTA solicitations.

CONTRACTOR shall maintain written policies prohibiting organizational conflicts of interest and shall ensure that its employees are fully familiar with these policies. CONTRACTOR shall monitor and enforce these policies and shall require any subCONTRACTORS and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by TCRTA in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

Ethics in Public Contracting

CONTRACTOR certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. By submitting a Proposal, the CONTRACTOR certifies that its Proposal was made without fraud; that it has not offered or received any

kickbacks or inducements from any other CONTRACTOR in connection with the offer; and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.

The CONTRACTOR further certifies that no relationship exists between itself and the TCRTA or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the TCRTA.

Prior to the award of any contract, the potential CONTRACTOR may be required to certify in writing that no relationship exists between the CONTRACTOR and any TCRTA employee, officer, official, or agent that interferes with fair competition or is a conflict of interest with respect to a contract with TCRTA.

More than one (1) Proposal from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a CONTRACTOR has interest in more than one (1) Proposal for the work solicited may result in rejection of all Proposals in which the CONTRACTOR is believed to have an interest.

Substance Abuse Program

TCRTA adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for “safety-sensitive” employees. Pursuant to these regulations, TCRTA requires that CONTRACTORS who “stand in the shoes” of TCRTA are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. CONTRACTOR is required to comply fully with all Department of Transportation (“DOT”) and Federal Transit Administration (“FTA”) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subCONTRACTORS performing safety-sensitive functions.

The CONTRACTOR’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”) and 49 CFR Part 40, (“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”).

CONTRACTOR will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for TCRTA to undergo pre-employment drug testing and make drug test result inquiries of prior DOTregulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

CONTRACTOR must notify TCRTA’s Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test. Any employee of the CONTRACTOR

found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

CONTRACTOR must fully cooperate with TCRTA in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that TCRTA requires of CONTRACTOR.

CONTRACTOR further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to TCRTA.

CONTRACTOR agrees to submit within thirty (30) days of award of the contract 1) verification that its safety-sensitive employees are included as part of a random testing pool; 2) a copy of CONTRACTOR’s substance abuse policy; and 3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by TCRTA, may result in the Agreement being terminated for default.

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AGENDA ITEM 15

March 15, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Information: Executive Director Search Update

DISCUSSION:

On November 16, 2020 the TCRTA Board approved a job description and salary for the agency's Executive Director. The TCRTA also elected to have that position housed at TCAG and recruited by Tulare County.

The Executive Director position was posted on February 14th and applications are due March 17th. The advertisement was posted a number of places. Key posting locations include:

Community Transportation Association of America (CTAA)
California Transit Association (CTA)
California Association for Coordinated Transportation (CALACT)
Transit Talent
Government Jobs
Western City Magazine (League of California Cities publication)

The advertisement was also circulated to the Central Valley Transit Managers Group and through various planning-related job networks. It can be found on many websites, such as on Indeed, Glassdoor, Simply Hired, Tablon Latino, Zip Recruiter, and more.

The Ad Hoc Executive Director Search Committee met and discussed the hiring process. The process is planned to occur as follows: a committee of TCRTA member agency administrators/city managers and TCAG staff will narrow applications to ten. The Ad Hoc Executive Director Search Committee will review those ten applications and interview five candidates. Two candidates will be forwarded to the full TCRTA Board for review.

The exact timeline and process may need to be adjusted based on circumstances, such as human resources review and interview scheduling. Depending on timing, a special meeting may need to be called in order to review and interview candidates. Staff will keep the Board updated on the status of the process as appropriate.

ATTACHMENT:

None

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AGENDA ITEM 16

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Information: Implementation Update

DISCUSSION:

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

Staff presents the following items as informational:

Free Fare Analysis

On February 24, 2021, SBLB submitted a draft scope of work for a Free Fare Analysis. The attached draft scope of work evaluates the following areas: Free Fare Strategies Identified, Regional Fare Strategies, Fare Collection Costs, Post COVID-19 Impacts, Fare Modification Equity, and Comparable Transit System Strategies.

It is intended that the Free Fare Analysis will included both TCRTA member agencies and the City of Visalia.

On-Demand (Microtransit) Proposal

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 with the City of Porterville throughout Region. On February 16, 2021, Uber submitted the attached draft Agreement for staff's evaluation and comment. Staff is planning to discuss this Agreement and the On-Demand project at the next 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.

Non-Emergency Medical Transpiration (NEMT)

Staff is continuing to evaluate the opportunity of operating a non-emergency medical transportation (NEMT) service within the region. On February 18, 2021 staff held a meeting with staff from the Family Health Care Network to discuss the project. Staff is pleased with the level of interest from the Family Health Care Network and will be discussing next steps with the Technical Operations and Policy Committees.

ATTACHMENTS:

1. Draft Free Fare Scope of Work
2. Draft Uber Agreement

Draft Scope of Work

Estimate of Hours – 38 (Hafner 20; Babbitt 18)

TCRTA Free Fare, Regional Fare, Fare Technology – Period (30 day update of issues)

1. Free Fare Strategies Identified
 - a. Current system fare structures (including free categories) of region participants
 - b. System free fares – Revenue impact, ridership impact, pilot or “permanent” approach
 - c. Free fare by market segment
 - d. Free fare by sponsorship
 - e. Implications for TDA ratio compliance
2. Regional Fare Strategies
 - a. From current regional transit pass to equitable, seamless fares for customers
 - b. Flat fare strategies
 - c. Zone or distance fare strategies
 - d. Incremental sponsored fares
- ~~3. Fare Technology~~
 - ~~a. Smart card – local or regional; multiple carriers use same card different fares~~
 - ~~b. Paper ticket with magnetic strip~~
 - ~~c. Mobile smart device~~
 - ~~d. Validators (multimedia or single media), full farebox technology, cash vaults~~
 - ~~e. Fare capping (incl unbanked, underbanked)~~
 - ~~f. Fare technology integration with trip planning~~
4. Fare Collection Costs
 - a. Current cash collection costs
 - b. Current pass printing and distribution costs
 - c. Current cash count and deposit costs
 - d. Comparison of these costs to costs of pass
5. Post Covid-19 Impacts
 - a. Contactless fare acceptance
 - b. Length of free fare demonstrations
 - c. Potential of permanent fare changes
 - d. Simplify contacts with passengers
6. Fare Modification Equity
 - a. Disparate Impact eg TVM/farebox cashless mitigation
 - b. Disproportionate Burden eg TVM cashless mitigation including many cash load points
 - c. Fare elasticity by fare type
 - d. New emphasis on essential workers, students post-Covid
7. Comparable Transit System Strategies
 - a. Free fare examples
 - b. Free category examples
 - c. Validator examples
 - d. Fare/ticketing/Trip Planning combination examples

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

The image shows the Uber wordmark logo, which consists of the word "Uber" in a bold, black, sans-serif font. The logo is centered within a light gray rectangular background.

Agency Marks

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

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AGENDA ITEM 17

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Information: Regional Fare System Deployment Update

DISCUSSION:

On February 17, 2021 and February 24, 2021, transit providers meet to discuss a draft request for proposals (RFP) for a regional fare system that was prepared by staff. Transit providers provided input on the project goals and objectives, which are as follows:

1. Encourage an increase in transit ridership by developing a regionally focused and user-friendly fare system for Tulare County residents to easily purchase, and seamlessly pay, transit fares across all modes of service.
2. Establish third-party retail outlets that removes barriers of unbanked and underbanked passengers.
3. Provide financial reporting for the clearing of fare revenues to Transit Providers based on agreed-business rules.

In order to reach the overall goals, the selected vendor should at a minimum achieve the following objectives:

- Provide accurate and timely ridership and revenue data that can support detailed analysis of transit trends.
- Provide accurate and timely ridership and revenue data that can support detailed, route-level and service-level, reporting for disbursement of revenues associated with usage.
- Reduce onboard fare processing time to make the boarding process easier for operators and reduce dwell time.
- Support the development of scalable platform in which other agencies may wish to opt into in the future.
- Provide a mobile app downloadable in both “app-stores” (iOS and android), and a web-based user interface for the riding public and business partners.
- Ability to integrate its application program interface into publicly available trip planning applications.

On March 9, 2021, transit providers held a meeting with the California Department of Transportation, California Integrated Mobility Division to learn about the statewide Integrated Travel Project (Cal-ITP) which its goal is to facilitate easy and accessible travel planning and payments across California.

At the conclusion of the meeting, transit providers expressed that the Cal-ITP project satisfied the goals and objectives for the region and expresses support to continue to explore the opportunity to participate in the Cal-ITP project.

Item 9 of this Agenda, is for the consideration of approving a Letter of Intent to participate in the Cal-ITP project. While staff and transit providers explore opportunities with the Cal-ITP Project, staff will continue to develop the attached draft RFP for a regional fare system as a backup.

ATTACHMENT:

None

AGENDA ITEM 18

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Information: Free Fare Discussion

DISCUSSION:

At the Board meeting of February 8, 2021, staff presented a discussion on Free Fares titled, "What's Your Vision?" It was staff's intent to walk the Board through the complex issues of providing a free fare policy. Staff shared the following ten reasons why transit agencies should provide free fares:

1. Public Transit Benefits Us All
2. More Sanitary (Lessons Learned from COVID)
3. Increased Ridership
4. Increased Efficiency
5. Better use of transit dollars
6. Removes Barriers
7. Decrease Vehicle Congestion and Better Air Quality
8. Healthier Lifestyles
9. Improved Quality of Life
10. Close Income Inequality Gaps

Although there are many reasons why transit agencies choose to go fare free, there are also many challenges to overcome. Namely, how do we pay for it, overcrowding and homelessness, and how to make it sustainable long term?

Currently, the TCRTA has a proposal from our consultant to provide a Free Fare Analysis to help the Board make an informed decision. Staff expects to present a draft of the Free Fare Analysis at the April 2021 Board Meeting.

In the meantime, transit providers have recommended to use their FY 2020-2021 LCTOP apportionments to expand the TCaT's 18 and Younger Free Fare Program throughout most of the communities in the region (see item 10). Depending on the response and available funding of the expanded 18 and Younger Free Fare Program, staff will evaluate the opportunity to extend the Free Fare Program.

ATTACHMENT:

None

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AGENDA ITEM 20

March 15, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Appoint Directors to Committees

DISCUSSION:

At the Board meeting held on October 19, 2020, the Board approved the creation of three standing committees and one Ad Hoc committee: a Policy Committee, Finance Committee, Technical Operations Committee, and Ad Hoc Executive Director Search Committee. Current membership is as follows:

Policy Committee:

Jose Sigala – Member

Eddie Valero – Member

Monte Reyes – Member

Finance Committee:

Kuldip Thusu – Member

Monte Reyes – Member

Rudy Mendoza – Member

Technical Operations Committee:

Greg Gomez – Member

Eddie Valero – Member

Armando Longoria – Alternate

Ad Hoc Executive Director Search Committee:

Greg Gomez – Member

Jose Sigala – Member

Eddie Valero – Member

Additional members may be appointed to these committees if desired by the Board. Each standing committee meets once a month. The Ad Hoc committee meets on an as-needed basis.

ATTACHMENT:

None

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Tulare County Regional Transit Agency

AGENDA ITEM 21

March 15, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Information: All About Transit: Collected Clippings

DISCUSSION:

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

1. [Fresno City Council Approves Act To Suspend Bus Fare During Pandemic](#)
2. [Metro's Fareless System Pilot Program Could Launch in 2022](#)
3. [Google Maps users can now pay for parking or their transit fare right from the app](#)
4. [Non-Emergency Transport Valuable in Medicaid, but Issues Abound](#)

ATTACHMENT:

None

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