

Attachment A

THIRD AMENDMENT TO AGREEMENT FOR TRANSIT SERVICES

This Third Amendment to the Agreement for Transit Services between the Tulare County Association of Governments (TCAG) and Tulare County Area Transit (originally entered into on 12/14/2010) to provide transit services for the College of Sequoia (COS) students, is entered into by the Tulare County Association of Governments (TCAG) and Tulare County (hereinafter referred to as "AGENCY") effective as of August 1, 2012 (hereinafter referred to as "AGENCY Agreement No. 24817-C") with reference to the following:

WHEREAS, TCAG and AGENCY entered into a renewable agreement for transit services for College of Sequoias students during the Spring 2011, Fall 2011, and Spring 2012 semesters; and

WHEREAS, TCAG and AGENCY desire to amend said agreement to provide the same transit services for the Fall 2012 and Spring 2013 semester; and

WHEREAS, COS will collect all student transportation funds based on the total number of students paying fees, which will transfer to transit providers for transit services provided; and

WHEREAS, the COS Board of Trustees will contribute to the transportation funds for each COS student that is enrolled, per semester in the semester in which they are enrolled; and

WHEREAS, TCAG will retain up to 3% from the Board of Trustees and COS Student funds for administration costs as needed; and

WHEREAS, an additional \$25,000 from TCAG will be coordinated and supplemented to the program each semester for a total of \$50,000 and will be added to the transportation funds collected and the board of trustees contribution as additional revenue; and

WHEREAS, additional funding may be received from grants and may be applied during the contract period of this agreement; and

WHEREAS TCAG and AGENCY desire to have this amendment be effective as of August 1, 2012.

ACCORDINGLY, IT IS AGREED:

- I. **Paragraph 1. is amended to read: 1. TERM.** The Term of AGENCY Agreement No.24817 is amended to read: The term of the agreement shall commence on August 1, 2012 and shall expire at 11:59 PM on May 31, 2013 unless otherwise terminated as provided in this Agreement. The agreement will be renewable for similar or different terms and conditions upon mutual agreement between TCAG, COS, and AGENCY and

between TCAG and the additional agencies: City of Visalia (Visalia Transit, Visalia Towne Trolley), City of Tulare (Tulare Intermodal Express), City of Dinuba (Dinuba Area Regional Transit/Dinuba Connection), City of Porterville (Porterville Transit), Tulare County (Tulare County Area Transit), and Kings Area Rural Transit (KART) for transit service in Tulare and Kings County.

- II. **Paragraph 3. is amended to read: 3. PAYMENT.** COS agrees to transfer all transportation funds collected plus the Board of Trustees contribution to TCAG quarterly on or before the following dates: August 1, October 1, January 1, April 1. TCAG agrees to transfer those funds at the end of each semester (after December 31 and May 31) to participating agencies within 10 business days of receiving all COS student ridership data summaries for the semester. Monthly student ridership is due the 15th day of every month. If the 15th falls on a weekend or holiday, the data will be due the following Monday. The first deadline for data submittal by the AGENCY is Monday, September 17, 2012. TCAG will disburse the funds to AGENCY based on their proportional share of monthly student ridership. The revised formula to calculate the AGENCY's percentage share of total program revenues is as follows:

$$\frac{(50\% \text{ of AGENCY passenger percentage} + 50\% \text{ of AGENCY mileage percentage}) \times \text{Total Semester fares available}}{\text{Total Semester fares available}}$$

If AGENCY fails to provide the ridership data by the 15th of the month, their distribution for that month will be based on one-half of their previous month's ridership data. If data is not provided by the AGENCY for the first month of operation, the AGENCY will forfeit that month's distribution and any subsequent months until a base month is established. Funds will be paid in full for the total semesters ridership after final ridership is submitted after December 31, 2012 for the Fall 2012 semester and after May 31, 2013 for the Spring 2013 semester.

- III. Add a paragraph number 20 to read as follows: 20. **EXHIBITS AND RECITALS.** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- IV. Except as provided above, all other terms and conditions of AGENCY Agreement No. 24817 shall remain in full force and effect.
- V. This amendment shall become effective on August 1, 2012

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

**TULARE COUNTY ASSOCIATION
OF GOVERNMENTS**

Date _____

By _____
Chair, TCAG

ATTEST: TED SMALLEY
Executive Director
Tulare County Association of Governments

By _____
Executive Director, TCAG

AGENCY (County of Tulare)

By _____
Chairman, Board of Supervisors

Date _____

ATTEST:

By _____
County Administrative Office
Clerk of the Board of Supervisors


Approved as to Form

TCAG County Counsel

By _____
Deputy County Counsel

Date _____

AGENCY County Counsel

By  _____
2012/4/23

Date 9 / 18 / 12 _____