



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: April 30, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559)624-7010				

SUBJECT: 2018/2019 Transit Agreement with the City of Lindsay

REQUEST(S):

That the Board of Supervisors:

1. Approve an Agreement with the City of Lindsay, in the amount of \$25,719, for the County to provide transit service to City of Lindsay residents, retroactive from July 1, 2018 through June 30, 2019. This agreement is retroactive because of ongoing negotiations with and obtaining authorized signatures from the City. It was impractical for the Board to take action before July 1, 2018 due to the time needed to process, prepare, and submit the agenda item; and
2. Find that the Board had the authority to enter into the proposed agreement as of July 1, 2018 and that it was in the County's best interest to enter into the agreement on that date; and
3. Authorize the Chairman to sign the Agreement.

SUMMARY:

The County of Tulare operates a Demand Response (Dial-A-Ride) transit service in and around the City of Lindsay. With this Annual Renewal Agreement, the County contracts with the City to provide service to City residents. The City reimburses the County for its respective share of the transit service cost.

In fiscal year 2018/2019, approximately 62.84% of Lindsay Dial-A-Ride trips served City of Lindsay residents.

County of Tulare Dial-A-Ride trips were estimated to be 37.16%. As a result, the

SUBJECT: 2018/2019 Transit Agreement with the City of Lindsay

DATE: April 30, 2019

City share of the County of Tulare cost for this service in fiscal year 2018/2019 has been estimated to be \$41,341. In 2017/2018, the City's contribution for this service was \$64,699. The decreased cost to the City of Lindsay in 2018/2019, was due to a lower percentage of ridership attributable to County residents.

In addition, transit funding sources not directly available to the City, but claimable by the County on the City's behalf have been identified. The City and County have agreed to have the County apply for these funding sources and transfer 90% of the amount received to the City through this agreement as credits against the amount due from the City. The total of these credits are \$15,622. When deducted from the City of Lindsay's original share of \$41,341, the City's share becomes \$25,719.

The only changes from the 2017/2018 contract are changing the term of the agreement from July 1, 2018 to June 30, 2019, and changing the dollar amount provided from the City of Lindsay under this agreement to \$25,719.

Execution of this agreement was delayed beyond July 1, 2018 because of ongoing negotiations with the City of Lindsay.

This agreement has been approved as to form by County Counsel. The following term deviates substantively from the standard County boilerplate:

Indemnification-both parties to the contract agree to indemnify the other.

FISCAL IMPACT/FINANCING:

There are no net County costs to the General Fund.

The City of Lindsay's share of net operating cost of the transit service under this Agreement will be \$25,719. This Agreement allows Tulare County Association of Governments (TCAG) to redistribute a portion of the City of Lindsay's Local Transportation (LTF) and/or State Transit Assistance (STA) funds to the County of Tulare for this service.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

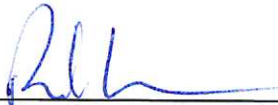
This coordinated transit system provides quality service to County and City residents in the Lindsay area. The Strategic Business Plan Initiatives, under the Safety and Security section, calls for improvement and maintenance of transportation infrastructure; this service addresses that initiative.

SUBJECT: 2018/2019 Transit Agreement with the City of Lindsay
DATE: April 30, 2019

ADMINISTRATIVE SIGN-OFF:



Sherman Dix
Assistant Director – Fiscal



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A - 2018/2019 Transit Agreement with the City of Lindsay

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF 2018/2019 TRANSIT) Resolution No. _____
AGREEMENT WITH THE CITY OF LINDSAY) Agreement No. _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an Agreement with the City of Lindsay, in the amount of \$25,719, for the County to provide transit service to City of Lindsay residents, retroactive from July 1, 2018 through June 30, 2019. This agreement is retroactive because of ongoing negotiations with and obtaining authorized signatures from the City. It was impractical for the Board to take action before July 1, 2018 due to the time needed to process, prepare, and submit the agenda item; and
2. Found that the Board had the authority to enter into the proposed agreement as of July 1, 2018 and that it was in the County's best interest to enter into the agreement on that date; and
3. Authorized the Chairman to sign the Agreement

Attachment “A”

2018/2019 Transit Agreement with the City of Lindsay

1 **AGREEMENT**

2 THIS AGREEMENT, made and entered into this ____ day of _____, 2019,
3 by and between the CITY OF LINDSAY, hereinafter referred to as the “City” and the COUNTY
4 OF TULARE, hereinafter referred to as the “County”.

5 **WITNESSETH:**

6 WHEREAS, the City and the County desire to provide coordinated transit service in the
7 Lindsay area; and

8 WHEREAS, it is mutually beneficial for the City and the County to provide this transit
9 service by agreement; and

10 WHEREAS, the County operates Tulare County Transit, a public transit system; and

11 WHEREAS, there are and will continue to be, citizens of the County who can reasonably be
12 served by a demand response transit system within the City, and there are and will continue to be,
13 citizens of the City who can reasonably be served by the County’s demand response transit system;
14 and

15 WHEREAS, there are and will continue to be, citizens of the County who can reasonably be
16 served by a fixed-route transit system operating within the City, and there are and will continue to
17 be, citizens of the City who can reasonably be served by the County’s fixed-route transit system;
18 and

19 WHEREAS, the County and City recognize the goals of providing a transportation system
20 to the general public at a reasonable fare and that of providing coordinated public transportation
21 service within the Lindsay area.

22 NOW, THEREFORE, the City and the County mutually agree as follows:

- 23 1. **Scope of Work.** The County shall operate and manage a demand response public
24 transit service within the Service Areas as shown on Exhibit “A” attached hereto and fully
25 incorporated herein by this reference and shall provide transit service to those residents of
26 the City desiring to use the demand response services of the County transit system. The
27 operation and management of the demand response transit service shall be the responsibility
28 of the County. The service area may be modified by mutual agreement of the City Manager
29 and the County Director of Transportation. The County shall also continue to operate a fixed-
30 route service per the route maps shown on Exhibit “B” attached hereto and fully incorporated
31 herein by this reference and shall provide transit service to those residents of the City desiring
32 to use the regularly scheduled services of this County transit system. The operation and
33 management of the fixed-route service shall be the responsibility of the County. The route
34 may be modified by mutual agreement of the City Manager and the County Director of
35 Transportation.

1 2. **Hours of Operation.** The demand response transit service will operate on a dial-
2 a-ride basis, Monday through Friday except on those holidays that the senior citizen meal
3 sites are not open. The hours of operation shall be set by mutual agreement of the City
4 Manager and the County Director of Transportation. The fixed-route service shall operate
5 Monday through Sunday except on those holidays that are recognized by Tulare County
6 Transit. The hours of operation shall be set by mutual agreement of the City Manager and
7 the County Director of Transportation.

8 3. **Management.** The County shall manage and operate the transit system in an
9 appropriate manner, insuring a cost effective operation, including marketing the system and
10 collecting fares from the riders.

11 4. **Fuel, Oil and Storage.** The City shall provide fuel, oil and storage facilities for
12 the transit vehicles. Only the cost of the fuel and oil provided for the vehicles shall be billed
13 to the County. The cost of the storage facilities shall be borne by the City.

14 5. **Collection of Fares.** For the demand response transit service, the City shall count,
15 collect, receipt and secure all cash fares delivered to the City by County Agent on a daily
16 basis. The City shall return all said cash fares to the County according to schedules and
17 procedures acceptable to the City Manager and the County Director of Transportation. No
18 additional compensation shall be due either party to this Agreement for this service. Fares
19 collected on the fixed-route service shall be collected, counted and secured by the County.

20 6. **Compensation.** The City shall compensate the County the sum of \$41,340.93 for
21 service provided under this Agreement. Compensation is based on the prorated share of the
22 City's and County's previous year ridership on the dial-a-ride transit service, and an agreed
23 upon amount contributed by the City to help offset the operational costs of the fixed-route
24 service. The City hereby authorizes, by execution of this Agreement, the Tulare County
25 Association of Governments (TCAG) to transfer said compensation from the City's
26 2018/2019 Transportation Development Act Apportionment to the County's 2018/2019
27 Transportation Development Act Apportionment. The County shall then submit a claim to
28 TCAG for the amount specified as 2018/2019 Compensation. Said compensation shall be as
29 follows:
30

	COMPENSATION	SOURCE
Lindsay	\$41,340.93	Local Transportation Fund and/or State Transit Assistance Funds

1
2 7. **Credits.** The City has allowed the County to apply on its behalf for various transit
3 funding sources, not directly available to the City. The County agrees to reduce the
4 compensation requirement discussed in paragraph 6 by 90% of the aggregate amount of these
5 funding sources (detailed below):

6

	<u>CREDIT</u>	<u>SOURCE</u>
7		
8		
9	Lindsay \$17,358	SB1 – State of Good Repair Funding
10	(90% = 15,622.20)	

11 In the event the County does not receive any of the transit funding sources described
12 above in full, the City’s credits will be reduced and they will be responsible for payment
13

14 8. **Indemnification-City.** City shall hold harmless, defend and indemnify County, its
15 agents, officers and employees from and against any liability, claims, actions, costs, damages
16 or losses of any kind, including death or injury to any person and/or damage to property,
17 arising out of the activities of City or its agents, officers and employees under this
18 Agreement. This indemnification specifically includes any claims that may be made against
19 County by any taxing authority asserting that an employer-employee relationship exists by
20 reason of this Agreement, and any claims made against County alleging civil rights violations
21 by City under Government Code section 12920 et seq. (California Fair Employment and
22 Housing Act). This indemnification obligation shall continue beyond the term of this
23 Agreement as to any acts or omissions occurring under this Agreement or any extension of
24 this Agreement.

25 9. **Indemnification-County.** County shall hold harmless, defend and indemnify City,
26 its agents, officers and employees from and against any liability, claims, actions, costs,
27 damages or losses of any kind, including death or injury to any person and/or damage to
28 property, arising out of the activities of County or its agents, officers and employees under
29 this Agreement. This indemnification obligation shall continue beyond the term of this
30 Agreement as to any acts or omissions occurring under this Agreement or any extension of
31 this Agreement.

32 10. **Insurance-Liability.** The County shall provide comprehensive general public
33 liability and comprehensive automotive liability insurance with single limit coverage of not
34 less than \$5,000,000 or equivalent self-insurance covering their activities under this
35 Agreement. Prior to commencing operations, the County shall file with the Clerk of the other
36 party certificates of insurance evidencing the coverage required herein and naming the other

1 party, its officers, agents and employees as additional insureds. Such certificates shall state
2 that the named additional insureds are not responsible for the payment of any premium or
3 assessment and shall provide that in the event of a cancellation or material change of policy,
4 the insurer shall give the named additional insureds no less than thirty (30) days advance
5 written notice of such cancellation or change. Upon request, the County shall provide the
6 City with a complete copy of the insurance policy or policies or evidence and terms of self-
7 insurance as required herein. The insurance, and evidence thereof, required by this
8 Agreement may be provided either directly by the County or, if the County contracts with an
9 independent contractor/operator to provide the services required by this Agreement, by the
10 operator of the County's system as deemed appropriate by the County.

11 **11. Term of Agreement.** Except as to the obligations described in Section 11(c) this
12 Agreement shall become effective July 1, 2018 and shall terminate June 30, 2019, unless
13 terminated earlier as provided in this Agreement.

14 **12. Termination.** The right to terminate this Agreement under this provision may be
15 exercised without prejudice to any other right or remedy to which the terminating party may
16 be entitled at law or under this Agreement.

17 (a) Without Cause. County shall have the right to terminate this Agreement
18 without cause by giving City SIXTY (60) days prior written notice of its intention to
19 terminate pursuant to this provision, specifying the date of termination.

20 (b) With Cause. This Agreement may be terminated by either party should the
21 other party:

22 (i) be adjudged a bankrupt, or

23 (ii) become insolvent or have a receiver appointed, or

24 (iii) make a general assignment for the benefit of creditors, or

25 (iv) suffer any judgment which remains unsatisfied for 30 days, and which
26 would substantively impair the ability of the judgment debtor to perform under
27 this Agreement, or

28 (v) materially breach this Agreement.

29 For any of the occurrences except item (v), termination may be effected upon
30 written notice by the terminating party specifying the date of the termination. Upon a
31 material breach, the Agreement may be terminated following the failure of the
32 defaulting party to remedy the breach to the satisfaction of the non-defaulting party
33 within FIVE (5) days of written notice specifying the breach. If the breach is not
34 remedied within that FIVE (5) day period, the non-defaulting party may terminate the
35 Agreement on further written notice specifying the date of termination.

1 If the nature of the breach is such that it cannot be cured within a FIVE (5) day
2 period, the defaulting party may, submit a written proposal within that period which
3 sets forth a specific means to resolve the default. If the non-defaulting party consents
4 to that proposal in writing, which consent shall not be unreasonably withheld, the
5 defaulting party shall immediately embark on its plan to cure. If the default is not cured
6 within the time agreed, the non-defaulting party may terminate upon written notice
7 specifying the date of termination.

8 (c) Effects of Termination. Termination of this Agreement shall not terminate
9 any obligations to indemnify, to maintain and make available any records pertaining to
10 the Agreement, to cooperate with any audit, to be subject to offset, or to make any
11 reports of pre-termination contract activities.

12 **13. Conditions to Continuing the Agreement.** This Agreement is entered into with
13 the anticipation of certain funds being available, either locally or from the State or Federal
14 governments, and such funding for any reason is no longer available, this Agreement may be
15 terminated by County on written notice specifying the date of termination.

16 **14. Notices.** Any notices to be given shall be written and served either by personal
17 delivery or by first class mail, postage prepaid and addressed as follows:

18 /
19 /
20 /
21 City: City Manager
22 City of Lindsay
23 P. O. Box 369
24 Lindsay, California 93274

25
26 County: County Director of Transportation
27 Resource Management Agency
28 5961 S. Mooney Blvd.
29 Visalia, California 93277

30 **15. Integration.** This Agreement constitutes the sole and only Agreement between the
31 parties hereto as to the services to be provided hereunder. Any prior agreements, promises,
32 negotiations or representations as to such services not expressly referred to herein are of no
33 force and effect.

34 **16. Modification.** Except as otherwise specifically provided herein, this Agreement
35 shall be modified or amended only with the prior written consent of the parties.

36 **17. Surveys.** Either the City or the County may conduct periodic ridership surveys.
37 Said surveys shall not interfere with the operation of the system.

1 **18. Legal Operation.** City and County each shall carry out its obligations under this
2 Agreement in full compliance with all applicable federal, state and local laws, ordinances,
3 rules and regulations.

4 **19. Construction.** This Agreement reflects the contributions of both parties and
5 accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret
6 any uncertainty.

7 **20. Governing Law.** This Agreement shall be interpreted and governed under the laws
8 of the State of California without reference to California conflicts of law principles. Any
9 litigation arising out of this Agreement shall be brought in Tulare County California. City
10 waives the removal provisions of California code of Civil Procedure Section 394.

11 **21. Conflict with Laws or Regulations/Severability.** This Agreement is subject to
12 all applicable laws and regulations. If any provision of this Agreement is found by any court
13 or other legal authority, or is agreed by the parties, to be in conflict with any code or
14 regulation governing its subject, the conflicting provision shall be considered null and void.
15 The remainder of the Agreement shall continue in full force and effect.

16 **22. Headings.** Section headings are provided for organizational purposes only and do
17 not in any manner affect the scope, meaning or intent of the provisions under the headings.

18 **23. No Third Party Beneficiaries.** Unless specifically set forth, the parties to this
19 Agreement do not intend to provide any other party with any benefit or enforceable legal or
20 equitable right or remedy.

21 **24. Waivers.** The failure of either party to insist on strict compliance with any
22 provision of this Agreement shall not be considered a waiver of any right to do so, whether
23 for that breach or any subsequent breach. The acceptance by either party of either
24 performance or payment shall not be considered to be a waiver of any preceding breach of
25 the Agreement by the other party.

26 **25. Exhibits and Recitals.** The Recitals and the Exhibits to this Agreement are fully
27 incorporated into and are integral parts of this Agreement.

28 **26. Further Assurances.** Each party agrees to execute any additional documents and
29 to perform any further acts which may be reasonably required to effect the purposes of this
30 Agreement.

31 **27. Assurances of Non-Discrimination.** City expressly agrees that it will not
32 discriminate in employment or the provision of services on the basis of any characteristic or
33 condition upon which discrimination is prohibited by state or federal law or regulation.

34 **28. Assignment/Subcontracting.** Neither party shall assign or transfer any rights or
35 privileges or any parts thereof of this agreement without the other's prior written consent.

1 29. **Drivers.** The parties shall require that all transit drivers meet all licensing
2 requirements of the State of California.
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1 //IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date
2 first above written.

3
4 COUNTY OF TULARE

5
6
7 By _____
8 Chairman, Board of Supervisors
9 "County"

10
11 ATTEST:
12 County Administrative Officer/
13 Clerk of the Board of Supervisors.

14
15
16 By _____
17 Deputy

18
19 CITY OF LINDSAY

20
21 By Pan Kimball, Mayor
22 Title:
23 "City"
24

25
26 ATTEST: City Clerk,
27 CITY OF LINDSAY

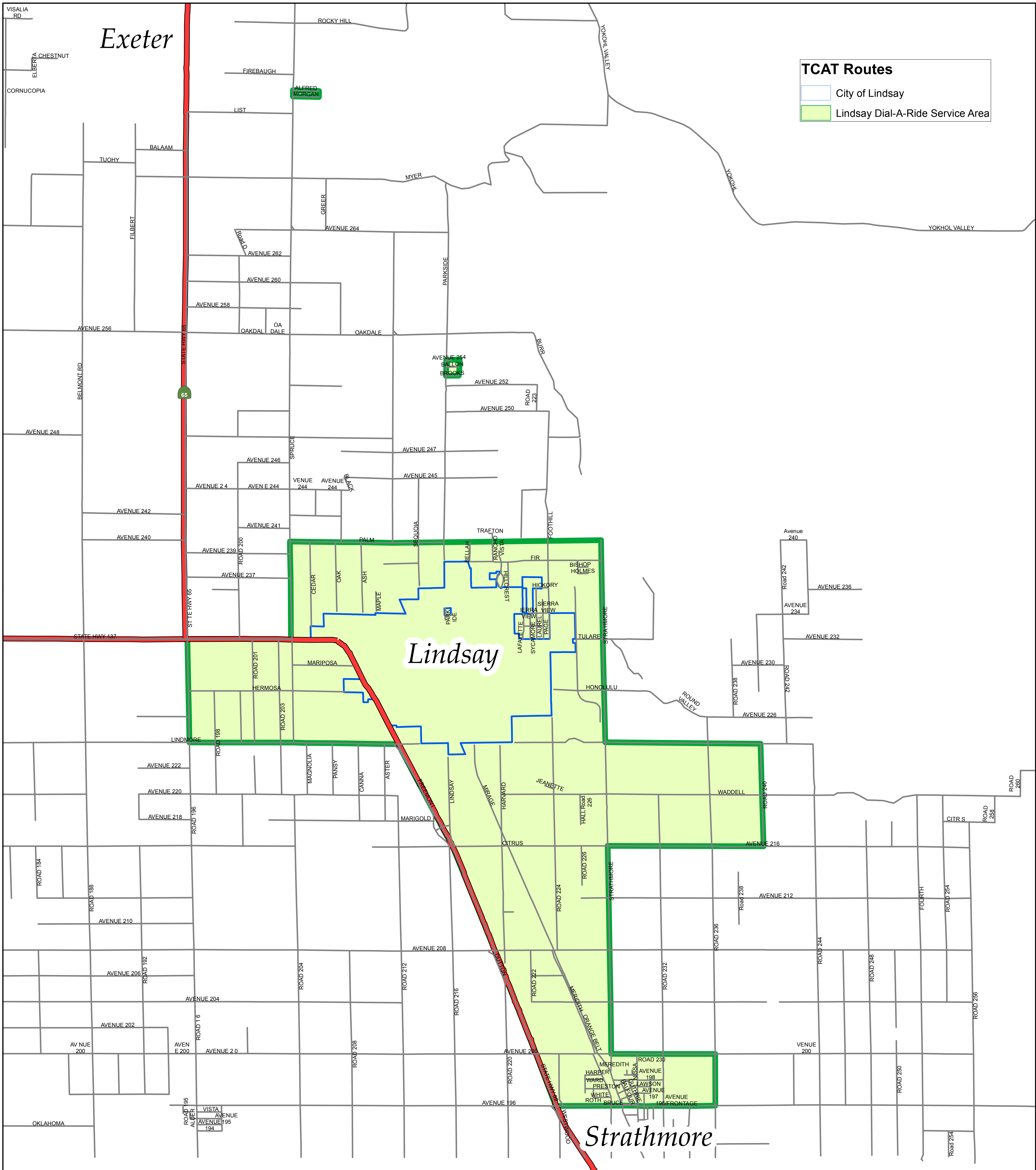
28
29
30 By [Signature]
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34 Approved as to form,
35 County Counsel

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37 By [Signature] 2019624
38 Deputy 4/22/19
39

EXHIBIT "A" BOUNDARY MAP

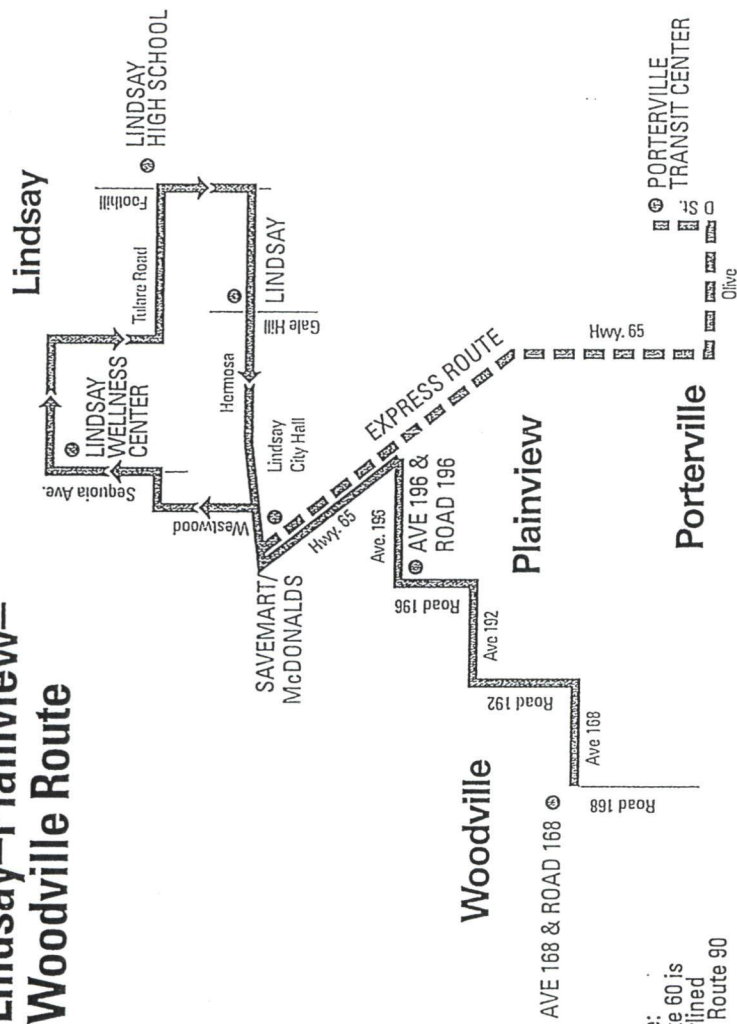
Lindsay Area Dial-A-Ride Service Area



60 Lindsay-Plainview-Woodville Route

Pass Sales Outlets

- Porterville Transit Center 35 W. Oak St., Porterville
- Tulare County Government Plaza 5961 S. Mooney Blvd., Visalia
- Tulare Transit Center 360 N. 'K' St., Tulare
- Visalia Transit Center Oak & Santa Fe, Visalia



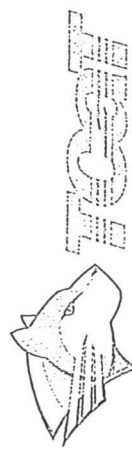
This map is NOT to scale

Exhibit B

Note: Route 60 is interlined with Route 90

LINDSAY	PLAINVIEW Ave. 196 & Rd. 196	WOODVILLE Ave. 168 & Rd. 168	PORTERVILLE
LINDSAY Savemart/ McDonalds	PLAINVIEW Ave. 196 & Rd. 196	WOODVILLE Ave. 168 & Rd. 168	PORTERVILLE Transit Center
7:45	6:20	6:30	7:00
12:15	8:00	8:10	8:40
2:30	12:30	12:40	1:10
6:05	6:20	6:30	2:50
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	11:35	11:55	12:15
	1:15	2:10	2:30
	4:50	5:45	6:05

Light type = AM Bold type = PM



1-877-40 GO GREEN
Your Bus Info Help Line. 1-877-404-6473
www.gotularecounty.com