

COUNCIL AGENDA: AUGUST 20, 2013

SUBJECT: APPROVAL OF THE FIFTH AMENDMENT TO THE AGREEMENT FOR TRANSIT SERVICES FOR COLLEGE OF SEQUOIA STUDENTS

SOURCE: Public Works Department - Transit

COMMENT: On December 14, 2010, the College of Sequoia (COS) entered into an agreement between the Tulare County Association of Governments and all Tulare County transit agencies to provide students with an unlimited fixed route transit pass valid on Tulare County fixed route Bus Services and Kings Area Rural Transit fixed routes. The Tulare and Kings County bus service includes the following transit providers: City of Visalia, City of Tulare, City of Dinuba, City of Porterville, Kings Area Rural Transit and the County of Tulare.

The term of the existing agreement expired on July 31, 2013. The amended agreement allows TCAG and the City of Porterville to enter into a renewable agreement for transit services during the Fall 2013, Spring 2014 semesters, and the Summer 2014 session for transit services for College of the Sequoias students, which commenced on August 1, 2013.

The amended agreement attached was reviewed by all of the transit providers in both the County of Tulare and Kings County and they were requested to take this agreement before their respective governing boards for approval.

In an effort to develop a similar agreement with Porterville College, staff has met with college representatives to open discussions on the possibilities. Staff will continue to meet with college representatives and the student body to develop a similar agreement in the very near future. A vote by the college student body along with Council approval will be required to implement any student pass program.

It will be staff's recommendation that similar agreements with the other transit providers in the area enter into this student pass agreement as well to provide county-wide participation and regional mobility to all Porterville College students.

Dir BR Appropriated/Funded N/A CM J

Item No. 8

RECOMMENDATION: That the City Council:

1. Approve the attached Fifth Amendment to Agreement for Transit Services;
2. Authorize the Mayor, City Clerk and City Attorney to execute the Fifth Amendment to Agreement for Transit Services; and
3. Authorize staff to forward the executed Amended Agreement for Transit Services to TCAG.

ATTACHMENT: Fifth Amendment to Agreement for Transit Services

FIFTH AMENDMENT TO AGREEMENT FOR TRANSIT SERVICES

This Fifth Amendment to the Agreement for Transit Services between the Tulare County Association of Governments (TCAG) and the City of Porterville (originally entered into on December 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 the City of Porterville (hereinafter referred to as "AGENCY") effective as of August 1, 2013 (hereinafter referred to as "AGENCY Agreement entered into on December 14, 2010") 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, Spring 2012, Fall 2012, Spring 2013 semesters, and the Summer 2013 session; and

WHEREAS, TCAG and AGENCY desire to amend said agreement to provide the same transit services for the Fall 2013 and Spring 2014 semesters and Summer 2014 Session; 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 for the Fall 2013 and Spring 2014 semesters 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 or other sources and may be applied as revenue during the contract period of this agreement; and

WHEREAS TCAG and AGENCY desire to have this amendment be effective as of August 1, 2013.

ACCORDINGLY, IT IS AGREED:

- I. Paragraph 1. is amended to read: 1. TERM. The Term of AGENCY Agreement entered into on December 14, 2010 is amended to read: The term of the agreement shall

commence on August 1, 2013 and shall expire at 11:59 PM on July 31, 2014 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, May 31, July 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 16, 2013. 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:

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

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, 2013 for the Fall 2013 semester, after May 31, 2014 for the Spring 2014 semester, and after July 31, 2014.

- III. Except as provided above, all other terms and conditions of AGENCY Agreement entered into on December 14, 2010 shall remain in full force and effect.
- IV. This amendment shall become effective on August 1, 2013
- V. A new Agreement with transit providers will be established in Fiscal Year 2014/15 starting with the Fall 2014 semester.

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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 (City of Porterville)

By _____
Mayor

Date _____

ATTEST: JOHN LOLLIS
City Manager
AGENCY

By _____
City Manager, City of Porterville

Approved as to Form
TCAG County Counsel

By _____
Deputy County Counsel

Date _____

AGENCY Legal Counsel

By _____

Date _____