



Tulare County Regional Transit Agency

AGENDA

October 20, 2025

3:30 PM

Meeting Location:

200 E. Center Avenue

Visalia, CA 93291

NOTE: This meeting will allow the public to participate in the meeting via Microsoft Teams using the following link:

[**Join the meeting now**](#)

Meeting ID: 248 953 725 015

Passcode: p6Xz3s38

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 Regional Transit Agency ("TCRTA") office at 559-623-0832 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 TCRTA office.

- I. CALL TO ORDER, WELCOME, AND ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT**

NOTICE TO THE PUBLIC PUBLIC COMMENT PERIOD

At this time, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCRTA 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.

IV. CONSENT CALENDAR ITEMS:

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Action / Discussion Items.

Request Approval of the Consent Calendar Items

- A.** Approve Minutes of September 15, 2025 (Pages 01-02)
- B.** Information: Monthly Ridership Summary (Pages 03-06)
- C.** Information: Monthly Budget Report (Pages 07-10)

- V.** Presentation: SoCal Gas – Renewable Gas Rebate Program

VI. ACTION/ DISCUSSION ITEMS:

- A.** Action: Approve Reso 2025-043 TCRTA Participation in Regional Uniform Fare Program (Pages 11-14)
- B.** Action: Consideration of a Pilot Fixed-Route Service between the Cities of Corcoran and Tulare (Pages 15-15)
- C.** Action: Approve Reso 2025-044 TCRTA Website Contract Renewal (Pages 17-39)
- D.** Action: Approve Reso 2025-045– Fiscal Audit Contract Extension (Pages 41-45)
- E.** Discussion: TCRTA Branding – Design Concept (Pages 47-51)
- F.** Action: TCRTA November Cancellation and Reschedule of December Board Meeting (Pages 53-54)
- G.** TCRTA Website – Live Bus Tracker Demonstration

VII. OTHER BUSINESS:

- A.** Requests from Board Members for Future Agenda Items
- B.** Director's Report

VIII. ADJOURN:

The next regularly scheduled Tulare County Regional Transit Agency (TCRTA) Board meeting will be **Monday, November 17, 2025, and will take place at 3:30 pm** at the Tulare County Regional Transit Agency (TCRTA), 200 E. Center Avenue, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

BOARD OF DIRECTORS

ALTERNATE

AGENCY

Maribel Reynosa – Vice Chair

Kuldip Thusu

City of Dinuba

Vicki Riddle

Frankie Alves

City of Exeter

Greg Gomez

Armando Hinojosa

City of Farmersville

Misty Villarreal

Joe Soria

City of Lindsay

Terry Sayre

Patrick Isherwood

City of Tulare

Jose Martinez

Rudy Mendoza

City of Woodlake

Larry Micari - Chair

Amy Shuklian

County of Tulare

Vacant

Vacant

Tule River Tribe

EX OFFICIO MEMBERS

Georgina Landecho, CalVans

Liz Wynn, TCAG Public Transit Representative

TCRTA STAFF

Derek Winning, TCRTA Executive Director

Juana Sierra Perez, TCRTA Finance Manager

Vacant, TCRTA Transit Planning Manager

Chris Acevedo, TCRTA Transit Analyst

Sina Davoudi Kanderagh, TCRTA Transit Analyst

Vacant, TCRTA Transit Analyst

Ashlee Compton, TCRTA Transit Coordinator

Danielle Puder, TCRTA Accountant

Alissa Kennedy, TCRTA Administrative Clerk I

*Thomas Degn, County Counsel

TCRTA
200 E. Center Avenue
Visalia, CA 93291
Phone: (559) 623-0832
www.gotcрта.org

Tulare County Regional Transit Agency (TCRTA)

2025 Board Meeting Schedule

Date	Location
January 27, 2025*	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
February 24, 2025*	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
March 17, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
April 21, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
May 19, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
June 16, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
July 21, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
August 18, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
September 15, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
October 20, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
November 17, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
December 15, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291

The TCRTA Board meets at 3:30 pm. Most meetings fall on the third Monday of each month. Meeting dates with asterisks have been changed due to holidays and/or calendar conflicts.

Meetings will be held at the location noted above for each month, unless otherwise noted in that month's agenda.

**Tulare County Regional Transit Agency
Board Meeting Minutes
September 15, 2025, 3:30 p.m.**

Members Present: Reynosa, Riddle, Villarreal, Martinez, Micari, Hinojosa

Members Absent:

Non-Voting Alternates:

Ex Officio Present:

Staff Present: Derek Winning, Juana Sierra-Perez, Chris Acevedo, Ashlee Compton,
Alissa Kennedy, Danielle Puder

Counsel Present: Thomas Degn

***Board member attended online or due to emergency or just cause.**

I. CALL TO ORDER:

Board Chair Micari called the meeting to order at 3:30p.m.

II. PLEDGE OF ALLEGIANCE:

Led by Director Hinojosa

III. PUBLIC COMMENT:

None

IV. CONSENT CALENDAR ITEMS:

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Action / Discussion Items.

Request Approval of the Consent Calendar Items

- A.** Approve Minutes of September 15, 2025
- B.** Information: Monthly Ridership Summary
- C.** Information: Monthly Budget Report
- D.** Action: Approve Reso-037 FY 2025-2026 TCRTA State of Good Repairs (SGR) Project List

M: Martinez

S: Villarreal

Notes: Consent calendar approval passed unanimously.

V. ACTION/ DISCUSSION ITEMS:

- A.** Action: Approve Reso 2025-038 TCRTA FY25 Transportation Development Act (TDA) Claims

M: Reynosa

S: Riddle

Notes: Resolution 2025-038 passed unanimously

Item IV-A

- B.** Action: Approve Reso 2025-039 TCRTA – Microtransit Pilot Authorize Executive Director Discretion

M: Martinez

S: Reynosa

Notes: Resolution 2025-039 passed unanimously.

- C.** .Action: Approve Reso 2025-040 Tulare Transit Center – Surveillance Equipment

M: Reynosa

S: Riddle

Notes: Resolution 2025-040 passed unanimously

- D.** Public Hearing: TCRTA 2026 Disadvantaged Business Enterprise (DBE) Program Goal

Notes: As a requirement to receive these funds through FTA, we must submit a DBE plan every 3 years.

- E.** Action: Approve Reso 2025-041 TCRTA FY 2023-2024 Fiscal Audit – Accept

M: Martinez

S: Villarreal

Notes: Resolution 2025-041 passed unanimously.

- F.** Information: Finance TAC-Update

Notes: Every invoice from 2022-2024 was reviewed and accounted for. New Methodology was used to approve the prior 2024 budget.

- G.** Discussion: TCRTA Branding – Design Concept 2

VI. OTHER BUSINESS:

- A.** Requests from Board Members for Future Agenda Items

Notes: Micari requesting a discussion of bringing Microtransit to City of Corcoran.
Riddle requesting a comparison of ridership between Farmersville and Exeter.

- B.** Director's Report

Report: None.

VII. ADJOURN:

The meeting adjourned at 4:45p.m. Chair Micari confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on **Monday, October 20, 2025, and will take place at 3:30 PM.** at the Tulare County Regional Transit Agency (TCRTA), 200 E. Center Avenue, Visalia, CA 93291.

AGENDA ITEM IV-B: FY 2025-2026 Ridership Summary Report

TCRTA	FIXED ROUTE													Comments
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	ANNUAL	
OPERATING DAYS														
Weekday	22	22	20	23	18	19	21	19	21	22	21	21	249	
Saturday	4	5	4	4	5	4	4	4	5	4	5	4	52	
Sunday	4	4	5	4	6	7	5	5	5	3	4	5	57	
TOTAL OPERATING DAYS	30	31	29	31	29	30	30	28	31	29	30	30	358	
FIXED ROUTE RIDERSHIP														
Dinuba: D1	503	UNAV	UNAV	0	0	0	0	0	0	0	0	0	503	Genfare Probing Issues for Aug 25 and Sep 25
D2	370	UNAV	UNAV	0	0	0	0	0	0	0	0	0	370	Genfare Probing Issues for Aug 25 and Sep 25
D3	142	UNAV	UNAV	0	0	0	0	0	0	0	0	0	142	Genfare Probing Issues for Aug 25 and Sep 25
D4	424	UNAV	UNAV	0	0	0	0	0	0	0	0	0	424	Genfare Probing Issues for Aug 25 and Sep 25
(Dinuba Connection) DC	472	UNAV	UNAV	0	0	0	0	0	0	0	0	0	472	Genfare Probing Issues for Aug 25 and Sep 25
(Dinuba High School Loop) DL	N/A	N/A	57	0	0	0	0	0	0	0	0	0	57	
Dinuba Totals	1,911	0	0	0	0	0	0	0	0	0	0	0	1,911	
Tulare: T1	1,737	1,952	1,854	0	0	0	0	0	0	0	0	0	5,543	
T2	1,866	2,143	1,943	0	0	0	0	0	0	0	0	0	5,952	
T3	2,231	2,470	2,389	0	0	0	0	0	0	0	0	0	7,090	
T4	2,742	2,896	2,479	0	0	0	0	0	0	0	0	0	8,117	
T5	1,385	1,709	1,780	0	0	0	0	0	0	0	0	0	4,874	
T6	914	1,727	1,868	0	0	0	0	0	0	0	0	0	4,509	
(Tulare) 11X	2,088	3,028	2,967	0	0	0	0	0	0	0	0	0	8,083	
Tulare Totals	12,963	15,925	15,280	0	0	0	0	0	0	0	0	0	44,168	
Commuter: C10	2,733	3,444	3,511	0	0	0	0	0	0	0	0	0	9,688	
C20	1,439	1,491	1,752	0	0	0	0	0	0	0	0	0	4,682	
C30	2,252	3,002	2,971	0	0	0	0	0	0	0	0	0	8,225	
C40	1,737	3,149	3,063	0	0	0	0	0	0	0	0	0	7,949	
C70	62	UNAV	UNAV	0	0	0	0	0	0	0	0	0	62	Genfare Probing Issues for Aug 25 and Sep 25
C80	58	UNAV	UNAV	0	0	0	0	0	0	0	0	0	58	Genfare Probing Issues for Aug 25 and Sep 25
C90	358	UNAV	UNAV	0	0	0	0	0	0	0	0	0	358	Genfare Probing Issues for Aug 25 and Sep 25
County Totals	8,639	11,086	11,297	0	0	0	0	0	0	0	0	0	31,022	
Tule River Tribe (TR)	46	75	66	0	0	0	0	0	0	0	0	0	187	
TOTAL RIDERSHIP	23,559	27,086	26,643	0	0	0	0	0	0	0	0	0	77,288	

AGENDA ITEM IV-B: FY 2025-2026 Ridership Summary Report

TCRTA	ON-DEMAND														
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	ANNUAL	Comments	
PARATRANSIT RIDERSHIP															
Dinuba	206	233	227	0	0	0	0	0	0	0	0	0	666		
Lindsay	84	69	62	0	0	0	0	0	0	0	0	0	215		
County	92	95	84	0	0	0	0	0	0	0	0	0	271		
Tulare	494	497	450	0	0	0	0	0	0	0	0	0	1,441		
Woodlake	164	154	188	0	0	0	0	0	0	0	0	0	506		
TOTAL RIDERSHIP	1,040	1,048	1,011	0	0	0	0	0	0	0	0	0	3,099	Service commingled with Microtransit	
MICROTRANSIT RIDERSHIP															
Dinuba	298	279	271	0	0	0	0	0	0	0	0	0	848		
Exeter	18	15	15	0	0	0	0	0	0	0	0	0	48		
Farmersville	72	86	140	0	0	0	0	0	0	0	0	0	298		
Goshen	26	36	49	0	0	0	0	0	0	0	0	0	111		
Ivanhoe	46	41	44	0	0	0	0	0	0	0	0	0	131		
Lindsay	64	78	113	0	0	0	0	0	0	0	0	0	255		
Orosi-Cutler	31	31	17	0	0	0	0	0	0	0	0	0	79		
Porterville	44	58	121	0	0	0	0	0	0	0	0	0	223		
County	229	262	242	0	0	0	0	0	0	0	0	0	733		
Tulare	619	880	858	0	0	0	0	0	0	0	0	0	2,357		
Visalia	361	416	479	0	0	0	0	0	0	0	0	0	1,256		
Woodlake	35	30	40	0	0	0	0	0	0	0	0	0	105		
TOTAL RIDERSHIP	1,843	2,212	2,389	0	0	0	0	0	0	0	0	0	6,444	Service commingled with Paratransit	
Rider Account Creations	279	381	342										1,002		

TCRTA	SERVICES PROVIDED BY VISALIA TRANSIT														
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	ANNUAL	Comments	
FIXED ROUTE RIDERSHIP															
Exeter Boardings (Route 9)	688	956	990	0	0	0	0	0	0	0	0	0	2,634		
TOTAL EXETER RIDERSHIP	688	956	990	0	0	0	0	0	0	0	0	0	2,634		
Farmersville Boardings (Route 9)	607	883	1096	0	0	0	0	0	0	0	0	0	2,586		
Farmersville Boardings (Route 12)	383	409	188	0	0	0	0	0	0	0	0	0	980		
TOTAL FARMERSVILLE RIDERSHIP	990	1292	1,284	0	0	0	0	0	0	0	0	0	3,566		
DIAL-A-RIDE RIDERSHIP															
Trips from Exeter	92	77	85	0	0	0	0	0	0	0	0	0	254		
Trips to Exeter	69	72	78	0	0	0	0	0	0	0	0	0	219		
TOTAL EXETER RIDERSHIP	161	149	163	0	0	0	0	0	0	0	0	0	473		
Trips from Farmersville	27	39	38	0	0	0	0	0	0	0	0	0	104		
Trips to Farmersville	24	33	33	0	0	0	0	0	0	0	0	0	90		
TOTAL FARMERSVILLE RIDERSHIP	51	72	71	0	0	0	0	0	0	0	0	0	194		

AGENDA ITEM IV-B-1: FY 2024-2025 Ridership Summary Report

TCRTA	FIXED ROUTE														Comments
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	ANNUAL		
OPERATING DAYS															
Weekday	22	22	20	23	18	19	21	19	21	22	21	21	249		
Saturday	4	5	4	4	5	4	4	4	5	4	5	4	52		
Sunday	4	4	5	4	6	7	5	5	5	3	4	5	57		
TOTAL OPERATING DAYS	30	31	29	31	29	30	30	28	31	29	30	30	358		
FIXED ROUTE RIDERSHIP															
Dinuba: D1	709	595	549	666	504	686	589	694	716	684	419	635	7,446		
D2	670	693	678	966	740	659	468	662	683	709	445	567	7,940		
D3	196	258	259	432	311	192	148	92	87	87	36	87	2,185		
D4	421	702	608	711	471	322	329	259	353	377	205	480	5,238		
(Dinuba Connection) DC	198	1,174	1,318	1,318	1,201	574	852	1,207	1,392	1,236	293	335	11,098		
Dinuba Totals	2,194	3,422	3,412	2,411	3,227	2,433	2,386	2,914	3,231	3,093	1,398	2,104	32,225		
Tulare: T1	1,630	1,649	2,321	2,156	1,905	1,426	1,629	2,086	1,739	2,115	1,807	1,741	22,204		
T2	1,849	1,757	2,470	2,411	1,836	1,788	2,060	1,798	1,942	1,907	1,868	1,575	23,261		
T3	1,719	1,763	2,261	2,519	2,133	1,928	2,114	2,087	2,417	2,276	2,252	2,200	25,669		
T4	3,122	2,376	2,596	2,485	3,052	2,820	2,816	2,695	2,666	2,997	2,912	2,532	33,069		
T5	2,068	1,793	1,801	1,761	1,885	1,480	1,821	1,845	1,999	1,938	1,924	1,459	21,774		
T6	1,006	1,439	1,636	1,944	1,212	970	1,420	1,501	1,550	1,512	1,218	996	16,404		
(Tulare) 11X	1,721	2,266	2,570	3,280	2,941	2,645	3,283	2,879	3,271	2,937	2,772	2,089	32,654		
Tulare Totals	13,115	13,043	15,655	16,556	14,964	13,057	15,143	14,891	15,584	15,682	14,753	12,592	175,035		
Commuter: C10	2,483	3,508	3,677	4,498	3,873	3,642	3,915	3,957	4,456	3,920	2,662	3,013	43,604		
C20	1,514	1,643	1,819	1,871	1,717	1,663	1,628	1,489	1,609	1,712	1,482	1,268	19,415		
C30	2,387	2,284	3,204	3,338	3,769	3,166	3,171	3,424	3,602	3,385	3,019	2,808	37,557		
C40	2,274	2,963	2,862	3,165	2,957	2,887	4,046	3,764	4,302	3,278	3,387	2,090	37,975		
C70	49	49	55	37	45	69	70	91	87	78	79	33	742		
C80	57	62	82	46	82	84	73	73	50	31	44	16	700		
C90	213	330	550	545	391	415	348	494	308	245	322	139	4,300		
County Totals	8,977	10,839	12,249	13,500	12,834	11,926	13,251	13,292	14,414	12,649	10,995	9,367	144,293		
Tule River Tribe (TR)	59	56	36	45	49	55	61	41	87	109	115	71	784	Service reinstated on April 1, 2024	
TOTAL RIDERSHIP	24,345	27,360	31,352	32,512	31,074	27,471	30,841	31,138	33,316	31,533	27,261	24,134	352,337		

AGENDA ITEM IV-B-1: FY 2024-2025 Ridership Summary Report

TCRTA	ON-DEMAND													Comments
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	ANNUAL	
PARATRANSIT RIDERSHIP														
Dinuba	71	89	94	121	124	113	103	98	131	140	169	133	1,386	
Lindsay	33	68	38	40	56	50	46	55	54	59	53	73	625	
Tulare	220	360	366	483	400	376	381	302	374	390	426	361	4,439	
Woodlake	102	218	233	251	175	163	163	145	181	185	193	157	2,166	
County	97	43	63	88	65	82	93	77	72	104	102	86	972	
TOTAL RIDERSHIP	523	778	794	983	820	784	786	677	812	878	943	810	9,588	Service commingled with Microtransit
MICROTRANSIT RIDERSHIP														
Dinuba	239	285	268	364	312	340	327	293	338	359	352	312	3,789	
Exeter											13	7	20	
Farmersville	29	51	67	79	23	24	43	32	32	42	52	45	519	
Lindsay	49	70	87	87	97	62	83	106	116	85	77	71	990	
Tulare	160	361	357	517	506	421	511	516	488	566	618	555	5,576	
Woodlake	38	41	35	55	81	144	109	88	98	67	81	60	897	
County	163	202	237	307	253	230	225	267	333	322	351	330	3,220	
Visalia	123	366	488	663	395	200	256	254	289	279	296	297	3,906	
TOTAL RIDERSHIP	801	1,376	1,539	2,072	1,667	1,421	1,554	1,556	1,694	1,720	1,840	1,677	18,917	Service commingled with Paratransit
Rider Account Creations	420	423	369	314	276	226	236	247	261	216	264	252	3,504	

TCRTA	SERVICES PROVIDED BY VISALIA TRANSIT													Comments
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	ANNUAL	
FIXED ROUTE RIDERSHIP														
Exeter Boardings (Route 9)	734	72	733	907	698	934	984	750	654	648	750	608	8,472	
TOTAL EXETER RIDERSHIP	734	72	733	907	698	934	984	750	654	648	750	608	8,472	
Farmersville Boardings (Route 9)	487	121	688	895	887	831	1,134	589	640	647	696	498	8,113	
Farmersville Boardings (Route 12)	459	629	514	399	427	571	419	570	702	841	705	508	6,744	
TOTAL FARMERSVILLE RIDERSHIP	946	750	1,202	1,294	1,314	1,402	1,553	1,159	1,342	1,488	1,401	1,006	14,857	
48														
DIAL-A-RIDE RIDERSHIP														
Trips from Exeter	117	61	84	168	110	69	69	65	55	53	63	26	940	
Trips to Exeter	117	77	83	173	119	73	79	70	63	56	69	28	1,007	
TOTAL EXETER RIDERSHIP	234	138	167	341	229	142	148	135	118	109	132	54	1,947	
Trips from Farmersville	78	38	32	64	63	24	27	20	29	29	27	18	449	
Trips to Farmersville	74	36	29	67	64	23	29	20	27	29	22	14	434	
TOTAL FARMERSVILLE RIDERSHIP	152	74	61	131	127	47	56	40	56	58	49	32	883	

Tulare County Regional Transit Agency

AGENDA ITEM IV-C

October 20, 2025

Prepared by Juana Sierra-Perez, Finance Manager

SUBJECT:

Action: Receive and File the Preliminary Financial Statement as of September 30, 2025.

BACKGROUND:

The following Preliminary Financial Statement for September 30, 2025, provides you with the Revenues and Expenditures and compares them to the YTD budget.

DISCUSSION:

These financial Statements for September 30, 2025, are preliminary, as the Fiscal Year 2024-2025 is closing, and other accruals are pending.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors receive and file the Preliminary Financial Statement as of September 30, 2025.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Preliminary Financial Statement for September 30, 2025



County of Tulare

Report Name: Listing of Revenues vs Budget

Report ID: BA-A203

Fiscal Year: 2026 | Accounting Period: 3 | Fund(s): 793-793 | Department: All | Unit: All

September 2025- Revenue

Report Date: 10/13/2025 | Report Time: 8:36 AM

RSRC DESCRIPTION	CURRENT PERIOD		YEAR TO DATE			
CODE - DESCRIPTION	COLLECTED REVENUE	RECOGNIZED REVENUE	COLLECTED REVENUE	RECOGNIZED REVENUE	CURRENT BUDGET	ADOPTED BUDGET

Fund: 793 - TCRTA JPA	Department: 793 - TCRTA JPA		Unit: 1000 - Tulare County			
4801 - Interest	50,791.12	50,791.12	50,791.12	50,791.12	1.00	1.00
5054 - State-Other	0.00	0.00	0.00	0.00	0.00	0.00
5700 - Fed-Other	(8,199,447.92)	(8,199,447.92)	(8,199,447.92)	(8,199,447.92)	0.00	0.00
5835 - Oth Revenue	0.00	0.00	3,037.73	3,037.73	0.00	0.00
5841 - O/L Warrants	0.00	0.00	0.00	0.00	1.00	1.00
5873 - Pub Trans	(3,376,434.78)	(3,376,434.78)	173,802.31	173,802.31	0.00	0.00
UNIT 1000 Totals:	(11,525,091.58)	(11,525,091.58)	(7,971,816.76)	(7,971,816.76)	2.00	2.00
DEPT 793 Totals:	(11,525,091.58)	(11,525,091.58)	(7,971,816.76)	(7,971,816.76)	2.00	2.00
FUND 793 Totals:	(11,525,091.58)	(11,525,091.58)	(7,971,816.76)	(7,971,816.76)	2.00	2.00
Report Totals:	(11,525,091.58)	(11,525,091.58)	(7,971,816.76)	(7,971,816.76)	2.00	2.00



County of Tulare

Report Name: Listing of Obligations and Budget
Report ID: BA-A103
Fiscal Year : 2026 | Accounting Period: 3 | Fund(s): 793 |
Department: All | Unit: All | Activity: All

September, 2025- Expenditure

Report ID: BA-A103 | Report Date: 10/13/2025 | Report Time: 8:30 AM

Object	Current Period			Year to Date				
Code - Description	Encumbrances	Expenditures	Total Obligations	Encumbrances	Expenditures	Total Obligations	Current Budget	Adopted Budget
Fund: 793 - TCRTA JPA Department: 793 - TCRTA JPA Unit: 1000 - Tulare County Activity:								
Appropriation: 793 - Department Tota								
6000 Salaries	0.00	0.00	0.00	0.00	0.00	0.00	954,895.00	954,895.00
6001 Alloc. Sal.	0.00	67,687.73	67,687.73	0.00	134,276.67	134,276.67	1.00	1.00
6002 Overtime	0.00	0.00	0.00	0.00	50.79	50.79	0.00	0.00
6003 Other Pay	0.00	2,267.45	2,267.45	0.00	4,486.22	4,486.22	1.00	1.00
6004 Benefits	0.00	7,119.66	7,119.66	0.00	15,599.66	15,599.66	1.00	1.00
6005 Extra Help	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00
6011 Retire-Co	0.00	9,900.05	9,900.05	0.00	20,387.16	20,387.16	1.00	1.00
6012 Soc Sec	0.00	5,324.75	5,324.75	0.00	10,682.81	10,682.81	1.00	1.00
6014 Pob	0.00	4,248.82	4,248.82	0.00	8,756.01	8,756.01	1.00	1.00
7000 Services	299,753.28	0.00	299,753.28	299,753.28	0.00	299,753.28	850,000.00	850,000.00
7005 Communicate	0.00	8,764.70	8,764.70	0.00	11,194.12	11,194.12	87,952.00	87,952.00
7010 Insurance	0.00	0.00	0.00	0.00	0.00	0.00	34,439.00	34,439.00
7021 Maint-Equip	0.00	0.00	0.00	0.00	0.00	0.00	943,438.00	943,438.00
7024 Maint-Bld-Im	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7036 Office Expen	(89.00)	3,741.02	3,652.02	950.27	5,673.47	6,623.74	18,012.00	18,012.00



County of Tulare

Report Name: Listing of Obligations and Budget
Report ID: BA-A103
Fiscal Year : 2026 | Accounting Period: 3 | Fund(s): 793 |
Department: All | Unit: All | Activity: All

September, 2025- Expenditure

Report ID: BA-A103 | Report Date: 10/13/2025 | Report Time: 8:30 AM

Object	Current Period			Year to Date				
Code - Description	Encumbrances	Expenditures	Total Obligations	Encumbrances	Expenditures	Total Obligations	Current Budget	Adopted Budget
Fund: 793 - TCRTA JPA Department: 793 - TCRTA JPA Unit: 1000 - Tulare County Activity:								
Appropriation: 793 - Department Tota								
7040 Courier	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7043 Prof & Spec	(14.45)	1,094,591.99	1,094,577.54	446.68	2,936,317.48	2,936,764.16	15,431,038.00	15,431,038.00
7062 Rent-Bldg	0.00	7,668.00	7,668.00	0.00	17,964.00	17,964.00	72,058.00	72,058.00
7066 Spc Dept Exp	164,177.35	213,520.71	377,698.06	3,553,941.67	294,419.85	3,848,361.52	4,804,625.00	4,804,625.00
7073 Training	0.00	0.00	0.00	0.00	0.00	0.00	12,806.00	12,806.00
7074 Trans & Trav	0.00	0.00	0.00	0.00	0.00	0.00	16,754.00	16,754.00
7081 Utilities	0.00	30,710.32	30,710.32	0.00	76,319.27	76,319.27	142,631.00	142,631.00
7421 Int-Late Pay	0.00	131.06	131.06	0.00	131.06	131.06	1.00	1.00
7720 ADMIN CNTY LS	0.00	0.00	0.00	0.00	0.00	0.00	53,130.00	53,130.00
APPR 793 Totals:	463,827.18	1,455,676.26	1,919,503.44	3,855,091.90	3,536,258.57	7,391,350.47	23,421,786.00	23,421,786.00
ACTV Totals:	463,827.18	1,455,676.26	1,919,503.44	3,855,091.90	3,536,258.57	7,391,350.47	23,421,786.00	23,421,786.00
UNIT 1000 Totals:	463,827.18	1,455,676.26	1,919,503.44	3,855,091.90	3,536,258.57	7,391,350.47	23,421,786.00	23,421,786.00
DEPT 793 Totals:	463,827.18	1,455,676.26	1,919,503.44	3,855,091.90	3,536,258.57	7,391,350.47	23,421,786.00	23,421,786.00
FUND 793 Totals:	463,827.18	1,455,676.26	1,919,503.44	3,855,091.90	3,536,258.57	7,391,350.47	23,421,786.00	23,421,786.00
Report Totals:	463,827.18	1,455,676.26	1,919,503.44	3,855,091.90	3,536,258.57	7,391,350.47	23,421,786.00	23,421,786.00

Tulare County Regional Transit Agency

AGENDA ITEM VI - A

October 20, 2025

Prepared by Sina Davoudi Kanderagh, TCRTA Staff

SUBJECT:

Action: Approve Reso 2025-043 TCRTA Participation in Regional Uniform Fare Program

BACKGROUND:

Visalia Transit, Porterville Transit, and TCRTA have jointly developed a regional fare proposal to give riders a consistent experience across agencies. The intent is to make transfers simpler, reduce confusion, and prepare for the launch of a new payment method technology.

DISCUSSION:

The surrounding transit agencies currently maintain disparate fare structures, creating rider confusion and complicating cross-system fare acceptance protocols. Transit staff proposes aligning base fares including single ride options, day pass programs, and discount categories across all three agencies. The proposed uniform structure is designed in collaboration with Visalia and Porterville Transit and will coincide with the regional mobile payment platform rollout. The fare changes will not be implemented beforehand. The proposal includes modest increases in some categories and decreases in others to align fares across systems.

The following tables summarize the current and proposed fares:

Table 1 – Current

Service	One-Way	Day-Pass	7-Day Pass	31-Day Pass
Local				
General	\$1.50	\$3.00	\$10.00	\$55.00
Senior / Disabled / Medicare / Military	\$0.75	\$1.50	\$5.00	\$35.00
Youth (age 12 or younger)	FREE			
ADA Paratransit + Attendant (limit 1)	\$3.00			
Microtransit	\$5.00			
Commuter/Regional T-Pass				
General	\$2.00	\$6.00	\$16.00	\$55.00
Senior / Disabled / Medicare / Military	\$1.00	\$3.00	\$8.00	\$35.00

Table 2 – Proposal

Service	One-Way	Day-Pass	7-Day Pass	31-Day Pass
General	\$1.50	\$3.00	\$14.00*	\$50.00*
Senior / Disabled / Medicare / Military	\$0.75	\$1.50	\$7.50*	\$30.00*
Youth (age 12 or younger)	FREE			
ADA Paratransit + Attendant (limit 1)	\$3.00			
Microtransit	\$5.00			

Note. The proposed fare program will combine the local and commuter fare as it pertains to TCRTA.

**Adjusted fares with Participation in Regional Uniform Fare Program*

RECOMMENDATION:

Approve Resolution 2025-043 TCRTA Participation in Regional Uniform Fare Program

FISCAL IMPACT:

The regional fare standardization may result in a nominal reduction in fare revenue; this impact could be offset by growth in ridership and pass sales. TCRTA staff will measure the full revenue and ridership impact after implementation.

ATTACHMENTS:

1. Resolution 2025-043 TCRTA Participation in Regional Uniform Fare Program

RESOLUTION: 2025-043

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY
APPROVING PARTICIPATION IN REGIONAL UNIFORM FARE PROGRAM**

WHEREAS, the Joint Powers Agreement, dated August 11, 2022, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Tulare, Woodlake, and Tule River Tribe (each, a “Party” or “Member Agency”) hereafter called Tulare County Regional Transit Agency “TCRTA”; and

WHEREAS, riders experience confusion and failed transactions when transferring among Visalia Transit, Porterville Transit, and TCRTA due to differing fare structures and fare media acceptance; and

WHEREAS, staff from the three agencies have coordinated on an approach to align base fares and to support future contactless payment technologies; and

WHEREAS, implementation is intended to be coordinated with Visalia Transit and Porterville Transit and to occur with the rollout of the regional mobile payment platform, and will not be implemented beforehand; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, approves the Regional Fare Standardization across TCRTA, Visalia Transit, and Porterville Transit.

BE IT FURTHER RESOLVED that the Executive Director is authorized to take all actions necessary to implement this resolution.

BE IT FURTHER RESOLVED that staff shall monitor ridership and fare revenue following implementation and report back to the Board on any material variances.

PASSED AND ADOPTED this 20th day of October 2025 by the **Board of Directors of the Tulare County Regional Transit Agency**.

RESOLUTION: 2025-043

THE FOREGOING RESOLUTION was adopted upon motion of _____
and seconded by _____ at meeting thereof held on the 20th day of October 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____

Larry Micari/Maribel Reynosa
Board Chair/Board Vice Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2025-043 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting held on the 20th day of October 2025.

Signed _____

Derek Winning
Executive Director

Tulare County Regional Transit Agency

AGENDA ITEM VI - B

October 20, 2025

Prepared by Derek Winning, TCRTA Staff

SUBJECT:

Action: Consideration of a Pilot Fixed-Route Service between the Cities of Corcoran and Tulare

BACKGROUND:

At the September 15, 2025 Tulare County Association of Governments (TCAG) regular meeting during “Future Agenda Items”, TCAG Board Member Jose Sigala asked for an item to consider a Pilot Fixed-Route Service between the Cities of Corcoran and Tulare. Mr. Sigala indicated that college students from the City of Corcoran needed access to the College of Sequoias (COS) Tulare Campus. TCAG Staff reached out and asked for TCRTA’s position on a pilot program that would connect the City of Corcoran to the City of Tulare.

DISCUSSION:

TCAG and TCRTA Staff have reached out to relevant partner agencies Kings Area Regional Transit (KART), City of Corcoran, and the City of Tulare. There does not appear to be a consensus on the need for implementation nor a willingness to fund a Fixed-Route Transit Service between the Cities of Corcoran and Hanford at this time.

The cost for a 20-mile corridor hourly Corcoran-Tulare Fixed-Route Service is estimated at \$1 - \$1.2 million per year based upon a 6 AM to 7 PM weekday service schedule with reduced hours on weekends.

RECOMMENDATION:

Direct Staff to write a letter to the Tulare County Association of Governments (TCAG) outlining the TCRTA Board position on a potential Pilot Fixed-Route Service between the Cities of Corcoran and Tulare.

FISCAL IMPACT:

N/A

ATTACHMENTS:

None

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AGENDA ITEM VI - C

October 20, 2025

Prepared by Juana Sierra-Perez, Finance Manager

SUBJECT:

Action: Authorization Renew Trillium Optibus, Service Agreement

BACKGROUND:

Tulare County Regional Transit Agency (TCRTA) has negotiated a service order with Trillium Solutions Inc. (an Optibus Company) to continue supporting the Agency's digital transit data and web services. Trillium provides specialized General Transit Feed Specification (GTFS) maintenance, interactive mapping, GTFS-to-HTML timetable generation, and website hosting/support. These services ensure that TCRTA's routes and schedules are accurate, up to date, and available across major third-party platforms such as Google Maps, Apple Maps, Bing Maps, and Transit App.

The contract covers the period September 15, 2025 – September 14, 2026 at a total cost of \$33,110. Services included are:

- GTFS Maintenance (\$19,200)
- GTFS Hosting & Third-Party Support (included)
- Interactive Map (\$5,885)
- GTFS-to-HTML Timetables (\$6,420)
- Website Hosting & Support (\$1,605)

This agreement provides critical continuity for TCRTA's rider-facing information systems and reduces the risk of errors or gaps in transit data communication.

DISCUSSION:

TCRTA relies on accurate and timely digital data to provide reliable service information to riders. GTFS feeds and interactive maps are industry standards that allow riders to easily plan trips and access schedules through mobile applications and web platforms. Without a contract in place, TCRTA risks service interruptions, outdated information on widely used apps, and increased staff burden to manually update data.

Trillium has provided these services in prior years and has a proven record of ensuring compliance with transit data standards and supporting agency staff with updates and troubleshooting. Their bundled service approach reduces the risk of errors, supports regional consistency across all routes, and ensures rider confidence.

Alternative vendors exist in the market; however, Trillium's specialized expertise in GTFS maintenance and integration with major platforms makes it a cost-effective and low-risk provider. Continuing with Trillium supports operational stability during a critical period when TCRTA is still strengthening financial and service delivery systems.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors approve
Resolution 2025-044 approving website Agreement for Fiscal Year 2025-2026.

FISCAL IMPACT:

This project is included in the FY 2025-2026 Fiscal Approved Budget under 7043
Professional Services

ATTACHMENT:

1. Trillium Service Agreement
2. Resolution 2025-044

RESOLUTION: 2025-044

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE TULARE COUNTY REGIONAL TRANSIT AGENCY APPROVING
THE FY25-26 CONTRACTED SERVICES AGREEMENT WITH TRILLIUM SOLUTION
INC. IN THE AMOUNT OF \$33,110**

WHEREAS, the Tulare County Regional Transit Agency desires to have a website that is welcoming, attractive, and easy to navigate; and

WHEREAS, Trillium Solutions Inc. (an Optibus Company) provides General Transit Feed Specification (GTFS) maintenance, interactive mapping, GTFS-to-HTML timetables, and website hosting and support, ensuring that rider information is accessible on major platforms, including Google Maps, Apple Maps, Bing Maps, and Transit App; and

WHEREAS, continuation of these services will maintain consistency, accuracy, and reliability for TCRTA's public-facing information systems, while reducing operational risks and administrative burden; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, that the Board hereby approves the FY 2025–26 contract with Trillium Solutions Inc. in the amount of \$33,110 and directs staff to execute the necessary documents to implement the contracted services.

PASSED AND ADOPTED this 20TH day of October, 2025 by the **Board of Directors of the Tulare County Regional Transit Agency**.

RESOLUTION: 2025-044

THE FOREGOING RESOLUTION was adopted upon motion of _____
and seconded by _____ at meeting thereof held on the 20th day of October 2025.

AYES:

NOES:

ABSTAIN:

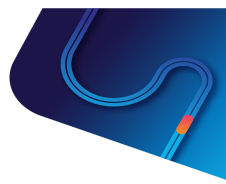
ABSENT:

Signed _____
Larry Micari/Maribel Reynosa
Board Chair/Board Vice Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2025-044 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 20th day of October 2025.

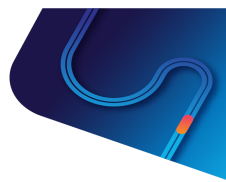
Signed _____
Derek Winning
Executive Director



Service Order

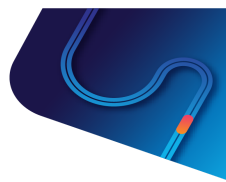
This service order (“**Service Order**”) is made and entered into as of September 3, 2025, by and between Trillium Solutions Inc. (an Optibus Company), having its principal offices at 310 Southwest 4th Ave. Board of Trade Bldg., Ste. 1100 Portland, OR 97204 (“**Trillium**”), and Tulare County Regional Transit Agency (TCRTA) having its principal offices at 200 E. Center Ave., Visalia, CA 93291 (the “**Customer**”) (each may also be referred to as a “**Party**” and collectively the “**Parties**”).

Description	Price (USD)	Quantity	Annual Price (USD)	Effective Date	Term	Total
GTFS maintenance : Trillium’s approach is to provide a tailored software package that delivers necessary GTFS management features, without the additional overhead of other unneeded ITS (Intelligent Transportation Systems) features. This flat fee includes all costs related to maintaining Tulare County Regional Transit Agency (TCRTA)’s GTFS, including data updates and delivery to/communication with third-party application developers.	\$19,200	21 fixed routes	\$19,200	09/15/2025 - 09/14/2026	12 months	\$19,200
GTFS Hosting & Third Party Support : TCRTA’s most recent GTFS will always be hosted at a static location on Trillium's server and Trillium staff will ensure that Google Maps, Apple Maps, Bing Maps, and Transit App are all notified when an updated feed is available. Trillium support staff will field questions from third parties as they arise.	Included	1 feed	\$0	09/15/2025 - 09/14/2026	12 months	\$0
Interactive Map : Trillium’s Interactive Map software was developed to display GTFS data through a draggable, clickable, zoomable interface that is both visually pleasing and useful in a way that static maps like PDF files cannot be. The Interactive Map software will be customized to implement design and content for TCRTA.	\$5,885	21 fixed routes	\$5,885	09/15/2025 - 09/14/2026	12 months	\$5,885



This content can include route alignments, stop locations and information, Dial-a-Ride service areas, and real-time arrival estimates (as available and accessible through other systems, like AVL/ITS).						
GTFS-to-HTML Timetables : Trillium converts transit data in GTFS format into accessible, user-friendly HTML schedules. When you export an updated GTFS feed, Trillium updates the timetables for your website. Automating HTML schedule generation makes it easy to keep schedules up to date when data changes and reduces the likelihood of errors.	\$6,420	21 fixed routes	\$6,420	09/15/2025 - 09/14/2026	12 months	\$6,420
Website Hosting and Support : Trillium provides complete CMS support, meaning that we will answer any and all agency questions about how to maintain and edit the hosted website over the term of our support contract, and as needed provide customized training for new staff members (or refreshes for current staff), suggested process documents, etc. to further aid in our client's ongoing use of the website.	\$1,605	1 website	\$1,605	09/15/2025 - 09/14/2026	12 months	\$1,605
		Total	\$33,110			\$33,110

Invoice Address. All invoices shall reference this Service Order and shall be sent to Customer at the following addresses: Name: Ashlee Compton, Transit Coordinator; Phone: (559) 972-0835, Email: tcrtafiscal@gotcrt.org (via email). All products are offered on a subscription basis. Please note all payment schedules are on a Net 30 basis.



GENERAL TERMS OF USE

These Terms of Use (these “**Terms**”) are made by and between you (“**Customer**” or “**you**”) and Trillium Solutions Inc. (“**Trillium**”). Trillium provides comprehensive transit data management, digital mapping, and web hosting services for public transportation agencies, including but not limited to, the creation, maintenance, and updating of General Transit Feed Specification (GTFS) data, interactive transit mapping applications, and website hosting and support. (collectively, the “**Services**”). You may use the Services (or any part thereof) in accordance with your specific applicable Service Order duly executed with Trillium and strictly subject to the terms and conditions provided hereunder.

1. Acceptance of these Terms

1.1. Please read carefully these Terms before executing the Service Order and/or other ordering document that references or incorporates these Terms. By accepting these Terms through the execution of a Service Order, you agree to comply with and be bound by the following terms and conditions. If you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official) you represent that you have the authority to bind such entity to these Terms, to use the Services on behalf of such entity and, in such event, “you” and “your” as used in these Terms shall refer to such entity. If you do not have such authority, or if you do not agree to these Terms, you may not use the Services. Each of Trillium and you may also be referred to herein as a “**Party**” and collectively as the “**Parties**.”

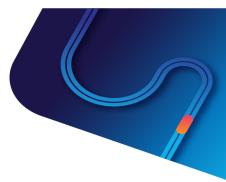
2. Scope of Services

The scope of Services shall consist of performing the Services as stipulated and agreed in an applicable Service Order. The Service Order (and any additional Service Order mutually executed by the Parties) is hereby incorporated by reference into these Terms. Unless otherwise expressly set forth in a Service Order, the Parties agree that these Terms shall apply to and govern each Service Order. In the event of any conflict between these Terms and the terms of a Service Order, the specific conflicting terms of the Service Order shall prevail.

Trillium provides a comprehensive General Transit Feed Specification (“GTFS”) data maintenance service for customers to create, update, and publish their GTFS data. This service is limited to the number of routes specified in the Service Order, with any use beyond this scope being unauthorized. Trillium reserves the right to terminate the service for unauthorized use or to issue an additional invoice for the cost of any additional routes managed.

GTFS Maintenance involves You providing stop location, schedule, and fare information (“Client-Provided Data”) detailing Your transit services to Trillium so that Trillium can use that information to create GTFS data. Based on the Client-Provided Data, Trillium will prepare GTFS data, perform internal testing, review, and validation to ensure proper configuration of data. Authorized use is limited to the number of routes specified in the Service Order with Trillium. Trillium has the right to terminate access to GTFS Maintenance for unauthorized use and/or to issue an additional invoice for the cost of any additional routes created.

Overview Interactive Maps- Interactive Maps is an application that uses GTFS data to create draggable, zoomable maps of transit routes. No other use of Interactive Maps is authorized.



Overview of HTML Timetables- HTML Timetable Production services create, update, and store HTML timetables representing your transit service. No other products of HTML Timetable Production are expected or offered.

Overview of Transit Alerts- Transit Alerts allows you to create and share urgent transit-related alerts with your riders through your website, social media, and other channels and to make real-time updates to your GTFS data. No other use of Transit Alerts is authorized.

Overview Website Hosting and Support- website design and review process, incorporation of accessible and responsive design, launch of completed site, client training, and ongoing hosting and support.

3. Use of Services

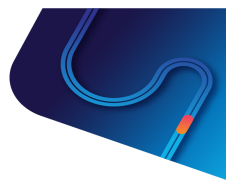
3.1. Upon Trillium's acceptance of your Service Order and for the duration of the Term (as defined in the Service Order), Trillium grants you subject to these Terms the non-exclusive,

revocable, non-assignable, non-transferable, royalty-free and limited right to use the Services and all associated documentation, as may be provided, ("**Documentation**") to receive the Services solely for your internal business operations. You may access the Services via individuals who are authorized by you, in accordance with these Terms, to access and use the Services on your behalf ("**Authorized Users**"). The Customer is solely responsible for maintaining the confidentiality and security of its account credentials, including usernames, passwords, and any other security-related information related to the use of Trillium's services. The Customer agrees to notify Trillium immediately of any unauthorized access, breach, or suspected compromise of its account. Trillium shall not be liable for any loss, damage, or unauthorized access to the Customer's data or account resulting from the Customer's failure to safeguard its account credentials or comply with security practices.

4. Use Restrictions

4.1. There is certain conduct which is strictly prohibited when using the Services. Please read the following restrictions carefully.

Unless prior written authorization is obtained from Trillium and/or otherwise specified in the applicable Service Order, you shall not, and shall not authorize others, to: (a) modify, alter, create derivative works from, reverse engineer, decompile, or disassemble any part of the Services, nor attempt in any other manner to obtain the source code or otherwise reduce to human-perceivable form any part of the Services; (b) frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services (including any Documentation which accompanies the Services) in any form or media or by any means; (c) create a database by systematically downloading and storing all or any of the content made available through the Services; (d) remove or obscure any proprietary notices, labels, or marks on or in any part of the Services, including without limitation any trademark or copyright notices; (e) disclose the results of testing or benchmarking of the Services to any third party, or access or use the Services or any part thereof in order to build or support, or assist a third party in building or supporting, products or services which are competitive to the Services; (f) sublicense, rent, lease, host, outsource, display, or



commercially exploit any part of the Services, or use the Services to provide services to third parties; (g) attempt to obtain, or assist third parties in obtaining, unauthorized access to the Services and/or associated Documentation; (h) use the Services in any manner not expressly authorized by these Terms; or (i) take any actions which (i) would disable the Services or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies, or the advancement to a particular date or other numeral (referred to as “time bombs”, “time locks”, or “drop dead” devices); (ii) would prevent Trillium from accessing the Services for the purposes of their operations; or (iii) infringe or violate any of the Terms or allow and/or enable a third party to do any of the aforementioned.

5. Fees

5.1. In consideration for the Services, you shall pay Trillium the amounts set forth on each Service Order (the “Fees”).

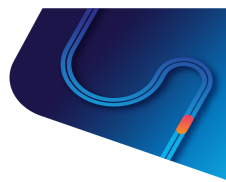
5.2. Payment Terms. Trillium will invoice Fees to the billing address provided by you in the Service Order, including via electronic invoicing. Unless otherwise provided in a Service Order, within thirty (30) days from the issue date of the invoice, you shall pay to Trillium all amounts for Fees referenced in such invoice. Any payment not received by Trillium within such period shall accrue interest at a rate of one percent (1%) per month, or the highest rate allowed by applicable law. All Fees are non-cancellable and non-refundable. All Fees are stated and payable in US Dollars, and are exclusive of VAT, which shall be added to Trillium invoice(s) at the appropriate rate.

5.3. You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with these Terms or your receipt or use of the Services, except for taxes based on Trillium’s income. Notwithstanding the foregoing, in the event you claim an exemption from the payment of such applicable taxes or duties, you will provide to Trillium any such exemption information at the time of payment.

5.4. You agree to make all payments under each Service Order and these Terms without set-off or counterclaim and free and clear of any withholding or deduction (save as required by law) for any present or future taxes and/or duties. All payment of amounts referenced in such invoice shall be made in readily available funds, to the following bank account which details are:

Account name:	Optibus Inc.
Bank Name:	HSBC Bank USA NA
Branch Address:	452 5th Avenue, New York, NY 10018
Account number:	914026607
Swift code:	MRMDUS33
Routing Number:	022000020

5.5. On-site and additional services fees. The Fees are exclusive of any on-site and additional services that are outside the scope of the commercial proposal to the Customer, including (without limitation) any customization of report and integrations. To the extent you request Trillium to perform any such services, such services will be provided for a fee under a separately signed Service Order, including proper reimbursable expenses in the areas of travel and accommodation. Trillium will issue an invoice to you referencing the applicable fee in addition to reimbursable expense documentation (expense reports, receipts, etc.) within 30 days of being incurred.



5.6. Inflation Rates. The foregoing Fee rates are related to the Consumer Price Index as reported by the U.S. Bureau of Labor Statistics and will be adjusted at Trillium's sole discretion for each year during the Term in proportion to annual changes in such Index. Trillium shall notify Customer ninety (90) days prior to any such change.

6. Intellectual Property

6.1. You retain all ownership and intellectual property rights in and to all data you provide to or make available to Trillium, or which is generated by you during your use of the Services (collectively, "**Customer Data**"). You hereby grant Trillium and, to the extent applicable, its authorized business partners the right to use your Customer Data (a) in order to provide the Services to you; and (b) in aggregate, anonymized form for Trillium (and its affiliates) internal business purposes in order to conduct assessments, performance comparisons, and analyses aimed at enhancing service quality, including (but not limited to) Trillium existing and future services, to the benefit of Trillium customers.

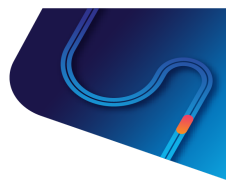
6.2. You acknowledge and agree that Trillium or its licensors own the Services, Trillium's and its affiliates, Confidential Information (as defined below) and/or any part of the foregoing, including any related Documentation, updates, upgrades, copies, emulations, modifications, adaptations, enhancements, or derivative works thereof and all intellectual property rights in the aforementioned. Except as expressly stated herein, these Terms do not grant you or your Authorized Users any rights or licenses in respect of the Services or any other intellectual property of Trillium or its licensors. All rights not expressly granted herein are reserved by Trillium.

6.3. In the event that you decide to provide to Trillium any suggestions, ideas, comments, questions or other feedback relating to the Services ("**Feedback**"), you hereby grant Trillium and its affiliates the irrevocable right to freely use such Feedback and, accordingly, all rights to any improvements and enhancements to the Services, howsoever arising, including as a result of any ideas, input or information provided by you as aforesaid, shall vest solely with Trillium. Trillium may, in connection with any of its products or services, freely use, copy, disclose, license, distribute, and exploit any Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits Trillium's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

6.4. In order to improve Trillium Services to Customer, to extent Trillium requests Customer to provide access to one of its senior management team members, the Customer agrees to periodically provide the Company with access to such senior management for in-depth interviews, at the reasonable request of Trillium but at least once per calendar year. These interviews, if conducted, aim to gain a comprehensive understanding of the organization's evolving needs and to collect essential information for Trillium internal business use, that will support ongoing product development, ultimately enhancing the value the product delivers to the Customer. The Customer commits to facilitating such access to relevant senior management representatives from time to time, as reasonably requested by the Company.

7. Your Obligations

7.1. You represent that during the Term and at all relevant times, you shall: (a) hold and maintain any necessary rights, licenses, consents, and permissions required to allow Trillium and its third party service



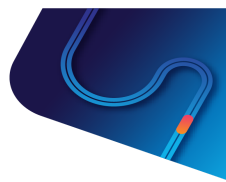
providers to perform their obligations under these Terms, including without limitation, the disclosure to and use of your Customer Data by Trillium, its authorized business partners, and its service providers as required under applicable law and as contemplated hereunder, including, without limitation, complying with all applicable laws in all of your activities related to your use of the Services; (b) comply with all applicable laws and regulations with respect to your activities under these Terms (including, without limitation, compliance with all applicable accessibility standards, including WCAG and ADA guidelines); (c) ensure that your network and systems, including any security systems, comply with the relevant specifications provided by Trillium from time to time; (d) be solely and fully responsible for any decision made or action taken or not taken in reliance on the use of the Services and/or any data output; (e) be solely responsible for regularly tracking, reviewing, and verifying that the Services are duly performing in accordance with your requirements, specifications, expectations, and goals.

8. Privacy and Data Protection

8.1. Customer Data. You represent and warrant that with respect to any such Customer Data containing personal information, as provided by you or your Authorized Users to Trillium in connection with the use of the Services, you shall be solely responsible to provide all necessary disclosures and to have obtained and to maintain the informed consent, approval, or license needed from any and all third parties, including but not limited from your customers, employees, drivers, subcontractors, agents, or other personnel, to the extent applicable, such that Trillium can obtain, access, collect, use, disclose to Trillium's third party service providers and authorized business partners, process, analyze, have processed, have analyzed, store and have stored the Customer Data for the following purposes: (i) to provide and operate the Services (including via third party service providers and authorized business partners); (ii) to develop, improve and customize any and all services and offering available through any Trillium services, including such services' accuracy and interface; (iii) allow Trillium, its third party service providers, and its authorized business partners, to the extent permitted by law, to use, transact in, and disclose aggregate, non-personally identifiable Customer Data; and (iv) to comply with any applicable law or regulation.

8.2. You hereby acknowledge and agree that Trillium provides tools and services for the creation, maintenance, and display of transit information, but does not guarantee the accuracy, completeness, or timeliness of data hosted or managed through its Services. The Customer is responsible for verifying the accuracy of all information provided to or processed by Trillium, including schedules, routes, and fares. Trillium shall not be liable for any damages arising from inaccuracies, delays, or incomplete data within the GTFS data or related services. The Customer agrees to provide timely updates to ensure the accuracy of transit information, including schedule changes, route adjustments, and other relevant data. Trillium is not responsible for inaccuracies arising from the Customer's failure to submit accurate and up-to-date information.

8.3. In the course of providing the Services pursuant to these Terms, Trillium may process certain Customer Data provided by you, including personal data related to your Authorized Users, customers, or agents. Solely to the extent that such Customer Data contains personally identifiable information, Trillium will process such Customer Data in accordance with applicable laws, including but not limited to the CCPA, GDPR, or other applicable data protection or privacy laws and regulations to which you or Trillium are subject ("**Data Protection Laws**"). The Parties agree that with regard to the processing of such Customer Data, as between the Parties, you are the data controller and Trillium is merely a data



processor. You acknowledge and agree that Trillium may maintain, use, and distribute aggregated and anonymous data derived from such Customer Data for its own internal purposes. You shall comply with and shall be responsible for each Authorized User's or subcontractor's compliance with all applicable Data Protection Laws with respect to the data and information that is provided to or by, or made available to or by, you and/or is under your control.

8.4. You shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability in your Customer Data, as provided by you, and the means by which you acquired such data, as well as intellectual property ownership in such data. Notwithstanding the foregoing, you acknowledge that Customer Data may be stored and processed in a different country than where the Services are provided. Trillium shall only process Customer Data on your behalf in accordance with your reasonable instructions and shall treat Customer Data for which it is a processor as your Confidential Information. You hereby instruct Trillium to process Customer Data for the following purposes: (a) in accordance with these Terms; and (b) as necessary for the provision of the Services.

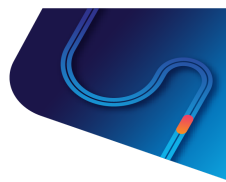
Trillium shall not be liable for any unauthorized access, alteration, or loss of Customer data caused by third parties, system failures, or events beyond Trillium's control. In the event of a data breach, Trillium will take reasonable steps to notify the Customer and mitigate any potential impact.

9. Indemnification

9.1. Trillium shall defend, indemnify, and hold you harmless from and against any damages, liabilities, costs, and expenses (including reasonable attorney's fees) finally awarded by a court of competent jurisdiction to a third party claiming that the Services, when used in accordance with these Terms and any Documentation, infringe such third party's intellectual property rights ("**Infringement Claim**"), provided you do the following: (a) notify Trillium promptly in writing, not later than 30 days after you have knowledge of the claim (or sooner if required by applicable law); (b) give Trillium sole control of the defense and any settlement negotiations; and (c) give Trillium the information, authority, and assistance Trillium needs to defend against or settle the Infringement Claim. Trillium shall have the sole right to control the defense of such Infringement Claim and all related settlement negotiations.

9.2. If Trillium believes, or it is determined, that the Services may be subject to an Infringement Claim, Trillium may at its discretion choose to either modify the Services to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for your continued use thereof, or, if in Trillium's sole discretion these alternatives are not commercially practicable, Trillium may terminate these Terms and refund any unused, prepaid Fees paid by you for the Services. Notwithstanding anything to the contrary contained hereunder, Trillium will not indemnify or defend you for any Infringement Claim that is based on: (a) any modification to the Services by anyone apart from Trillium, without the prior written consent of Trillium; (b) use of the Service not in accordance with these Terms, any Documentation or other instructions provided by Trillium; (c) use of the Services with hardware or software that does not meet the minimum requirements set forth in the Documentation, and/or that has not been preapproved by Trillium; or (d) any information, design, specification, instruction, software, data, or material not furnished by Trillium.

9.3. You shall indemnify, defend, and hold Trillium (including its officers, employees, agents, affiliates, and authorized business partners) harmless from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorney's fees) resulting from any third-party claims: (a) alleging that Customer Data, or its use by Trillium in accordance with these Terms, violates any third



party rights, including without limitation infringement or violation of intellectual property rights, privacy rights or applicable Data Protection Laws; or (b) arising from your violation or alleged violation of any of your representations and/or obligations under these Terms.

10. Confidentiality

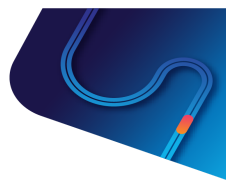
10.1. By virtue of these Terms and/or provision of the Services, the Parties may have access to information that is proprietary or confidential to one another (“**Confidential Information**”). A Party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party, either directly or indirectly, from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; (d) is independently developed by the other Party without use of or reference to the Confidential Information; or (e) is required to be disclosed by a court of competent jurisdiction or other governmental authority or otherwise as required by law.

10.2. The Parties agree to hold each other’s Confidential Information in strict confidence using no less than reasonable care for a period of five years from the date of disclosure and to only use such Confidential Information as necessary for performance under these Terms. The Parties further agree to disclose Confidential Information only to those employees or agents who have a need to know such information and are required to protect it against unauthorized disclosure in a manner no less protective than under these Terms.

10.3. The Parties each acknowledge and agree that a violation of the confidentiality undertakings in these Terms may cause significant harm to the disclosing Party. In addition to any other rights and remedies disclosing Party may have, receiving Party agrees that an injunction (whether temporary, preliminary, or final) may be sought in a court of competent jurisdiction against it upon the request of disclosing Party, without the requirement of posting a bond.

11. Disclaimer and Warranties

11.1. Trillium warrants and represents that, when used in accordance with these Terms and the Documentation: (a) the Services do not infringe upon the intellectual property rights of any third party and (b) the Services will substantially conform to the Documentation. If the Services do not substantially conform to the Documentation, Trillium will use all reasonable commercial endeavors to promptly correct any such non-conformance or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranty set out above. The aforementioned warranty shall not apply to any problem caused by: (i) any modification or provision of the Services by anyone apart from Trillium, without the prior written consent of Trillium; (ii) use of the Services not in accordance with the Documentation or other instructions provided by Trillium; (iii) use of the Services with hardware or software that does not meet the minimum requirements set forth in the Documentation or that has not been preapproved by Trillium; (iv) any computer virus or similar malicious code in the Services which is introduced into the Services by you, your Authorized Users, or any other third party; or (v) any errors caused by you or users on your behalf and/or errors due to requests or specifications provided by you that are inconsistent with the Documentation, including problems caused by incorrect configuring or a failure to perform the required administrative obligations contained in the Documentation or instructions provided to you by Optibus.



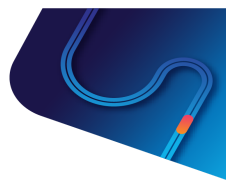
11.2. **EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED BY TRILLIUM ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RELIABILITY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT TRILLIUM DOES NOT GUARANTEE THAT THE PERFORMANCE OF THE SERVICES WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF ANY PROGRAM LIMITATIONS OR FAILURES, OR THAT THE SERVICES OR ANY FEATURE AVAILABLE THEREIN (WHETHER OR NOT CONFIGURABLE BY YOU) OR ANY INFORMATION OBTAINED BY YOU THROUGH THE USE OF THE SERVICES WILL MEET OR PERFORM IN ACCORDANCE WITH YOUR REQUIREMENTS, SPECIFICATIONS, EXPECTATIONS, CONFIGURATIONS, OR GOALS, OR THAT TRILLIUM WILL CORRECT ANY OR ALL PRODUCT ERRORS, DEFICIENCIES, OR NON-PERFORMANCES. YOU ACKNOWLEDGE THAT TRILLIUM DOES NOT CONTROL THE TRANSFER OF DATA OVER TELECOMMUNICATIONS INFRASTRUCTURE, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, OR OTHER PROBLEMS INHERENT IN THE USE OF SUCH INFRASTRUCTURE AND TECHNOLOGIES. TRILLIUM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

11.3. You acknowledge that the Services will enable or assist you in accessing the website content of, correspond with, or use of the services of certain third-party websites/providers, and you do so solely at its own risk. Trillium makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, or any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website or service is between you and the relevant third party, and not Trillium. Trillium recommends that you refer to the third party’s website terms and conditions and privacy policy prior to using the relevant third-party service.

Trillium is not liable for errors, data inaccuracies, or operational failures resulting from third-party software or services. The Customer acknowledges that integration with third-party services, compatibility and interoperability cannot be guaranteed. Trillium makes no representation or warranty regarding the continued availability or functionality of third-party integrations. Trillium reserves the right to discontinue or modify any third-party integration without prior notice, provided that it will use reasonable efforts to notify the Customer in the event of such changes.

12. Limitation of Liability

12.1. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR ANY LOST PROFIT OR LOSS RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT IN CASES OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT WILL TRILLIUM’S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR ANY SERVICES (WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE) EXCEED THE AGGREGATE FEES PAID BY YOU TO



TRILLIUM UNDER THE RELEVANT SERVICE ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE APPLICABLE CAUSE OF ACTION ARISES. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE SECTION 6 ABOVE.

13. Government Customers

13.1. Any United States federal, state, or local government customers are subject to the Agency Amendment attached below, in addition to these Terms.

14. Term and Termination

14.1. The Services provided under these Terms shall commence on the Effective Date and shall be provided for the subscription period defined in the Service Order (the “**Initial Term**”). This Agreement shall automatically renew for successive terms equivalent to the Initial Term (“**Renewed Term**”), unless either Party provides written notice, by its authorized representative, of its intent to terminate the Agreement at least ninety (90) days prior to the end of the then-current term.

Upon each renewal, the subscription fees under the applicable Service Order, shall automatically increase by an amount equal to five percent (5%) multiplied by the number of years in the Agreement term (i.e., 5% for each year of the Initial Term or Renewed Term, as applicable).

Notwithstanding the foregoing, Trillium reserves the right to negotiate different pricing levels or models at the time of renewal, which shall be mutually agreed upon in writing by both Parties.

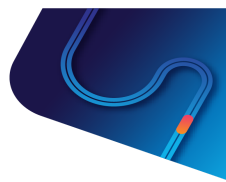
14.2. Either Party may terminate a Service Order for cause: (a) upon 30 days’ prior written notice to the other Party of a material breach of these Terms (including breach of any terms stated in the relevant Service Order), if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

14.3. Upon expiration or termination of these Terms for any reason, any and all licenses and rights granted to you shall cease and you shall immediately cease all use of the Services and shall delete and purge all traces of the Services from your systems and custody. Each Party shall return or destroy all copies of the Confidential Information of the other Party in its possession, custody or control, and, in the case of destruction, upon receipt of written request from the disclosing Party, certify such destruction in a written notice to the disclosing Party.

Sections 4-6, 10-13, 14.3 and 16 shall survive the termination or expiration of these Terms.

15. Support and Training

15.1. During the Term, you will be entitled to receive Trillium standard customer support services (“**Support Services**”) 9:00 a.m. to 5:00 p.m. ET, Monday-Friday during standard business days, in connection with the Services, in accordance with the Service Level Agreement (“**SLA**”) attached to these Terms as **Annex A**. You may be entitled to receive enhanced Support Services in the event such are included under an applicable Service Order.



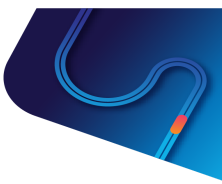
15.2. During the Term, Trillium shall make available to you, upon written request, training services as generally made available by Trillium to its customers, for a separate training service fee stated in the Service Order. You undertake that you will provide Trillium with all necessary co-operation and access to information in relation to these Terms as may be required by Trillium in order to render the Support Services, including with respect to Customer Data, security access information, and configuration services. In the event of any delays in your provision of such assistance as agreed by the Parties, Trillium may adjust any agreed timetable or delivery schedule as reasonably necessary.

16. Miscellaneous

16.1. Any notice provided pursuant to this Terms shall be in writing and shall be sent to the addresses of the Parties set forth in the Service Order, by registered mail, or facsimile with telephone confirmation, or e-mail with notice of receipt requested. Nothing in these Terms shall in any way be construed to constitute you or Trillium as an agent, partner, joint-venturer, employee, or representative of the other, and both you and Trillium shall remain independent contractors. Nothing in this Agreement shall be construed as creating any exclusive arrangement between the Parties and Trillium will be free, during and after the Term, to engage or contract with any third parties for the provision of services similar to, or the same as, the Services. You may not assign these Terms or any Service Order or an interest in them to another individual or entity without the prior written consent of Trillium. Subject to the foregoing, these Terms shall bind and inure solely and exclusively to the benefit of the Parties hereto and their successors and assigns, and not to the benefit of any third party whatsoever. You agree that Trillium may use your name and/or logo on Trillium's website and in Trillium's promotional materials as a user of the Services. Each of you and Trillium will be excused for delays in performing or from its failure to perform hereunder (other than an obligation to make a payment of money when due) to the extent that the delays or failures result from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such Party must inform the other Party of the reason for such delay or failure and act diligently to remedy the cause of the delay or failure. No waiver by either you or Trillium of any breach of these Terms will constitute a waiver of any other breach of the same or other provisions of these Terms. No waiver by either You or Trillium will be effective unless made in writing and signed by an authorized representative of that Party. These Terms (including reference to information contained in a URL or referenced policy), together with any outstanding Service Order executed pursuant thereto, constitutes the entire agreement and understanding of you and Trillium relating to the subject matter hereof. These Terms supersedes all prior written and oral agreements and all other communications between you and Trillium. If any provision in these Terms is found by a competent court to be invalid or unenforceable under any circumstance, its application in any other circumstance and the remaining provisions of these Terms will not be affected thereby. Unless designated as replacing a specific outstanding Service Order, a new Service Order will be considered to be in addition to a then-outstanding Service Order.

16.2. Trillium may modify the terms and conditions of these Terms (including related policies) from time to time, with notice given to you by email, through the Services, or through posting updated terms to our website. Together with such notice, Trillium will specify the effective date of any modifications. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date noted above and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

16.3. These Terms and any relevant Service Order and any claim arising from these Terms or any relevant Service Order will be governed by and interpreted in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof, and the Parties agree that the state



and federal courts located in New York County, New York, shall have exclusive jurisdiction to determine all disputes arising out of or relating to these Terms.

By: DWMW
Derek Winning

Executive Director

09 / 24 / 2025

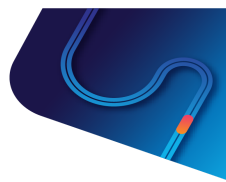
By: _____

Trillium Solutions Inc.

By: Rotem Landa
Rotem Landa

CFO

09 / 24 / 2025



AGENCY AMENDMENT

This Agency Amendment (“**Amendment**”) modifies the Trillium Terms of Use (the “**Terms**”) and applies to Trillium’s United States federal, state, and local government customers (hereinafter “**Agency**”) only. Agency and Trillium agree to modify the Terms only to the extent required to accommodate any statutory restrictions or obligations that apply, without exception, to the Terms. Accordingly, the Terms are hereby modified as set forth below as it pertains to use of the Services by Agency. Trillium may update or modify this Amendment from time to time as set forth in the Terms.

All capitalized terms not defined in this Amendment have the meanings given to them in the Terms. Except as expressly set forth herein, all of the terms and conditions of the Terms shall remain in full force and effect.

1. **Commercial Items.** The Services (“**Products**”), Documentation, and related services are commercial in nature and available in the open marketplace. The Products, Documentation, and related services are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, and all software provided by Trillium is "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined at 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. All sales to Agency shall be consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable. The Products, Documentation, and related services are licensed to Agency with only those rights as granted to all other customers, according to the terms and conditions contained in the Terms.

2. **Government Purpose.** Agency’s use of the Products, Documentation, and related services under the Terms as amended herein shall only be for a governmental purpose. Any private, personal, or non-governmental purposes shall result in the waiver of this Amendment and the terms and conditions of the Terms shall apply without modification.

3. **Indemnification, Liability, Statute of Limitations.** Any provisions in the Terms imposing indemnification by Agency are hereby waived and shall not apply except to the extent expressly authorized by applicable law. Liability for any breach of the Terms as modified by this Amendment or any claim arising from the Terms as modified by this Amendment, shall be determined under the Contract Disputes Act, the Federal Tort Claims Act, or other governing federal or state authority. Federal Statute of Limitations provisions or, if applicable, state statute of limitations, shall apply to any breach or claim. In the event of a dispute between the Parties, Agency agrees that Trillium shall have standing and direct privity of contract to bring a claim directly against Agency in a court of competent jurisdiction or an agency board of contract appeals.

4. **Governing Law.** Any terms regarding choice of law and venue in the Terms are hereby waived. The Terms and this Amendment shall be governed by, and interpreted and enforced in accordance with, the laws of the state in which Agency is established without reference to conflict of laws principles. The laws of the State of New York will apply in the absence of such applicable law.

5. **Intellectual Property Ownership.** Except as expressly stated in the Terms, no rights to any derivative works, inventions, products or product modifications, or documentation are conferred to Agency or any other party. All such rights belong exclusively to Trillium.

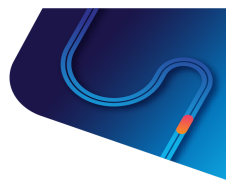
6. **Publicity Rights.** Trillium may identify Agency as a customer in its promotional materials to the extent permitted by GSAR 552.203-71-RESTRICTION IN ADVERTISING. Trillium will not suggest that Agency endorses the Products but only that Agency is an Trillium customer. Agency may request that Trillium stop doing so by submitting an email to the applicable contact address set forth in the Terms. Trillium will make reasonable commercial efforts to promptly process Agency's request.

7. **Order of Precedence.** If there is any conflict between this Amendment and the Terms, or between this Amendment and other terms, rules, or policies on the Trillium website or otherwise related to our Products or related services, this Amendment shall prevail.

8. **No Additional Terms.** Agency hereby acknowledges and agrees that other than the Mandatory Provisions expressly set forth in Section 9 below, no other linked, click-acceptance or other terms and conditions presented or otherwise provided with Agency's Service Order or other ordering document ("**Additional Terms**") will be binding on Trillium, even if acceptance of the Service Order requires an affirmative "acceptance" of such Additional Terms. Any Additional Terms are hereby deemed rejected by Trillium in their entirety and shall be of no force or effect.

9. **Mandatory Provisions.** Trillium acknowledges that certain public agencies and authorities are bound to contract with their vendors and suppliers under specific terms and conditions mandated by United States federal, state, and local municipal laws and regulations ("**Mandatory Provisions**"). To the extent that any Mandatory Provisions are applicable to Agency and to the engagement of the Parties under the Terms, this Amendment, and applicable law, such Mandatory Provisions will be set forth below:

Agency Mandatory Provisions:



Annex A Service Level Agreement

This Service Level Agreement (“SLA”) pertains to the service level that you are entitled to receive from Trillium in accordance with Section 15 of the Terms, of which this SLA is a part, with respect to the access and use of the Trillium Services as described therein.

1. Definitions

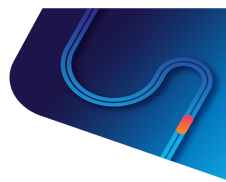
- a) **“Business Day”** means Monday through Friday (other than public holidays in the United States) when banks in the United States are open for business.
- b) **“Business Support Hours”** means 9:00AM to 5:00PM ET, during a Business Day.
- c) **“Fault”** means an error or failure in the Services to operate in all material respects with the then-applicable Services’ Documentation.
- d) **“Helpdesk”** means the point of contact that Trillium makes available to you for resolution of Issues as set out in this SLA.

2. Support Services

- a) Customer may contact the Helpdesk and submit Issues using one of the following communication channels:
 - The Support function included within the Services user interface.
 - E-mail: trillium.support@optibus.com
 The Support Services shall be provided only in the English language.

- b) When a new Issue is properly submitted to the Helpdesk, the Helpdesk shall use reasonable commercial efforts to respond to you within the time periods specified in the table below, and resolve the Issue.

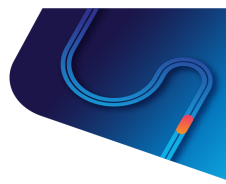
Product or Service	Issue	Description	Response Time
GTFS Export	Export Request	Customer requests a validated GTFS export.	2 Business Days Trillium may occasionally ask questions about service features to ensure accuracy and consistency across all information systems. Failure to answer questions in a timely manner may delay this timeline. Validated exports are limited to one per day.



GTFS Maintenance	Service Request	Customer requests an update to their GTFS file (includes schedule changes, stop data, route data, etc). Trillium will prepare a standard GTFS that includes all 'required' GTFS files as listed at GTFS.org. Other files or fields may be included at our own discretion on a per-client basis.	Schedule information must be received three weeks prior to schedule change date to ensure that data is updated and delivered to third parties on time. Trillium may occasionally ask questions about service features to ensure accuracy and consistency across all information systems. Failure to answer questions in a timely manner may delay this timeline.
Interactive Map	Product Support	Technical assistance in connection with the use, implementation, and troubleshooting of the Product.	Support requests submitted via email will be answered within a timely manner to the best of Trillium's ability.
HTML Timetables	Service Request	Technical assistance in connection with the use, implementation, and troubleshooting of the Product.	Support requests submitted via email will be answered within a timely manner to the best of Trillium's ability.
Transit Alerts	Product Support	Technical assistance in connection with the use, implementation, and troubleshooting of the Product.	Support requests submitted via email will be answered within a timely manner to the best of Trillium's ability.
Website	Product Support	Processing of reasonable support requests by Trillium to aid you in the management of your website.	Support requests submitted via email will be answered within 3 business days of their receipt.
Website	Bug fixes	Trillium will correct any issues caused by Trillium's negligence. You may send information on any observed possible bugs via email at any time. Trillium is not responsible for and will not fix issues or bugs caused by client's edits of their website or hosting settings.	Support requests submitted via email will be answered within 3 business days of their receipt.

c) For the purposes of the table above:

i) **Response time:** duration between the time from the Issue being submitted by Customer or detected by Trillium. Only emails submitted to the helpdesk email will be entitled to response times outlined in the table.



3. Availability. The GTFS Manager and Transit Alerts will be available 99% of the time measured monthly, excluding periods of regularly scheduled maintenance (“**Scheduled Downtime**”). If Trillium requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Any downtime resulting from outages of third-party connections or utilities or other reasons beyond Trillium' control will also be excluded from any such calculation.

4. SLA Exclusions. Trillium' obligations hereunder are based on and subject to the Customer: (i) complying with Trillium' instructions, if any, for performing any corrective action; and (ii) maintaining the connectivity (with acceptable bandwidth) of the Customer's workstations to the main internet source, as well as creating and maintaining firewall definitions and opening required ports that permit access to the Services. The following shall not be considered within the definition or calculation of downtime: (i) Scheduled Downtime; (ii) Services unavailability that is attributable to: (a) causes beyond Trillium' reasonable control or the performance of any third party hosting provider or communications or internet service provider; (b) any actions or omissions of the Customer or any third party acting on its behalf; (c) Customer's or any third party's equipment or software; and/or (d) the suspension and termination of Customer's right to use the Services in accordance with the Terms; and (iii) separate instances of Services unavailability of less than five (5) minutes duration each.

5. General Support Terms. Trillium obligations under this SLA do not include on-site services or training. On-site implementation services and/or training services shall be provided to Customer by Trillium subject to an additional fee.

Title	TCRTA '25 - '26 Trillium contracted services for signatures
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Document ID	b66c6d1c1b9532845b8cea16176c838b14fa710d
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



09 / 24 / 2025
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Sent for signature to Derek Winning (dwinning@tularecag.ca.gov) and Rotem Landa (rotem.landa@optibus.com) from seth@trilliumtransit.com
IP: 174.174.70.21



09 / 24 / 2025
19:08:30 UTC

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IP: 84.229.142.100



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09 / 24 / 2025
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Signed by Derek Winning (dwinning@tularecag.ca.gov)
IP: 192.189.152.5



COMPLETED

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Tulare County Regional Transit Agency

AGENDA ITEM VI-D

October 20, 2025

Prepared by Juana Sierra-Perez, Finance Manager

SUBJECT:

Action: Authorization to Approve Extension of Contract with Brown Armstrong Accountancy Corporation for Auditing Service

BACKGROUND:

The Tulare County Regional Transit Agency (TCRTA) has previously contracted with Brown Armstrong Accountancy Corporation to perform its annual financial audits. For the fiscal year ending June 30, 2024, the contracted fee was \$27,500, plus \$7,500 per program if a single audit was required.

Brown Armstrong has submitted a proposal to extend the existing contract for three additional years. Under the proposal, audit services for fiscal years ending June 30, 2025, 2026, and 2027 will be provided at a rate of \$28,500 annually, plus \$7,500 per program if a single audit is required.

DISCUSSION:

Extending the contract with Brown Armstrong provides multiple benefits to TCRTA. Continuity of service reduces the time and effort required of Board members and staff to conduct a new proposal process. It also minimizes the learning curve and retraining associated with bringing on a new audit firm, thereby lowering the risk of errors and delays in the audit process.

Brown Armstrong has demonstrated professionalism and reliability in past engagements with TCRTA. Their continued role will ensure consistent compliance with Generally Accepted Accounting Principles (GAAP) and federal and state reporting requirements.

Alternative options, such as issuing a new Request for Proposals (RFP), were considered but would result in additional administrative burden and potential disruption of services. Given Brown Armstrong's familiarity with TCRTA's financial systems and practices, their contract extension is the most efficient and cost-effective approach.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors approve Resolution 2025-045 authorizing a three-year contract extension with Brown Armstrong Accountancy Corporation at an annual fee of \$28,500, plus \$7,500 per program if a single audit is required.

FISCAL IMPACT:

This project is included in the FY 2025-2026 Fiscal Approved Budget under 7043 Professional Services

ATTACHMENT:

1. Brown Armstrong Proposal Renewal Letter
2. Resolution 2025-045 Brown Armstrong Contract Renewal

September 29, 2025

To the Board of Directors and Mr. Derek Winning, Executive Director
Tulare County Regional Transit Agency (TCRTA)
200 E. Center Ave.
Visalia, California 93291

Dear Board of Directors and Mr. Winning:

As you know, we recently completed our contract for auditing services, and we sincerely value your continued trust in us. Retaining long-term clients such as TCRTA is very important to us, and we appreciate the opportunity to continue our relationship.

Our contractual fee for the June 30, 2024, audit was \$27,500, plus an additional fee of \$7,500 per program if a single audit was required. We would now like to propose a three-year extension of our current contract. For the fiscal years ending June 30, 2025, 2026, and 2027, we propose fees of \$28,500 annually, plus an additional \$7,500 per program if a single audit is required.

We believe TCRTA will benefit from this extension by reducing the time and effort required by the Board and staff in conducting a proposal process, as well as by maintaining continuity and avoiding the "training" of new auditors.

We have greatly enjoyed our relationship with TCRTA and look forward to continuing to serve you. If you accept this proposal, please sign and return the enclosed response at your earliest convenience.

Sincerely,

**BROWN ARMSTRONG
ACCOUNTANCY CORPORATION**


By: Neeraj Datta, CPA, CGMA

NDA:mmj

Enclosure

I:\data\Word\PROPOSAL\2025\Transits\Tulare County Regional Transit Agency (TCRTA)\Proposal Renewal Letter - TCRTA.doc

RESPONSE:

TCRTA accepts this proposal.

By: _____
Date: _____
Title: _____

BAKERSFIELD
4200 Truxtun Avenue, Suite 300
Bakersfield, CA 93309
661-324-4971

FRESNO
10 River Park Place East, Suite 208
Fresno, CA 93720
559-476-3592

STOCKTON
2423 West March Lane, Suite 202
Stockton, CA 95207
209-451-4833

RESOLUTION: 2025-045

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY
APPROVING EXTENSION OF CONTRACT WITH BROWN ARMSTRONG
ACCOUNTANCY CORPORATION FOR AUDITING SERVICES**

WHEREAS, the Tulare County Regional Transit Agency (TCRTA) has previously contracted with Brown Armstrong Accountancy Corporation for the preparation of its annual audit services, including the June 30, 2024 audit at a contractual fee of \$27,500, plus an additional \$7,500 per program if a single audit was required; and

WHEREAS, Brown Armstrong has proposed a three-year extension of the current contract to provide audit services for the fiscal years ending June 30, 2025, 2026, and 2027, at an annual fee of \$28,500, plus \$7,500 per program if a single audit is required; and

WHEREAS, the proposed contract extension would benefit TCRTA by reducing the time and effort required of the Board and staff to conduct a new proposal process, maintaining continuity, and avoiding retraining of new auditors; and

WHEREAS, the FY 2024–2025 budget includes sufficient funds to cover these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TULARE COUNTY REGIONAL TRANSIT AGENCY, that the proposed three-year extension with Brown Armstrong Accountancy Corporation is hereby approved, with fees of \$28,500 annually, plus an additional \$7,500 per program if a single audit is required.

PASSED AND ADOPTED this 20TH day of October, 2025, by the **Board of Directors of the Tulare County Regional Transit Agency**.

RESOLUTION: 2025-045

PASSED AND ADOPTED this **20TH day of October, 2025** by the **Board of Directors of the Tulare County Regional Transit Agency**.

THE FOREGOING RESOLUTION was adopted upon motion of _____
and seconded by _____ at meeting thereof held on the 20th day of October 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed _____
Larry Micari/Maribel Reynosa
Board Chair/Board Vice Chair

ATTEST:

I HEREBY CERTIFY that the foregoing Resolution 2025-045 was duly adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the 20th day of October 2025.

Signed _____
Derek Winning
Executive Director

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Tulare County Regional Transit Agency

AGENDA ITEM VI - E

October 20, 2025

Prepared by Derek Winning, TCRTA Executive Director

SUBJECT:

Discussion: TCRTA Logo Redesign Update

BACKGROUND/DISCUSSION:

At the September 15, 2025, TCRTA Board Meeting, the Board provided feedback to staff regarding the logo redesign. Based on this feedback, staff worked with Transit Media Inc. to develop four iterations of the logo.

The scope of work with Transit Media Inc. allows for one additional revision to one of the four iterations presented to the Board today.

Staff is seeking final feedback from the Board on the design and also direction on the preferred color scheme.

RECOMMENDATION:

Review the proposed logo designs, provide final feedback, and identify a preferred color scheme for final development

FISCAL IMPACT:

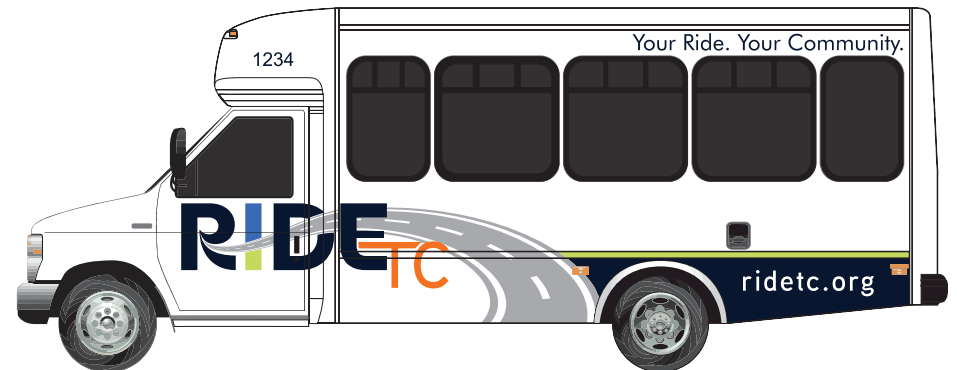
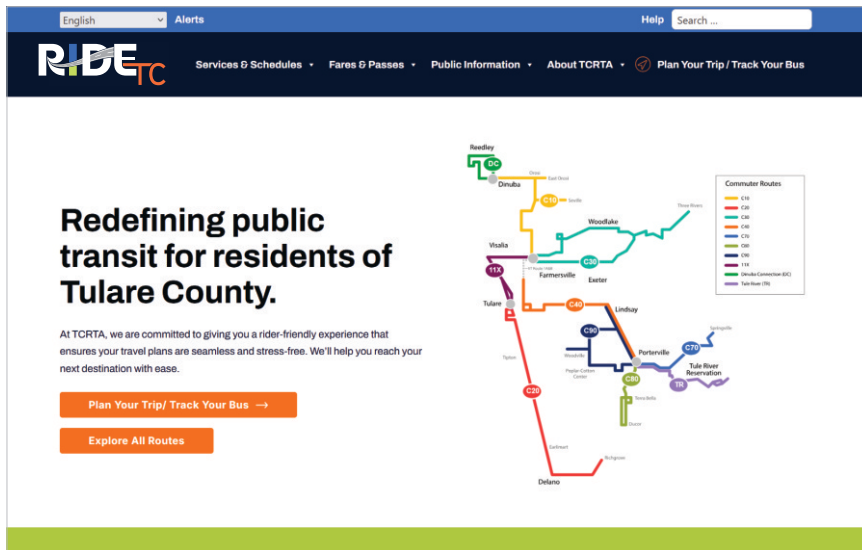
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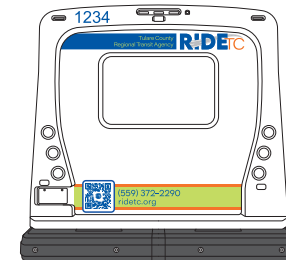
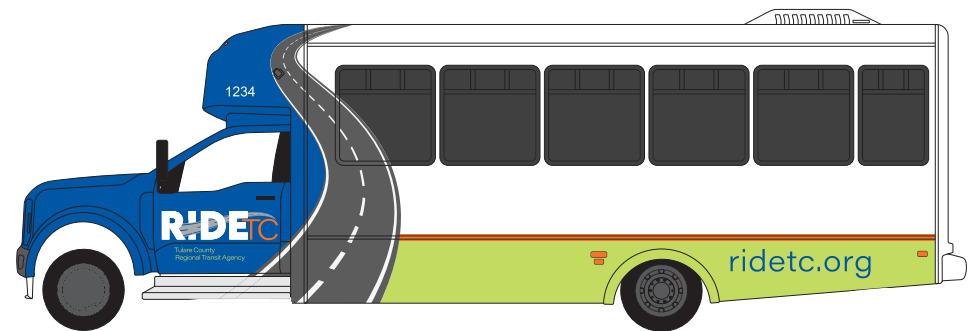
ATTACHMENTS:

1. TCRTA Logo Redesign Mockups



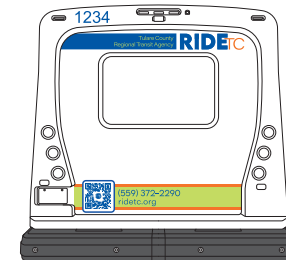
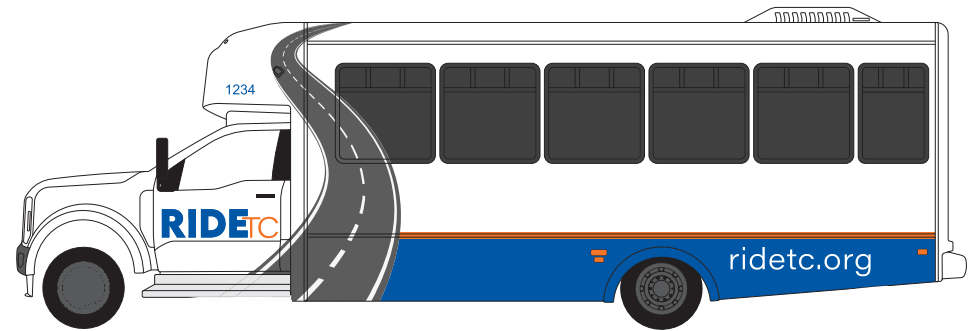
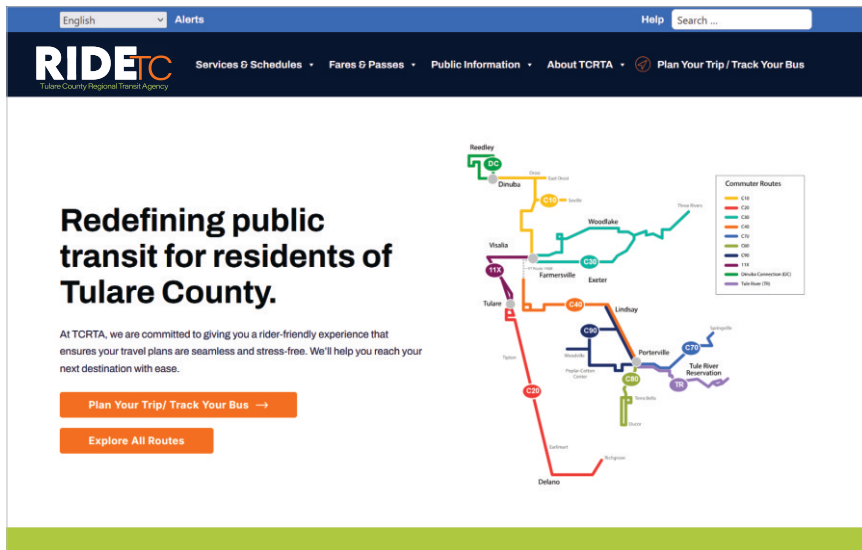
Your Ride. Your Community.





RIDE^{TC}

RIDE^{Tulare County}

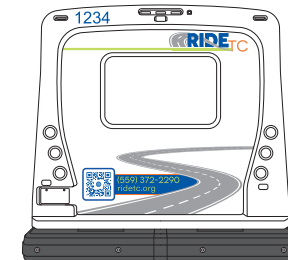
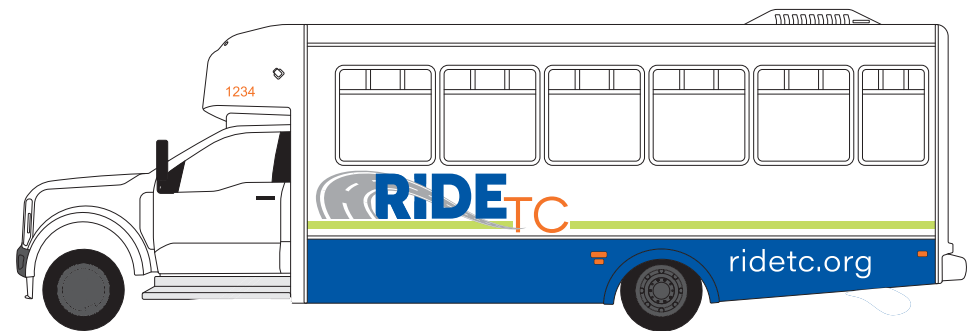
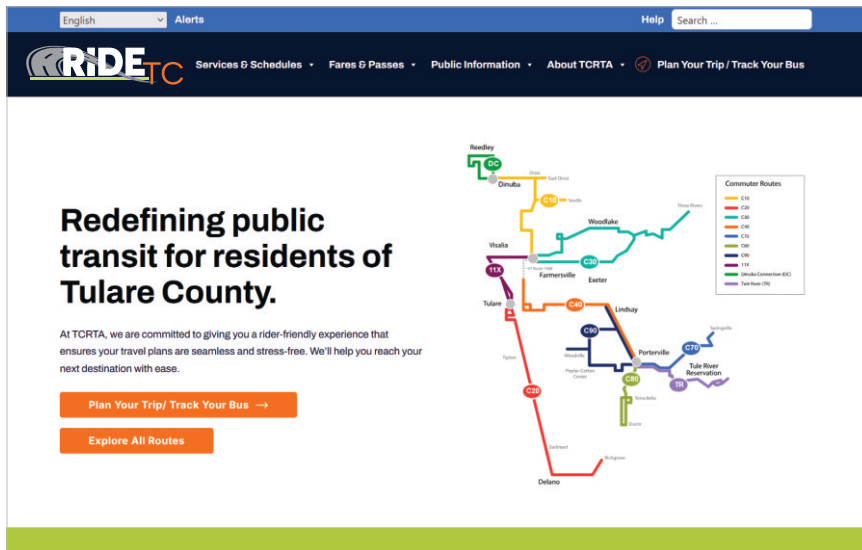




Another
placement
option



Another
placement
option



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Tulare County Regional Transit Agency

AGENDA ITEM VI - F

October 20th, 2025

Prepared by: Alissa Kennedy, Administrative Clerk

SUBJECT:

Action: Cancel November 2025 TCRTA Board Meeting and Reschedule December Meeting to December 8, 2025

BACKGROUND:

The Tulare County Regional Transit Agency (TCRTA) holds regular monthly Board of Directors meetings in coordination with the Tulare County Association of Governments (TCAG) schedule. In alignment with TCAG, TCRTA proposes to cancel its November meeting and reschedule the December meeting to an earlier date. These meetings are essential for agency oversight, project updates, and decision-making.

DISCUSSION:

In accordance with TCAG and at the direction of the TCRTA Board of Directors, staff recommend the cancellation of the regularly scheduled November 2025 Board meeting. This recommendation is due to a light agenda, scheduling conflicts, and to better align with end-of-year agency priorities.

Additionally, to ensure that year-end items and pending actions are addressed in a timely manner, the December 2025 Board meeting is proposed to be rescheduled to December 8, 2025.

RECOMMENDATION:

The Tulare County Regional Transit Agency Board of Directors approve the cancellation of the November 2025 Board Meeting and reschedule the December 2025 meeting to December 8th, 2025

FISCAL IMPACT:

None

ATTACHMENTS:

None

Tulare County Regional Transit Agency (TCRTA)
2025 Board Meeting Schedule

Date	Location
January 27, 2025*	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
February 24, 2025*	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
March 17, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
April 21, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
May 19, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
June 16, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
July 21, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
August 18, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
September 15, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
October 20, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
November 17, 2025 Cancelled	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291
December 15, 2025 December 8, 2025	Tulare County Regional Transit Agency 200 E Center Ave., Visalia, CA 93291

The TCRTA Board meets at 3:30 pm. Most meetings fall on the third Monday of each month. Meeting dates with asterisks have been changed due to holidays and/or calendar conflicts.

Meetings will be held at the location noted above for each month, unless otherwise noted in that month's agenda.