

TULARE COUNTY REGIONAL TRANSIT AGENCY (TCRTA) SUBCOMMITTEES

May 3, 2021, 1:00-3:00 P.M.

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

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

Zoom Meeting | Direct Link: <https://us02web.zoom.us/j/86088775988?pwd=eWFJUU0JCVFUwMThSS3FnMU5pQXI5QT09>

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

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

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

NOTICE TO THE PUBLIC **PUBLIC COMMENT PERIOD**

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

**TULARE COUNTY REGIONAL TRANSIT AGENCY
POLICY COMMITTEE**

**TULARE COUNTY REGIONAL TRANSIT AGENCY
FINANCE COMMITTEE**

TULARE COUNTY REGIONAL TRANSIT AGENCY TECHNICAL OPERATIONS COMMITTEE

I. CALL TO ORDER, WELCOME, AND ROLL CALL

The TCRTA Policy Committee, Finance Committee, and Technical Operations Committee will convene and will review all agenda items together as this month's reports have substantial overlap.

II. ACTION: APPROVE APRIL 5, 2021 MINUTES

(Pages 01-04)

III. TCRTA SUBCOMMITTEES ACTION/DISCUSSION ITEMS:

1. DISCUSSION: Federal Transit Administration (FTA) Grantee Process Update

(Pages 05-06)

2. DISCUSSION: Transfer of Transit Service Memorandums of Understanding (MOU)

(Pages 07-55)

3. DISCUSSION: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding Opportunity

(Page 56-57)

4. DISCUSSION: Free Fare Analysis & Possibilities

(Page 58)

IV. ACTION: ADJOURN

Adjourn as the TCRTA Policy, Finance, and Technical Operations Committee.

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Subcommittees will be held on Monday, June 7, 2021 at 1:00 p.m. at the Tulare County Association of Governments, via Zoom 210 N. Church St. Suite B, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

AD HOC & SUBCOMMITTEES

AD HOC –EXECUTIVE DIRECTOR SEARCH

Greg Gomez
Eddie Valero
Jose Sigala

POLICY COMMITTEE

Jose Sigala
Monte Reyes
Eddie Valero

TECHNICAL OPERATION COMMITTEE

Greg Gomez
Armando Longoria
Eddie Valero

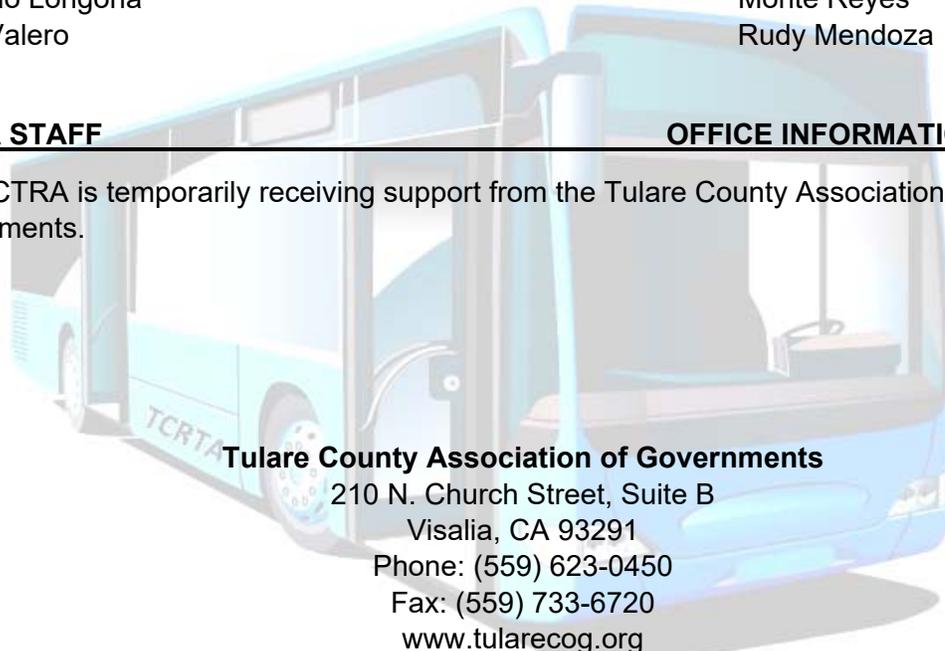
FINANCE COMMITTEE

Kuldip Thusu
Monte Reyes
Rudy Mendoza

TCRTA STAFF

OFFICE INFORMATION

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



Tulare County Association of Governments

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TULARE COUNTY REGIONAL TRANSIT AGENCY SUBCOMMITTEE MINUTES April 5, 2021

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

COMMITTEE MEMBERS

STAFF

JOSE SIGALA	P	RICHARD TREE	P
EDDIE VALERO	P	TED SMALLEY	P
KULDIP THUSU	P	ELIZABETH FORTE	P
MONTE REYES	P	AMIE KANE	N
RUDY MENDOZA	N	SERVANDO QUINTANILLA	P
GREG GOMEZ	P	BRIDEGET MOORE	P
ARMANDO LONGORIA	N	HOLLY GALLO	P
P= Present A= Alternate N= Not Present			
Others Present: Giancarlo Bruno, Leslie Davis, Ross Miller, Teresa Ortega, Albert Barragan, Teague Kirkpatrick- Uber, Gillian Gillet- Cal ITP			

TULARE COUNTY REGIONAL TRANSIT AGENCY POLICY COMMITTEE

1. CALL TO ORDER, WELCOME, AND ROLL CALL

The meeting was called to order by Chair Sigala at 1:00 pm. Members Sigala, Reyes and Valero were present.

2. PUBLIC COMMENTS

Public comments opened at 1:01pm and closed at 1:02 pm. No public comments were heard.

3. ACTION: APPROVE MINUTES

Upon motion by Member Valero and second by Member Reyes, the minutes of the January 25th meeting were unanimously approved.

4. DISCUSSION: FARE FREE STRATEGIES

Mr. Tree discussed that member agencies agreed to contribute LCTOP to expand the fare free program and described program details; sharing that total funding was 360,000. He stated that he didn't know the term of the program but anticipated that it would be popular. Mr. Tree further discussed park and ride, microtransit and agency participation in the grant program. Discussion ensued regarding the existing usage of the free fare program and public marketing and the air district grant.

Ms. Forte stated that an analysis from the consultant should be available from the consultant regarding free fares for the next meeting.

5. DISCUSSION: TRANSIT FUNDING AND REGIONAL PROJECT PLANNING

Ms. Forte discussed the transit funding types and processes and stated that a large amount had been used for operations. The operations needs increased even though ridership decreased. She further discussed coordinated projects and regional decisions and priorities.

6. DISCUSSION: TRANSFER OF TRANSIT SERVICES

Mr. Tree provided an update on what has transpired with respective agencies and the process of service transfer. He discussed the Woodlake transfer agreement and identifying tasks. He further discussed Dinuba, Tulare and The County and their contractor, further discussing their agreements and how they were looking at the agreements and making sure they could be transferred over to TCRTA and the timing of such. Mr. Tree discussed strengthening the MOUs and the existing agreements for agencies.

Mr. Thusu discussed details regarding MV employees concerns regarding benefits and schedules and Ms. Forte discussed looking at these on a case by case basis.

7. ACTION: ADJOURN

The TCRTA Policy Committee adjourned at 1:44pm and convened as the TCRTA Finance Committee.

**TULARE COUNTY REGIONAL TRANSIT AGENCY
FINANCE COMMITTEE**

1. ROLL CALL

Chair Sigala called the Finance Committee to order at 1:44pm. Members Thusu and Reyes were present.

2. ACTION: APPROVE MINUTES OF DECEMBER- FEBRUARY

Upon motion by Member Thusu and second by Member Reyes, the minutes December-February meetings were unanimously approved.

3. DISCUSSION: TRANSIT FUNDING OPPORTUNITIES

Mr. Tree discussed transit operations, capital projects and staff time. He further discussed two funding opportunities; the zero-emission bus program- Lo-No which was very competitive and required a lot of staff time. He stated that Visalia and Porterville had applied in the past and had not been awarded yet. He Highlighted the benefits of coming together as an agency and applying on a larger scale. He shared that applications were due the following week and there wasn't enough time to put together a project for this round. Mr. Tree discussed another opportunity through RATP – and shared examples of possible projects. The applications due date is May 10th.

4. DISCUSSION: FY 2020-2021 YEAR END ACTIVITIES

Elizabeth introduced the TCAG Finance Manager and discussed how staff had been working with her to pull numbers for expenses; sharing that there were \$11,000 in expenses and highlighted details from the budget.

Elizabeth shared that starting July 1, there would be a branding and marketing budget for \$110,000 with designing materials, logos and more to assist with reaching the public. She further discussed the capital plan and SRTP.

5. DISCUSSION: FY 2021-2022 BUDGET, STAFFING PLAN, PRIORITY PROJECTS

Mr. Tree discussed future plans, considering expenditures and making sure the appropriate accounts are set up for TCRTA. Mr. Tree discussed early indication that the expenses could be 15-20 million. Mr. Tree also discussed future staffing needs for TCRTA.

Mr. Smalley discussed prioritization of priority tasks. Discussion ensued regarding the Executive director recruitment

At the request of staff, committee members provided input regarding the budget:

Mr. Thusu asked for the budget 10 days in advance. Additionally, Mr. Reyes requested a study session. Discussion ensued regarding having a meeting before May 15th for the budget.

6. DISCUSSION: MICROTRANSIT SERVICE AGREEMENT

Mr. Tree discussed pursuing and expanding upon the partnership with Uber. He stated the he wanted to get their agreement before the committee and discussed details regarding branding and possible agreement.

7. ACTION: ADJOURN

The TCRTA Finance Committee adjourned at 2:21pm and Convene as the TCRTA Technical Operations Committee.



**TULARE COUNTY REGIONAL TRANSIT AGENCY
TECHNICAL OPERATIONS COMMITTEE**

1. ROLL CALL

Chair Sigala called the meeting to order at 2:21pm. Members Valero and Gomez were present.

2. PRESENTATION: UBER TECHNOLOGIES (Item heard out of order)

Mr. Teague Kirkpatrick provided a high-level overview of services they provide. Routematch provided mobility management services- utilizing uber technology but not Uber drivers. Mr. Kirkpatrick showed how riders could book in real time and other features that could help the rider experience.

Mr. Smalley requested that committee members provide feedback in the next week so that the item can go before the Board in May.

3. ACTION: APPROVE MINUTES

Upon motion by Member Valero and second by Member Gomez, the minutes of the January 14th meeting were unanimously approved.

4. PRESENTATION: CALIFORNIA INTEGRATED TRAVEL PROJECT

Ms. Gillian Gillet provided an overview regarding CAL ITP- an effort to unify and integrate transit, making it simpler and more cost effective for transit. She further discussed GTFS information and contactless fare collection. Ms. Gillet discussed details regarding payments, data and eligibility verification components. Discussion ensued regarding payment types and equity.

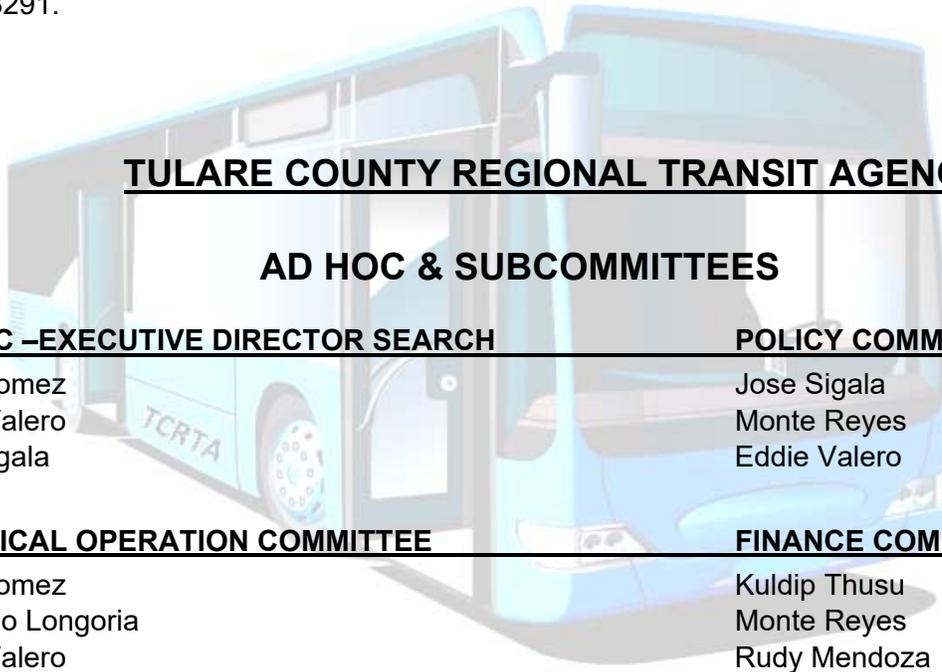
5. DISCUSSION: SUSTAINABLE TRANSPORTATION PLANNING GRANT

Mr. Tree discussed the planning grant application for TCRTA for the first regional planning grant. He thanked TCAG for completing it on behalf of the Agency.

6. ACTION: ADJOURN

The TCRTA Technical Operations Committee adjourned at 3:15pm.

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



TULARE COUNTY REGIONAL TRANSIT AGENCY

AD HOC & SUBCOMMITTEES

AD HOC –EXECUTIVE DIRECTOR SEARCH

Greg Gomez
Eddie Valero
Jose Sigala

POLICY COMMITTEE

Jose Sigala
Monte Reyes
Eddie Valero

TECHNICAL OPERATION COMMITTEE

Greg Gomez
Armando Longoria
Eddie Valero

FINANCE COMMITTEE

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TCRTA STAFF

OFFICE INFORMATION

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TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

AGENDA ITEM 1

May 3, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Federal Transit Administration (FTA) Grantee Process Update

DISCUSSION:

TCRTA member agencies provide public transportation services within their service area with financial assistance provided by local, state, and federal funds. In order for TCRTA to transition member agency transit services to TCRTA, TCRTA must meet the basic requirements, listed below, of the Federal Transit Administration.

Over the course of the past couple of months, staff has made significant progress in meeting the FTA basic requirements and is expected to be recognized as an FTA grantee prior to July 1, 2021, the start of the next fiscal year.

The basic requirements for TCRTA to receive FTA funds for public transportation purposes are as follows:

1. FTA issues guidance, often in the form of circulars, to provide grantees with direction on program-specific and statutory requirements. Staff has reviewed appropriate circulars and incorporated those requirements into its policies and procedures, such as its Drug and Alcohol and Title VI policy, and federal financial and procurement manuals.
2. Grant Management Requirements is guidance for post-award grant administration and project management activities TCRTA should be aware of when considering whether a grant is right for TCRTA.
3. Grant recipients must sign the following in order to receive FTA funds:
 - a. A Sample Agreement for the appropriate funding year. TCRTA will sign Agreements once a federal award has been made.
 - b. Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements. TCRTA has executed the FY 21 Certifications and Assurances.
4. Establish users to access the Transit Award Management System (TrAMS), FTA's platform to award and manage federal grants. TrAMS was created to provide greater efficiency and improved transparency and accountability. TCRTA's Executive Director and appropriate staff have received authority from the Board to access TrAMS based on established roles.

5. FTA posts all competitive grant and cooperative agreement opportunities on Grants.gov, the comprehensive government-wide website for announcing competitive grant opportunities. In order to access the Grants.gov website, TCRTA has performed the following:
 - a. Created a Dun & Bradstreet (DUNS) number, which is a unique nine-digit identifier for businesses. The DUNS number identifies TCRTA's Dun & Bradstreet business credit file, which may include firmographic data and scores and ratings that assess different financial health indicators.
 - b. Created a System For Award Management (SAM) account, which is required for any business, organization or agency that is eligible to, or plans to, receive payments from the federal government. In order to qualify for federal grants, a fully accurate, and compliant SAM registration is required.

Once established as an FTA grantee, the FTA will perform a Triennial Review. The Triennial Review is one of FTA's management tools for examining grantee performance and adherence to current FTA requirements and policies. Mandated by Congress in 1982, the Triennial Review occurs once every three years. It examines how recipients of Urbanized Area Formula Program funds meet statutory and administrative requirements. The review currently examines up to 21 areas. The FTA also performs State Management Reviews of grantees receiving Section 5311 Non-Urbanized Area Formula Program, for rural areas.

ATTACHMENT:

None

TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

AGENDA ITEM 2

May 3, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Transfer of Transit Service Memorandums of Understanding (MOU)

DISCUSSION:

Staff has completed drafting Memorandums of Understanding (MOUs) for the transfer of transit services for the Cities of Dinuba, Tulare, and Woodlake. Each MOU addresses the needs of the individual member agency, while creating uniform administration and policies for transit services by TCRTA.

Each MOU includes the following uniform activities:

1. Member agencies wish to assign transit service responsibility to the TCRTA, and TCRTA wishes to assume such responsibility.
2. Activities listed in the JPA Agreement, such as, service levels and transfer of assets, will be applied to each MOU.
3. All transit specific funding will be transferred to TCRTA to operate the service. Unused TDA funds will be transferred by to the member agencies, excluding any unmet transit needs reasonable to meet.
4. TCRTA will provide member agencies an annual report, the purpose of the annual report is to evaluate the performance and to calculate the annual contribution from each party (i.e. TDA, State, and Federal funds.)
5. A working group will be established to assist in the development, modification, and evaluation of service plans, schedules, fares, budgets, capital expenditures, and performance measures.
6. TCRTA will be responsible for all federal and state reporting, including TDA audits.
7. TCRTA will be responsible for marketing.
8. TCRTA and member agencies will each indemnify each other.

Each member agency's MOU has been drafted to address individual needs and requests of the member agency. The following specific needs and/or requests for the member agencies are listed below:

City of Dinuba

- Assume activities listed in the existing service agreement between the City of Dinuba and MV Transportation, Inc.

- City of Dinuba will continue to provide transit fleet maintenance and bill TCRTA monthly.
- City of Dinuba will provide compressed natural gas (CNG) to the transit fleet and bill TCRTA monthly.

City of Tulare

- Assume activities listed in the existing service agreement between the City of Tulare and MV Transportation, Inc.
- City of Tulare will provide landscape maintenance at the Transit Center and bill TCRTA on a monthly basis.
- City of Tulare will provide temporary telephone and internet service at the Transit Center and bill TCRTA on a monthly basis until those services are transferred to TCRTA.

City of Woodlake

- TCRTA will contract with the City of Porterville, under a separate MOU, to operate the Woodlake transit service on behalf of TCRTA.
- City of Woodlake will be responsible for maintenance and utilities at the Woodlake Transit Center and bill TCRTA on a quarterly basis.

City of Porterville

- TCRTA will administer the Woodlake transit service.
- City of Porterville will provide transit service day-to-day operations, under its existing agreement with its third party contractor, and provide fleet maintenance by City staff.

ATTACHMENT:

1. Draft MOU – City of Dinuba
2. Draft MOU – City of Porterville
3. Draft MOU – City of Tulare
4. Draft MOU – City of Woodlake

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DINUBA AND THE
TULARE COUNTY REGIONAL TRANSIT AGENCY
FOR PUBLIC TRANSPORTATION SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this ____ day of _____, 2021 and made between the **CITY OF DINUBA (“DINUBA”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. DINUBA and TCRTA shall be referred to in this MOU together as Parties.

WITNESSETH

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 “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 the Member Agencies; and

Whereas, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

Whereas, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

Whereas, DINUBA wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

Whereas, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from DINUBA in accordance with this MOU and applicable law;

NOW, THEREFORE, DINUBA and TCRTA agree as follows:

STIPULATIONS

I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY DINUBA

- A. For the project (Project) covered by this MOU, DINUBA hereby assigns, and TCRTA hereby assumes, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer the public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).
- B. This assignment pertains only to the designated activities described in this Stipulation I (B).
1. The assignment includes the following:
 - a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and
 - b. Activities listed in the Service Agreement between DINUBA and MV Transportation, Inc. commencing on February 1, 2020, and remain in force and effect through December 31, 2024. Service Agreement identified in **Appendix B**; and
 - c. Activities listed in the Transit Center Lease Agreement between DINUBA and MV Transportation, Inc. commencing on February 1, 2020, and remain in force and effect through December 31, 2024. Transit Center Lease Agreement identified in **Appendix C**; and
 - d. DINUBA shall maintain transit vehicles and bill TCRTA on a monthly basis for maintenance expenses; and
 - e. DINUBA shall provide compressed natural gas (CNG) required to operate transit vehicles and bill TCRTA on a monthly basis for fuel expenses.
- C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to DINUBA and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of DINUBA described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit services, excluding any unmet transit needs reasonable to meet will be transferred to DINUBA.

II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FROM ASSIGNMENT OF RESPONSIBILITIES

- A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.
- B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, DINUBA no longer will be responsible for audits or reporting relating to public transportation services described in Stipulation I (B).

III. TRANSFER OF ASSETS

Assets transferring from DINUBA to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

“Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient’s profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

DINUBA assets transferring to TCRTA are identified in **Appendix D**.

IV. ANNUAL REPORT

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report to DINUBA. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution (TDA, State, Federal Funds) from each Party for the Project. The purpose of the Annual Report is to facilitate DINUBA’s TDA claims for the next fiscal year.

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

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

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the Project and per Party.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years, planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).
6. Annual projection to operate Project for the next fiscal year.
7. Surplus balances reflected in the Annual Report will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the Project. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.

Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances. The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs

exceed the annual operating contribution from the prior year. Capital contributions for vehicle replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1st every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section V below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of

the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

V. WORKING GROUP

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

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

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

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

VI. OPERATING PERFORMANCE MEASURES

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

- Farebox Recovery Ratio (10%)
- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Trip

- Net Operating and Capital Costs of Project per each Party
1. Modifications to the Operating Performance Measures will be made by the Working Group.
 2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

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

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

VII. FEDERAL AND STATE REPORTING

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

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

VIII. MARKETING

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

IX. RECORDS, AUDIT, AND REVIEW

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with “Operating Performance Measures.” All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA’s regular business hours upon reasonable notice.

X. TERM

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

XI. MOU AMENDMENTS

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and DINUBA.

XII. MOU TERMINATION

Either party, upon ninety (90) days’ advance written notice to the other party, may withdraw its participation in this MOU.

XIII. INTEGRATION

This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XIV. CALIFORNIA LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

XV. JURISDICTION

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

XVI. WARRANTY OF AUTHORITY

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

XVII. WAIVERS

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

XVIII. SEVERABILITY

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

XIX. INDEMNIFICATION

TCRTA hereby agrees to indemnify and hold DINUBA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or

control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of DINUBA arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

DINUBA hereby agrees to indemnify and hold TCRTA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of DINUBA.

XX. POINTS OF CONTACT

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

City of Dinuba

City Manager

405 E. El Monte Way

Dinuba, CA 93618

Tulare County Regional Transit Agency

Executive Director

210 N. Church St., Suite B

Visalia, CA 93291

XXI. COUNTERPART SIGNATURES

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

CITY OF DINUBA

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Mayor

TCRTA, Chair

Date

Date

ATTEST:

ATTEST:

By: _____
City Clerk

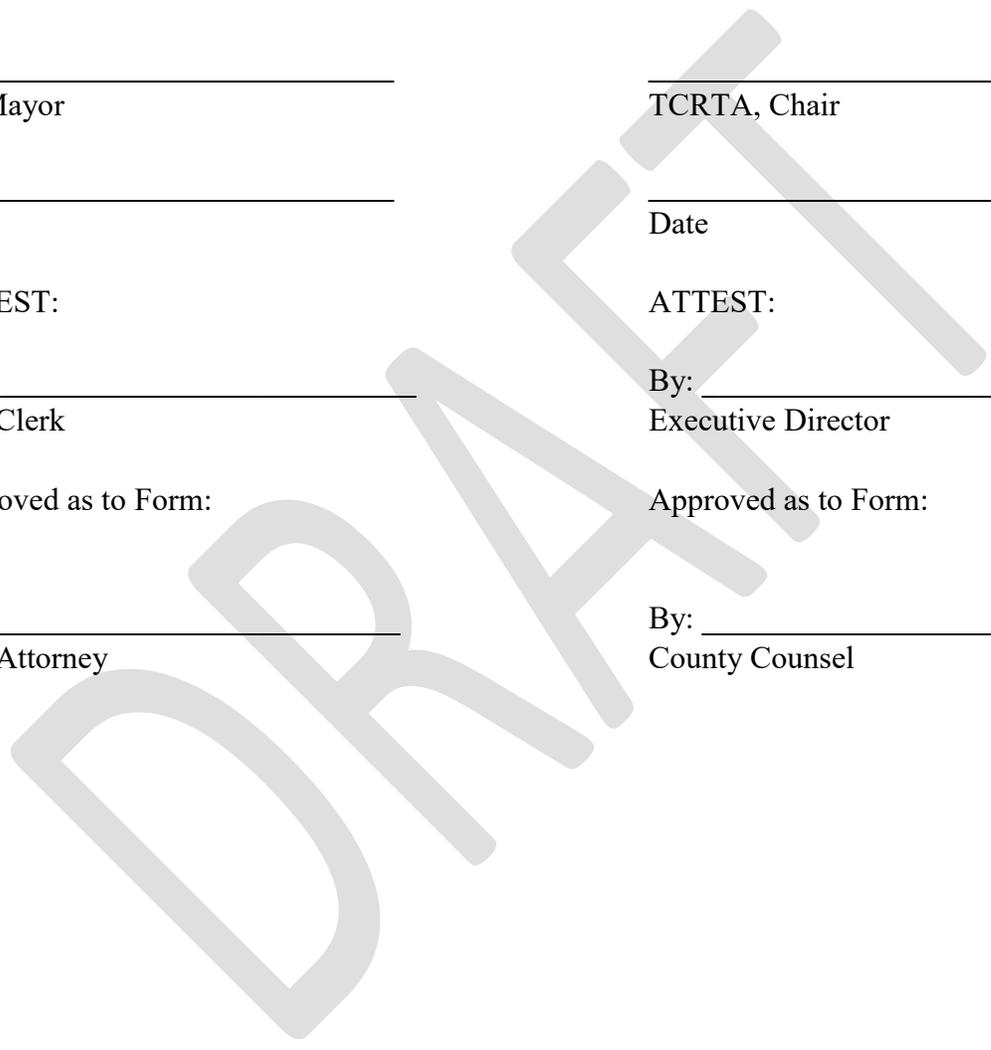
By: _____
Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel



Appendix A

JPA AGREEMENT

Appendix B

SERVICE AGREEMENT

Appendix C

LEASE AGREEMENT

Appendix D – DINUBA VEHICLES TO TRANSFER TO TCRTA

# of Vehicles	Vehicle ID#	Vehicle Year	Make/Model or Vehicle Description	Vehicle Identification Number (VIN)	Date in Service	Out of Service	Fed Useful Life (yr)	Actual Service (yr)	Remaining yrs	Remaining % based on yrs	Actual Mileage	Minimum Useful Life Mileage	Remaining % based on miles	Total Federal Share	Remaining Fed Share based on yrs	Remaining Fed Share based on miles
1	1	2002	Ford/El Dorado/ E450	1FDXE45M22HB72467		September 2016	5				228,381	150,000	-0.52%			
2	2	2002	Ford/El Dorado/ E450	1FDXE45M02HB72466		May 2015	5				190,054	150,000	-27%			
3	OLD 3	1991	Ford/E350	1FDKE37G8MHA26461	January 1991	February 2011	5	20	-15	-300%	61,614	150,000	66%			
4	3	2017	Ford/Glaval Universal/E450	1FDFE4FSXHDC77735	March 2018	In Service	5	1	4	80%	41,191	150,000	73%			
5	4	2008	Freightliner/Cummins/Trolley	4UZAACB358CZ65243	December 2007	January 2019	7	12	-5	-42%	179,616	200,000	20%			
6	5	2008	Chev/El Dorado AeroElite/C5500	1GBG5V1G98F407207		In Service	5				314,228	150,000	-209%			
7	6	2009	Chev/El Dorado AeroElite/C5500	1GBG5V1G49F403700		March 2019	5				241,512	150,000	-61%			
8	7	2011	Ford/El Dorado AeroTech/E450	1FDFE4FS3BDA29639		In Service	5				231,112	150,000	-54%			
9	8	2011	Ford/El Dorado AeroTech/E450	1FDFE4FSXBDA29640	September 2010	In Service	5	9	-4	-80%	240,940	150,000	-61%			
10	9	2012	Ford/El Dorado AeroElite/F550	1FDAF5GY9BEC71975	May 2012	In Service	5	7	-2	-40%	258,300	150,000	-72%			
11	10	2014	Ford/Glaval/E450	1FDFE4FS7EDB17680	January 2015	In Service	5	4	1	20%	99,688	150,000	66%			
12	11	2013	Ford/Startrans/Goshen	1F66FSDYXDOA04779		February 2019	7				110,660	200,000	55%			
13	12	2016	Ford/Glaval/E450	1FDFE4FS4GDC50335	October 2016	In Service	5	3	2	40%	125,690	150,000	16%			
	14	2019	Ford/Glaval/E450		December 2019	In Service										
	15	2010	Ford/Glaval/E550		April 2020	In Service										
OUT OF SERVICE																
BACKUP BUSES																

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of May 3, 2021, by and between the **TULARE COUNTY REGIONAL TRANSIT AGENCY**, a joint powers agency (“TCRTA”), and the **CITY OF PORTERVILLE**, a California municipal corporation (“CITY”), TCRTA and CITY are each a “Party” and together are the “Parties” to this MOU, which is made with reference to the following:

WHEREAS, TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the 11th day of August, 2020 (the “Joint Powers Agreement”); and

WHEREAS, the City of Woodlake wishes to assign its responsibility to own, operate, and administer a public transportation system to TCRTA; and

WHEREAS, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from the City of Woodlake; and

WHEREAS, TCRTA is responsible for contracting with a member agency or a third party contractor to operate the City of Woodlake transit system; and

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

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

NOW, THEREFORE the Parties agree as follows:

1. CITY shall provide to TCRTA transit operation and maintenance services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Powers Agreement. Such services shall be provided to TCRTA under the general direction of TCRTA’s Executive Director.
2. In addition to the transit operation and maintenance services specified in Paragraph 1 above, TCRTA may authorize CITY to perform additional transit operation and maintenance services for TCRTA under this MOU.
3. If TCRTA should decide to acquire any equipment, materials, supplies, or transportation, and make such property of TCRTA’s available to CITY for use by CITY in performing services under this MOU, then TCRTA may do so.

4. CITY shall provide personnel and third party contractor personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for TCRTA on such days and at such hours as may be agreed upon by the TCRTA Executive Director.
5. TCRTA is required to prepare a Woodlake Transit Service budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to CITY during the next fiscal year for services to be furnished under this MOU during the fiscal year. Such budgeted amount shall be taken into account the labor and materials of CITY and third party contractors who will be performing work for TCRTA, all incidental costs pertaining to such CITY and third party contractor employees such as, but not limited to, retirement and insurance contributions by CITY and third party contractors, operations and maintenance expense, costs of equipment and supplies to be acquired by CITY to perform the services, costs of supervisions, and all other incidental costs which will be incurred by CITY, so that the amount budgeted by TCRTA, so that the amount budgeted by TCRTA for payments to CITY will reasonably approximate the actual cost to CITY for providing such services during the fiscal year.
6. In rendering such services to TCRTA, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in CITY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this MOU, or the level or manner of performance of such services, the determination of TCRTA's Executive Director or TCRTA's Board of Directors shall be final with regard to the services performed under this MOU.
7. To facilitate the performance of services under this MOU, it is agreed that CITY shall have full cooperation and assistance from TCRTA and its Governing Board.
8. All persons employed in the performance of services for TCRTA under this MOU shall be CITY or third party contractor employees.
9. TCRTA shall have no responsibility for the payment of any salaries, wages, or other compensation to any CITY or third party contractor personnel performing services for TCRTA pursuant to this MOU, or any liability other than provided for in this MOU. TCRTA shall not be liable for compensation or indemnity to CITY or third party contractor employee for injury or sickness arising out of his or her employment.
10. Pursuant to Sections 895-895.8 of the Government Code, CITY and its third party contractor shall indemnify and hold harmless TCRTA for any loss, damage or liability arising out of the performance of the duties of CITY or third party contractor employees for TCRTA pursuant to this MOU. However, CITY, its officers and employees, do not

indemnify TCRTA or assume any liability for intentional or negligent acts of TCRTA or its officers and employees.

- 11. This MOU shall become effective on July 1, 2021, executed by both Parties, and shall continue in effect until terminated. This MOU may be terminated by either party upon not less than thirty (30) day's advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

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

CITY OF PORTERVILLE

**TULARE CONTY
REGIONAL TRANSIT AGENCY**

By _____
City Manager

By _____
Executive Director

ATTEST: City Clerk

Approved as to form: County Counsel

By _____

By _____

Approved as to form: City Attorney

By _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TULARE AND THE
TULARE COUNTY REGIONAL TRANSIT AGENCY
FOR PUBLIC TRANSPORTATION SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this ____ day of _____, 2021 and made between the **CITY OF TULARE (“TULARE”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. TULARE and TCRTA shall be referred to in this MOU together as Parties.

WITNESSETH

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 “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 the Member Agencies; and

WHEREAS, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

WHEREAS, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

WHEREAS, TULARE wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

WHEREAS, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from TULARE in accordance with this MOU and applicable law;

NOW, THEREFORE, TULARE and TCRTA agree as follows:

STIPULATIONS

I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY TULARE

- A. For the project (Project) covered by this MOU, TULARE hereby assigns, and TCRTA hereby assumes, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer the public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).
- B. This assignment pertains only to the designated activities described in this Stipulation I (B).
1. The assignment includes the following:
 - a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and
 - b. Activities listed in the Service Agreement between the TULARE and MV Transportation, Inc. commencing on November 1, 2018, and remain in force and effect through June 30, 2023 identified in **Appendix B**; and
 - c. Activities listed in the Shared Building Agreement between TULARE and MV Transportation, Inc. commencing on November 15, 2014, and remain in force and effect through June 30, 2023 as identified in **Appendix C**; and
 - d. TULARE will provide landscape maintenance at the Transit Center and bill TCRTA on a monthly basis; and
 - e. TULARE will provide temporary telephone and internet services at the Transit Center and bill TCRTA on a monthly basis until those services are transferred to TCRTA.
- C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to TULARE and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of TULARE described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit services, excluding any unmet transit need reasonable to meet will be transferred to TULARE.

II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FROM ASSIGNMENT OF RESPONSIBILITIES

- A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.
- B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, TULARE no longer will be responsible for audits or reporting relating to public transportation services described in Stipulation I (B).

III. TRANSFER OF ASSETS

Assets transferring from TULARE to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

“Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient’s profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

TULARE assets transferring to TCRTA are identified in **Appendix D**.

IV. ANNUAL REPORT

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report to TULARE. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution from each Party for the Project. The purpose of the Annual Report is to facilitate TULARE’s TDA claims for the next fiscal year.

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

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

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the Project and per Party.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years, planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).
6. Annual projection to operate Project for the next fiscal year.
7. Surplus balances reflected in the Annual Report will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the Project. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.

Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances. The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs exceed the annual operating contribution from the prior year. Capital contributions for vehicle

replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1st every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section V below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of

the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

V. WORKING GROUP

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

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

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

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

VI. OPERATING PERFORMANCE MEASURES

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

- Farebox Recovery Ratio (10%)
- Operating Cost per Passenger
- Operating Cost per Vehicle Service Hour
- Passengers per Vehicle Service Hour
- Passengers per Vehicle Service Mile
- Passengers per Trip

- Net Operating and Capital Costs of Project per each Party
1. Modifications to the Operating Performance Measures will be made by the Working Group.
 2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

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

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

VII. FEDERAL AND STATE REPORTING

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

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

VIII. MARKETING

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

IX. RECORDS, AUDIT, AND REVIEW

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with “Operating Performance Measures.” All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA’s regular business hours upon reasonable notice.

X. TERM

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

XI. MOU AMENDMENTS

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and TULARE.

XII. MOU TERMINATION

Either party, upon ninety (90) days’ advance written notice to the other party, may withdraw its participation in this MOU.

XIII. INTEGRATION

This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XIV. CALIFORNIA LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

XV. JURISDICTION

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

XVI. WARRANTY OF AUTHORITY

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

XVII. WAIVERS

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

XVIII. SEVERABILITY

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

XIX. INDEMNIFICATION

TCRTA hereby agrees to indemnify and hold TULARE and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or

control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of TULARE arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

TULARE hereby agrees to indemnify and hold TCRTA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of TULARE.

XX. POINTS OF CONTACT

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

City of Tulare

City Manager

411 E. Kern Ave.

Tulare, CA 93274

Tulare County Regional Transit Agency

Executive Director

210 N. Church St., Suite B

Visalia, CA 93291

XXI. COUNTERPART SIGNATURES

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

CITY OF TULARE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Mayor

Chair

Date

Date

ATTEST:

ATTEST:

By: _____
City Clerk

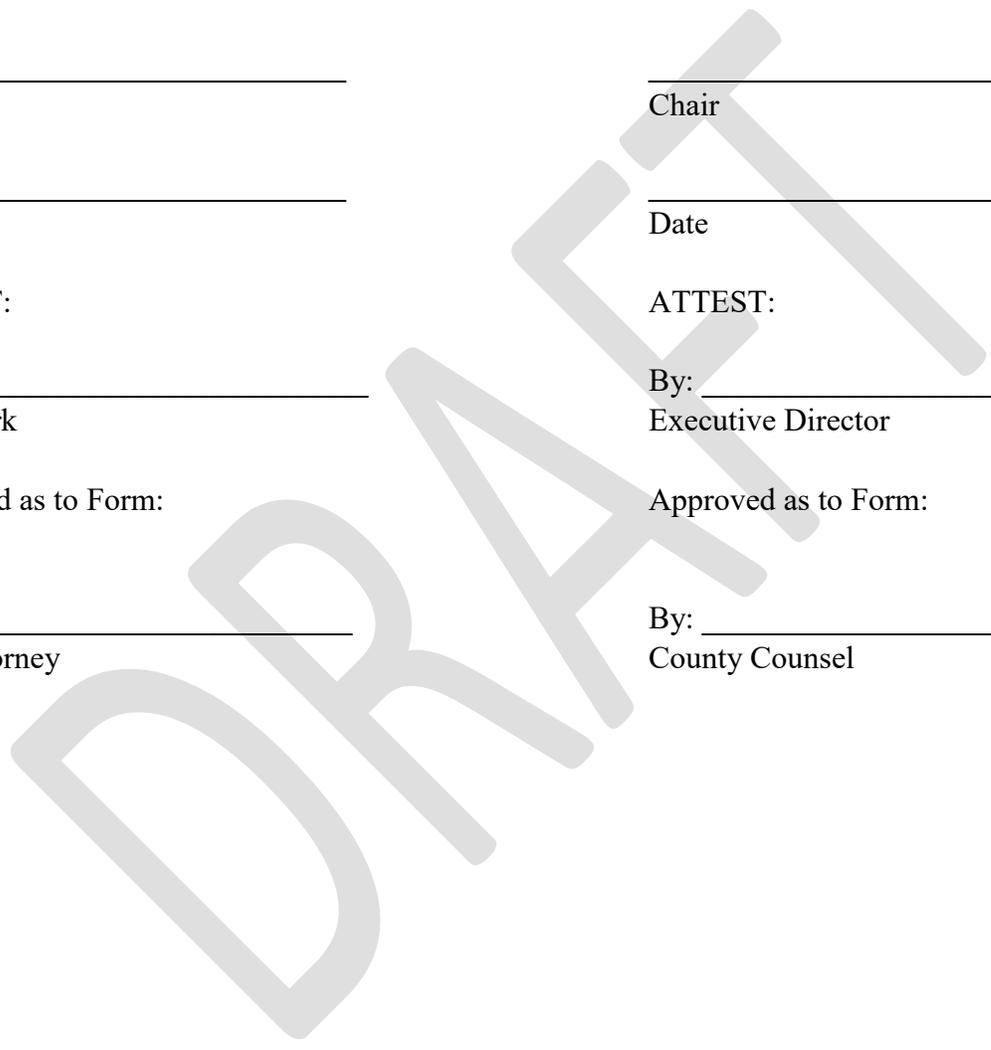
By: _____
Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel



Appendix A

JPA AGREEMENT

Appendix B

SERVICE AGREEMENT

Appendix C

SHARED BUILDING AGREEMENT

Appendix D – TULARE VEHICLES TO TRANSFER TO TCRTA

TRANSIT VEHICLE INVENTORY												
As of March 20, 2020												
Unit	Year	Make	VIN	Engine	Fuel	Vehicle	Use	Plate				
Number					Type	Mileage	For	Number	Status	Capacity	W/C Bays	Delivered
2010	2007	Ford E450 Star Trans	1FDXE45S77DA88318	6.8L-V10	Gas	504,887	Route/DART	1400769	Active	12	2	
2021	2008	Ford Starcraft Allstar	1FD4E45S98DA70701	6.8L-V10	CNG	275,770	Route/DART	E1275546	Active	6	2	
2024	2009	² Blue Bird Low Floor	1N90349598A140678	BG230 Cummin	CNG	475,100	Route	1333881	Pending	30	2	Parts Only
2025	2009	² Blue Bird Low Floor	1N90349508A140679	BG230 Cummin	CNG	452,415	Route	1333880	Active	30	2	Parts Only
2026	2009	² Blue Bird Low Floor	1N93495159A140155	BG230 Cummin	CNG	490,281	Route	1344920	Active	30	2	
2027	2009	² Blue Bird Low Floor	1N93495179A140156	BG230 Cummin	CNG	519,081	Route	1344921	Active	30	2	
2028	2015	Gillig Low Floor	15GGB2711F1183908	ISLG 8.9 L	CNG	356,264	Route	1373695	Active	31	2	
2029	2015	Gillig Low Floor	15GGB2713F1183909	ISLG 8.9 L	CNG	351,754	Route	1373696	Active	31	2	
2030	2015	Gillig Low Floor	15GGB271XF1183910	ISLG 8.9 L	CNG	373,536	Route	1373697	Active	31	2	
2031	2015	Gillig Low Floor	15GGB2711F1183911	ISLG 8.9 L	CNG	354,294	Route	1373698	Active	31	2	
2032	2009	Ford E450 Star Trans	1FDEE35S09DA42236	6.8L-V10*	Gas	327,010	Route/DART	1400779	Active	12	2	6/2017
2033	2018	Ford Champion E450	1FD4E45S2HDC41585	6.8L-V10	Gas	89,598	Route/DART	1556606	Active	18	2	10/2/2018
2034	2018	Ford Champion E450	1FD4E45S1HDC50746	6.8L-V10	Gas	94,886	Route/DART	1556619	Active	18	2	10/2/2018
2035	2008	Ford Starcraft Allstar E450	1FD4E45S28DA59748	6.8L-V10	CNG	69,349	Route/DART	1320400	Active	18	2	8/6/2018
2036	2014	Ford Starcraft Allstar E450	1FD4E45S9EDB17681	6.8L-V10	CNG	95,221	Route/DART	1397976	Active	18	2	8/6/2018
2037	2019	Gillig Low Floor	15GGB3110K3194136	ISLG 8.9 L	CNG	1086	Route	1400812	Active	31	2	12/27/2019
2038	2019	Gillig Low Floor	15GGB3112K3194137	ISLG 8.9 L	CNG	785	Route	1400813	Active	31	2	1/6/2020
2039	2018	Dodge Braun,	2C7WDGBG7HR828830	3.6-v6	Gas	29197	DART	1558314	Active	6	2	1/14/2019
2040	2018	Dodge Braun,	2C7WDGBGXHR838493	3.6-V6	Gas	30,411	DART	1558316	Active	6	2	1/14/2019
		Transit Bues	Cutaways	Vans								

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated this _____ day of _____, 2021 and made between the **CITY OF WOODLAKE (“WOODLAKE”)** and the **TULARE COUNTY REGIONAL TRANSIT AGENCY (“TCRTA”)**. WOODLAKE and TCRTA shall be referred to in this MOU together as Parties.

WITNESSETH

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 “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 the Member Agencies; and

Whereas, TCRTA shall have all powers necessary to carry out the purpose of this Agreement; and

Whereas, TCRTA shall work with Member Agencies to assume service agreements for services necessary for the operation of TCRTA within its service area; and

Whereas, WOODLAKE wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

Whereas, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from WOODLAKE in accordance with this MOU and applicable law;

Now, therefore, WOODLAKE and TCRTA agree as follows:

STIPULATIONS

I. TRANSIT SERVICE RESPONSIBILITIES ASSIGNED TO TCRTA BY WOODLAKE

- A. For the project (Project) covered by this MOU, WOODLAKE hereby assigns, and TCRTA hereby assumes, subject to the terms and conditions set forth in this MOU, the responsibility to own, operate, and administer the public transportation system. This assignment applies only to projects for which TCRTA is the recipient of federal, state, and local transit-specific funding or is the project sponsor or co-sponsor for a project requiring approval by the California Department of Transportation (Caltrans) or Federal Transit Administration (FTA).
- B. This assignment pertains only to the designated activities described in this Stipulation I (B).
1. The assignment includes the following:
 - a. Activities listed in the Joint Power Agreement identified in **Appendix A**; and
 - b. Activities necessary to own, operate, and administer the Woodlake Transit service; and
 - c. WOODLAKE will be responsible for maintenance and utilities at the WOODLAKE Transit Center and bill TCRTA maintenance expenses on a quarterly basis.
- C. This MOU transfers to TCRTA all transit-specific Transportation Development Act (TDA) funds allocated to WOODLAKE and seeks available Federal Transit Administration (FTA) funds to partially fund local transit services on behalf of WOODLAKE described in Stipulation I (B) of this MOU, including any necessary approval actions. TDA funds not used to fund the local transit service, excluding any unmet transit needs reasonable to meet will be transferred to WOODLAKE.

II. ACTIONS, CONDITIONS, OR DETERMINATIONS THAT EXCLUDE DESIGNATED ACTIVITIES FROM ASSIGNMENT OF RESPONSIBILITIES

- A. Notwithstanding any other provision of this MOU, any activity that does not satisfy the criteria for public transportation services described in Stipulation I (B) is excluded from this assignment.
- B. Because TCRTA assumes responsibility for public transportation services designated in this MOU, WOODLAKE no longer will be responsible for audits or reporting relating to public transportation services described in Stipulation I (B).

III. TRANSIT SERVICE CONTRACTING

TCRTA shall be responsible for contracting with a member agency or a Third Party Contractor to provide for public transportation services described in Stipulation I (B). Public transportation services shall meet all applicable Federal Transit Administration requirements. Pursuant with California Labor Code 1072, TCRTA shall require the member agency or Third Party Contractor to retain qualified, non-management employees of the current Woodlake Transit service for a period of at least twelve (12) months.

IV. TRANSFER OF ASSETS

Assets transferring from WOODLAKE to TCRTA shall be in accordance with the Federal Transit Administration Grant Management Requirements Circular 5010.1E:

“Any transfer of an asset that has an active federal interest (procured under an FTA Award), must be documented to demonstrate acceptance and the responsibility for continuing control of that asset over its useful life. Since FTA retains an interest in the asset, the recipient agency must document the transfer in a new Award or an Amendment. The balance of useful life should be referenced, and if the asset is rolling stock, an update to its fleet information in TrAMS and its fleet management/status plan is required. An Amendment is not required if the asset is transferred after its useful life as defined in the original Award used for the purchase of the asset, or if the Award is not active or closed. In this case, the recipient of the asset should document the transfer of the federally funded asset and attach the document to the recipient’s

profile in TrAMS. If the recipient is not a current federal recipient, the FTA regional office will provide assistance.

WOODLAKE assets transferring to TCRTA are identified in **Appendix B**.

V. ANNUAL REPORT

After the final close of each accounting year for TCRTA, TCRTA will provide an Annual Report to WOODLAKE. The purpose of the Annual Report is to evaluate the performance and to calculate an annual contribution from each Party for the Project. The purpose of the Annual Report is to facilitate WOODLAKE's TDA claims for the next fiscal year.

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

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

1. Audited financial from the prior fiscal year including actual total operating costs, actual operating and capital expenditures, actual direct and indirect costs, fares, revenues, capital reserve balances, net operating costs, and infrastructure costs specific to operate the Project. In addition, the Annual Report will include operating data from the prior year. The Annual Report shall also include a comparison of the financial and operating data from the prior fiscal year to the two prior fiscal years.
2. Balance for the Project and per Party.
3. Monthly and annual operating data necessary to evaluate the operating performance measures established in this MOU, and any other data that is readily available to evaluate the effectiveness of the service.
4. Audited deferred revenue balances, and a comparison of budget and audited actual operating costs.
5. Vehicle status report that includes the following for each vehicle for the Project: date of manufacture, date placed into Project service, expected service life years, extended life years,

planned date of replacement, life miles, vehicle age, mileage from previous (reporting) year, length of bus, fuel type used, and status (i.e. spare, active, contingency, to be decommissioned).

6. Annual projection to operate Project for the next fiscal year.

7. Surplus balances reflected in the Annual Report will be used for the capital reserve for future vehicle replacement and/or infrastructure improvements required to operate the Project. Surplus balances shall not exceed twenty percent (20%) of the annual operating budget.

Total and equal share of the operating deficit from the prior year, total and equal contribution from Parties, and the related variances. The Annual Report will also report the impact of operating deficit to the capital reserve to cover the operating costs. Operating deficit is when the net operating costs exceed the annual operating contribution from the prior year. Capital contributions for vehicle replacements and infrastructure are held in reserve for future vehicle purchases and infrastructure needs to operate the Project.

TCRTA will prepare an annual projection for the next fiscal year and will provide to the Parties as part of the Annual Report. The annual projection will include the following for the next year and an additional two years: operating costs, fare revenues, other revenues, vehicle replacement and infrastructure costs required to operate the Project, and projected operating performance. The annual projected net operating costs will be equally divided to each Party as their contribution.

In the event TCRTA does not provide a complete Annual Report by February 1st every year, the Parties contributions will be limited to the amount approved by the Working Group, as described in Section V below, for the prior year until such time as the Annual Report is complete, the Parties' questions are answered with sufficient supporting data, and the Working Group has discussed and voted upon contributions for the next year.

In the event that the Project incurred operating and/or capital deficits, the Parties will receive a detailed explanation and accounting within the Annual Report of such deficits from the prior fiscal year to reimburse the Project. Reserves will first be used to cover deficits from the prior

fiscal year. The Annual Projection will include additional funds to cover future deficit plus the prior year deficit.

Prior year audited actuals will be used to set the baseline for the annual projection for the next fiscal year. The Parties agree to commit their contribution and direct annual payments to TCRTA to cover operating and capital expenditures up to 5% above the amount approved by the Working Group for the prior year, subject to approval of the Parties' respective governing bodies. Annual projection in excess of 5% will be reviewed, discussed, and subject to vote by the Working Group. In the event all Parties do not agree to increase the equal annual contribution more than 5%, then such annual contribution shall be limited to a maximum 5% increase as described above, and the Working Group will vote and decide upon reductions to capital expenditures or service (operating expenditures), or to use reserves to balance the projection with the agreed contributions. In event that the Working Group has not acted on the reductions to capital expenditures or operating expenditures within six months of the Annual Projection, TCRTA will reduce expenditures equal to the deficit that is in excess of the 5% increase limit.

VI. WORKING GROUP

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

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

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

The Working Group will assist in the development, modification, and evaluation of detailed service plans, routes, schedules, fares, budgets, costs and schedules of capital expenditures, performance measures, and other service details. TCRTA will inform the Working Group of

awards of service contracts and extensions to existing service contracts within sixty (60) days after execution. The Working Group will meet a minimum of once a quarter to discuss the performance, decide upon modifications to the Project within the Working Group's approval authority, and make recommendations regarding other aspects of the Project.

VII. OPERATING PERFORMANCE MEASURES

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

- Farebox Recovery Ratio (10%)
 - Operating Cost per Passenger
 - Operating Cost per Vehicle Service Hour
 - Passengers per Vehicle Service Hour
 - Passengers per Vehicle Service Mile
 - Passengers per Trip
 - Net Operating and Capital Costs of Project per each Party
1. Modifications to the Operating Performance Measures will be made by the Working Group.
 2. Operating Performance Measures and their benchmarks will be included in the Annual Report.

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

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

VIII. FEDERAL AND STATE REPORTING

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

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

IX. MARKETING

Marketing activities, promotional materials, printed schedules, etc. will be developed by TCRTA. Marketing costs are included in the anticipated annual operating cost of the Project. All Parties to this MOU will work cooperatively to develop marketing strategies that maximize ridership and effectiveness of the service(s). The service will be promoted by all Parties. All Parties will post the service schedule and other information on their websites.

X. RECORDS, AUDIT, AND REVIEW

TCRTA shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent transit operator, and where necessary shall require Contractor to keep such records, and shall maintain or require the maintenance of such records for at least five (5) years following the termination of this MOU. Such records shall include documents necessary to show compliance with "Operating Performance Measures." All accounting records shall be kept in accordance with generally accepted account principles. Any Party shall have the right to audit and review all such documents and records at any time during TCRTA's regular business hours upon reasonable notice.

XI. TERM

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

XII. MOU AMENDMENTS

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCRTA and WOODLAKE.

XIII. MOU TERMINATION

Either party, upon ninety (90) days' advance written notice to the other party, may withdraw its participation in this MOU.

XIV. INTEGRATION

This Agreement represents the entire and integrated Agreement between the Parties and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XV. CALIFORNIA LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Agreement are performable in California.

XVI. JURISDICTION

Jurisdiction and venue of all lawsuits over the terms of this Agreement shall be in the superior court of Tulare County, State of California.

XVII. WARRANTY OF AUTHORITY

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

XVIII. WAIVERS

The waiver by any Party to this Agreement of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing

waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, and ordinance of law. Failure to enforce with respect to a default shall not be construed as a waiver.

XIX. SEVERABILITY

The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

XX. INDEMNIFICATION

TCRTA hereby agrees to indemnify and hold WOODLAKE and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of WOODLAKE arising from its operations other than as directly or indirectly connected with the provision of transit services to the public.

WOODLAKE hereby agrees to indemnify and hold TCRTA and their officers, agents, employees and assigns, harmless from any liability imposed for injury (as defined by Government Code Section 810.8), whether arising before or after completion of the work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or part, by reason of any act or omission, or of anyone acting under TCRTA's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this MOU, except to the extent that such liability arises from or is caused by the negligence or willful misconduct of WOODLAKE.

XXI. POINTS OF CONTACT

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

City of Woodlake

City Administrator
350 N. Valencia Blvd
Woodlake, CA 93286

Tulare County Regional Transit Agency

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

DRAFT

XXII. COUNTERPART SIGNATURES

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

CITY OF WOODLAKE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

Mayor

Chair

Date

Date

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Executive Director

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
County Counsel

Appendix A

JPA AGREEMENT

Appendix B – WOODLAKE VEHICLES TO TRANSFER TO TCRTA

Organization	VIN	License Plate	Agency Id	Funded By DOT	Fund Program	Total Cost	Federal Share	Federal Share Percent	Local Share	Local Share Percent	Vehicle Year	Vehicle Manufacturer	Vehicle Chassis	Fuel Type	Vehicle Improvement Type	Current Mileage	Current Mileage Date	Useful Life Years Remaining	Useful Life Miles Remaining	Is DOT Lien Holder	Average Estimated Service Years When New
City of Woodlake	1FDXE45S16DB18797		61	Yes	Section 5311	52463	41661	79.41	10801	20.58	2006	Starcraft	Ford E-450		Expansion (New)	109232	6/10/2019	-8	40768	No	10
City of Woodlake	1FDXE4F58CDA17018	1385866	63	Yes	Section 5311	72144.6	63869.65	88.53	8274.99	11.46	2012	Startrans (Supreme Corporation)	Ford E-450	GA - Gasoline	Replacement	98069	6/28/2019	-2	51931	Yes	10
City of Woodlake	1FDXE45S22HA16816	1114657	62	Yes	Section 5311						2002	Starcraft	Ford E-450		Expansion (New)	115735	5/13/2019	-12	34265	No	10

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TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

AGENDA ITEM 3

May 3, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding Opportunity

DISCUSSION:

On April 13, 2021, the U.S. Department of Transportation (DOT) published a Notice of Funding Opportunity to apply for \$1 billion in Fiscal Year 2021 discretionary grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants. RAISE, formerly known as BUILD and TIGER, has awarded over \$8.9 billion in grants to projects in all 50 states.

BUILD and TIGER grants are highly competitive with 680 projects funded out of over 9700 applications. It is one of the few DOT discretionary programs for which regional and local governments can directly compete for multimodal transportation funding.

Projects for RAISE funding will be evaluated based on merit criteria that include safety, environmental sustainability, quality of life, economic competitiveness, state of good repair, innovation, and partnership. Within these criteria, the DOT will prioritize projects that can demonstrate improvements to racial equity, reduce impacts of climate change and create good-paying jobs.

For this round of RAISE grants, the maximum grant award is \$25 million, and no more than \$100 million can be awarded to a single State. Up to \$30 million will be awarded to planning grants, including at least \$10 million to Areas of Persistent Poverty.

TCRTA and its member agencies are required to transition its fleet to 100% zero-emission beginning in 2029 mandated by the ARB's Innovative Clean Transit Rule. To assist TCRTA and its member agencies, staff has identified the first round of RAISE funding as an opportunity to partner with CalStart to prepare a blueprint planning application to transition to zero-emission. Once the blueprint has been created, staff believes it will position TCRTA to be competitive for the next round of RAISE funding for the purchase of capital funding (buses and charging stations).

It is staff's recommendation to partner with CalStart in preparing a blueprint planning grant application for the RAISE funding opportunity. Applications must be submitted by 2:00 PM on July 12, 2021.

ATTACHMENT:

None

TULARE COUNTY REGIONAL TRANSIT AGENCY
SUBCOMMITTEES

AGENDA ITEM 4

May 3, 2021

Prepared by Richard Tree, TCRTA Staff

SUBJECT:

Discussion: Free Fare Analysis & Possibilities

DISCUSSION:

In February 2021, TCRTA executed an agreement with SBLB to perform a Free Fare Analysis that identified free fare strategies, regional fare strategies, the cost of collecting fares, COVID-19 impacts on fares, fare equity, and examples of free fare strategies.

SBLB has completed its draft Free Fare analysis and will be presenting its findings to the subcommittee for review and comment.

ATTACHMENT:

None