

AGENDA
Tulare County Regional Transit Agency

July 19, 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-08-21 (June 11, 2021), available at: <https://www.gov.ca.gov/wp-content/uploads/2021/06/6.11.21-EO-N-08-21-signed.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, 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. If information is needed in another language, contact (559) 623-0450. Si se necesita esta información en español, llame (559) 623-0450. Kung ang kailangang impormasyon ay sa Tagalog, tawagan ang (559) 623-0450. Any staff reports and supporting materials provided to the Board after the distribution of the agenda packet are available for public inspection at the TCAG office.

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

NOTICE TO THE PUBLIC
PUBLIC COMMENT PERIOD

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

IV. COMMITTEE REPORTS:

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

V. CONSENT CALENDAR ITEMS:

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

- A. Action: Approve Minutes of June 21, 2021 (Pages 01-04)
- B. Action: Approve 1st Progress Payment Invoice for TIME Service (Pages 05-08)
- C. Action: Approve 2nd Progress Payment Invoice for TIME Service (Pages 09-12)
- D. Action: Authorize transmission repair for TIME vehicle #2033 (Pages 13-16)
- E. Action: Authorize engine repair for TIME vehicle #2010 (Pages 17-20)
- F. Information: All About Transit Collected Clippings (Page 21)

VI. ACTION AND INFORMATION ITEMS:

- A. Action: Approve Agreement for Legal Services with County of Tulare (Pages 23-34)
- B. Action: Ratify Employment Agreement for Executive Director (Pages 35-40)
- C. Action: Authorize staff to apply for Areas of Persistent Poverty Program funding (Pages 41-42)

VII. OTHER BUSINESS:

- a. Information: Directors Report (Verbal – No Page)
- b. Information: Items from Staff
- c. Information: Items from Board Members
- d. Request from Board Members for Future Agenda Items

VIII. ADJOURN:

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, August 16, 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

BOARD OF DIRECTORS

ALTERNATE

AGENCY

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

EX OFFICIO MEMBERS

Georgina Cardenas, CalVans

AD HOC & SUBCOMMITTEES

AD HOC –EXECUTIVE DIRECTOR SEARCH

POLICY COMMITTEE

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

TECHNICAL OPERATION COMMITTEE

FINANCE COMMITTEE

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

TCRTA STAFF

OFFICE INFORMATION

Rich Tree, Executive Director

*The TCTRA 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

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**Tulare County Regional Transit Agency
Minutes**

June 21, 2021, 3:00 p.m.

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

I. CALL TO ORDER:

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

III. PUBLIC COMMENT:

Public comments opened/closed at 3:01 p.m. No public comments received.

IV. COMMITTEE REPORTS:

a. Executive Director Search Ad Hoc Committee

Chair Sigala reported that Mr. Tree was selected as the Executive Director and welcomed him on his first official day of his new position.

b. Policy Committee

Mr. Tree provided an update on the work being done by the Policy subcommittee, highlighting plans for a regional fare system, and expanding the free fare program.

c. Finance Committee

Mr. Tree stated that the Finance Committee also had discussed the free fare program and had requested that staff conduct an in depth analysis of each of the routes, along with potential grant or funding opportunities.

d. Technical Operations Committee

Mr. Tree discussed the presentation that was given during the last subcommittee by ENGIE, a green energy company, and noted that other firms would be given the opportunity to present and provide analysis. Mr. Tree stated that eventually a request for proposals would be posted and any received would be brought to the Board for consideration.

V. CONSENT CALENDAR ITEMS:

Request Approval of the Consent Calendar Action Item V-A

A. Action: Approve Minutes of May 17, 2021

Upon motion by Member Valero and seconded by Member Reyes the Tulare County Regional Transit Agency unanimously approved the Consent Calendar Action Item V-A.

B. Information: Ridership Statistics and Data Review

C. Information: All About Transit Collected Clippings

VI. ACTION AND INFORMATION ITEMS:

- A. Action: Approve MomoOrandum of Understanding with the City of Porterville for Administrative Services.

Mr. Tree outlined the proposed MOU with the City of Porterville for administrative services. Mr. Tree explained that at the May meeting the Board approved the hiring of the City of Porterville's transit manager as its Executive Director, therefore the City of Porterville is now in need of administrative services from TCRTA. The draft MOU was provided for review and would provide to the City the basic requirements to comply with the FTA.

Upon motion by Member Thusu and seconded by Member Sigala the Tulare County Regional Transit Agency unanimously approved the MOU as presented.

- B. Action: Approve Agreement with Fresno County Rural Transit Agency for Dinuba Connection Route.

Mr. Tree explained the proposed continuation of a 2008 agreement with the Fresno County Rural Transit Agency (FCRTA) for Dinuba Connection Route in the amount of \$51,000 for FY 21-22. Mr. Tree discussed the route that connects Dinuba residents to the City of Reedley and outlined popular stops such as Reedley Hospital, and Reedley College. Some discussion was had highlighting the importance of this successful route that average 2,000 rides per month.

Upon motion by Member Garver and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved the agreement with Fresno County Rural Transit Agency as presented.

- C. Action: Approve Lease Agreement with City of Tulare for the Tulare Transit Center at a Monthly Rate of \$1,680.

Mr. Tree provided background information on the MOU between TCRTA and the City of Tulare to operate the Tulare Transit System. Mr. Tree outlined the proposed lease agreement for building which houses the City of Tulare transit services; and noted that the City of Tulare would be responsible for all ongoing maintenance, repairs, and all utilities.

Upon motion by Member Thusu and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved the lease as presented for the Tulare Transit Center.

- D. Action: Approve travel and attendance to 2021 CALACT Autumn Conference & Expo.

Mr. Tree discussed details regarding the CalACT conference, TCRTAs membership, and educational components. He further highlighted the estimated cost to attend the workshop and recommended that a TCRTA Board Member accompany the Executive Director to attend. Chair Sigala stated that he would be interested in attending.

Upon motion by Member Thusu and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved to send Mr. Tree, Executive Director; and Chair Sigala to the 2021 CalACT Conference.

VII. OTHER BUSINESS

a. Information: Directors Report

Mr. Tree provided a presentation regarding becoming an FTA grantee, Caltrans Sustainable Transportation Planning (SRTP), and marketing strategies. Mr. Tree announced that beginning July 2021 a transfer of service management would go into effect for the cities of Woodlake, Tulare, and Dinuba. Mr. Tree shared regional project information such as the Fare Free program, Regional Fare System; the “One Bus One Fare” concept.

Mr. Tree discussed sustainable transit for a healthy planet and showed a video from FTA that outlined a challenge from FTA for transit agencies to sign up and take bold actions to cut greenhouse gases. Mr. Tree explained how these challenges align with TCRTAs values and goals.

Mr. Tree announced the transit driver spotlight which highlighted Helen Gonzalez, a City of Woodlake Transit operator.

b. Information: Items from Staff.

Mr. Tree shared information pertaining to ARB mandates regarding transitioning fleets to zero emissions.

c. Information: Items from Board Members.

Members had some discussion about the possibility of a MOU with the City of Visalia, attending Visalia City Council meetings, and working together to ensure regional transit would be possible.

d. Request from Board Members for Future Agenda Items.

Chair Sigala mentioned the Greyhound stop in the City of Tulare and would be interested in the possibility to have a transit hub and work together with the existing Greyhound bus stations.

VIII. ADJOURN

The meeting adjourned at 4:02 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, July 19, 2021 at 3:00 p.m. in the Tulare County Board of Supervisors Chambers, 2800 W. Burrell Avenue, Visalia, CA 93291.

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AGENDA ITEM V B

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve 1st Progress Payment Invoice for TIME Service

DISCUSSION:

On July 1, 2021, TCRTA assumed the third-party contractor agreement between MV Transportation and the City of Tulare. MV Transportation is responsible for “all things necessary to manage, operate, and maintain TIME and the facility provided by the City in accordance with the Management and Operation of the City of Tulare Transit System (TIME).”

For Fiscal Year 2021-2022 the estimated total cost for TIME Management and Operations is \$3,149,832.70, broken down by the following pricing formula:

\$40.28 per vehicle revenue hour for TIME Fixed Route;
\$42.54 per vehicle revenue hour for TIME Dial-A-Ride;
\$0.386 per vehicle revenue hour for TIME Fixed Route;
\$0.127 per vehicle revenue hour for TIME Dial-A-Ride; and
\$112,273.20 per service month for fixed costs.

Section 10.4: Invoices, Payment, of the agreement stipulate that MV Transportation shall bill the City through a progress payment structure. MV Transportation shall submit an invoice on the first and fifteenth of each month. Each invoice will be for 50% of the total current fixed monthly costs. MV Transportation shall submit a monthly reconciliation invoice for variable service costs at the end of the month.

On July 1, 2021, staff received the 1st progress payment invoice from MV Transportation for 50% of the fixed monthly costs totaling \$56,136.60. TIME management and operation expenses have been budgeted in the Fiscal Year 2021-2022 Budget. Federal Transit Administration Section 5307 funding, designated to TIME, provide federal financial assistance up to 50% for operating expenses, the remaining 50% will be funded through Local Transportation Funds (LTF) designated to TIME.

It is recommended that the Board:

1. Approve the 1st progress payment invoice totaling \$56,136.60 to MV Transportation; and

2. Authorize staff to approve future monthly progress and reconciliation invoices per the terms of the Agreement.

ATTACHMENT:

TIME MV Transportation 1st Progress Payment Invoice

Department 33560
P.O. Box 39000
San Francisco, CA 94139
707-863-8980, fax 707-863-8943

114223

INVOICE

Customer

Number: **90** Name: **City of Tulare**
Address: **411 East Kern Ave**
City: **Tulare** State: **Ca** ZIP: **93274**
Contact: **Darlene Thompson**

Date	7/1/2021
Terms	15
Due Date	7/16/2021

Qty	July 2021 Progressive Payment #1	Account code	Unit Price	TOTAL
	PROGRESSIVE PAYMENT			\$56,136.60
1	Progressive Payment #1 for 7/01-7/15/2021	4080	\$56,136.600	
			SubTotal	\$56,136.60
			TOTAL	\$56,136.60



MV Transportation, Inc.

Have a Safe Day!

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AGENDA ITEM V C

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve 2nd Progress Payment Invoice for TIME Service

DISCUSSION:

On July 1, 2021, TCRTA assumed the third-party contractor agreement between MV Transportation and the City of Tulare. MV Transportation is responsible for “all things necessary to manage, operate, and maintain TIME and the facility provided by the City in accordance with the Management and Operation of the City of Tulare Transit System (TIME).”

For Fiscal Year 2021-2022 the estimated total cost for TIME Management and Operations is \$3,149,832.70, broken down by the following pricing formula:

\$40.28 per vehicle revenue hour for TIME Fixed Route;
\$42.54 per vehicle revenue hour for TIME Dial-A-Ride;
\$0.386 per vehicle revenue hour for TIME Fixed Route;
\$0.127 per vehicle revenue hour for TIME Dial-A-Ride; and
\$112,273.20 per service month for fixed costs.

Section 10.4: Invoices, Payment, of the agreement stipulate that MV Transportation shall bill the City through a progress payment structure. MV Transportation shall submit an invoice on the first and fifteenth of each month. Each invoice will be for 50% of the total current fixed monthly costs. MV Transportation shall submit a monthly reconciliation invoice for variable service costs at the end of the month.

On July 15, 2021, staff received the 2nd progress payment invoice from MV Transportation for the remaining 50% of the fixed monthly costs totaling \$56,136.60. TIME management and operation expenses have been budgeted in the Fiscal Year 2021-2022 Budget. Federal Transit Administration Section 5307 funding, designated to TIME, provide federal financial assistance up to 50% for operating expenses, the remaining 50% will be funded through Local Transportation Funds (LTF) designated to TIME.

It is recommended that the Board:

1. Approve the 2nd progress payment invoice totaling \$56,136.60 to MV Transportation; and

2. Authorize staff to approve future monthly progress and reconciliation invoices per the terms of the Agreement.

ATTACHMENT:

TIME MV Transportation 2nd Progress Payment Invoice

Department 33560
P.O. Box 39000
San Francisco, CA 94139
707-863-8980, fax 707-863-8943

114224

Customer

Date	7/15/2021
Terms	15
Due Date	7/31/2021



Have a Safe Day!

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AGENDA ITEM V D

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Authorize transmission repair for TIME vehicle #2033

DISCUSSION:

On July 1, 2021, TCRTA assumed the third-party contractor agreement between MV Transportation and the City of Tulare. MV Transportation is responsible for “all things necessary to manage, operate, and maintain TIME and the facility provided by the City in accordance with the Management and Operation of the City of Tulare Transit System (TIME).”

For Fiscal Year 2021-2022 the estimated total cost for TIME Management and Operations is \$3,149,832.70, excluding engine, transmission and differential overhaul work.

Section 10.2: Engine, Transmission and Differential Expense Reimbursement of the agreement stipulate the City shall reimburse MV Transportation for actual expense incurred for engine, transmission and differential overhaul work.

On June 29, 2021, TIME vehicle #2033 encountered transmission failure requiring the transmission to be replaced. On July 5, 2021, staff received the attached MV Transportation letter and estimate to replace the transmission at a total cost of \$5,252.11 (including tax and labor).

Engine, transmission, and differential overhaul work have been budgeted in the Fiscal Year 2021-2022 Budget. Federal Transit Administration Section 5307 funding, designated to TIME, provide federal financial assistance up to 50% for operating expenses, the remaining 50% will be funded through Local Transportation Funds (LTF) designated to TIME.

It is recommended that the Board:

1. Approve the transmission repair for TIME vehicle #2033 at a total cost of \$5,252.1; and
2. Authorize staff to submit payment to MV Transportation at the conclusion of said repairs.

ATTACHMENT:

TIME Vehicle #2033 Transmission Repair Letter and Estimate



July 5, 2021

To: Mr. Barragan

From: James Clubb

Mr. Barragan this letter is to request the approval for a Transmission replacement for bus 2033 the Contract calls for reimbursement for such work in Section 9.3 refers to Section 3.13.

The justification for this request: On 7/5/21 bus 2033 was towed to the yard not shifting. A check of the transmission fluid showed metal material from the internal transmission breaking down. Bus mileage is 164,132, a review of the PM services reveled that all services were performed as scheduled.

Attached is the estimate for the replacement transmission from United Ford for parts cost of \$4,851.90 and \$400.21 in tax for a total of \$5,252.11.

Sincerely,
James Clubb
Fleet Maintenance Manager
MV Transportation, Inc.

DIRECT PARTS

OKC PDC

Local: (405) 813-7399

Toll Free: (800) 677-2277

Fax: (405) 813-7309

TULSA PDC

Local: (918) 317-6800

Toll Free: (800) 800-9001

Fax: (918) 317-6851

UNITED FORD

PARTS DISTRIBUTION

Physical Address:

12007 E. 61st St.

Broken Arrow, OK 74012

Remit to Address:

P.O. Box 470210

Tulsa, OK 74147-0210

Attention: Receiving and Parts Managers

To ensure prompt credit and tracking **ALL** return parts must have a **Return Goods Authorization (RGA)** number prior to being sent back. Please contact your Salesperson for an **RGA** number or call (800) 800-9001.

All after hour deliveries must be inspected immediately and problems or concerns reported by the next business day.



0908GPQ68527



CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
8056669	TX	QUOTE	FED GRD	CHARGE	CHRIS WATKINS	06/29/21	PQ68527
X	712-764-3787			559-713-4757			F8W

miles - 164132

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MV TRANSPORTATION INC.
2711 N HASKELL AVE
SUITE 1500 LB-2
DALLAS, TX 75204

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MV TRANSPORTATION DIV#115
TULARE COUNTY (TCAT) CA
3981 S K ST
TULARE, CA 93274

VIN: 1FDFE4FS2HDC41585 - 2033

QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
-1	0	FOHC3Z-7000-A CORE RETURN			1000.00	-1000.00
1	0	HC3Z-7000-A AUTOMATI TEST CORE PRICE	TEST	6470.49	4851.90 1000.00	4851.90 1000.00
SUBTOTAL						4851.90
RESTOCK CHARGE						0.00
TAX						0.00
FORD PROMO						-200.00
FREIGHT						0.00
PAY THIS AMOUNT						4651.90

TERMS AND CONDITIONS

All returns subject to a 20% handling charge. No returns after 30 days.
No returns accepted without a copy of the invoice.
No returns on air bags, electrical, or special order parts.
All Parts must be returned freight prepaid in original package in saleable condition.
Any Damages must be inspected by your agent for visible or concealed damage.
All returns must have a Return Goods Authorization (RGA) prior to being sent back.

Customer
Signature

DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES ON ANY PRODUCTS SOLD. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPRESSLY DISCLAIMED. ANY WARRANTIES THAT MAY BE AVAILABLE ARE EXCLUSIVELY THOSE MADE BY THE MANUFACTURER(S) OF THE PRODUCTS. THIS DEALERSHIP NEITHER ASSUMES RESPONSIBILITY FOR MANUFACTURER(S) WARRANTIES FOR THE PRODUCTS SOLD NOR AUTHORIZES ANY OTHER PERSON TO ASSUME SUCH RESPONSIBILITY IN ANY EVENT. LIABILITY IS EXCLUSIVELY LIMITED TO THE REFUND OF THE PURCHASE PRICE OF THE PRODUCT(S). CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. ACCEPTANCE OF THE TERMS OF THIS DISCLAIMER IS A CONDITION OF THE SALE OF SAID PRODUCTS.

4851.90
tax 400.21
5252.11

AGENDA ITEM V E

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Authorize engine repair for TIME vehicle #2010

DISCUSSION:

On July 1, 2021, TCRTA assumed the third-party contractor agreement between MV Transportation and the City of Tulare. MV Transportation is responsible for “all things necessary to manage, operate, and maintain TIME and the facility provided by the City in accordance with the Management and Operation of the City of Tulare Transit System (TIME).”

For Fiscal Year 2021-2022 the estimated total cost for TIME Management and Operations is \$3,149,832.70, excluding engine, transmission and differential overhaul work.

Section 10.2: Engine, Transmission and Differential Expense Reimbursement of the agreement stipulate the City shall reimburse MV Transportation for actual expense incurred for engine, transmission and differential overhaul work.

On July 5, 2021, TIME vehicle #2010 encountered engine failure requiring the engine to be replaced. On July 9, 2021, staff received the attached MV Transportation letter and estimate to replace the engine at a total cost of \$3,767.10 (including tax and labor).

Engine, transmission, and differential overhaul work have been budgeted in the Fiscal Year 2021-2022 Budget. Federal Transit Administration Section 5307 funding, designated to TIME, provide federal financial assistance up to 50% for operating expenses, the remaining 50% will be funded through Local Transportation Funds (LTF) designated to TIME.

It is recommended that the Board:

1. Approve the engine repair for TIME vehicle #2010 at a total cost of \$3,767.10; and
2. Authorize staff to submit payment to MV Transportation at the conclusion of said repairs.

ATTACHMENT:

.....u@ - t - k O - -



July 9, 2021

To: Mr. Barragan

From: James Clubb- Division Maintenance Manager

Mr. Barragan this letter is to request the approval for an engine replacement for bus 2010 the Contract calls for reimbursement for such work in Section 9.3 refers to Section 3.13.

The justification for this request: On 7/9/2021 bus 2010 came in running very rough. A compression check of the engine showed cylinders # 3, 6 and 8 have no compression. Bus mileage is 529,948 a review of the PM services reveled that all services were performed as scheduled.

Attached is the estimate for the replacement engine from United Ford. Engine replacement cost of \$3,480.00, tax amount of \$287.10. Totaling \$3,767.10.

Sincerely,
James Clubb
Fleet Maintenance Manager
MV Transportation, Inc.

DIRECT PARTS

OKC PDC

Local: (405) 813-7399

Toll Free: (800) 677-2277

Fax: (405) 813-7309

TULSA PDC

Local: (918) 317-6800

Toll Free: (800) 800-9001

Fax: (918) 317-6851

UNITED FORD

PARTS DISTRIBUTION

Physical Address:

12007 E. 61st St.

Broken Arrow, OK 74012

Remit to Address:

P.O. Box 470210

Tulsa, OK 74147-0210

Attention: Receiving and Parts Managers

To ensure prompt credit and tracking **ALL** return parts must have a **Return Goods Authorization (RGA)** number prior to being sent back. Please contact your Salesperson for an **RGA** number or call (800) 800-9001.

All after hour deliveries must be inspected immediately and problems or concerns reported by the next business day.



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CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
8056669 X	TX	QUOTE	FED GRD	CHARGE	CHRIS WATKINS	07/08/21	PQ69044 F8W
	712-764-3787			559-713-4757			

B
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MV TRANSPORTATION INC.
2711 N HASKELL AVE
SUITE 1500 LB-2
DALLAS, TX 75204

S
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MV TRANSPORTATION DIV#115
TULARE COUNTY (TCAT) CA
3981 S K ST
TULARE, CA 93274

VIN#1FDXE45S77DA88318 UNIT 2010

529948

QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
-1	0	FO5C2Z-6006-DRM CORE RETURN			1000.00	-1000.00
1	0	5C2Z-6006-DRM SERVICE TEST CORE PRICE	TEST	4640.93	3480.00 1000.00	3480.00 1000.00
SUBTOTAL						3480.00
RESTOCK CHARGE						0.00
TAX						0.00
FREIGHT						0.00
PAY THIS AMOUNT						3480.00

TERMS AND CONDITIONS

All returns subject to a 20% handling charge. No returns after 30 days.
No returns accepted without a copy of the invoice.
No returns on air bags, electrical, or special order parts.
All Parts must be returned freight prepaid in original package in saleable condition.
Any Damages must be inspected by your agent for visible or concealed damage.
All returns must have a Return Goods Authorization (RGA) prior to being sent back.

Customer
Signature

DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES ON ANY PRODUCTS SOLD. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPRESSLY DISCLAIMED. ANY WARRANTIES THAT MAY BE AVAILABLE ARE EXCLUSIVELY THOSE MADE BY THE MANUFACTURER(S) OF THE PRODUCTS. THIS DEALERSHIP NEITHER ASSUMES RESPONSIBILITY FOR MANUFACTURER(S) WARRANTIES FOR THE PRODUCTS SOLD NOR AUTHORIZES ANY OTHER PERSON TO ASSUME SUCH RESPONSIBILITY IN ANY EVENT. LIABILITY IS EXCLUSIVELY LIMITED TO THE REFUND OF THE PURCHASE PRICE OF THE PRODUCT(S). CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. ACCEPTANCE OF THE TERMS OF THIS DISCLAIMER IS A CONDITION OF THE SALE OF SAID PRODUCTS.

The Reynolds and Reynolds Company BRANITICE SF660086 Q (08/20)

17:22:44 CUSTOMER COPY

** PRICE QUOTE **

NET580

PAGE 1 OF 1

WCH 415 08/01

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Tulare County Regional Transit Agency

AGENDA ITEM V F

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Information: All About Transit – Collected Clippings

DISCUSSION:

To inform the Board of recent news in the public transportation industry, staff has compiled the following recent news articles across the country.

1. [LA Metro will pursue alternatives to police when dealing with homeless.](#)
2. [Amtrak plans to replace dozens of aging trains at cost of \\$7.3 billion.](#)
3. [Only 5% of GRTC bus stops have shelters; about 20% have benches. A nonprofit wants to change that.](#)
4. [NJ Transit will now allow riders to transport e-bikes, e-scooters, hover boards.](#)

ATTACHMENT:

None

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AGENDA ITEM VI A

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Approve Agreement for Legal Services with County of Tulare

DISCUSSION:

A Federal Transit Administration (FTA) requirement to be a recipient of federal funds is to have the technical capacity for program management and oversight. One area of technical capacity is legal representation on all federal legislative, regulatory and funding matters.

Staff recommends entering into an agreement for legal services with the County of Tulare through its County Counsel's Office on an as-needed basis. Compensation and expense reimbursement for actual legal services performed at fixed hourly rates established by the Tulare County Counsel's Office are identified in the attached draft Agreement, Exhibit A.

Additionally, the Tulare County Association of Governments (TCAG) has entered into a similar agreement for legal services.

Legal service expenses have been budgeted in the Fiscal Year 2021-2022 budget.

It is recommended that the Board:

1. Approve the draft Agreement for Legal Services with the County of Tulare through its County Counsel's Office; and
2. Authorize the Executive Director to execute said Agreement.

ATTACHMENT:

Draft Agreement for Legal Services

AGREEMENT FOR LEGAL SERVICES
Between
TULARE COUNTY REGIONAL TRANSIT AGENCY
And
COUNTY OF TULARE

This Agreement ("Agreement") is made and entered into as of _____, 2021 ("Effective Date") between the **TULARE COUNTY REGIONAL TRANSIT AGENCY** ("Client") and the **COUNTY OF TULARE**, through its County Counsel's Office ("Attorney"). Client and Attorney are each a "Party" and together are the "Parties" to this Agreement.

WHEREAS, Client desires to retain Attorney to provide it with certain legal services; and

WHEREAS, Attorney is willing to undertake the representation of Client under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. Scope and Performance of Legal Services; Member in Good Standing of State Bar Association. (a) Client hires Attorney to provide legal services in such matters as Client may request, and in which Attorney consents to representation. These services may include counsel and advice regarding specific issues, attendance at Client's Board meetings and such other meetings as Client may request (but subject to Attorney's availability), and such other matters as Client may refer to Attorney for legal services and representation. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of Client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

(b) With advance written approval of Client's Board President or Executive Director, Attorney may associate expert outside counsel to assist Attorney in providing legal services to Client, at such rates and in such particular matters as Client's Board President or Executive Director and Attorney may agree.

(c) This Agreement does not cover litigation services of any kind, whether in court, arbitration, mediation, administrative hearings, or governmental agency hearings, including, but not limited to, matters related to charges by or inquiries from the California Public Employment Relations Board, the California Department of Fair Employment and Housing, and the U.S. Equal Employment Opportunity Commission. Services in any matter not described in paragraph 1. (a) above will require a separate written agreement, which Attorney has the authority to enter into in its discretion.

(d) Attorney shall perform legal services for Client in a professional manner with regard to general legal advisory issues and similar matters that are referred to Attorney unless Attorney would have a conflict of interest therein or for other reasons declines to accept the referral from Client.

(e) Attorney warrants that all attorneys of the office are now and will at all times that services are performed during the term hereof, be members in good standing of the State Bar of California.

(f) Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of any particular matter for which Attorney provides services hereunder. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of any particular matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

2. Communications between Attorney and Client. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

3. Compensation and Expense Reimbursement; Billings. Client shall compensate Attorney for actual legal services performed at the hourly rates established by the Tulare County Counsel's Office. The current rates are attached as **Exhibit A** and incorporated herein. The rates may change annually, and Attorney will provide Client written notification of any applicable rate change. Client will pay the rates in effect at the time the service is provided. Client shall reimburse Attorney for any of its actual and reasonable expenses incurred in connection with providing services under this Agreement, as shown in **Exhibit A**.

4. **Client Does Not Include Officers, Agents, and Employees.** In accordance with Rule 1.13 of the California Rules of Professional Conduct governing Attorney's services, Client under this Agreement is the governmental organization known as the TULARE COUNTY REGIONAL TRANSIT AGENCY itself, acting through a majority of its duly authorized governing board members, or through its officers, employees, or other constituents overseeing the particular matter for which Attorney is asked to provide services hereunder. In that respect, Client acknowledges that the individual governing board members, officers, employees, and agents of the TULARE COUNTY REGIONAL TRANSIT AGENCY are not themselves clients of Attorney under this Agreement and are not entitled to be individually represented by Attorney hereunder.

5. **Discharge and Withdrawal; File Materials.** Client may discharge Attorney at any time. Attorney may withdraw from representation of Client with Client's consent or for good cause. Good cause includes, but is not limited to, Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney shall, upon Client's request, deliver Client's files and property in Attorney's possession to Client or as directed by Client, whether or not Client has paid for all services. Client agrees that unless Client takes possession of Client's files and property, Attorney may dispose of the files and property in accordance with Attorney's record retention schedule.

6. **Independent Contractors.** It is specifically and expressly understood that this Agreement does not create an employer/employee relationship between the Parties, that each Party is an independent contractor and not an employee of the other Party and that nothing in this Agreement makes either Party, or their governing board members or staff, eligible to participate in the other Party's health and dental protection, vacation, holiday, retirement, or other programs which are applicable to other Party's officers and/or employees. Neither Party will pay for or provide the other Party's workers' compensation insurance, state disability insurance benefits, unemployment insurance benefits, or social security. Each Party shall be responsible to pay or provide for such insurance or benefits and to pay for its officers and employee's federal and state income tax obligations, social security, and any other payroll tax obligations that it may owe according to law.

7. **Non-assignable.** Neither Party shall assign this Agreement without the other Party's prior written consent.

8. **Professional Liability Insurance.** Attorney shall maintain professional liability insurance for the services to be provided to Client under this Agreement through the County of Tulare's customary policy of general liability insurance.

9. **Addresses for Correspondence.** For purposes of this Agreement, all referred reports, correspondence and communications between the Parties shall be addressed as follows:

To Client

Tulare County Regional Transit Agency
210 N. Church Street, Suite B
Visalia, CA 93291
Phone: (559) 623-0450
Facsimile: (559) 733-6720

To Attorney

Tulare County Counsel
2900 W. Burrell Avenue
Visalia, CA 93291
Phone: (559) 636-4950
Facsimile: (559) 713-3240

10. **Authority.** Each Party represents and warrants to the other Party that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind it to its terms. Each Party acknowledges that the other Party has relied upon this representation and warranty in entering into this Agreement. Client designates its then-current Board President and incumbent Executive Director as Client's representatives in communicating with Attorney. This designation is intended to establish clear lines of authority and to minimize potential uncertainty, but not to preclude communication between Attorney and other representatives of Client as necessary or desirable. Should Client desire to change its designated representatives, then Client shall provide Attorney with a written notice designating the additional or replacement representatives.

11. **Representational Conflicts.** Client understands that Attorney primarily serves as Tulare County's legal advisor and representative on all matters. Attorney also serves as the legal advisor for a number of other separate legal entities that are governed by the same five individuals who sit as the Board of Supervisors for the County of Tulare, ("Related Public Entities"). In addition, Attorney may, upon request, represent local governmental entities that are distinct from Tulare County government, such as joint powers agencies and special districts ("Other Clients"). From time to time, the interests of Client may potentially conflict with the interests of the County of Tulare, Related Public Entities, or Other Clients, such as in a situation where Client and the County of Tulare both require assistance of Attorney in negotiating a contract with each other. As required by the California Rules of Professional Conduct, Attorney will take all steps reasonably necessary to safeguard the confidential information of Client in such a situation, including establishing "ethical walls" to screen the specific lawyers and legal staff

providing services to Client from the lawyers and legal staff providing services to the County of Tulare, Related Public Entities, or other Clients in such situations. Upon execution of this Agreement, Client shall also execute the Waiver of Conflict attached hereto as **Exhibit B** herein, so that Attorney may continue to represent the County of Tulare, Related Public Entities, or Other Clients and Client in the absence of an actual conflict. Further, should an actual conflict develop between Client and the County of Tulare, Related Public Entities, or Other Clients, then Client hereby agrees and understands that Attorney will continue to represent the County of Tulare, Related Public Entities, or Other Clients, as the case may be. Subject to Attorney taking all necessary steps to safeguard Client's confidential information, and to the extent permitted by the California Rules of Professional Conduct, Client hereby expressly waives its right to disqualify Attorney from representing the County of Tulare, the Related Public Entities, or Other Clients in any matter involving Client.

12. Complete Agreement; Amendment. This Agreement, together with exhibits thereto, expresses the understandings of the Parties concerning all matters covered and supersedes all prior negotiations, representations, or agreements, either written or oral. No additions to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the Parties.

13. Disputes and Dispute Resolution. Consistent with the California Rules of Professional Conduct, Attorney shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise, each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et al.).

14. No Third-Party Beneficiaries Intended. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other Party with any benefit or enforceable legal or equitable right or remedy.

15. **Waivers.** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

16. **Counterparts.** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

Date: _____

**TULARE COUNTY REGIONAL
TRANSIT AGENCY:**

By: _____

Name: _____

Title: _____

Approved by the Governing Board of the Tulare County Regional Transit Agency at a regular or special meeting held on _____, 2021.

Date: _____

COUNTY OF TULARE:

Jennifer M. Flores, County Counsel

By: _____

Jeffrey L. Kuhn, Chief Deputy County Counsel

Matter No. 20192039

Attached Exhibits:

Exhibit A – Rate Sheet

Exhibit B – Conflict Waiver

**EXHIBIT A
RATE SHEET**

(Effective January 1, 2021)

1. HOURLY PROFESSIONAL RATES:

Client agrees to pay Attorney by the following standard hourly rates:

Legal Professional	Hourly Rate
Attorney I, Civil	\$60 per hour
Attorney II, Civil	\$74 per hour
Attorney III, Civil	\$86 per hour
Attorney IV, Civil	\$102 per hour
Attorney V, Civil	\$110 per hour
Chief Deputy County Counsel	\$119 per hour
County Counsel	\$160 per hour
Paralegals / Law Clerks	\$43 per hour

2. BILLING PRACTICE:

Attorney will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered. Client shall make payment within 30 days of receipt of Attorney's bill.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Client will be charged for Attorney's travel time, which time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES:

Item	Cost
In-office copying/electronic communication printing	\$0.10 per page
Facsimile	\$0.10 per page
Postage	Actual Usage
Mileage	IRS Standard Rate
Other costs, such as messenger services, shall be charged on an actual and necessary basis. Meals, lodging, and other travel costs, if approved in advance by Client, will be charged on an actual and necessary basis.	

EXHIBIT B

WAIVER OF CONFLICTS OF INTEREST

You have asked the office of the Tulare County Counsel (“Attorney”) to provide legal services to the TULARE COUNTY REGIONAL TRANSIT AGENCY (“Client”) for certain matters, as detailed in the Agreement to which this Exhibit is attached (“the Matters”). Attorney proposes to provide such services to Client under the terms of the Agreement, including this Exhibit.

As Client is aware, Attorney has previously represented and continues to represent the County of Tulare (“County”) in other legal matters. Attorney also serves as the legal advisor for a number of other separate legal entities that are governed by the same five individuals who sit as the Board of Supervisors for the County (“Related Public Entities”). In addition, Attorney may, upon request, represent local governmental entities that are distinct from Tulare County government, such as joint powers agencies and special districts (“Other Clients”).

Attorney's ability to represent any and all clients is governed by what are commonly called the California Rules of Professional Conduct, which include, but are not limited to, rules regarding conflicts of interest between multiple clients of a law office or between a law office and its clients (collectively, “the Conflicts Rules”). Although Attorney is not presently aware of a conflict created by the proposed work on the Matters that would trigger the Conflicts Rules at this time, the nature and scope of Attorney's work for its primary clients, namely the County, Related Public Entities, and Other Clients, may give rise to conflicts of interest in the future. The purpose of this Exhibit is to explain how Attorney proposes to resolve future conflict issues so that Client can decide whether or not to be represented by Attorney. In other words, the purpose of this Exhibit is to seek a waiver of future conflicts but to do so subject to the conditions and limitations noted herein.

The Scope of the Requested Waiver

Attorney does not request a waiver that would allow it:

- at any time, to attack the work that Attorney performs for Client in the Matters;
- at any time, to disclose or use adversely to Client, or to place itself in a position to disclose or use, any confidential and nonpublic information of Client;
- at any time, to allow individual lawyers or non-lawyer staff who work on Matters for Client simultaneously to work adversely to Client; or
- for so long as Attorney continues to represent Client, to allege criminal, fraudulent, or intentionally tortious conduct by Client.

Outside of these limitations, and to the extent permitted by the California Rules of Professional Conduct, Attorney is and will remain free to represent the County, Related Public Entities, and Other Clients adversely to Client. In other words, we may represent or continue to represent the County, Related Public Entities, and Other Clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other

legal matters even if those matters are adverse to Client, and Client will not be able to disqualify Attorney from such representation due to conflicts of interest. For example, as with the two pending matters mentioned above, Attorney could represent both County and Client in negotiating a contract for Client or County to provide the other with technical assistance, funding, or services, with separate individual lawyers and staff assigned to County and to Client and the establishment of “ethical walls” to screen the separate individual lawyers and legal staff providing services to Client from the lawyers and legal staff providing services to the County in such situations. With such walls in place, no confidential information of Client is shared with the separate lawyers and staff representing the County in the matter, and vice-versa.

Although Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by Attorney prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable Rules of Professional Conduct, Client must consent to Attorney's withdrawal from Client's matters if withdrawal is necessary for Attorney to continue representing other clients. If Attorney does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice and will not bill Client for legal fees, expenses, or other charges arising from the need to assist successor counsel in coming up to speed on the transferred matters.

Considerations Relating to the Decision to Waive

As you know, we have discussed this conflicts waiver and its potential implications with you and we strongly urge you not to sign this waiver if you have any unanswered or unaddressed reservations or concerns. We also recommend that you discuss this waiver with independent legal counsel of your choice.

As we have already explained, there are questions that Client should address before a decision to waive future conflicts is made:

- Is there a material risk of adverse disclosure or use of confidential client information?
- Is there a material risk that Attorney will be less zealous or eager when representing Client in the Matters because of other adverse representations?
- Is Client ready, willing, and able to live by its commitments in the future?

As to the first two questions, we believe that any risk to Client is minimal to nonexistent in light of the protections and limitations contained in this Exhibit. As to the final question, that is necessarily Client's choice and not ours. Although we are certainly willing to discuss potential amendments to this Waiver that you would like us to consider, you should know that without a mutually acceptable Waiver, we will not be able to represent Client in the Matters.

If you find these conditions acceptable, please sign the enclosed extra copy of this Exhibit and return it to us for our files at your earliest possible convenience. If not, please let us know. Thank you.

Date: _____

TULARE COUNTY REGIONAL TRANSIT AGENCY ("Client"):

By: _____

Name: _____

Title: _____

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AGENDA ITEM VI B

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Ratify Employment Agreement for Executive Director

DISCUSSION:

At the continued closed session meeting of May 19, 2021, the Board concluded the negotiations of the terms and conditions of employment for the Executive Director. The Board directed staff, with the assistance of County Counsel, to draft an employment agreement for review and approval.

At the direction of the Board, County Counsel has drafted the attached draft Employment Agreement for the Executive Director per the terms and conditions that were approved by the Board.

It is recommended that the Board:

1. Ratify the draft Employment Agreement for the Executive Director; and
2. Authorize the Board Chair to execute said Agreement.

ATTACHMENT:

Draft Employment Agreement for Executive Director

TULARE COUNTY REGIONAL TRANSIT AUTHORITY AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **TULARE COUNTY REGIONAL TRANSIT AUTHORITY**, a joint powers authority established under the laws of the State of California ("TCRTA"), and **RICHARD TREE** ("Employee"). TCRTA and Employee are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. TCRTA wants to retain the services of Employee to serve as the Executive Director of TCRTA subject to the terms and conditions set forth herein; and

B. The Employee shall be directed by, shall serve at the pleasure of, and may be dismissed at the will of, TCRTA; and

C. TCRTA has determined to enter into this contractual arrangement with the Employee to define certain areas pertaining to salary, benefits, and other issues.

THE PARTIES AGREE AS FOLLOWS:

1. TERM:

This Agreement becomes effective as of June 21, 2021 and expires at 11:59 PM on June 20, 2023 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

Prior to the expiration of this Agreement, the parties will discuss a renewal of the Agreement, including possible modifications.

Each party agrees to inform the other as early as possible of any intention not to renew the Agreement upon expiration of its term. Should the Agreement expire, the existing terms shall remain in effect until a new agreement can be negotiated or until the Employee or TCRTA terminates employment.

2. TERMINATION:

Employment with TCRTA is "at will," meaning that either TCRTA or Employee can terminate employment at any time, with or without notice, and for any reason or no reason.

3. PRIOR APPROVAL FOR CONCURRENT EMPLOYMENT

During the term of this Agreement, the Employee agrees not to engage in concurrent employment with any other person or entity, including any other department of the County of Tulare, without prior notification to and approval of TCRTA.

4. SERVICES:

Employee shall serve as the Executive Director of TCRTA. The Employee's services shall be performed in accordance with and under the direction of TCRTA and its Board of Directors. In such position, Employee shall have such duties, authority, and responsibilities as shall be determined from time to time by TCRTA and/or its Board of Directors.

5. PAYMENT FOR SERVICES:

The Employee's annual salary shall be \$130,000. Without amendment to this Agreement, the Employee's annual salary shall increase concurrently with, and in a percentage equal to, any and all cost of living increases awarded to substantially all department heads by the Tulare County Board of Supervisors. The Employee shall participate in, and benefit from, the same standard benefits provided to all department heads pursuant to the County Personnel Rules.

The Employee shall also receive an automobile allowance, in the same manner as provided to County of Tulare department heads under Tulare County Administrative Regulation No. 1. Without amendment to this Agreement, the automobile allowance shall increase or decrease concurrently with, and in the same manner as, the allowance provided for department heads in Administrative Regulation No. 1.

6. PERFORMANCE REVIEWS: TCRTA shall conduct an informal performance review following Employee's first 6 months of employment. Subsequently, TCRTA shall conduct an annual personnel evaluation of the Employee for the purpose of evaluating job performance. Employee will be eligible for merit increases at that time.

7. GOVERNING LAW AND PLACE OF PERFORMANCE: The laws of the State of California govern this Agreement and its interpretation. This Agreement is entered into, and shall be performed in, Tulare County, California.

8. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

9. DISPUTES AND DISPUTE RESOLUTION: The Employee shall continue with his responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. TCRTA shall bear all costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

10. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

11. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

12. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

13. NO THIRD-PARTY BENEFICIARIES INTENDED: The Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

14. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

15. MISCELLANEOUS

This writing contains the full Agreement of the Parties as to its subject matter, and no prior oral or written understanding will be of any force or effect. This Agreement cannot be amended or altered except in a writing signed by both parties.

16. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

RICHARD TREE

Employee

Date

TULARE COUNTY REGIONAL TRANSIT AUTHORITY

By _____
Jose Sigala
Chair, TCRTA

Approved by TCRTA on:

Date

Approved as to Form
County Counsel

By _____
Deputy

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AGENDA ITEM VI C

July 19, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Action: Authorize staff to apply for Areas of Persistent Poverty Program Funding

DISCUSSION:

On June 30, 2021, the Federal Transit Administration (FTA) announced the opportunity to apply for \$16.3 million in competitive grants for the Fiscal Year 2021. This program supports projects that will improve transit services or facilities in areas of persistent poverty through planning, engineering, technical studies, or financial plans for projects. Applicants are encouraged to work with non-profits or other entities of their choosing to develop an eligible project.

The Areas of Persistent Poverty Program is intended to:

- Support the Biden-Harris Administration's goal of advancing racial equity and support for underserved communities and protecting public health and the environment.
- Support transportation planning to improve transit service in areas experiencing long-term economic distress.
- Improve transit access for environmental justice populations, provide equity-focused community outreach in underserved communities, and remove barriers to opportunity.
- Increase access to jobs and healthcare through enhanced transit options and improved facilities.

Project applications are due electronically on or before August 30, 2011. Applicants for the Areas of Persistent Poverty program must be eligible recipients or sub-recipients under section 5307, 5310, or 5311. Capital, maintenance, or operating costs of any type are not eligible for funding under this program.

Eligible projects must be located: 1) in a county that had greater than or equal to 20% of the population living in poverty over the 30-year period, or 2) in a census tract with a poverty rate of at least 20% of the population living in poverty over the 30-year period.

The minimum federal share for projects selected is 90% of the total project cost and the local share will be no more than 10% of the requested grant amount.

Although Tulare County itself does not qualify as an eligible project area, staff has identified 51 of 78 census tracts in Tulare County with a poverty rate of at least 20% of the population.

Staff is proposing a regional planning project that will provide enhanced transportation (On-Demand) utilizing clean mobility (battery-electric vehicles) specifically to the 51 census tracts meeting the poverty rate. The enhanced transportation will focus on increasing access to healthcare facilities and large employers throughout Tulare County. Staff desires to partner with Visalia Transit, CalStart (national nonprofit), as well as various local healthcare providers.

To provide access to all 51 census tracts, staff is also proposing a component of the project to include the development of a regional call center that would assist TCRTA to serve as the Transportation Management Agency.

It is recommended that the Board:

1. Authorize staff to prepare a project application to be reviewed and approved at the August board meeting.

ATTACHMENT:

None