

**Tulare County Regional Transit Agency**

**Special Board Meeting  
AGENDA**

**September 28, 2022**

**6:00 pm**

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

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to Assembly Bill 361, available at:

[https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220AB361](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361)

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

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

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

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

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

**NOTICE TO THE PUBLIC  
PUBLIC COMMENT PERIOD**

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

**IV. CLOSED SESSION ITEMS:**

It is the intention of the Board of Directors to meet in closed session concerning:  
None

**RECONVENE OPEN SESSION**

**V. REPORTS:**

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

- A. Safety Committee
- B. Ad Hoc Committee

**VI. PRESENTATIONS:**

- A. Transdev Transition Training Update (Pages 01-14)
- B. Cross Valley Corridor (Pages 15-22)

**VII. CONSENT CALENDAR ITEMS:**

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

**Request Approval of the Consent Calendar Items VII-A through VII-D.**

- A. Approve Minutes of August 15, 2022 (Pages 23-25)
- B. Approve Minutes of August 24, 2022 (Pages 26-27)
- C. Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance (Pages 28)
- D. Informational: Cap-and-Trade: Low Carbon Transit Operations Program (LCTOP) (Pages 29-30)

**VIII. ACTION AND INFORMATION ITEMS:**

- A. Approve Cash Advance and Repayment Agreements with the County of Tulare, City of Dinuba, City of Porterville, City of Tulare, and City of Woodlake (Pages 31-71)
- B. Approve Grant Agreements with the Federal Transit Administration (Pages 72-88)

**IX. OTHER BUSINESS:**

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

**X. ADJOURN:**

The next scheduled Tulare County Regional Transit Agency (TCRTA) Board meeting date will be **October 17, 2022 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

**TULARE COUNTY REGIONAL TRANSIT AGENCY**

<b>BOARD OF DIRECTORS</b>	<b>ALTERNATE</b>	<b>AGENCY</b>
Kuldip Thusu	Armando Longoria	City of Dinuba
Steve Garver	Dave Hails	City of Exeter
Greg Gomez – Vice Chair	Tina Hernandez	City of Farmersville
Ramona Caudillo	Hipolito Cerros	City of Lindsay
Milt Stowe	Donald Weyhrauch	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Jose Martinez	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare

**EX OFFICIO MEMBERS**

Georgina Landecho, CalVans

Kellie Carrillo, TCAG Public Transit Representative

**TCRTA STAFF**

**OFFICE INFORMATION**

Rich Tree, Executive Director

Leslie Davis, Finance Director (TCAG)

Albert Barragan, Transit Manager (County)

Teresa Ortega, Transit Analyst – Grants (County)

Jennie Miller, Associate Planner (TCAG)

Servando Quintanilla Jr., Administrative Clerk II (TCAG)

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

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

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# Transition Training Update

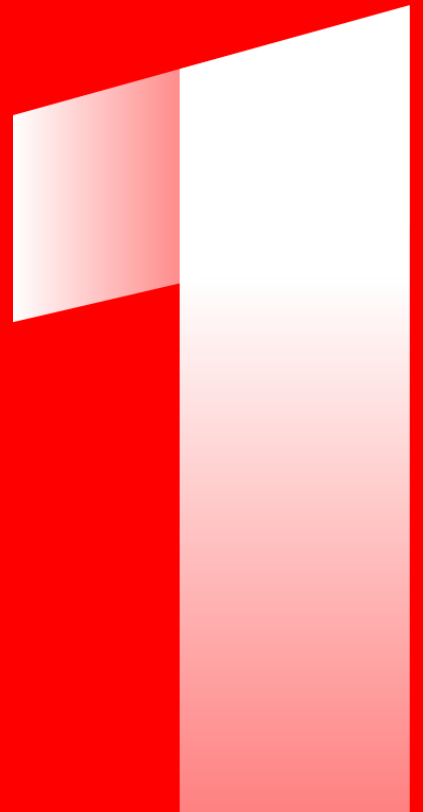
**Overview of Employee Recruiting and Training**

9.19.22



# Meet our Trainer

Patrice Carr



# Patrice Carr

- **One of Transdev's National Behind The Wheel (BTW) and Classroom Instructors**
  - 8 Years of Transit Experience
  - Has worked on several major start-up projects across the Country in states including: California, Maryland, Georgia, Indiana, New Jersey and Virginia
- **Credentials and Certifications**
  - Transportation Safety Institute
  - Transit Safety and Security Program
  - State of California DMV Employer Examiner



# Incumbent Training Program

Where we started





# Incumbent Training

## ■ When did training start?

- Incumbent Training began on June 6 and concluded on June 30
- New TCRTA Service launched on July 1

## ■ Who received training?

- **63** employees across all departments including Bus Operators, Dispatchers, Mechanics, Road Supervisors, Utilities and Customer Service Representatives

## ■ How many hours of training was received?

- **12** hours of combined classroom and behind the wheel

## ■ What was measured during training?

- All employees were evaluated on their skill and proficiency levels before being approved to sign on and work under the new TCRTA

# New Hire Training

What we built



# New Hire Training

## ■ When did training start?

- New Hire Training began on June 27 and is continuous to build a talent pool of extra board and standby drivers

## ■ Who received training?

- Both CDL and non-CDL new hires were and are eligible to apply
- For those who do not have their CDL, a special curriculum of classroom instruction is provided to prepare new hires to take their permit test at the DMV
- In addition, School Pupil Activity Bus (SPAB) and General Public Paratransit Vehicle (GPPV) training is provided

## ■ How many hours of training was received?

- **40** hours of classroom
- **40** hours of behind the wheel
- **40** hours of cadetting
- All together, this **120** hours of training prepares our Drivers to **safely operate** our vehicles and to **provide world class customer service to our passengers**

# Graduation Rate

Surviving the Great Resignation



# Graduation Numbers

## ■ How many people have graduated thus far?

- Since new hire training began, we have enrolled 32 people into the program, with a graduation rate of 50% - totaling **16 successful new drivers** into the system

## ■ Are we fully staffed?

- **YES!** There are **6 more** new hires in the program, scheduled to graduate later this month, **meeting our goal of 60 Drivers total**

# Additional Training and Certifications

Expanding our knowledge



# More Knowledge

## ■ In 2023, we plan to...

- Conduct refresher training for all of our Road Supervisors and Dispatchers to respond to Emergency situations

## ■ What are the names of those training programs?

- NIMS – National Incident Management System
- ICS – Incident Command System
- Both training programs come from FEMA's Emergency Management Institute designed to adequately train personnel on all concepts and principles of emergency incident response
- Basic, Intermediate and Advanced training courses will be offered

# What's next?

More recruiting for more service





# Tulare County Job Fair 2022 – Join Us!

A banner for the Tulare County Job Fair 2022. The background is a photograph of a busy job fair with many people walking around and interacting at various booths. Overlaid on the image is a circular logo on the left that says "tulare county • 2022" around the top edge and "JOB FAIR" in the center. To the right of the logo, the text "FINDING THE PATH FOR YOU" is displayed in large, bold letters, with "PATH" in a teal color. Above this text, there are navigation links: "INFORMATION", "SPONSORS", "BOOTH", "CONTACT", and "WHO'S HIRING" (the last one is in a teal box). Below the main text, there are two sections: "DATE AND TIME" with a calendar icon, showing "September 14, 2022" and "9:00 am - 12:00 pm", and "LOCATION" with a location pin icon, showing "Visalia Convention Center" and "303 E Acequia Ave". A note below the date says "Priority entry for veterans at 8:30 am". At the bottom of the banner is a dark blue bar with the text "JOB SEEKER INFORMATION" in white.

- We are getting prepared for the expanded countywide on-demand service
- We want to begin searching for our new drivers to be ready for a successful launch

The **Workforce Investment Board** and **Employment Connection** are proud to host the 30th Annual Tulare County Job Fair.

Come join this free event which is open to the general public. Local employers and job-seekers throughout the Central Valley who attend the job fair will gain access to leads, on-the-spot interviews, resume reviews, and an opportunity to discuss their qualifications and experience.

# Thank you!





An aerial photograph showing a green and white bus driving on a two-lane road. To the right of the road is a large, empty parking lot with many small, young trees planted in rows. In the background, there are fields and some distant buildings under a clear sky.

# CROSS VALLEY CORRIDOR

Connecting Communities to High-Speed Rail



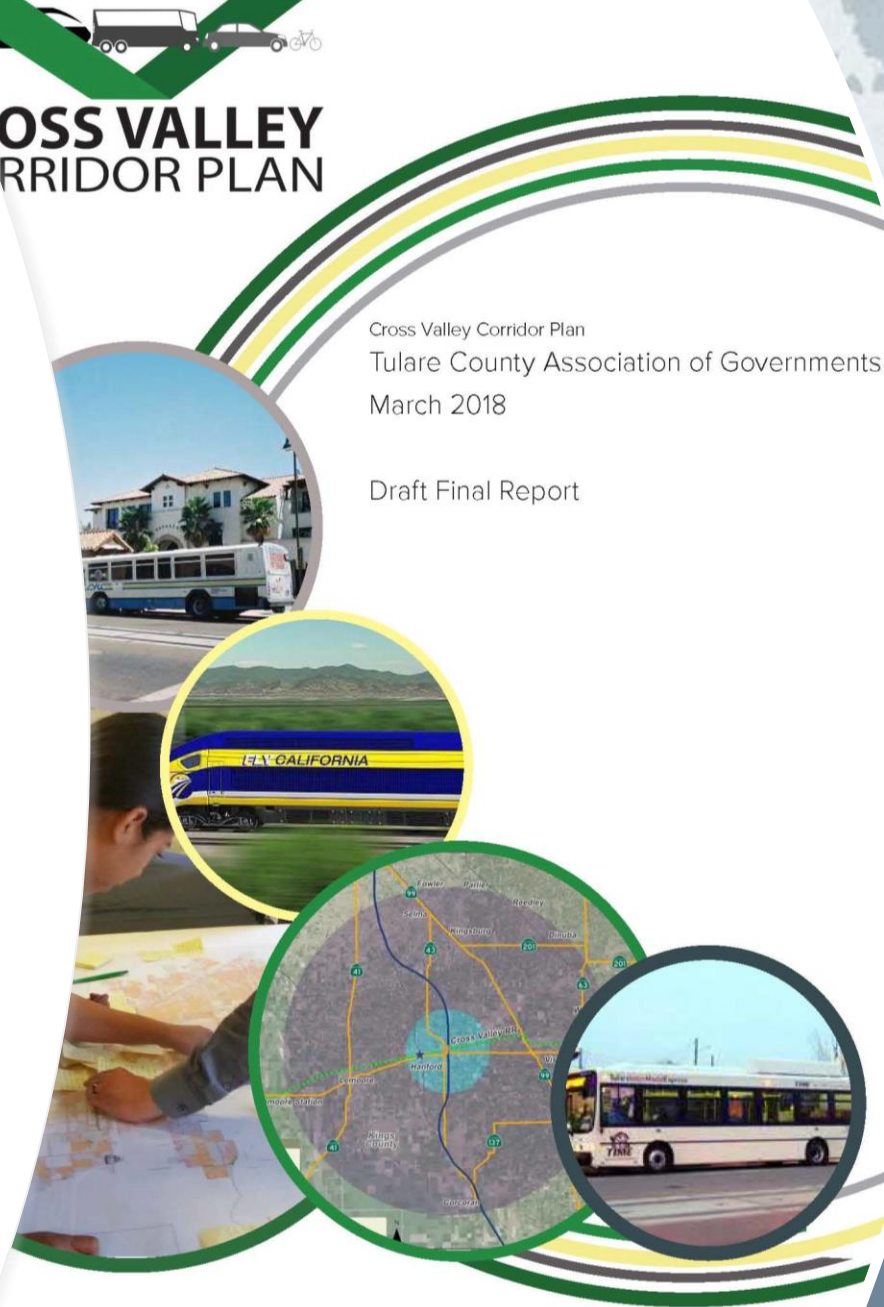
## CROSS VALLEY CORRIDOR PLAN

# The Plan

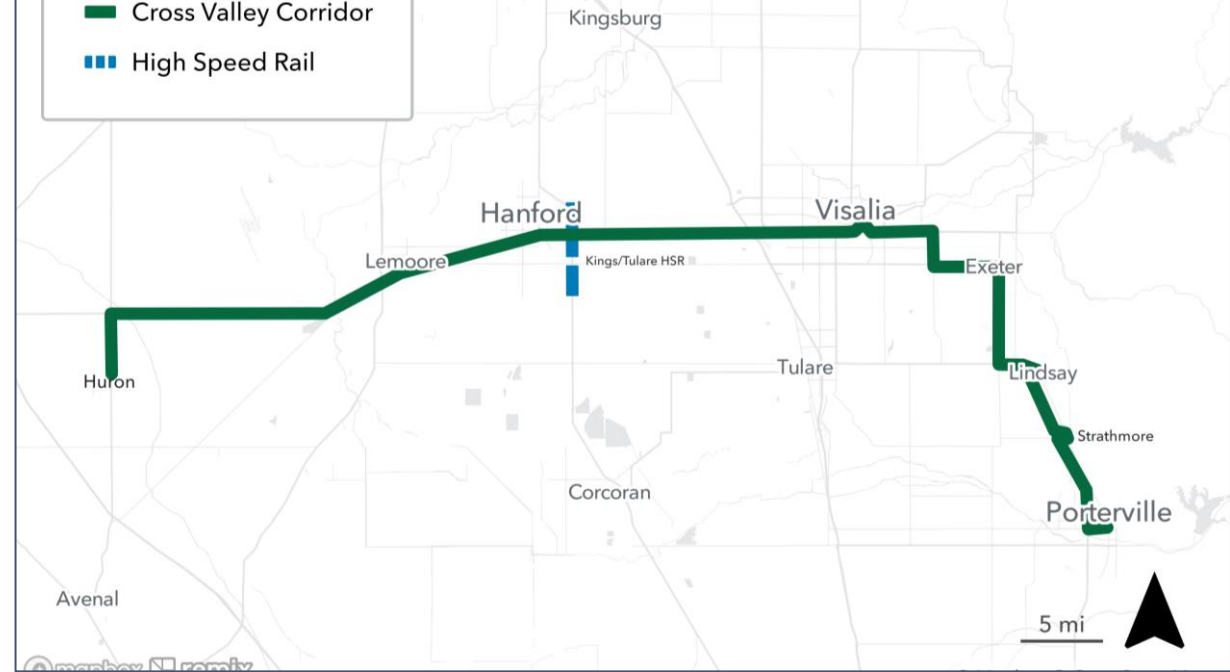
- Connecting Communities
- Kings-Tulare HSR Station
- High Frequency ZEB Commuter Route
- Innovative ZEB Microtransit
- 2022 TIRCP Award

Cross Valley Corridor Plan  
Tulare County Association of Governments  
March 2018

Draft Final Report

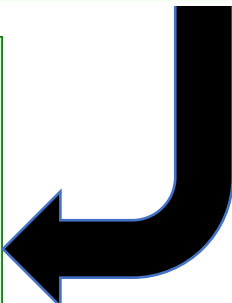
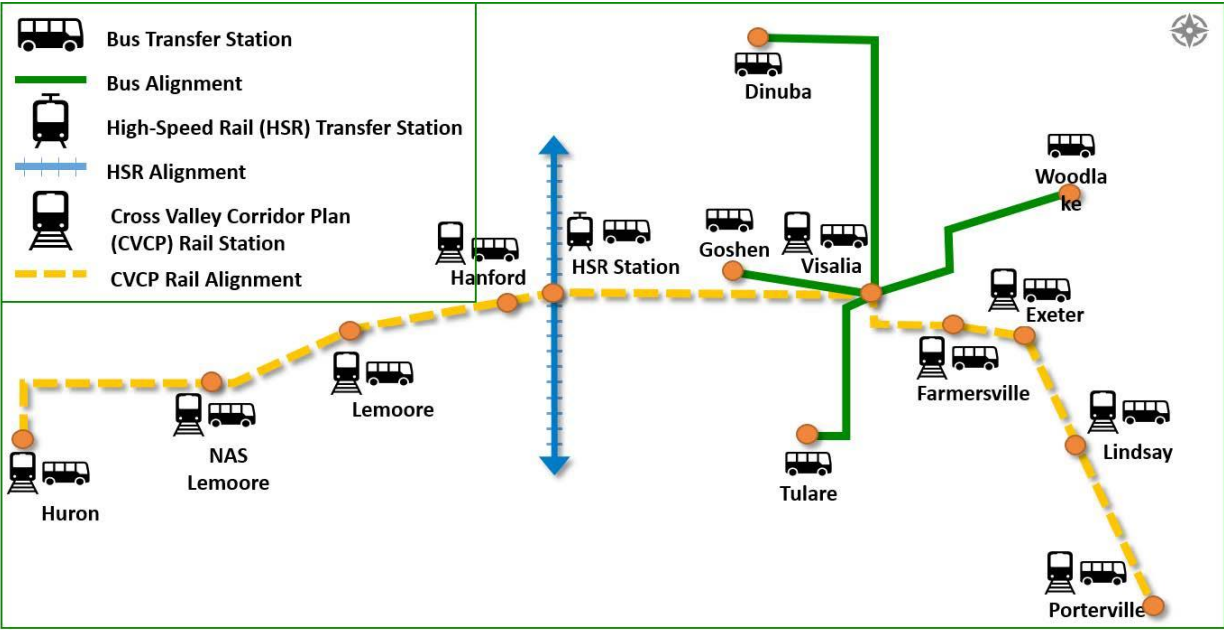
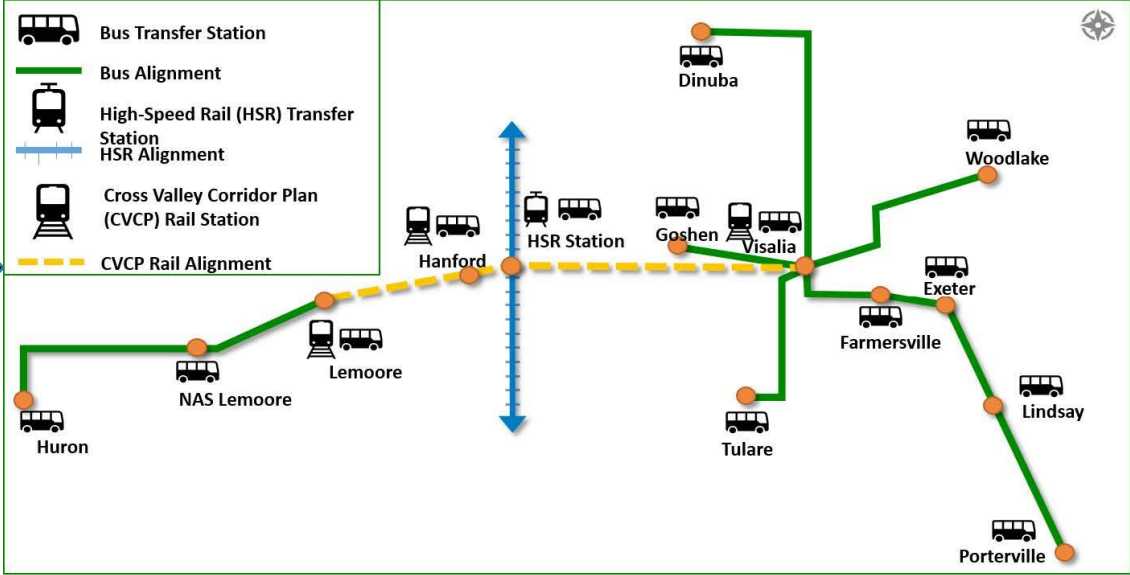
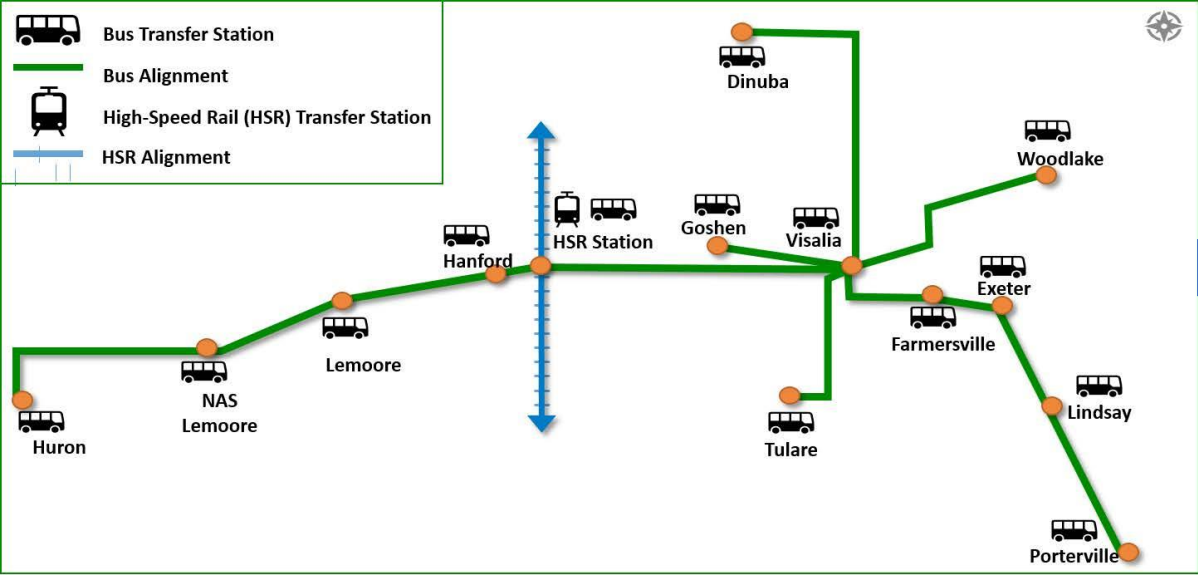


# East – West Corridor





# CROSS VALLEY CORRIDOR – Bus to Rail

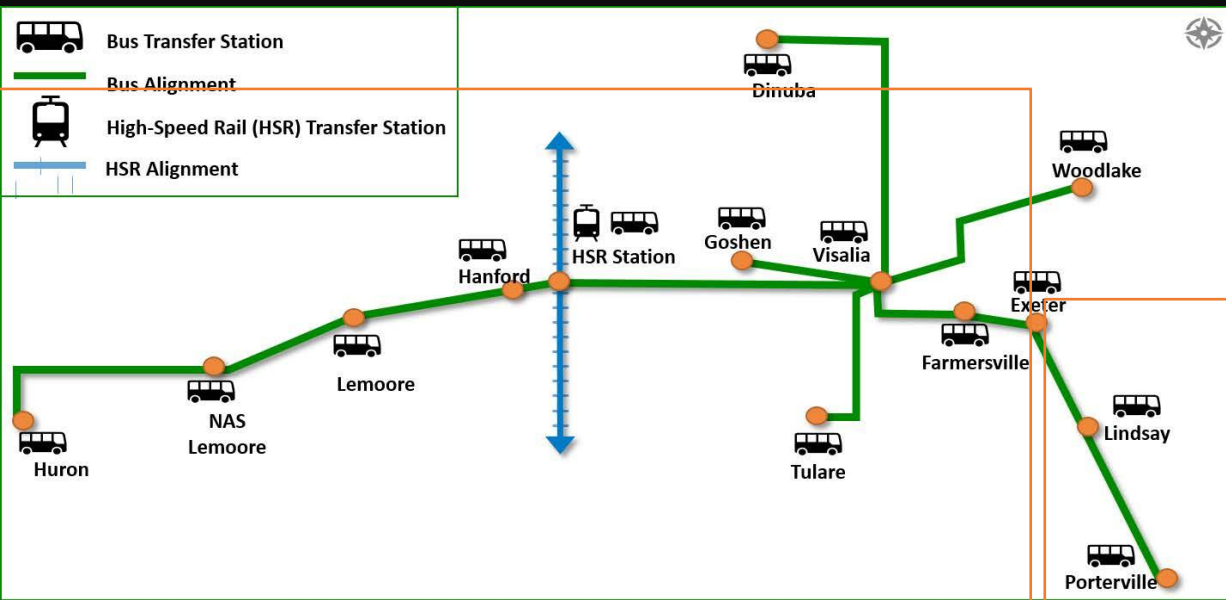




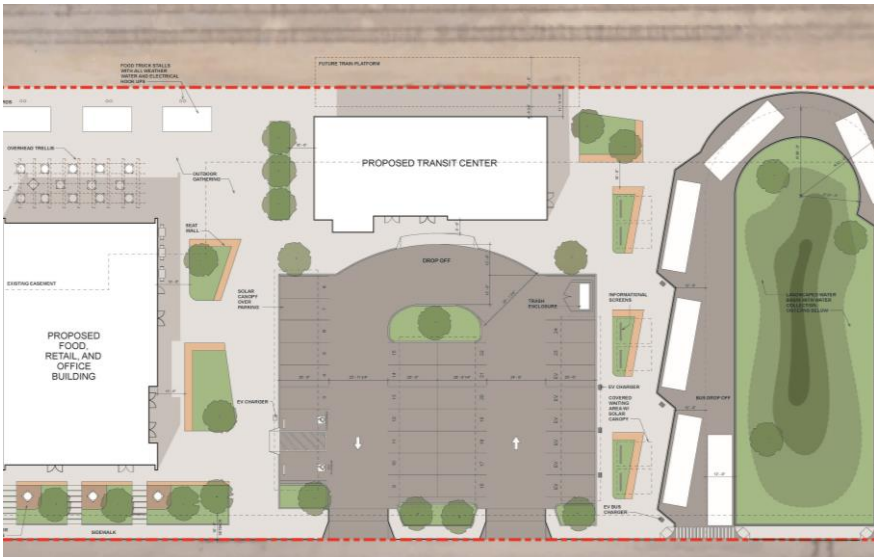
# Cross Valley Corridor – Phase 1

## *High Frequency ZEB Commuter*

- >15 Jurisdictions
- 3 Transit Operators + HSR
- 10 Multi-Modal Hubs
- 14 Zero-Emission Transit Buses
- 40 Battery-Electric Shuttle Vans







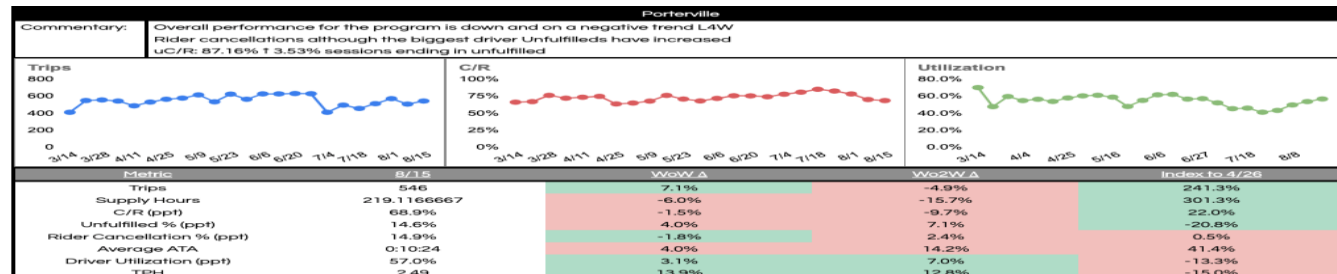
# Station & Multimodal Hub Planning



# Now available on Uber



## Clean & Innovative Mobility



Uber

In collaboration with



## Challenges

**TCRTA**

Tulare County Regional Transit Agency

- Community vs Agency Needs
- ZEB Funding
- Workforce Development
- Planning for Bus & Rail
- Infrastructure
- Technology Limitations

**Tulare County Regional Transit Agency  
Minutes**

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**August 15, 2022, 6:00 p.m.**

**Members Present:** Thusu, Garver, Sigala, and Valero  
**Members Absent:** Gomez, and Stowe  
**Alternates Present:** Cerros, and Martinez  
**Staff Present:** Rich Tree, Brideget Moore, Albert Barragan, Jennifer Miller, Giancarlo Bruno, Leslie Davis, Michele Boling, and Servando Quintanilla,  
**Counsel Present:** Patrick Beck

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**I. CALL TO ORDER:**

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

**III. PUBLIC COMMENT:**

None

**IV. CLOSED SESSION ITEMS:**

- A.** Government Code Section 54957 – Public Employee Evaluation: Title of Position: Executive Director
- B.** Government Code Section 54956.9(d)(2) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three (3) cases

**V. COMMITTEE REPORTS:**

**A. Safety Committee**

Mr. Tree reported that TCRTA went over an evaluation of services at TCRTA facilities and internal committee had been created. Mr. Tree also stated that it had been discussed about to add more security at transit centers.

**B. Ad Hoc Committee**

Mr. Sigala stated that this committee had meet and provided comments regarding Director evaluation.

**VI. PRESENTATIONS:**

None

**VII. CONSENT CALENDAR ITEMS:**

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

- A.** Approve Minutes of June 22, 2022
- B.** Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance
- C.** Authorization to Purchase Cellular Routers
- D.** Authorization to Purchase Website Design Services

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

**VIII. ACTION AND INFORMATION ITEMS:**

**A. Approve Program Supplement to Measure R Cooperative Agreement**

Mr. Tree discussed Measure R Transit Advance request to the Tulare County Transportation Authority to assist the agency with maintaining a sound financial position and to provide the required local match to state and federal operating grant funding and the annual Measure R Transit funding for transit expansion, as approved by the Measure R Expenditure Plan. For the FY 2022-2023 City of Dinuba 117,500, City of Porterville 170,000, City of Tulare 170,000, and County of Tulare 590,000 for a total of 1,047,500 would provide financial assistance

while the agency's Transportation Development Act (TDA) claims are processed and approved.

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

**B. Approve an Agreement with County of Tulare for Administrative Services**

Mr. Tree discussed TCRTA had established agreements with various agencies, such as TCAG and County Counsel, to support the agency. Mr. Tree stated that without the support of these agencies, TCRTA would have to procure these services in the open market or perform them in-house. TCRTA does not have the staff to perform certain administrative services and found that partnering with agencies is a cost-effective solution. With various planning, operational, administrative services, staff is recommending approving the Agreement between the Tulare County Regional Transit Agency and the County of Tulare for administrative services; and authorize the Board Chair and County Counsel to execute the Agreement and if approved, the Agreement will authorize the County of Tulare to provide administrative services, such as payroll and human resources, for TCRTA staff.

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

**C. Approve Amendment No. 1 to the 2022 Budget and Capital Improvement Program**

Mr. Tree discussed the adoption of the 2022 Budget and Capital Improvement Program, the Agency had been awarded \$36.7 million in state and federal projects and the proposed Amendment No. 1 to the Fiscal Year 2022 Budget and Capital Improvement Program increases from \$32.1 million to \$50.1 million, consisting of \$20,138,712 for the Operating Budget and \$30,047,330 for the Capital Improvement Program. Chairman Sigala mentioned that in the future if TCRTA can give a report of cash flow and up coming projects.

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

**IX. OTHER BUSINESS**

**A. Director's Report**

Mr. Tree discussed FY 2021 – 2022 Ridership On-Demand, Ridership ADA Paratransit, and Fare Free Ridership on Fixed Route. Mr. Tree also discussed fare collection would resume on September 1, and a bus order would be placed to help out going buses, and the Tule River Tribe would be getting assistance from TCRTA and possibly joining the agency. Mr. Tree discussed a safety plan would be established and would involve many people across the agency, and last Mr. Tree will be speaking at the Zeb Con Zero Emission Bus Conference in Anaheim.

**B. Request from Board Members for Future Agenda Items**

Chairman Sigala gave direction to have an agenda item to create a partnership with the Tule River Tribe Transit. Mr. Tree stated that TCRTA had received a special request for transportation for a group and would like to add that item to the agenda.

**X. ADJOURN**

The meeting adjourned at 6:51 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on **September 19, 2022 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

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**Tulare County Regional Transit Agency  
Special Meeting  
Minutes**

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**August 24, 2022, 6:00 p.m.**

**Members Present:** Garver, Gomez, Caudillo, Stowe, and Sigala  
**Members Absent:** Thusu, and Valero  
**Alternates Present:** Martinez  
**Staff Present:** Rich Tree, Jennie Miller, Albert Barragan, Teresa Ortega,  
Michele Boling, and Servando Quintanilla,  
**Counsel Present:** Patrick Beck

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**I. CALL TO ORDER:**

Chair Sigala called the meeting to order at 6:00 p.m.

**III. PUBLIC COMMENT:**

None

**IV. ACTION AND INFORMATION ITEMS:**

**A. Approve Tule River Tribe of California Membership**

Mr. Tree discussed The Federal Transit Administration (FTA) provides numerous programs to federally recognized Indian Tribes, groups, or communities as eligible applicants or recipients and typically, tribal governments working with the FTA are the recipients of FTA's Tribal Transit Program funds. The Tule River Tribe of California had five open FTA awards to provide capital and operating assistance under the Tribal Transit Program and the Tule River Tribe of California could benefit as a member agency of the Tulare County Regional Transit Agency by receiving technical administrative assistance. On August 12, 2022, staff received a new membership request from the Tule River Tribe of California to assist with their Tribal Transit Program. Staff recommendations are that the Tulare County Regional Transit Agency Board of Directors adopt the Resolution approving the membership in TCRTA of the Tule River Tribe of California and authorize circulation to the Member Agencies for their approval of the amended and Restated Joint Powers Agreement that includes the Tule River Indian Tribe as a Member Agency; and authorize staff to work with the Tule River Tribe of California to develop a Tribal Transit service plan and operational budget to be submitted to the FTA. As a new Member Agency Tule River Tribe of California is responsible for its share of the funding for public transportation provided by the Transit Agency.

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

**B. Approve Special Transportation Request**

Mr. Tree discussed that on August 15, 2022, staff received a request for special transportation from the Kashmiri Overseas Association, Inc., a 501c(3) organization, for transportation to the Sequoia National Park on September 4, 2022. The group of approximately 30 to 40 people are requesting transportation from 10:00 am to 4:00 pm. After further evaluation, staff determined two options for consideration. First, the group can utilize the Sequoia Shuttle for their trip to



the Sequoia National Park. The Sequoia Shuttle operates seven days a week, and the cost per passenger is \$20. The Sequoia Shuttle will pick up the group at the Marriott at 10:15 am and will depart the National Park at 2:30 pm arriving back at the Marriott at 4:30 pm. For a group of 40 people, the total cost for transportation will be \$800. The Second Option is for the Tulare County Regional Transit Agency to provide special transportation to the Sequoia National Park free of charge. The definition of charter service under 49 CFR Section 604.3(s) (1), requires a negotiated price, which implies an exchange of money. Thus, free service does not meet the negotiated price requirement. The estimated cost of providing the free transportation is \$800, which includes labor for 2 buses and fuel.

No motion was made to approve item.

**C. Approve Compensation Recommendation for TCRTA Executive Director**

Chairman Sigala discussed compensation options for TCRTA Director.

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

**V. ADJOURN**

The meeting adjourned at 6:39 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on **September 19, 2022 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.



## Tulare County Regional Transit Agency

### **AGENDA ITEM VII-C**

**September 28, 2022**

**Prepared by Richard Tree, Executive Director**

#### **SUBJECT:**

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

#### **BACKGROUND:**

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

#### **DISCUSSION:**

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

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

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

#### **RECOMMENDATION:**

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

#### **FISCAL IMPACT:**

None

#### **ATTACHMENT:**

None

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## Tulare County Regional Transit Agency

### AGENDA ITEM VII-D

September 28, 2022

Prepared by Teresa Ortega, TCRTA Staff

#### SUBJECT:

**Informational:** Cap-and-Trade: Low Carbon Transit Operations Program (LCTOP)

#### BACKGROUND:

The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions 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. Senate Bill 862 continuously appropriates five percent of the annual auction proceeds in the Greenhouse Gas Reduction Fund (Fund) for LCTOP, beginning in 2015-16.

#### DISCUSSION:

On August 22, 2022, TCRTA staff met with LCTOP Caltrans liaisons to discuss the transfer of LCTOP Safety and Security funds to TCRTA. Staff will be working with the Resource Management Agency (RMA) to transfer all residual funds to TCRTA so that these projects can be completed in a timely manner.

Staff was directed to submit a formal letter to Caltrans advising of the transfer of funds along with the responsibility to complete the below listed projects. TCRTA will be responsible for the completion of projects, future reporting and closing out of projects. RMA estimates that it will transfer an estimated \$1,409,990. TCRTA agrees to be the lead agency on all future LCTOP grants.

Project ID	Project Name	Total LCTOP Funds	Balance + Interest
18-19-D06-115	Bus and Bus Stop Enhancements and Amenities	\$436,596	\$277,910
19-20-D06-109	Solar-Powered Bus Stop Signage	\$65,875	\$67,398
19-20-D06-110	TCaT Fare Subsidy Campaign	\$69,438	\$7,467
19-20-D06-169	Smart-Card Fare System	\$170,000	\$173,908
20-21-D06-090	Free Fare Ridership Campaign	\$355,698	\$0
21-22-D06-091	Free Fare Ridership Campaign	\$883,307	\$883,307

#### RECOMMENDATION:

N/A

**FISCAL IMPACT:**

The Low Carbon Transit Operations Program (LCTOP) is 100% grant funded and no local match is required.

**ATTACHMENT:**

None

## Tulare County Regional Transit Agency

### AGENDA ITEM VIII-A

September 28, 2022

Prepared by Richard Tree, Executive Director

#### SUBJECT:

**Action:** Approve Cash Advance and Repayment Agreements with the County of Tulare, City of Dinuba, City of Porterville, City of Tulare, and City of Woodlake

#### BACKGROUND:

On August 11, 2020, the Tulare County Regional Transit Agency (TCRTA) became the established regional transit provider for the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake. During the past two years, while TCRTA was being formed and becoming a grantee by the Federal Transit Administration (FTA), the member agencies continued to independently fund operations with Local Transportation Fund (LTF), State, and Federal funding.

In the formation of the TCRTA, member agencies transferred to TCRTA all transit-related assets and all transit-specific Transportation Development Act (TDA), State, and Federal fund authority allocated to each member. However, most transit-specific funding is based on reimbursement.

The nature of reimbursement-based transit funding has left the TCRTA without any working capital to cover its initial operational costs. Had transit services remained among the member agencies, each member agency would have advanced its initial operating costs with transit or non-transit reserves to assist with cash flow prior to TDA, State, and Federal funding reimbursement.

#### DISCUSSION:

On September 15, 2022, staff met with City Managers of the TCRTA member agencies to inform them of the financial challenges and to request assistance with the initial cash flow of the agency. Staff recommended that the five largest member agencies contribute startup capital, in the form of a loan, approximately proportionate to their share of TCRTA's FY 2022-2023 operating budget. The proportional amount for the five member agencies is represented in the table below:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%
<b>Total</b>	<b>\$5,000,000</b>	

The proposed Cash Advance and Repayment Agreement would advance up to \$5,000,000 to the TCRTA to assist with cash flow needs. Repayment of borrowed funds, plus accrued annual interest, would be remitted when there is sufficient cash balance in the TCRTA fund to cover regular cash flow needs, but no later than December 31, 2027.

Due to the urgent need for a cash advance, the City of Porterville approved this request on September 20, 2022, and the City of Tulare approved this request on September 22, 2022. The City of Woodlake approved this request on September 26, 2022. The County of Tulare and the City of Dinuba approved this request on September 27, 2022.

#### **RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors:

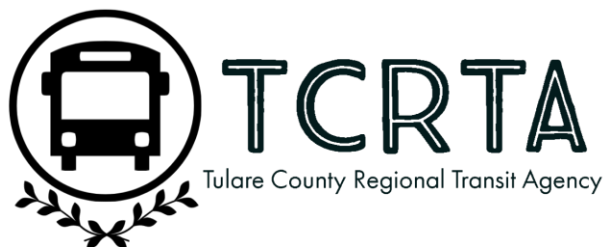
1. Accept the cash advance from the County of Tulare, City of Dinuba, City of Porterville, City of Tulare, and City of Woodlake in the amount of \$5,000,000.
2. Authorize the Executive Director to execute the Cash Advance and Repayment Agreements from the County of Tulare, City of Dinuba, City of Porterville, City of Tulare, and City of Woodlake.
3. Authorize the Executive Director or his/her designee, upon execution of the Agreements, to request said Cash Advance as set forth in the terms of the Agreements.

#### **FISCAL IMPACT:**

The \$5,000,000 cash advance from the County of Tulare, City of Dinuba, City of Porterville, City of Tulare, and City of Woodlake provides the critical working capital needed while waiting for reimbursement from local, state, and federal funding sources.

#### **ATTACHMENT:**

1. TCRTA Financial Assistance Request Letter
2. Draft City of Porterville Cash Advance and Repayment Agreement
3. Draft County of Tulare Cash Advance and Repayment Agreement
4. Draft City of Tulare Cash Advance and Repayment Agreement
5. Draft City of Dinuba Cash Advance and Repayment Agreement
6. Draft City of Woodlake Cash Advance and Repayment Agreement
7. Draft Resolution 2022-023



Tulare County Regional Transit Agency  
 559.623.0450  
 210 North Church Street Suite B  
 Visalia, CA 93291  
[www.tularecog.org](http://www.tularecog.org)

September 15, 2022

Mr. Jason Britt, County of Tulare  
 Mr. John Lollis, City of Porterville  
 Mr. Marc Mondell, City of Tulare  
 Mr. Luis Patlan, City of Dinuba  
 Mr. Ramon Lara, City of Woodlake

**RE: TCRTA Request for Financial Support**

County Administrator and City Manager's,

As of September 15, 2022, TCRTA has not received its expected local, state, and federal funding to pay for transit operating expenses for FY 2022-2023. However, TCRTA is expecting revenues to be accessible to the agency on or before November 1, 2022.

To maintain a positive financial position and to prevent disruption in transit service, TCRTA is requesting financial support, based on the member agency's proportional amount, for anticipated expenses from July 1, 2022, through October 31, 2022. The table below is the distribution amount based on service hours.

Financial Support Request

Member Agency	Proportional %	Amount
City of Porterville	32%	\$1,600,000
City of Tulare	30%	\$1,500,000
County of Tulare	30%	\$1,500,000
City of Dinuba	7%	\$350,000
<u>City of Woodlake</u>	<u>1%</u>	<u>\$50,000</u>
<b>Total</b>		<b>\$5,000,000</b>

In addition, TCRTA has committed to obtaining additional financial administration support from the County of Tulare, including financial software and YTD financial reports; the ability to proceed with hiring TCRTA staff; and working with member agencies to develop a reserve policy and five-year financial plan within the next six months.

Should you have any questions, please contact me directly at (559) 623-0452 or [rtree@tularecog.ca.gov](mailto:rtree@tularecog.ca.gov).

Sincerely,

*Richard I. Tree*

Richard Tree, Executive Director  
 Tulare County Regional Transit Agency

## **AGREEMENT FOR CASH ADVANCES AND REPAYMENT**

---

**THIS AGREEMENT** for Cash Advances and Repayment ("Agreement") is made and entered into by and between the **City of Porterville**, a municipal corporation of the State of California (the "City") and the **Tulare County Regional Transit Agency** ("TCRTA") a joint powers agency. The City and TCRTA each are a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

**WHEREAS**, the City is a member of TCRTA, a joint powers agency created by the City and its other members (collectively, "Member Agencies") pursuant to Title 1, Division 7, Chapter 5, Article 1 (beginning with section 6500) of the California Government Code (the "Joint Powers Law") under that certain "Tulare County Regional Transit Agency Joint Powers Agreement" dated August 11, 2020 (the "Joint Powers Agreement"); and

**WHEREAS**, under the Joint Powers Agreement, TCRTA owns, operates, and administers a public transportation system within the jurisdictions of the Member Agencies; and

**WHEREAS**, the City and the other Member Agencies, under Government Code section 6504, subdivision (c), have the authority to provide advances of public funds to TCRTA for the purposes set forth in the Joint Powers Agreement; and,

**WHEREAS**, Section 4 of the Joint Powers Agreement provides that TCRTA shall have all powers necessary to carry out the purpose of the Joint Powers Agreement, including incurring debts, liabilities and obligations, and all other powers that are necessary for TCRTA to provide public transportation services; and

**WHEREAS**, Section 4, subdivision (j) of the Joint Powers Agreement provides that TCRTA shall have the power to apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance; and,

**WHEREAS**, TCRTA has requested that the City make available for advance up to \$1,600,000, as needed by TCRTA to temporarily assist TCRTA in managing its cash flow needs; and

**WHEREAS**, the use of a short-term cash advance and repayment is the most cost-effective method to ensure that TCRTA has sufficient cash to pay its costs for the purposes of TCRTA Joint Powers Agreement; and

**WHEREAS**, by its adoption on \_\_\_\_\_, 2022 of Resolution No. \_\_\_\_\_, the City Council of the City has approved the making of a cash advance or advances up to the maximum amount of \$1,600,000, by the City to TCRTA, and, as requested by such Resolution, to be repaid in full by TCRTA, plus accrued interest thereon at the Annualized Rates, at the earlier of: (a) when there is sufficient cash balance in TCRTA's accounts to cover regular TCRTA cash flow needs, as determined by TCRTA's Executive Director; or (b) December 31, 2027, and as more thoroughly specified herein in Article III, below; and

**WHEREAS**, the City is informed that TCRTA has requested that the four other largest Member Agencies each authorize cash advances to TCRTA, up to the maximum amounts set forth below, which amounts represent shares proportionate to each Member Agency's share of



TCRTA's annual budget, and that each of those Member Agencies has or will authorize cash advances pursuant to separate agreements between each of those Member Agencies and TCRTA:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

**NOW THEREFORE**, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the Parties hereto agree as follows.

## **ARTICLE I DEFINITIONS**

For purposes of this Agreement, the following words or phrases shall be deemed to have the following meanings:

- A. "TCRTA Executive Director" has the same meaning as the term "Executive Director" in TCRTA Joint Powers Agreement.
- B. "City Manager" acts as the chief financial officer for the City in this Agreement. All actions required to be completed by the City Manager may also be completed by his/her designee.
- C. "Annualized Rate" means the annualized rate of return for surplus funds invested by City.

## **ARTICLE II PURPOSES OF THIS AGREEMENT**

- A. This Agreement is made in furtherance of the determination by TCRTA Board to request that its five largest member Agencies each make available up to the maximum amounts set forth below to temporarily assist TCRTA in managing its cash flow:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$ 350,000	7%
City of Woodlake	\$ 50,000	1%

To that end, the purpose of this Agreement is to provide the terms and conditions pursuant to which the City and TCRTA will implement TCRTA's use of the City's advance and the repayment transaction. Separate agreements between each of the other four largest Member Agencies and TCRTA shall provide the terms and conditions pursuant to which the other four largest Member Agencies and TCRTA will implement TCRTA's use of those agencies' advances

and the repayment transactions.

B. The legal authority for this Agreement is provided by Government Code Section 6504, subdivision (c), which authorizes the City to provide advances of public funds to TCRTA for the purposes set forth in the TCRTA Joint Powers Agreement.

### **ARTICLE III ADVANCE AND REPAYMENT**

A. The City has made or will make available up to \$1,600,000 to TCRTA under the terms and conditions of this Agreement.

B. TCRTA Executive Director shall diligently monitor TCRTA's cash flow, including but not limited to, keeping daily records of such fund balance information. Such information shall be available, upon request, to the City Manager.

C. The Parties hereto desire for TCRTA Executive Director to have the flexibility to match TCRTA's need for funds to the amount of the request for such funds, up to the maximum amount of the available funds under this Agreement. To that end, from time to time as the need arises from the effective date of this Agreement up to and including December 31, 2022, TCRTA Executive Director may make a written request to the City Manager for a cash advance to TCRTA up to the maximum amount of the funds made available by the City under this Agreement. Such written request made on behalf of TCRTA may be transmitted by email to the City Manager.

D. The City Manager shall have the right to request information from TCRTA Executive Director with respect to TCRTA's need for the requested advance of funds and shall promptly either approve or disapprove TCRTA's request for an advance of funds up to the maximum amount of the City's available funds under this Agreement. Such approval or disapproval made by the City Manager may be transmitted by email to TCRTA Executive Director. If the City Manager informs TCRTA Executive Director of the City's approval of the requested advance, then the City shall make available to TCRTA 100 percent of the requested advance, up to the maximum amount of the City's available funds under this Agreement.

E. The City will electronically transfer its cash advance(s), upon written request of TCRTA Executive Director, to a TCRTA fund for the purposes of this Agreement.

F. TCRTA shall repay in full to the City the amount or amounts advanced by the City to TCRTA under this Agreement, plus accrued interest at the Annualized Rate, on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully paid by TCRTA to the City, which shall in any event be at the earlier of:

1. When there is sufficient cash balance in TCRTA's fund to cover regular TCRTA cash flow needs, as determined by TCRTA Executive Director; or

2. December 31, 2027.

Interest on the unpaid balance will be calculated and invoiced at the end of every fiscal year based upon the Annualized Rate for that fiscal year and prorated as necessary.

To the extent any other Member Agency advances funds to TCRTA under a separate agreement, then the City and all other Member Agencies advancing funds shall be repaid

simultaneously based on the principal amount advanced by each of them to TCRTA.

To avoid unnecessary amounts advanced by the City, TCRTA may repay a portion of any advance, subject to the terms and conditions of this Agreement, without affecting the TCRTA's right to request an advance under this Agreement, provided that such repayment complies with the foregoing provisions of this Section III.F.

G. The principal amount of funds repaid by TCRTA to the City under the preceding Section III.F shall be available to TCRTA, up to the maximum amount of the City's available funds under this Agreement, for an additional request or requests up to December 31, 2022, to be repaid according to the terms provided in this Agreement.

H. In addition to any other bank records to be kept and provided to the City under this Agreement, TCRTA Executive Director will prepare and provide quarterly financial reports, including cash flow projections, of TCRTA to the City Manager not later than thirty (30) days following the relevant quarter.

#### **ARTICLE IV GENERAL PROVISIONS**

A. **TERM:** This Agreement is effective \_\_\_\_\_, and this Agreement shall continue in full force and effect through and including December 31, 2027; provided, that TCRTA's obligation to repay all advances, plus accrued interest on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully repaid by TCRTA, and to perform any other obligations of TCRTA under this Agreement, shall survive the termination of this Agreement.

#### **B. DEFAULT AND MATERIAL BREACH:**

1. Default. The failure by TCRTA to timely meet its obligation under Article III, Section F, to repay in full, any and all advances made by the City to TCRTA hereunder, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, or to perform any other obligation hereunder, shall constitute a default under this Agreement by TCRTA.

2. Material Breach. In the event of a default by TCRTA, as provided in the preceding Paragraph IV.B.1, the City may, at the City's election, immediately declare that TCRTA is in material breach of this Agreement, and provide to TCRTA written notice of SVJIA's material breach of this Agreement; such written notice shall provide for a reasonable period not to exceed 30 days in which TCRTA may cure the breach; and if TCRTA fails to cure the breach within the reasonable period not to exceed 30 days as stated in the notice, all amounts due and owing to the City pursuant to the terms of this Agreement, shall become immediately due and payable in full, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, and the City may exercise its rights and remedies under this Agreement, and as they may otherwise be available in law or equity.

C. **INDEPENDENT RELATIONSHIP:** Nothing contained in this Agreement shall create or be deemed to create any relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between any one or more of the Parties to this Agreement. The relationship between the Parties hereto is that of independent contractors, with each Party at all times acting in an independent capacity from the other.

D. **INTERPRETATION:** The Parties hereto acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

E. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties hereto, respectively, under this Agreement.

F. **GOVERNING LAW; VENUE:** Venue for any action arising out of or related to this Agreement shall only be in Tulare County, California. The rights and obligations of the Parties hereto and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

G. **AUDITS AND INSPECTIONS:** TCRTA shall at any time during business hours, and as often as the City may deem necessary, make available to the City for examination all of TCRTA's records and data with respect to the matters covered by this Agreement. TCRTA shall, upon request by the City, permit such Party's representatives to audit and inspect all of such records and data necessary to ensure TCRTA's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), TCRTA shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

H. **NOTICES:** The identity and addresses of the persons authorized to give and receive notices under this Agreement include the following:

CITY

City Manager  
City of Porterville  
291 North Main Street  
Porterville, CA 93257  
(559) 782-7499

TCRTA

Executive Director  
Tulare County Regional Transit Agency  
210 N. Church St., Suite B,  
Visalia, CA 93291  
(559) 623-0450

Any and all notices between the Parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, or as of one business day after receipt by email.

I. **NON-ASSIGNMENT:** It is understood that TCRTA shall not assign, subcontract, or transfer any of TCRTA's rights, duties, or obligations under this Agreement, without the prior express, written consent of the City. Such consent and approval may be given only by the Porterville City Council.

J. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and TCRTA, any right, remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, and all terms, covenants, promises and agreements in this Agreement made by and on behalf of TCRTA shall be for the sole and

exclusive benefit of the City.

K. **INDEMNIFICATION:** TCRTA agrees to indemnify, save, hold harmless, and at the City's request, defend the City and its officers, agents, and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the City as a direct result of willful misconduct by TCRTA, its officers, agents, or employees in performance of this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged as a direct result of the willful misconduct of TCRTA, its officers, agents, or employees in performance of this Agreement.

It is further provided that TCRTA's obligations under the provisions of this Section IV.K. shall survive the termination or expiration of this Agreement.

L. **AMENDMENTS:** Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by duly authorized representatives of each of the Parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except by such a written instrument approved by each of the Parties hereto in the manner provided herein.

M. **WAIVER:** The waiver, if any, by the City of any breach or violation of any provision of this Agreement by TCRTA shall not be deemed to be a waiver by the City of any breach or violation by TCRTA of any other provision, nor of any subsequent breach or violation by TCRTA of the same or any other provision. The City's acceptance of any partial payment by TCRTA of any repayment obligation arising hereunder, including but not limited to a payment of only the principal amount due and payable, shall not be deemed a waiver by the City of the right to full repayment by TCRTA of the remaining amount due and payable by TCRTA to the City pursuant to the terms hereof, including but not limited to accrued interest on the unpaid balance advanced by the City to TCRTA.

N. **LIMITATION ON LIABILITY OF TCRTA OFFICERS AND EMPLOYEES:** No officer or employee of TCRTA shall be individually or personally liable for the repayment of the interest on or principal with respect to any advance made hereunder by the City, but nothing herein contained shall relieve any officer or employee of TCRTA from the performance of any official duty necessary to cause TCRTA to repay such amounts to the City.

O. **COUNTERPARTS:** This Agreement may be executed in one or more original counterparts, all of which together constitute one and the same agreement.

P. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between TCRTA and the City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT FOR CASH ADVANCES AND REPAYMENT as of the date and year first written above.

**CITY OF PORTERVILLE**

By: \_\_\_\_\_  
City Manager, City of Porterville

Date: \_\_\_\_\_, 2022

ATTEST: Patrice Hildreth  
Chief Deputy City Clerk  
of the City of Porterville

By: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY ATTORNEY

By \_\_\_\_\_

**TULARE COUNTY REGIONAL TRANSIT AGENCY**

By \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_, 2022

APPROVED AS TO FORM  
COUNSEL FOR TULARE COUNTY REGIONAL TRANSIT AGENCY

By Jeffrey L. Kuhn

1856686

## **AGREEMENT FOR CASH ADVANCES AND REPAYMENT**

This Agreement for Cash Advances and Repayment ("Agreement") is made and entered into by and between the County of Tulare, a political subdivision of the State of California ("the County") and the Tulare County Regional Transit Agency ("TCRTA") a joint powers agency. The County and TCRTA each are a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

WHEREAS, the County is a member of TCRTA, a joint powers agency created by the County and its other members (collectively, "Member Agencies") pursuant to Title 1, Division 7, Chapter 5, Article 1 (beginning with section 6500) of the California Government Code (the "Joint Powers Law") under that certain "Tulare County Regional Transit Agency Joint Powers Agreement" dated August 11, 2020 (the "Joint Powers Agreement"); and

WHEREAS, under the Joint Powers Agreement, TCRTA owns, operates, and administers a public transportation system within the jurisdictions of the Member Agencies; and

WHEREAS, the County and the other Member Agencies, under Government Code section 6504, subdivision (c), have the authority to provide advances of public funds to TCRTA for the purposes set forth in the Joint Powers Agreement; and,

WHEREAS, Section 4 of the Joint Powers Agreement provides that TCRTA shall have all powers necessary to carry out the purpose of the Joint Powers Agreement, including incurring debts, liabilities and obligations, and all other powers that are necessary for TCRTA to provide public transportation services; and

WHEREAS, Section 4, subdivision (j) of the Joint Powers Agreement provides that TCRTA shall have the power to apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance; and,

WHEREAS, TCRTA has requested that the County make available for advance up to \$1,500,000, as needed by TCRTA to temporarily assist TCRTA in managing its cash flow needs; and

WHEREAS, the use of a short-term cash advance and repayment is the most cost-effective method to ensure that TCRTA has sufficient cash to pay its costs for the purposes of TCRTA Joint Powers Agreement; and

WHEREAS, by its adoption on \_\_\_\_\_, 2022 of Resolution No. \_\_\_\_\_, the Board of Supervisors of the County of Tulare has approved the making of a cash advance or advances up to the maximum amount of \$1,500,000, by the County to TCRTA, and, as requested by such Resolution, to be repaid in full by TCRTA, plus accrued interest thereon at the annualized treasury pool rates, at the earlier of: (a) when there is sufficient cash balance in TCRTA's accounts to cover regular TCRTA cash flow needs, as determined by TCRTA's Executive Director; or (b) December 31, 2027, and

as more thoroughly specified herein in Article III , below; and

WHEREAS, the County is informed that TCRTA has requested that the four other largest Member Agencies each authorize cash advances to TCRTA, up to the maximum amounts set forth below, which amounts represent shares proportionate to each Member Agency's share of TCRTA's annual budget, and that each of those Member Agencies has or will authorize cash advances pursuant to separate agreements between each of those Member Agencies and TCRTA:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

NOW THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the Parties hereto agree as follows.

#### ARTICLE I DEFINITIONS

For purposes of this Agreement, the following words or phrases shall be deemed to have the following meanings:

- A. "TCRTA Executive Director" has the same meaning as the term "Executive Director" in TCRTA Joint Powers Agreement.
- B. "Tulare County Administrative Officer" acts as the chief financial officer for the County in this Agreement. All actions required to be completed by the County Administrative Officer may also be completed by his/her designee.
- C. "Annualized Treasury Pool Rate" means the annualized rate of return for the Tulare County Treasury Pool.

#### ARTICLE II PURPOSES OF THIS AGREEMENT

A. This Agreement is made in furtherance of the determination by TCRTA Board to request that its five largest member Agencies each make available up to the maximum amounts set forth below to temporarily assist TCRTA in managing its cash flow:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
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City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%



To that end, the purpose of this Agreement is to provide the terms and conditions pursuant to which the County and TCRTA will implement TCRTA's use of the County's advance and the repayment transaction. Separate agreements between each of the other four largest Member Agencies and TCRTA shall provide the terms and conditions pursuant to which the other four largest Member Agencies and TCRTA will implement TCRTA's use of those agencies' advances and the repayment transactions.

B. The legal authority for this Agreement is provided by Government Code Section 6504, subdivision (c), which authorizes the County to provide advances of public funds to TCRTA for the purposes set forth in the TCRTA Joint Powers Agreement.

### ARTICLE III ADVANCE AND REPAYMENT

A. The County has made or will make available up to \$1,500,000 to TCRTA under the terms and conditions of this Agreement.

B. TCRTA Executive Director shall diligently monitor TCRTA's cash flow, including but not limited to, keeping daily records of such fund balance information. Such information shall be available, upon request, to the Tulare County Administrative Officer.

C. The Parties hereto desire for TCRTA Executive Director to have the flexibility to match TCRTA's need for funds to the amount of the request for such funds, up to the maximum amount of the available funds under this Agreement. To that end, from time to time as the need arises from the effective date of this Agreement up to and including December 31, 2022, TCRTA Executive Director may make a written request to the Tulare County Administrative Officer for a cash advance to TCRTA up to the maximum amount of the funds made available by the County under this Agreement. Such written request made on behalf of TCRTA may be transmitted by email to the Tulare County Administrative Officer.

D. The Tulare County Administrative Officer shall have the right to request information from TCRTA Executive Director with respect to TCRTA's need for the requested advance of funds and shall promptly either approve or disapprove TCRTA's request for an advance of funds up to the maximum amount of the County's available funds under this Agreement. Such approval or disapproval made by the Tulare County Administrative Officer may be transmitted by email to TCRTA Executive Director. If the Tulare County Administrative Officer informs TCRTA Executive Director of the County's approval of the requested advance, then the County shall make available to TCRTA 100 percent of the requested advance, up to the maximum amount of the County's available funds under this Agreement.

E. The County will electronically transfer its cash advance(s), upon written request of TCRTA Executive Director, to a TCRTA fund for the purposes of this Agreement.

F. TCRTA shall repay in full to the County the amount or amounts advanced by the County to TCRTA under this Agreement, plus accrued interest at the Annualized Treasury Pool Rate, on the unpaid balance advanced by the County to TCRTA, until all such amounts are fully paid by TCRTA to the County, which shall in any event be at the earlier of:

1. When there is sufficient cash balance in TCRTA's fund to cover regular TCRTA cash flow needs, as determined by TCRTA Executive Director; or
2. December 31, 2027.

Interest on the unpaid balance will be calculated and invoiced at the end of every fiscal year based upon the Annualized Treasury Pool Rate for that fiscal year and prorated as necessary.

To the extent any other Member Agency advances funds to TCRTA under a separate agreement, then the County and all other Member Agencies advancing funds shall be repaid simultaneously based on the principal amount advanced by each of them to TCRTA.

To avoid unnecessary amounts advanced by the County, TCRTA may repay a portion of any advance, subject to the terms and conditions of this Agreement, without affecting the TCRTA's right to request an advance under this Agreement, provided that such repayment complies with the foregoing provisions of this Section III.F.

G. The principal amount of funds repaid by TCRTA to the County under the preceding Section III.F shall be available to TCRTA, up to the maximum amount of the County's available funds under this Agreement, for an additional request or requests up to December 31, 2022, to be repaid according to the terms provided in this Agreement.

H. In addition to any other bank records to be kept and provided to the County under this Agreement, TCRTA Executive Director will prepare and provide quarterly financial reports, including cash flow projections, of TCRTA to the Tulare County Administrative Officer not later than thirty (30) days following the relevant quarter.

#### ARTICLE IV GENERAL PROVISIONS

A. TERM: This Agreement is effective \_\_\_\_\_, and this Agreement shall continue in full force and effect through and including December 31, 2027; provided, that TCRTA's obligation to repay all advances, plus accrued interest on the unpaid balance advanced by the County to TCRTA, until all such amounts are fully repaid by TCRTA, and to perform any other obligations of TCRTA under this Agreement, shall survive the termination of this Agreement.

#### B. DEFAULT AND MATERIAL BREACH:

1. Default. The failure by TCRTA to timely meet its obligation under Article III, Section F, to repay in full, any and all advances made by the County to TCRTA hereunder, plus accrued interest on the unpaid balance advanced by the County to TCRTA until all such amounts are fully repaid by TCRTA, or to perform any other obligation hereunder, shall constitute a default under this Agreement by TCRTA.
2. Material Breach. In the event of a default by TCRTA, as provided in the preceding Paragraph IV.B.1, the County may, at the County's election, immediately declare that TCRTA is in material breach of this Agreement, and provide to TCRTA written notice of SVJIA's material breach of this Agreement; such written notice shall provide for a reasonable period not to exceed 30 days

in which TCRTA may cure the breach; and if TCRTA fails to cure the breach within the reasonable period not to exceed 30 days as stated in the notice, all amounts due and owing to the County pursuant to the terms of this Agreement, shall become immediately due and payable in full, plus accrued interest on the unpaid balance advanced by the County to TCRTA until all such amounts are fully repaid by TCRTA, and the County may exercise its rights and remedies under this Agreement, and as they may otherwise be available in law or equity.

C. INDEPENDENT RELATIONSHIP: Nothing contained in this Agreement shall create or be deemed to create any relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between any one or more of the Parties to this Agreement. The relationship between the Parties hereto is that of independent contractors, with each Party at all times acting in an independent capacity from the other.

D. INTERPRETATION: The Parties hereto acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

E. TIME OF ESSENCE: Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties hereto, respectively, under this Agreement.

F. GOVERNING LAW; VENUE: Venue for any action arising out of or related to this Agreement shall only be in Tulare County, California. The rights and obligations of the Parties hereto and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

G. AUDITS AND INSPECTIONS: TCRTA shall at any time during business hours, and as often as the County may deem necessary, make available to the County for examination all of TCRTA's records and data with respect to the matters covered by this Agreement. TCRTA shall, upon request by the County, permit such Party's representatives to audit and inspect all of such records and data necessary to ensure TCRTA's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), TCRTA shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

H. NOTICES: The identity and addresses of the persons authorized to give and receive notices under this Agreement include the following:

TULARE

County Administrative Officer  
County Administrative Office  
Administration Building  
2800 W. Burrell Ave.  
Visalia, CA 93291  
(559) 636-5005

TCRTA

Executive Director TCRTA  
210 N. Church Street Suite B  
Visalia, CA 93291  
(559) 623-0450

Any and all notices between the Parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, or as of one business day after receipt by email.

I. NON-ASSIGNMENT: It is understood that TCRTA shall not assign, subcontract, or transfer any of TCRTA's rights, duties, or obligations under this Agreement, without the prior express, written consent of the County. Such consent and approval may be given only by the Tulare County Board of Supervisors.

J. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the County and TCRTA, any right, remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, and all terms, covenants, promises and agreements in this Agreement made by and on behalf of TCRTA shall be for the sole and exclusive benefit of the County.

K. INDEMNIFICATION: TCRTA agrees to indemnify, save, hold harmless, and at the County's request, defend the County and its officers, agents, and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the County as a direct result of willful misconduct by TCRTA, its officers, agents, or employees in performance of this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged as a direct result of the willful misconduct of TCRTA, its officers, agents, or employees in performance of this Agreement.

It is further provided that TCRTA's obligations under the provisions of this Section IV.K. shall survive the termination or expiration of this Agreement.

L. AMENDMENTS: Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by duly authorized representatives of each of the Parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except by such a written instrument approved by each of the Parties hereto in the manner provided herein.

M. WAIVER: The waiver, if any, by the County of any breach of violation of any provision of this Agreement by TCRTA shall not be deemed to be a waiver by the County of any breach or violation by TCRTA of any other provision, nor of any subsequent breach or violation by TCRTA of the same or any other provision. The County's acceptance of any partial payment by TCRTA of any repayment obligation arising hereunder, including but not limited to a payment of only the principal amount due and payable, shall not be deemed a waiver by the County of the right to full repayment by TCRTA of the remaining amount due and payable by TCRTA to the County pursuant to the terms hereof, including but not limited to accrued interest on the unpaid balance advanced by the County to TCRTA.

N. LIMITATION ON LIABILITY OF TCRTA OFFICERS AND EMPLOYEES: No officer or employee of TCRTA shall be individually or personally liable for the repayment of the interest on or principal with respect to any advance made hereunder by the County, but

nothing herein contained shall relieve any officer or employee of TCRTA from the performance of any official duty necessary to cause TCRTA to repay such amounts to the County.

O. COUNTERPARTS: This Agreement may be executed in one or more original counterparts, all of which together constitute one and the same agreement.

P. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between TCRTA and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT FOR CASH ADVANCES AND REPAYMENT as of the date and year first written above.

**COUNTY OF TULARE**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Edwardo Valero, Chair  
Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of  
the Board of Supervisors of the  
County of Tulare

By \_\_\_\_\_ Deputy Clerk

Approved as to Form  
County Counsel

By Allison K. Pierce 9/22/22 Deputy (20221053)

**TULARE COUNTY REGIONAL TRANSIT  
AGENCY**

Date: \_\_\_\_\_

By \_\_\_\_\_  
Executive Director

Approved as to Form  
Counsel for  
Tulare County Regional Transit Agency

By \_\_\_\_\_

## **AGREEMENT FOR CASH ADVANCES AND REPAYMENT**

---

**THIS AGREEMENT** for Cash Advances and Repayment ("Agreement") is made and entered into by and between the **City of Tulare**, a municipal corporation of the State of California (the "City") and the **Tulare County Regional Transit Agency** ("TCRTA") a joint powers agency. The City and TCRTA each are a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

**WHEREAS**, the City is a member of TCRTA, a joint powers agency created by the City and its other members (collectively, "Member Agencies") pursuant to Title 1, Division 7, Chapter 5, Article 1 (beginning with section 6500) of the California Government Code (the "Joint Powers Law") under that certain "Tulare County Regional Transit Agency Joint Powers Agreement" dated August 11, 2020 (the "Joint Powers Agreement"); and

**WHEREAS**, under the Joint Powers Agreement, TCRTA owns, operates, and administers a public transportation system within the jurisdictions of the Member Agencies; and

**WHEREAS**, the City and the other Member Agencies, under Government Code section 6504, subdivision (c), have the authority to provide advances of public funds to TCRTA for the purposes set forth in the Joint Powers Agreement; and,

**WHEREAS**, Section 4 of the Joint Powers Agreement provides that TCRTA shall have all powers necessary to carry out the purpose of the Joint Powers Agreement, including incurring debts, liabilities and obligations, and all other powers that are necessary for TCRTA to provide public transportation services; and

**WHEREAS**, Section 4, subdivision (j) of the Joint Powers Agreement provides that TCRTA shall have the power to apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance; and,

**WHEREAS**, TCRTA has requested that the City make available for advance up to \$1,500,000, as needed by TCRTA to temporarily assist TCRTA in managing its cash flow needs; and

**WHEREAS**, the use of a short-term cash advance and repayment is the most cost-effective method to ensure that TCRTA has sufficient cash to pay its costs for the purposes of TCRTA Joint Powers Agreement; and

**WHEREAS**, by its adoption on \_\_\_\_\_, 2022 of Resolution No. \_\_\_\_\_, the City Council of the City has approved the making of a cash advance or advances up to the maximum amount of \$1,500,000, by the City to TCRTA, and, as requested by such Resolution, to be repaid in full by TCRTA, plus accrued interest thereon at the Annualized Rates, at the earlier of: (a) when there is sufficient cash balance in TCRTA's accounts to cover regular TCRTA cash flow needs, as determined by TCRTA's Executive Director; or (b) December 31, 2027, and as more thoroughly specified herein in Article III, below; and

**WHEREAS**, the City is informed that TCRTA has requested that the four other largest Member Agencies each authorize cash advances to TCRTA, up to the maximum amounts set forth below, which amounts represent shares proportionate to each Member Agency's share of

TCRTA's annual budget, and that each of those Member Agencies has or will authorize cash advances pursuant to separate agreements between each of those Member Agencies and TCRTA:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

**NOW THEREFORE**, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the Parties hereto agree as follows.

## **ARTICLE I DEFINITIONS**

For purposes of this Agreement, the following words or phrases shall be deemed to have the following meanings:

- A. "TCRTA Executive Director" has the same meaning as the term "Executive Director" in TCRTA Joint Powers Agreement.
- B. "City Manager" acts as the chief financial officer for the City in this Agreement. All actions required to be completed by the City Manager may also be completed by his/her designee.
- C. "Annualized Rate" means the annualized rate of return for surplus funds invested by City.

## **ARTICLE II PURPOSES OF THIS AGREEMENT**

- A. This Agreement is made in furtherance of the determination by TCRTA Board to request that its five largest member Agencies each make available up to the maximum amounts set forth below to temporarily assist TCRTA in managing its cash flow:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

To that end, the purpose of this Agreement is to provide the terms and conditions pursuant to which the City and TCRTA will implement TCRTA's use of the City's advance and the repayment transaction. Separate agreements between each of the other four largest Member Agencies and TCRTA shall provide the terms and conditions pursuant to which the other four largest Member Agencies and TCRTA will implement TCRTA's use of those agencies' advances

and the repayment transactions.

B. The legal authority for this Agreement is provided by Government Code Section 6504, subdivision (c), which authorizes the City to provide advances of public funds to TCRTA for the purposes set forth in the TCRTA Joint Powers Agreement.

### **ARTICLE III ADVANCE AND REPAYMENT**

A. The City has made or will make available up to \$1,500,000 to TCRTA under the terms and conditions of this Agreement.

B. TCRTA Executive Director shall diligently monitor TCRTA's cash flow, including but not limited to, keeping daily records of such fund balance information. Such information shall be available, upon request, to the City Manager.

C. The Parties hereto desire for TCRTA Executive Director to have the flexibility to match TCRTA's need for funds to the amount of the request for such funds, up to the maximum amount of the available funds under this Agreement. To that end, from time to time as the need arises from the effective date of this Agreement up to and including December 31, 2022, TCRTA Executive Director may make a written request to the City Manager for a cash advance to TCRTA up to the maximum amount of the funds made available by the City under this Agreement. Such written request made on behalf of TCRTA may be transmitted by email to the City Manager.

D. The City Manager shall have the right to request information from TCRTA Executive Director with respect to TCRTA's need for the requested advance of funds and shall promptly either approve or disapprove TCRTA's request for an advance of funds up to the maximum amount of the City's available funds under this Agreement. Such approval or disapproval made by the City Manager may be transmitted by email to TCRTA Executive Director. If the City Manager informs TCRTA Executive Director of the City's approval of the requested advance, then the City shall make available to TCRTA 100 percent of the requested advance, up to the maximum amount of the City's available funds under this Agreement.

E. The City will electronically transfer its cash advance(s), upon written request of TCRTA Executive Director, to a TCRTA fund for the purposes of this Agreement.

F. TCRTA shall repay in full to the City the amount or amounts advanced by the City to TCRTA under this Agreement, plus accrued interest at the Annualized Rate, on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully paid by TCRTA to the City, which shall in any event be at the earlier of:

1. When there is sufficient cash balance in TCRTA's fund to cover regular TCRTA cash flow needs, as determined by TCRTA Executive Director; or

2. December 31, 2027.

Interest on the unpaid balance will be calculated and invoiced at the end of every fiscal year based upon the Annualized Rate for that fiscal year and prorated as necessary.

To the extent any other Member Agency advances funds to TCRTA under a separate agreement, then the City and all other Member Agencies advancing funds shall be repaid



simultaneously based on the principal amount advanced by each of them to TCRTA.

To avoid unnecessary amounts advanced by the City, TCRTA may repay a portion of any advance, subject to the terms and conditions of this Agreement, without affecting the TCRTA's right to request an advance under this Agreement, provided that such repayment complies with the foregoing provisions of this Section III.F.

G. The principal amount of funds repaid by TCRTA to the City under the preceding Section III.F shall be available to TCRTA, up to the maximum amount of the City's available funds under this Agreement, for an additional request or requests up to December 31, 2022, to be repaid according to the terms provided in this Agreement.

H. In addition to any other bank records to be kept and provided to the City under this Agreement, TCRTA Executive Director will prepare and provide quarterly financial reports, including cash flow projections, of TCRTA to the City Manager not later than thirty (30) days following the relevant quarter.

#### **ARTICLE IV GENERAL PROVISIONS**

A. **TERM:** This Agreement is effective \_\_\_\_\_, and this Agreement shall continue in full force and effect through and including December 31, 2027; provided, that TCRTA's obligation to repay all advances, plus accrued interest on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully repaid by TCRTA, and to perform any other obligations of TCRTA under this Agreement, shall survive the termination of this Agreement.

#### **B. DEFAULT AND MATERIAL BREACH:**

1. Default. The failure by TCRTA to timely meet its obligation under Article III, Section F, to repay in full, any and all advances made by the City to TCRTA hereunder, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, or to perform any other obligation hereunder, shall constitute a default under this Agreement by TCRTA.

2. Material Breach. In the event of a default by TCRTA, as provided in the preceding Paragraph IV.B.1, the City may, at the City's election, immediately declare that TCRTA is in material breach of this Agreement, and provide to TCRTA written notice of SVJIA's material breach of this Agreement; such written notice shall provide for a reasonable period not to exceed 30 days in which TCRTA may cure the breach; and if TCRTA fails to cure the breach within the reasonable period not to exceed 30 days as stated in the notice, all amounts due and owing to the City pursuant to the terms of this Agreement, shall become immediately due and payable in full, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, and the City may exercise its rights and remedies under this Agreement, and as they may otherwise be available in law or equity.

C. **INDEPENDENT RELATIONSHIP:** Nothing contained in this Agreement shall create or be deemed to create any relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between any one or more of the Parties to this Agreement. The relationship between the Parties hereto is that of independent contractors, with each Party at all times acting in an independent capacity from the other.

D. **INTERPRETATION:** The Parties hereto acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

E. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties hereto, respectively, under this Agreement.

F. **GOVERNING LAW; VENUE:** Venue for any action arising out of or related to this Agreement shall only be in Tulare County, California. The rights and obligations of the Parties hereto and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

G. **AUDITS AND INSPECTIONS:** TCRTA shall at any time during business hours, and as often as the City may deem necessary, make available to the City for examination all of TCRTA's records and data with respect to the matters covered by this Agreement. TCRTA shall, upon request by the City, permit such Party's representatives to audit and inspect all of such records and data necessary to ensure TCRTA's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), TCRTA shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

H. **NOTICES:** The identity and addresses of the persons authorized to give and receive notices under this Agreement include the following:

CITY

City Manager  
City of Tulare  
411 E. Kern Ave  
Tulare, CA 93274  
(559) 685-2300

TCRTA

Executive Director  
Tulare County Regional Transit Agency  
210 N. Church St., Suite B,  
Visalia, CA 93291  
(559) 623-0450

Any and all notices between the Parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, or as of one business day after receipt by email.

I. **NON-ASSIGNMENT:** It is understood that TCRTA shall not assign, subcontract, or transfer any of TCRTA's rights, duties, or obligations under this Agreement, without the prior express, written consent of the City. Such consent and approval may be given only by the Tulare City Council.

J. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and TCRTA, any right, remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, and all terms, covenants, promises and agreements in this Agreement made by and on behalf of TCRTA shall be for the sole and

exclusive benefit of the City.

K. **INDEMNIFICATION:** TCRTA agrees to indemnify, save, hold harmless, and at the City's request, defend the City and its officers, agents, and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the City as a direct result of willful misconduct by TCRTA, its officers, agents, or employees in performance of this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged as a direct result of the willful misconduct of TCRTA, its officers, agents, or employees in performance of this Agreement.

It is further provided that TCRTA's obligations under the provisions of this Section IV.K. shall survive the termination or expiration of this Agreement.

L. **AMENDMENTS:** Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by duly authorized representatives of each of the Parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except by such a written instrument approved by each of the Parties hereto in the manner provided herein.

M. **WAIVER:** The waiver, if any, by the City of any breach or violation of any provision of this Agreement by TCRTA shall not be deemed to be a waiver by the City of any breach or violation by TCRTA of any other provision, nor of any subsequent breach or violation by TCRTA of the same or any other provision. The City's acceptance of any partial payment by TCRTA of any repayment obligation arising hereunder, including but not limited to a payment of only the principal amount due and payable, shall not be deemed a waiver by the City of the right to full repayment by TCRTA of the remaining amount due and payable by TCRTA to the City pursuant to the terms hereof, including but not limited to accrued interest on the unpaid balance advanced by the City to TCRTA.

N. **LIMITATION ON LIABILITY OF TCRTA OFFICERS AND EMPLOYEES:** No officer or employee of TCRTA shall be individually or personally liable for the repayment of the interest on or principal with respect to any advance made hereunder by the City, but nothing herein contained shall relieve any officer or employee of TCRTA from the performance of any official duty necessary to cause TCRTA to repay such amounts to the City.

O. **COUNTERPARTS:** This Agreement may be executed in one or more original counterparts, all of which together constitute one and the same agreement.

P. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between TCRTA and the City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT FOR CASH ADVANCES AND REPAYMENT as of the date and year first written above.

**CITY OF TULARE**

By: \_\_\_\_\_  
President of the Council and Ex-Officio  
Mayor of the City of Tulare

Date: \_\_\_\_\_, 2022

ATTEST:  
MARC MONDELL, CITY CLERK

By: \_\_\_\_\_  
Chief Deputy City Clerk and Clerk of the  
Council of the City of Tulare

APPROVED AS TO FORM:  
CITY ATTORNEY

By \_\_\_\_\_

**TULARE COUNTY REGIONAL TRANSIT AGENCY**

By \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_, 2022

APPROVED AS TO FORM  
COUNSEL FOR TULARE COUNTY REGIONAL TRANSIT AGENCY

By Jeffrey L. Kuhn \_\_\_\_\_

1856685

## **AGREEMENT FOR CASH ADVANCES AND REPAYMENT**

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**THIS AGREEMENT** for Cash Advances and Repayment ("Agreement") is made and entered into by and between the **City of Dinuba**, a municipal corporation of the State of California (the "City") and the **Tulare County Regional Transit Agency** ("TCRTA") a joint powers agency. The City and TCRTA each are a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

**WHEREAS**, the City is a member of TCRTA, a joint powers agency created by the City and its other members (collectively, "Member Agencies") pursuant to Title 1, Division 7, Chapter 5, Article 1 (beginning with section 6500) of the California Government Code (the "Joint Powers Law") under that certain "Tulare County Regional Transit Agency Joint Powers Agreement" dated August 11, 2020 (the "Joint Powers Agreement"); and

**WHEREAS**, under the Joint Powers Agreement, TCRTA owns, operates, and administers a public transportation system within the jurisdictions of the Member Agencies; and

**WHEREAS**, the City and the other Member Agencies, under Government Code section 6504, subdivision (c), have the authority to provide advances of public funds to TCRTA for the purposes set forth in the Joint Powers Agreement; and,

**WHEREAS**, Section 4 of the Joint Powers Agreement provides that TCRTA shall have all powers necessary to carry out the purpose of the Joint Powers Agreement, including incurring debts, liabilities and obligations, and all other powers that are necessary for TCRTA to provide public transportation services; and

**WHEREAS**, Section 4, subdivision (j) of the Joint Powers Agreement provides that TCRTA shall have the power to apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance; and,

**WHEREAS**, TCRTA has requested that the City make available for advance up to \$350,000, as needed by TCRTA to temporarily assist TCRTA in managing its cash flow needs; and

**WHEREAS**, the use of a short-term cash advance and repayment is the most cost-effective method to ensure that TCRTA has sufficient cash to pay its costs for the purposes of TCRTA Joint Powers Agreement; and

**WHEREAS**, by its adoption on \_\_\_\_\_, 2022 of Resolution No. \_\_\_\_\_, the City Council of the City has approved the making of a cash advance or advances up to the maximum amount of \$350,000, by the City to TCRTA, and, as requested by such Resolution, to be repaid in full by TCRTA, plus accrued interest thereon at the Annualized Rates, at the earlier of: (a) when there is sufficient cash balance in TCRTA's accounts to cover regular TCRTA cash flow needs, as determined by TCRTA's Executive Director; or (b) December 31, 2027, and as more thoroughly specified herein in Article III, below; and

**WHEREAS**, the City is informed that TCRTA has requested that the four other largest Member Agencies each authorize cash advances to TCRTA, up to the maximum amounts set forth below, which amounts represent shares proportionate to each Member Agency's share of

TCRTA's annual budget, and that each of those Member Agencies has or will authorize cash advances pursuant to separate agreements between each of those Member Agencies and TCRTA:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

**NOW THEREFORE**, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the Parties hereto agree as follows.

## **ARTICLE I DEFINITIONS**

For purposes of this Agreement, the following words or phrases shall be deemed to have the following meanings:

- A. "TCRTA Executive Director" has the same meaning as the term "Executive Director" in TCRTA Joint Powers Agreement.
- B. "City Manager" acts as the chief financial officer for the City in this Agreement. All actions required to be completed by the City Manager may also be completed by his/her designee.
- C. "Annualized Rate" means the annualized rate of return for surplus funds invested by City.

## **ARTICLE II PURPOSES OF THIS AGREEMENT**

- A. This Agreement is made in furtherance of the determination by TCRTA Board to request that its five largest member Agencies each make available up to the maximum amounts set forth below to temporarily assist TCRTA in managing its cash flow:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$ 350,000	7%
City of Woodlake	\$ 50,000	1%

To that end, the purpose of this Agreement is to provide the terms and conditions pursuant to which the City and TCRTA will implement TCRTA's use of the City's advance and the repayment transaction. Separate agreements between each of the other four largest Member Agencies and TCRTA shall provide the terms and conditions pursuant to which the other four largest Member Agencies and TCRTA will implement TCRTA's use of those agencies' advances

and the repayment transactions.

B. The legal authority for this Agreement is provided by Government Code Section 6504, subdivision (c), which authorizes the City to provide advances of public funds to TCRTA for the purposes set forth in the TCRTA Joint Powers Agreement.

### **ARTICLE III ADVANCE AND REPAYMENT**

A. The City has made or will make available up to \$350,000 to TCRTA under the terms and conditions of this Agreement.

B. TCRTA Executive Director shall diligently monitor TCRTA's cash flow, including but not limited to, keeping daily records of such fund balance information. Such information shall be available, upon request, to the City Manager.

C. The Parties hereto desire for TCRTA Executive Director to have the flexibility to match TCRTA's need for funds to the amount of the request for such funds, up to the maximum amount of the available funds under this Agreement. To that end, from time to time as the need arises from the effective date of this Agreement up to and including December 31, 2022, TCRTA Executive Director may make a written request to the City Manager for a cash advance to TCRTA up to the maximum amount of the funds made available by the City under this Agreement. Such written request made on behalf of TCRTA may be transmitted by email to the City Manager.

D. The City Manager shall have the right to request information from TCRTA Executive Director with respect to TCRTA's need for the requested advance of funds and shall promptly either approve or disapprove TCRTA's request for an advance of funds up to the maximum amount of the City's available funds under this Agreement. Such approval or disapproval made by the City Manager may be transmitted by email to TCRTA Executive Director. If the City Manager informs TCRTA Executive Director of the City's approval of the requested advance, then the City shall make available to TCRTA 100 percent of the requested advance, up to the maximum amount of the City's available funds under this Agreement.

E. The City will electronically transfer its cash advance(s), upon written request of TCRTA Executive Director, to a TCRTA fund for the purposes of this Agreement.

F. TCRTA shall repay in full to the City the amount or amounts advanced by the City to TCRTA under this Agreement, plus accrued interest at the Annualized Rate, on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully paid by TCRTA to the City, which shall in any event be at the earlier of:

1. When there is sufficient cash balance in TCRTA's fund to cover regular TCRTA cash flow needs, as determined by TCRTA Executive Director; or
2. December 31, 2027.

Interest on the unpaid balance will be calculated and invoiced at the end of every fiscal year based upon the Annualized Rate for that fiscal year and prorated as necessary.

To the extent any other Member Agency advances funds to TCRTA under a separate agreement, then the City and all other Member Agencies advancing funds shall be repaid

simultaneously based on the principal amount advanced by each of them to TCRTA.

To avoid unnecessary amounts advanced by the City, TCRTA may repay a portion of any advance, subject to the terms and conditions of this Agreement, without affecting the TCRTA's right to request an advance under this Agreement, provided that such repayment complies with the foregoing provisions of this Section III.F.

G. The principal amount of funds repaid by TCRTA to the City under the preceding Section III.F shall be available to TCRTA, up to the maximum amount of the City's available funds under this Agreement, for an additional request or requests up to December 31, 2022, to be repaid according to the terms provided in this Agreement.

H. In addition to any other bank records to be kept and provided to the City under this Agreement, TCRTA Executive Director will prepare and provide quarterly financial reports, including cash flow projections, of TCRTA to the City Manager not later than thirty (30) days following the relevant quarter.

#### **ARTICLE IV GENERAL PROVISIONS**

A. **TERM:** This Agreement is effective \_\_\_\_\_, and this Agreement shall continue in full force and effect through and including December 31, 2027; provided, that TCRTA's obligation to repay all advances, plus accrued interest on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully repaid by TCRTA, and to perform any other obligations of TCRTA under this Agreement, shall survive the termination of this Agreement.

#### **B. DEFAULT AND MATERIAL BREACH:**

1. Default. The failure by TCRTA to timely meet its obligation under Article III, Section F, to repay in full, any and all advances made by the City to TCRTA hereunder, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, or to perform any other obligation hereunder, shall constitute a default under this Agreement by TCRTA.

2. Material Breach. In the event of a default by TCRTA, as provided in the preceding Paragraph IV.B.1, the City may, at the City's election, immediately declare that TCRTA is in material breach of this Agreement, and provide to TCRTA written notice of SVJIA's material breach of this Agreement; such written notice shall provide for a reasonable period not to exceed 30 days in which TCRTA may cure the breach; and if TCRTA fails to cure the breach within the reasonable period not to exceed 30 days as stated in the notice, all amounts due and owing to the City pursuant to the terms of this Agreement, shall become immediately due and payable in full, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, and the City may exercise its rights and remedies under this Agreement, and as they may otherwise be available in law or equity.

C. **INDEPENDENT RELATIONSHIP:** Nothing contained in this Agreement shall create or be deemed to create any relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between any one or more of the Parties to this Agreement. The relationship between the Parties hereto is that of independent contractors, with each Party at all times acting in an independent capacity from the other.



D. **INTERPRETATION:** The Parties hereto acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

E. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties hereto, respectively, under this Agreement.

F. **GOVERNING LAW; VENUE:** Venue for any action arising out of or related to this Agreement shall only be in Tulare County, California. The rights and obligations of the Parties hereto and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

G. **AUDITS AND INSPECTIONS:** TCRTA shall at any time during business hours, and as often as the City may deem necessary, make available to the City for examination all of TCRTA's records and data with respect to the matters covered by this Agreement. TCRTA shall, upon request by the City, permit such Party's representatives to audit and inspect all of such records and data necessary to ensure TCRTA's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), TCRTA shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

H. **NOTICES:** The identity and addresses of the persons authorized to give and receive notices under this Agreement include the following:

CITY

City Manager  
City of Dinuba  
405 E. El Monte Way  
Dinuba, CA 93618  
(559) 591-5900

TCRTA

Executive Director  
Tulare County Regional Transit Agency  
210 N. Church St., Suite B,  
Visalia, CA 93291  
(559) 623-0450

Any and all notices between the Parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, or as of one business day after receipt by email.

I. **NON-ASSIGNMENT:** It is understood that TCRTA shall not assign, subcontract, or transfer any of TCRTA's rights, duties, or obligations under this Agreement, without the prior express, written consent of the City. Such consent and approval may be given only by the Dinuba City Council.

J. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and TCRTA, any right, remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, and all terms, covenants, promises and agreements in this Agreement made by and on behalf of TCRTA shall be for the sole and

exclusive benefit of the City.

K. **INDEMNIFICATION:** TCRTA agrees to indemnify, save, hold harmless, and at the City's request, defend the City and its officers, agents, and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the City as a direct result of willful misconduct by TCRTA, its officers, agents, or employees in performance of this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged as a direct result of the willful misconduct of TCRTA, its officers, agents, or employees in performance of this Agreement.

It is further provided that TCRTA's obligations under the provisions of this Section IV.K. shall survive the termination or expiration of this Agreement.

L. **AMENDMENTS:** Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by duly authorized representatives of each of the Parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except by such a written instrument approved by each of the Parties hereto in the manner provided herein.

M. **WAIVER:** The waiver, if any, by the City of any breach or violation of any provision of this Agreement by TCRTA shall not be deemed to be a waiver by the City of any breach or violation by TCRTA of any other provision, nor of any subsequent breach or violation by TCRTA of the same or any other provision. The City's acceptance of any partial payment by TCRTA of any repayment obligation arising hereunder, including but not limited to a payment of only the principal amount due and payable, shall not be deemed a waiver by the City of the right to full repayment by TCRTA of the remaining amount due and payable by TCRTA to the City pursuant to the terms hereof, including but not limited to accrued interest on the unpaid balance advanced by the City to TCRTA.

N. **LIMITATION ON LIABILITY OF TCRTA OFFICERS AND EMPLOYEES:** No officer or employee of TCRTA shall be individually or personally liable for the repayment of the interest on or principal with respect to any advance made hereunder by the City, but nothing herein contained shall relieve any officer or employee of TCRTA from the performance of any official duty necessary to cause TCRTA to repay such amounts to the City.

O. **COUNTERPARTS:** This Agreement may be executed in one or more original counterparts, all of which together constitute one and the same agreement.

P. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between TCRTA and the City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT FOR CASH ADVANCES AND REPAYMENT as of the date and year first written above.

**CITY OF DINUBA**

By: \_\_\_\_\_  
City Manager, City of Dinuba

Date: \_\_\_\_\_, 2022

ATTEST: Linda Barkley  
City Clerk of the City of Dinuba

By: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY ATTORNEY

By \_\_\_\_\_

**TULARE COUNTY REGIONAL TRANSIT AGENCY**

By \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_, 2022

APPROVED AS TO FORM  
COUNSEL FOR TULARE COUNTY REGIONAL TRANSIT AGENCY

By Jeffrey L. Kuhn

1856687

## **AGREEMENT FOR CASH ADVANCES AND REPAYMENT**

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**THIS AGREEMENT** for Cash Advances and Repayment ("Agreement") is made and entered into by and between the **City of Woodlake**, a municipal corporation of the State of California (the "City") and the **Tulare County Regional Transit Agency** ("TCRTA") a joint powers agency. The City and TCRTA each are a "Party" to this Agreement and collectively are the "Parties" to this Agreement.

**WHEREAS**, the City is a member of TCRTA, a joint powers agency created by the City and its other members (collectively, "Member Agencies") pursuant to Title 1, Division 7, Chapter 5, Article 1 (beginning with section 6500) of the California Government Code (the "Joint Powers Law") under that certain "Tulare County Regional Transit Agency Joint Powers Agreement" dated August 11, 2020 (the "Joint Powers Agreement"); and

**WHEREAS**, under the Joint Powers Agreement, TCRTA owns, operates, and administers a public transportation system within the jurisdictions of the Member Agencies; and

**WHEREAS**, the City and the other Member Agencies, under Government Code section 6504, subdivision (c), have the authority to provide advances of public funds to TCRTA for the purposes set forth in the Joint Powers Agreement; and,

**WHEREAS**, Section 4 of the Joint Powers Agreement provides that TCRTA shall have all powers necessary to carry out the purpose of the Joint Powers Agreement, including incurring debts, liabilities and obligations, and all other powers that are necessary for TCRTA to provide public transportation services; and

**WHEREAS**, Section 4, subdivision (j) of the Joint Powers Agreement provides that TCRTA shall have the power to apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance; and,

**WHEREAS**, TCRTA has requested that the City make available for advance up to \$50,000, as needed by TCRTA to temporarily assist TCRTA in managing its cash flow needs; and

**WHEREAS**, the use of a short-term cash advance and repayment is the most cost-effective method to ensure that TCRTA has sufficient cash to pay its costs for the purposes of TCRTA Joint Powers Agreement; and

**WHEREAS**, by its adoption on \_\_\_\_\_, 2022 of Resolution No. \_\_\_\_\_, the City Council of the City has approved the making of a cash advance or advances up to the maximum amount of \$50,000, by the City to TCRTA, and, as requested by such Resolution, to be repaid in full by TCRTA, plus accrued interest thereon at the Annualized Rates, at the earlier of: (a) when there is sufficient cash balance in TCRTA's accounts to cover regular TCRTA cash flow needs, as determined by TCRTA's Executive Director; or (b) December 31, 2027, and as more thoroughly specified herein in Article III, below; and

**WHEREAS**, the City is informed that TCRTA has requested that the four other largest Member Agencies each authorize cash advances to TCRTA, up to the maximum amounts set forth below, which amounts represent shares proportionate to each Member Agency's share of TCRTA's annual budget, and that each of those Member Agencies has or will authorize cash

advances pursuant to separate agreements between each of those Member Agencies and TCRTA:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

**NOW THEREFORE**, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the Parties hereto agree as follows.

## **ARTICLE I DEFINITIONS**

For purposes of this Agreement, the following words or phrases shall be deemed to have the following meanings:

- A. "TCRTA Executive Director" has the same meaning as the term "Executive Director" in TCRTA Joint Powers Agreement.
- B. "City Manager" acts as the chief financial officer for the City in this Agreement. All actions required to be completed by the City Manager may also be completed by his/her designee.
- C. "Annualized Rate" means the annualized rate of return for surplus funds invested by City.

## **ARTICLE II PURPOSES OF THIS AGREEMENT**

- A. This Agreement is made in furtherance of the determination by TCRTA Board to request that its five largest member Agencies each make available up to the maximum amounts set forth below to temporarily assist TCRTA in managing its cash flow:

Member Agency	Requested Amount	% Share
City of Porterville	\$1,600,000	32%
County of Tulare	\$1,500,000	30%
City of Tulare	\$1,500,000	30%
City of Dinuba	\$350,000	7%
City of Woodlake	\$50,000	1%

To that end, the purpose of this Agreement is to provide the terms and conditions pursuant to which the City and TCRTA will implement TCRTA's use of the City's advance and the repayment transaction. Separate agreements between each of the other four largest Member Agencies and TCRTA shall provide the terms and conditions pursuant to which the other four largest Member Agencies and TCRTA will implement TCRTA's use of those agencies' advances and the repayment transactions.

B. The legal authority for this Agreement is provided by Government Code Section 6504, subdivision (c), which authorizes the City to provide advances of public funds to TCRTA for the purposes set forth in the TCRTA Joint Powers Agreement.

### **ARTICLE III ADVANCE AND REPAYMENT**

A. The City has made or will make available up to \$50,000 to TCRTA under the terms and conditions of this Agreement.

B. TCRTA Executive Director shall diligently monitor TCRTA's cash flow, including but not limited to, keeping daily records of such fund balance information. Such information shall be available, upon request, to the City Manager.

C. The Parties hereto desire for TCRTA Executive Director to have the flexibility to match TCRTA's need for funds to the amount of the request for such funds, up to the maximum amount of the available funds under this Agreement. To that end, from time to time as the need arises from the effective date of this Agreement up to and including December 31, 2022, TCRTA Executive Director may make a written request to the City Manager for a cash advance to TCRTA up to the maximum amount of the funds made available by the City under this Agreement. Such written request made on behalf of TCRTA may be transmitted by email to the City Manager.

D. The City Manager shall have the right to request information from TCRTA Executive Director with respect to TCRTA's need for the requested advance of funds and shall promptly either approve or disapprove TCRTA's request for an advance of funds up to the maximum amount of the City's available funds under this Agreement. Such approval or disapproval made by the City Manager may be transmitted by email to TCRTA Executive Director. If the City Manager informs TCRTA Executive Director of the City's approval of the requested advance, then the City shall make available to TCRTA 100 percent of the requested advance, up to the maximum amount of the City's available funds under this Agreement.

E. The City will electronically transfer its cash advance(s), upon written request of TCRTA Executive Director, to a TCRTA fund for the purposes of this Agreement.

F. TCRTA shall repay in full to the City the amount or amounts advanced by the City to TCRTA under this Agreement, plus accrued interest at the Annualized Rate, on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully paid by TCRTA to the City, which shall in any event be at the earlier of:

1. When there is sufficient cash balance in TCRTA's fund to cover regular TCRTA cash flow needs, as determined by TCRTA Executive Director; or
2. December 31, 2027.

Interest on the unpaid balance will be calculated and invoiced at the end of every fiscal year based upon the Annualized Rate for that fiscal year and prorated as necessary.

To the extent any other Member Agency advances funds to TCRTA under a separate agreement, then the City and all other Member Agencies advancing funds shall be repaid simultaneously based on the principal amount advanced by each of them to TCRTA.

To avoid unnecessary amounts advanced by the City, TCRTA may repay a portion of any advance, subject to the terms and conditions of this Agreement, without affecting the TCRTA's right to request an advance under this Agreement, provided that such repayment complies with the foregoing provisions of this Section III.F.

G. The principal amount of funds repaid by TCRTA to the City under the preceding Section III.F shall be available to TCRTA, up to the maximum amount of the City's available funds under this Agreement, for an additional request or requests up to December 31, 2022, to be repaid according to the terms provided in this Agreement.

H. In addition to any other bank records to be kept and provided to the City under this Agreement, TCRTA Executive Director will prepare and provide quarterly financial reports, including cash flow projections, of TCRTA to the City Manager not later than thirty (30) days following the relevant quarter.

#### **ARTICLE IV GENERAL PROVISIONS**

A. **TERM:** This Agreement is effective \_\_\_\_\_, and this Agreement shall continue in full force and effect through and including December 31, 2027; provided, that TCRTA's obligation to repay all advances, plus accrued interest on the unpaid balance advanced by the City to TCRTA, until all such amounts are fully repaid by TCRTA, and to perform any other obligations of TCRTA under this Agreement, shall survive the termination of this Agreement.

#### **B. DEFAULT AND MATERIAL BREACH:**

1. Default. The failure by TCRTA to timely meet its obligation under Article III, Section F, to repay in full, any and all advances made by the City to TCRTA hereunder, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, or to perform any other obligation hereunder, shall constitute a default under this Agreement by TCRTA.

2. Material Breach. In the event of a default by TCRTA, as provided in the preceding Paragraph IV.B.1, the City may, at the City's election, immediately declare that TCRTA is in material breach of this Agreement, and provide to TCRTA written notice of SVJIA's material breach of this Agreement; such written notice shall provide for a reasonable period not to exceed 30 days in which TCRTA may cure the breach; and if TCRTA fails to cure the breach within the reasonable period not to exceed 30 days as stated in the notice, all amounts due and owing to the City pursuant to the terms of this Agreement, shall become immediately due and payable in full, plus accrued interest on the unpaid balance advanced by the City to TCRTA until all such amounts are fully repaid by TCRTA, and the City may exercise its rights and remedies under this Agreement, and as they may otherwise be available in law or equity.

C. **INDEPENDENT RELATIONSHIP:** Nothing contained in this Agreement shall create or be deemed to create any relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between any one or more of the Parties to this Agreement. The relationship between the Parties hereto is that of independent contractors, with each Party at all times acting in an independent capacity from the other.



D. **INTERPRETATION:** The Parties hereto acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.

E. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties hereto, respectively, under this Agreement.

F. **GOVERNING LAW; VENUE:** Venue for any action arising out of or related to this Agreement shall only be in Tulare County, California. The rights and obligations of the Parties hereto and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

G. **AUDITS AND INSPECTIONS:** TCRTA shall at any time during business hours, and as often as the City may deem necessary, make available to the City for examination all of TCRTA's records and data with respect to the matters covered by this Agreement. TCRTA shall, upon request by the City, permit such Party's representatives to audit and inspect all of such records and data necessary to ensure TCRTA's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), TCRTA shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

H. **NOTICES:** The identity and addresses of the persons authorized to give and receive notices under this Agreement include the following:

CITY

City Manager  
City of Woodlake  
350 N. Valencia Blvd.  
Woodlake, CA 93286  
(559) 564-8055

TCRTA

Executive Director  
Tulare County Regional Transit Agency  
210 N. Church St., Suite B,  
Visalia, CA 93291  
(559) 623-0450

Any and all notices between the Parties hereto provided for or permitted under this Agreement shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, or as of one business day after receipt by email.

I. **NON-ASSIGNMENT:** It is understood that TCRTA shall not assign, subcontract, or transfer any of TCRTA's rights, duties, or obligations under this Agreement, without the prior express, written consent of the City. Such consent and approval may be given only by the Woodlake City Council.

J. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City and TCRTA, any right, remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, and all terms, covenants, promises and agreements in this Agreement made by and on behalf of TCRTA shall be for the sole and

exclusive benefit of the City.

K. **INDEMNIFICATION:** TCRTA agrees to indemnify, save, hold harmless, and at the City's request, defend the City and its officers, agents, and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to the City as a direct result of willful misconduct by TCRTA, its officers, agents, or employees in performance of this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged as a direct result of the willful misconduct of TCRTA, its officers, agents, or employees in performance of this Agreement.

It is further provided that TCRTA's obligations under the provisions of this Section IV.K. shall survive the termination or expiration of this Agreement.

L. **AMENDMENTS:** Any changes to this Agreement requested by any Party shall be effective only if mutually agreed upon in writing by duly authorized representatives of each of the Parties hereto. This Agreement shall not be modified or amended, nor shall any rights of a party hereto be waived, except by such a written instrument approved by each of the Parties hereto in the manner provided herein.

M. **WAIVER:** The waiver, if any, by the City of any breach or violation of any provision of this Agreement by TCRTA shall not be deemed to be a waiver by the City of any breach or violation by TCRTA of any other provision, nor of any subsequent breach or violation by TCRTA of the same or any other provision. The City's acceptance of any partial payment by TCRTA of any repayment obligation arising hereunder, including but not limited to a payment of only the principal amount due and payable, shall not be deemed a waiver by the City of the right to full repayment by TCRTA of the remaining amount due and payable by TCRTA to the City pursuant to the terms hereof, including but not limited to accrued interest on the unpaid balance advanced by the City to TCRTA.

N. **LIMITATION ON LIABILITY OF TCRTA OFFICERS AND EMPLOYEES:** No officer or employee of TCRTA shall be individually or personally liable for the repayment of the interest on or principal with respect to any advance made hereunder by the City, but nothing herein contained shall relieve any officer or employee of TCRTA from the performance of any official duty necessary to cause TCRTA to repay such amounts to the City.

O. **COUNTERPARTS:** This Agreement may be executed in one or more original counterparts, all of which together constitute one and the same agreement.

P. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between TCRTA and the City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this AGREEMENT FOR CASH ADVANCES AND REPAYMENT as of the date and year first written above.

**CITY OF WOODLAKE**

By: \_\_\_\_\_  
City Manager, City of Woodlake

Date: \_\_\_\_\_, 2022

ATTEST: Irene Zacarias  
City Clerk of the City of Woodlake

By: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY ATTORNEY

By \_\_\_\_\_

**TULARE COUNTY REGIONAL TRANSIT AGENCY**

By \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_, 2022

APPROVED AS TO FORM  
COUNSEL FOR TULARE COUNTY REGIONAL TRANSIT AGENCY

By Jeffrey L. Kuhn

1856688

**RESOLUTION: 2022-023**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING  
THE CASH ADVANCE AND REPAYMENT AGREEMENTS WITH  
THE COUNTY OF TULARE, CITY OF DINUBA, CITY OF PORTERVILLE,  
CITY OF TULARE, AND CITY OF WOODLAKE**

**WHEREAS**, the Joint Powers Agreement, dated August 11, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (each, a “Party” or “Member Agency”) hereafter called Tulare County Regional Transit Agency “TCRTA”; and

**WHEREAS**, the purpose of the formation and operation of TCRTA is to own, operate, and administer a public transportation system within the jurisdictions of and on behalf of the Member Agencies; and

**WHEREAS**, TCRTA has prepared a comprehensive Fiscal Year 2022-2023 Budget and Capital Improvement Program reflecting anticipated revenues and expenditure; and

**WHEREAS**, Section 4 of the Joint Powers Agreement provides that TCRTA shall have all powers necessary to carry out the purpose of the Joint Powers Agreement, including incurring debt, liabilities and obligations, and all other powers that are necessary for TCRTA to provide public transportation services; and

**WHEREAS**, Section 4, subdivision (j) of the Joint Powers Agreement provides that TCRTA shall have the power to apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance; and

**WHEREAS**, TCRTA has requested that the City of Porterville make available for advance up to \$1,600,000 to temporarily assist TCRTA in managing its cash flow needs; and

**WHEREAS**, TCRTA has requested that the County of Tulare make available for advance up to \$1,500,000 to temporarily assist TCRTA in managing its cash flow needs; and

**WHEREAS**, TCRTA has requested that the City of Tulare make available for advance up to \$1,500,000 to temporarily assist TCRTA in managing its cash flow needs; and

**WHEREAS**, TCRTA has requested that the City of Dinuba make available for advance up to \$350,000 to temporarily assist TCRTA in managing its cash flow needs; and

**RESOLUTION: 2022-023**

**WHEREAS**, TCRTA has requested that the City of Woodlake make available for advance up to \$50,000 to temporarily assist TCRTA in managing its cash flow needs.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY**, does hereby approve:

- A. Authorize the Executive Director to execute the Cash Advance and Repayment Agreements from the County of Tulare, City of Dinuba, City of Porterville, City of Tulare and the City of Woodlake.
- B. Authorize the Executive Director or his/her designee, upon execution of the Agreements, to request said Cash Advance as set forth in the terms of the Agreements.
- C. Accept the advance of cash in the amount not to exceed \$5,000,000 from the County of Tulare, City of Dinuba, City of Porterville, City of Tulare, and the City of Woodlake.

**PASSED AND ADOPTED** this **28<sup>th</sup>** day of **September 2022** by the **Board of Directors of the Tulare County Regional Transit Agency**.

**RESOLUTION: 2022-023**

**THE FOREGOING RESOLUTION** was adopted upon motion of \_\_\_\_\_ and seconded by \_\_\_\_\_ at meeting thereof held on the 28<sup>th</sup> day of September 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed \_\_\_\_\_

Jose Sigala  
Board Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2022-023 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 28<sup>th</sup> day of September 2022.

Signed \_\_\_\_\_

Richard Tree  
Executive Director

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## Tulare County Regional Transit Agency

### **AGENDA ITEM VIII-B**

**September 28, 2022**

**Prepared by Richard Tree, Executive Director**

#### **SUBJECT:**

**Action:** Approve Grant Agreements with the Federal Transit Administration

#### **BACKGROUND:**

The Tulare County Regional Transit Agency (TCRTA) is a recognized grantee of the Federal Transit Administration (FTA). FTA financial assistance provides up to fifty percent reimbursement for operating expenses and up to eighty percent reimbursement for capital expenses. Transit service for the City of Porterville and the City of Tulare receive federal financial assistance directly from the FTA. The other member agencies receive federal financial assistance from Caltrans.

#### **DISCUSSION:**

On June 23, 2022, staff submitted the following FTA grant applications for federal financial assistance for the City of Porterville and City of Tulare services:

##### **CA-2022-210 \$739,290**

This is a Federal Fiscal Year 2021 Section 5307 American Rescue Plan Act of 2021 (ARPA) application (Porterville UZA) in the amount of \$739,290. Per the American Rescue Plan Act, the grant request is 100% federal share. This application utilizes ARPA funding to continue to prevent, prepare for, and respond to coronavirus. The application scope of work includes Operating and Preventive Maintenance from May 1, 2022, through December 30, 2022.

##### **CA-2022-211 \$2,917,722**

This application is to request FY20 Section 5307 funds apportioned to the Porterville UZA (Porterville Service) in the amount of \$2,917,722 and \$2,197,723 of local transportation funds for Operating and Preventive Maintenance from July 1, 2022, through June 30, 2023. Federal funds will be used to cover all eligible preventive maintenance and operating expenses such as driver salaries, fuel, and items having a useful life of less than one year.

##### **CA-2022-212 \$1,952,077**

This application is to request FY22 Section 5307 funds apportioned to the Visalia UZA (Tulare Service) in the amount of \$1,952,077 and \$2,152,300 of local transportation funds for Operating and Preventive Maintenance from July 1, 2022, through June 30, 2023. Federal funds will be used to cover all eligible preventive maintenance and operating expenses such as driver salaries, fuel, and items having a useful life of less than one year.

**RECOMMENDATION:**

That the Tulare County Regional Transit Agency Board of Directors:

1. Authorize the Executive Director to execute FTA Grant Agreements CA-2022-210, CA-2022-211, and CA-2022-212.
2. Authorize the Finance Director or his/her designee to submit drawdown requests per FTA requirements for incurred operating expenses.

**FISCAL IMPACT:**

FTA funding provides fifty percent reimbursement for the FY 2022-2023 budgeted operating expenses for the City of Porterville and City of Tulare. These three grant agreements provide \$5,609,089 in federal financial assistance.

**ATTACHMENT:**

1. FTA Award Letter CA-2022-210
2. FTA Award Letter CA-2022-211
3. FTA Award Letter CA-2022-212

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: TULARE COUNTY REGIONAL TRANSIT AGENCY

Recipient ID: 7405

UEI: JSCJABG9PLF6

DUNS: 118024638

## Award Information

Federal Award Identification Number: CA-2022-210-00

Award Name: FY21 ARPA 5307 | Operating and Preventative Maintenance

Award Start Date: 9/20/2022

Original Award End Date: 6/30/2023

Current Award End Date: 6/30/2023

Award Executive Summary: This is an FFY 2021 Section 5307 American Rescue Plan Act of 2021 (ARPA) application (Porterville UZA) in the amount of \$739,290. Per the American Rescue Plan Act, the grant request is 100% federal share. This application utilizes ARPA funding to continue to prevent, prepare for, and respond to coronavirus. The application scope of work includes Operating and Preventive Maintenance from May 1, 2022 through December 30, 2022. The Tulare County Regional Transit Agency is the only recipient in the Porterville Urbanized Area, therefore a split letter will not be attached in TrAMS. The Porterville Urbanized Area apportionment is \$739,290. The remaining balance of federal funds that will be requested in future grants or amendments is \$0. The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company. Per the ARPA, the project(s) in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program. The Recipient used the FTA 5307 operating worksheet to develop the request.

**Purpose:** The purpose of this award is to provide approximately six months of preventive maintenance and six months of operating assistance for the Tulare County Regional Transit Agency to assist it in fixed route and demand response operations during the period of 5/01/2022 to 12/30/2022.

**Activities to be performed:** Funds will be used to cover all eligible preventive maintenance and operating expenses such as driver salaries, fuel, items having a useful life of less than one year.

**Expected Outcomes:** Funding will permit the Tulare County Regional Transit Agency to meet preventative maintenance standards, continue to provide uninterrupted fixed route and demand response services, and keep rolling stock in a state of good repair.

Intended Beneficiaries: The Tulare County Regional Transit Agency and the riders, within the Porterville UZA, that rely on its service will benefit from continued services, permitting workers to get to work and other destinations.

Subrecipient Activities: None.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

### **Award Budget**

Total Award Budget: \$739,290.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$739,290.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$739,290.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

### **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	\$739,290
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$739,290</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### **U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

DOL Decision: DOL Concur - Certified  
DOL Review Date: 9/16/2022  
DOL Certification Date: 9/16/2022

### **Special Conditions**

There are no special conditions.

### **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

### **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Ray Tellis  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: ray.tellis@dot.gov  
Award Date: 9/20/2022

### **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*TULARE COUNTY REGIONAL TRANSIT AGENCY*

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: TULARE COUNTY REGIONAL TRANSIT AGENCY

Recipient ID: 7405

UEI: JSCJABG9PLF6

DUNS: 118024638



## Award Information

Federal Award Identification Number: CA-2022-211-00

Award Name: 5307 | Porterville Operating and Preventive Maintenance Assistance | FFY 2020

Award Start Date: 9/21/2022

Original Award End Date: 6/30/2023

Current Award End Date: 6/30/2023

Award Executive Summary: This application is to request FY20 5307 funds apportioned to the Porterville UZA in the amount of \$2,917,722 and \$2,197,723 of local transportation funds for operating and preventive maintenance assistance.

**Purpose:** The purpose of this award is to provide 1 year of preventive maintenance and 1 year of operating assistance for the Tulare County Regional Transit Agency's Porterville service area to assist it in fixed route and demand response operations during the period of 7/1/2022 to 6/30/2023.

**Activities to be performed:** Funds will be used to cover all eligible preventive maintenance and operating expenses such as driver salaries, fuel, and items having a useful life of less than one year.

**Expected outcomes:** Funding will permit the Tulare County Regional Transit Agency to meet preventive maintenance standards, continue to provide operations, and keep rolling stock in a state of good repair.

**Intended beneficiaries:** The Tulare County Regional Transit Agency and the riders that rely on its service will benefit from continue services, permitting workers to get to work and other destinations.

**Subrecipient Activities:** None.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

## Award Budget

Total Award Budget: \$5,115,445.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,917,722.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$2,197,723.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,917,722.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,197,723.00

## Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,917,722
Local			\$2,197,723
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$5,115,445</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

## U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified

DOL Review Date: 9/16/2022

DOL Certification Date: 9/16/2022

## **Special Conditions**

There are no special conditions.

## **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

## **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Ray Tellis  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: ray.tellis@dot.gov  
Award Date: 9/21/2022

## **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

*TULARE COUNTY REGIONAL TRANSIT AGENCY*

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-29, October 1, 2021)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(29), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: TULARE COUNTY REGIONAL TRANSIT AGENCY

Recipient ID: 7405

UEI: JSCJABG9PLF6

DUNS: 118024638

## Award Information

Federal Award Identification Number: CA-2022-212-00

Award Name: 5307 | Tulare Operating and Preventive Maintenance Assistance | FFY 2022

Award Start Date: 9/20/2022

Original Award End Date: 6/30/2023

Current Award End Date: 6/30/2023

Award Executive Summary: This application is to request FY22 5307 funds apportioned to the Visalia UZA in the amount of \$1,952,077 and \$2,152,300 of local transportation funds for operating and preventive maintenance assistance.

**Purpose:** The purpose of this award is to provide 1 year of preventive maintenance and 1 year of operating assistance for the Tulare County Regional Transit Agency to assist in in fixed route and demand response operations during the period of 7/01/2022 to 6/30/2023.

**Activities to be performed:** Funds will be used to cover all eligible preventive maintenance and operating expenses such as driver salaries, fuel, and items having a useful life of less than one year.

**Expected Outcomes:** Funds will be used to cover all eligible preventive maintenance standards, continue to provide operations, and keep rolling stock vehicles in a state of good repair.

**Intended Beneficiaries:** The Tulare County Regional Transit Agency and the riders that rely on its services will benefit from continued services, permitting workers to get to work and other destinations.

**Subrecipient Activities:** None.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

## Award Budget

Total Award Budget: \$4,104,377.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,952,077.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$2,152,300.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,952,077.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,152,300.00

## Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,952,077
Local			\$2,152,300
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
<b>Total Eligible Cost</b>			<b>\$4,104,377</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

## U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified

DOL Review Date: 9/16/2022

DOL Certification Date: 9/16/2022

## **Special Conditions**

There are no special conditions.

## **FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

## **FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:  
Ray Tellis  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: ray.tellis@dot.gov  
Award Date: 9/20/2022

## **EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:



*TULARE COUNTY REGIONAL TRANSIT AGENCY*