

Tulare County Regional Transit Agency

Special Meeting Agenda

August 24, 2020, 1:30 p.m.

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>

The call-in number for this meeting is: 877-858-5743 | Passcode: 609873

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. ACTION ITEM: APPROVE MEMORANDUM OF UNDERSTANDING WITH CITY OF PORTERVILLE FOR PERSONNEL AND ADMINISTRATIVE SERVICES (Pages 1-4)**

ADJOURN

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, September 21, 2020 at 2:30 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>
Mary Waterman-Philpot	Dave Hails	City of Exeter
Greg Gomez	Tina Hernandez	City of Farmersville
Pam Kimball	Brian Watson	City of Lindsay
Virginia Gurrola	Monte Reyes	City of Porterville
Jose Sigala – Vice Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Emmanuel Llamas	City of Woodlake
Kuyler Crocker – Chair	Eddie Valero	County of Tulare

EX OFFICIO MEMBERS

Georgina Cardenas, CalVans

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

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www.tularecog.org

AGENDA ITEM 2

August 24, 2020

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Approve Memorandum of Understanding with City of Porterville for Personnel and Administrative Services

DISCUSSION:

During the initial stages of formation, the TCRTA requires services and staff. While TCAG currently provides support services for TCRTA, it is necessary to have transit operations staff on board to begin working on items such as the transfer of transit operator services and contracts. A proposed MOU is attached to this staff report. The City of Porterville is scheduled to consider the MOU at its September 1, 2020 council meeting.

In the event that changes are needed per discussion with Porterville, it is recommended that the Board authorize changes if concurred upon by counsel. Any revisions to the MOU would be brought back to the Board for reaffirmation.

ATTACHMENT:

Memorandum of Understanding Between the Tulare County Regional transit Agency and the City of Porterville Concerning Administrative Services

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of August 24, 2020, by and between the **TULARE COUNTY REGIONAL TRANSIT AGENCY**, a joint powers agency ("TCRTA"), and **CITY OF PORTERVILLE**, a California municipal corporation ("CITY"). "TCRTA and CITY are each a "Party" and together are the "Parties" to this MOU, which is made with reference to the following:

A. TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the _____ day of _____, 2020 (the "Joint Powers Agreement"), a copy of which is attached to this MOU as **Exhibit A**; and

B. TCRTA does not have professional staff to perform the administrative functions which it is required to carry out under the Joint Powers Agreement; and

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

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

NOW, THEREFORE the Parties agree as follows:

1. CITY shall provide to TCRTA administrative services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Powers Agreement. Such services shall be provided to TCRTA under the general direction of TCRTA's Executive Director, with administrative and clerical support from TCRTA through its arrangements with the Tulare County Association of Governments ("TCAG").

2. In addition to the administrative services specified in Paragraph 1 above, TCRTA may authorize CITY to perform additional administrative services for TCRTA under this MOU.

3. If TCRTA should decide to acquire any equipment, materials, supplies, or transportation, and make such property of TCRTA available to CITY for use by CITY in performing services under this MOU, then TCRTA may do so.

4. CITY shall provide the personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for TCRTA on such days and at such hours as may be agreed upon by the TCRTA Executive Director and the CITY's City Manager (or designee).

5. TCRTA is required to prepare a budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to CITY during the next fiscal year for services to be furnished under this MOU during the fiscal year. Such budgeted amount shall take into account the time and salaries of CITY employees who will be performing work for TCRTA, all incidental costs pertaining to such CITY employees such as, but not limited to, retirement and insurance contributions by CITY, transportations expenses, costs of equipment

and supplies to be acquired by CITY to perform the services, costs of supervision, and all other incidental costs which will be incurred by CITY, so that the amount budgeted by TCRTA for payment to CITY will reasonably approximate the actual cost to CITY of providing such services during the fiscal year. TCRTA shall pay to CITY one-half (1/2) of said budgeted amount in September of each year and the remaining one-half (1/2) in April of each year.

6. If the amount budgeted and paid by TCRTA to CITY for services by CITY during any fiscal year does not reasonably approximate the actual costs incurred by CITY during such fiscal year, then the budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment to CITY for the prior fiscal year.

7. TCRTA, through its arrangements with the TCAG, shall provide office space and related support for the personnel who are carrying out duties for TCRTA under this MOU. The cost of such office space shall be borne by TCRTA through its annual budget.

8. In rendering such services to TCRTA, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in CITY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this MOU, or the level or manner of performance of such services, the determination of TCRTA's Executive Director shall be final with regard to the services performed under this MOU.

9. To facilitate the performance of services under this MOU, it is agreed that CITY shall have full cooperation and assistance from TCRTA and its Governing Board.

10. All persons employed in the performance of services for TCRTA under this MOU shall be CITY employees. However, CITY may from time to time subcontract portions of the required work, with the prior approval of TCRTA's Governing Board.

11. TCRTA shall have no responsibility for the payment of any salaries, wages, or other compensation to any CITY personnel performing services for TCRTA pursuant to this MOU, or any liability other than that provided for in this MOU. TCRTA shall not be liable for compensation or indemnity to any CITY employee for injury or sickness arising out of his or her employment.

12. Pursuant to Sections 895-895.8 of the Government Code, CITY shall indemnify and hold harmless TCRTA from any loss, damage or liability arising out of the performance of the duties of CITY employees for TCRTA pursuant to this MOU. However, CITY, its officers and employees, do not assume any liability for intentional or negligent acts of TCRTA or its officers and employees.

13. This MOU shall become effective when it has been executed by both Parties and shall continue in effect until terminated. This MOU may be terminated by either Party upon not less than thirty (30) days' advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

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

CITY OF PORTERVILLE

By _____
City Manager

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

ATTEST: City Clerk

By _____
Executive Director

By _____

Approved as to form:
City Attorney

Approved as to form:
County Counsel

By _____

By _____
Deputy
Matter No. 20192039

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