

**TRANSIT PROVIDER AGREEMENT**  
**FOR TRANSIT SERVICES FOR THE COLLEGE OF THE SEQUOIAS**  
**STUDENT TRANSIT PASS PROGRAM**  
**BETWEEN THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS**  
**(TCAG)**  
**AND \_\_\_\_\_**

This Agreement is made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ 2025, by and between the Tulare County Association of Governments, hereinafter referred to as "TCAG," and \_\_\_\_\_, hereinafter referred to as "Agency," effective January 1, 2025.

**RECITALS**

WHEREAS, in September 2010 College of the Sequoias (COS) students voted to implement a mandatory transportation fee of \$5 per full-time student, and \$4 per part-time student, which would provide students with an unlimited fixed route transit pass valid on Tulare County fixed route bus services (excluding Sequoia Shuttle) and Kings Area Rural Transit fixed routes; and

WHEREAS, in May 2014 COS students voted to implement an additional mandatory fee of \$5 per full-time and part-time student to contribute to the existing COS Student Transit Pass Program; and

WHEREAS, the transit services available to registered students will include fixed route services on the following transit systems: Visalia Transit, Porterville Transit, and Tulare County Regional Transit Agency (TCRTA); and

WHEREAS, the COS Board of Trustees will contribute \$1.00 to the transportation fund for each COS student that is enrolled, per semester in the semester in which they are enrolled; and

WHEREAS, COS students will not receive student transit program identification valid on participating fixed route transit unless they have paid their student transportation fees for the semester; and

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

WHEREAS, COS will collect all transportation funds and provide to TCAG, based on the total number of students paying fees; and

WHEREAS, Agency will track transit ridership by students using valid COS identification cards using a tracking method approved by TCAG; and

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WHEREAS, Agency will submit ridership data for student passengers using valid COS student identification to TCAG following the conclusion of each semester; and

WHEREAS, Agency will submit the average miles per passenger for participating fixed route systems only from each year's State Controller's Report or National Transit Database reporting; and

WHEREAS, TCAG will retain 1% from the Board of Trustees and COS Student funds for administration costs; and

WHEREAS, if Agency fails to submit appropriate COS student ridership data by the 21<sup>st</sup> day of the month following the end of the semester, the Agency agrees to accept payment based on one-half of their previous semester's ridership data; and

WHEREAS, TCAG shall distribute fifty-percent of received funds to participating transit providers based on ridership and mileage criteria; and

WHEREAS, TCAG shall distribute fifty-percent of received funds to transit providers based on new and expanded service costs incurred by transit providers as a direct result of COS student riders; and

WHEREAS, TCAG shall determine the criteria for determining new and expanded service costs incurred as a direct result of COS student riders, with input from transit providers, and will approve amounts payable; and

WHEREAS, TCAG shall adopt criteria for determination of new and expanded service costs, and the first proposal for criteria parameters will be presented to the TCAG Board in September 2024; and

WHEREAS, this agreement shall be valid for the Fall 2014 academic semester through the Fall 2020 academic semester, unless otherwise amended or superseded.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** This agreement shall commence on January 1, 2025, and shall expire at 11:59 PM on January 1, 2031, unless otherwise terminated, amended, or superseded. The agreement will be renewable for similar or different terms and conditions upon mutual agreement between all parties.
2. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms and conditions of this agreement, TCAG is an independent contractor, and not an officer, agent, or employee of Agency.
3. **PAYMENT.** TCAG agrees to transfer the funds received by COS (less administrative and material costs) after the conclusion of each semester/session in which funds are collected to participating agencies within 20 business days of receiving the funds, and once all COS student ridership data and average passenger mileage is received

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for the semester/session. Ridership totals are to be submitted following the close of each semester and are due by the 21<sup>st</sup> of the month following the end of the previous semester. If the 21<sup>st</sup> falls on a weekend, the data is due the following working day. If Agency fails to submit the required data by the 21<sup>st</sup> of the month after the prior semester, Agency agrees to accept payment based on one-half of their previous month's ridership.

TCAG will disburse fifty percent of the funds received (less administrative and material costs) to transit providers based on the following formula: 50% of applicable semester/session funds in proportion to provider's share of student ridership and 50% of applicable semester/session funds in proportion to provider average passenger mile percentage as reported in Agency's annual State Controller Report (SCR). Ridership shall be tracked by the Agency through the Agency operations contractor/employees and submitted in a report. Agency shall make available the source documents to verify that report if requested by TCAG.

TCAG will disburse funds from the other fifty-percent of those received (less administration) to transit providers based on new and expanded service costs incurred by transit providers as a direct result of COS student riders. Said expenses must be for service expansion or capital improvements made after the commencement of this agreement that are attributable in part or in whole to COS student ridership. Service costs and capital costs exceeding \$5,000 shall be reimbursed in proportion to student ridership on the route or routes in question. Capital costs of \$5,000 or less that are incurred because of COS student pass program ridership shall be reimbursed in full.

If the latter defined fifty-percent of funds exceeds the approved amount of costs incurred, TCAG will hold those funds for future said expenses. If the funds are less than the approved costs incurred, TCAG will disperse funds up to the payable amount as they come in. In the instance that multiple agencies are owed amounts for this portion of funds, funds will be paid out proportionately based on amount owed to each agency.

4. **ADMINISTRATION COSTS.** In consideration of the above payments and other activities associated with the program's administration, TCAG will retain 1% of total funds for administration costs. Funds received for the program shall also pay for proper identification for student riders. Student identification shall be updated every semester/session.
5. **DEFAULT.** Upon default by TCAG or Agency in any of the covenants or conditions of this agreement, TCAG or Agency may terminate agreement upon 60 days advance written notice to the defaulting party.
6. **AMENDMENTS.** This agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

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7. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **BINDING EFFECT.** This agreement is for the benefit of and shall be binding on all parties and their respective successors, heirs, and assigns.
9. **ATTORNEYS' FEES AND COSTS.** Each party shall bear its own attorneys' fees and costs for all such fees and costs incurred prior to the date of execution of this agreement.
10. **BREACH OF AGREEMENT.** If either party breaches this agreement, the prevailing party shall be entitled to all damages reasonably flowing from the breach.
11. **INDEMNIFICATION.** Agency and TCAG shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of Agency or TCAG or its agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against either party alleging civil rights violations by such party under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.
12. **EXECUTION IN COUNTERPARTS.** This agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy of an original, with all signatures appended together, shall be deemed a fully executed agreement.
13. **SEVERABILITY.** If any provision of this agreement is held to be void, voidable, or unenforceable, the remaining portions of the agreement shall remain in full force and effect.
14. **INTERPRETATION.** The language of all parts of this agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
15. **COMPLIANCE WITH LAW.** TCAG agrees to perform the services contemplated by this agreement in a professional and a competent manner and in compliance with all state or federal laws or regulations governing the services to be rendered pursuant to this agreement.
16. **BOARD APPROVAL.** The parties recognize that the effectiveness of this agreement is contingent upon approval by the Agency and TCAG.

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17. **OTHER DOCUMENTS/ACTS.** The parties agree to work together diligently and to execute related documents and perform related acts necessary for the successful performance of this agreement.
18. **ENTIRE AGREEMENT.** This agreement and its attachments, if any, constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this agreement. All prior understandings, terms, or conditions are deemed merged into this agreement and its attachments.
19. **NOTICES TO PARTIES.** All notices to be given to the parties to this agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to TCAG should be addressed to:

Tulare County Association of Governments  
210 N. Church Street, Suite B  
Visalia, CA 93291

Notices to Agency should be addressed to:

XXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first herein above written.

## TULARE COUNTY ASSOCIATION OF GOVERNMENTS:

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Signature	Date
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Ted Smalley, Executive Director

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Name and Title

(AGENCY NAME)

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Signature	Date
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Name and Title

Attest: \_\_\_\_\_

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Name and Title

Date