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| Tulare County Association of Governments | Date: Monday, December 12, 2022 Time: 1:00 PM Place: Tulare Ag Auditorium 4437 S. Laspina, Tulare, CA 93274 |
| Technical Advisory Committee | Date: Thursday, December 8, 2022 Time: 1:30 PM Place: Tulare County Association of Governments 210 N. Church Street, Suite B (Sequoia Conference Room) Visalia, CA 93291 |
| <p>NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to Assembly Bill 361, available at https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361</p> <p>Zoom Meeting Direct Link: https://bit.ly/2Zt4BQY Toll Free Call in: 1(888) 475-4499 Meeting ID: 744 710 0343 Passcode: 82243742 Call in only instructions: Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.</p> | |

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 TCAG office at 559-623-0450 at least 3 days prior to the meeting. If information is needed in another language, contact (559) 623-0450. Si se necesita esta información en español, llame (559) 623-0450. Kung ang kailangang impormasyon ay sa Tagalog, tawagan ang (559) 623-0450

Any staff reports and supporting materials provided to the board after the distribution of the agenda packet are available for public inspection at the TCAG office.

TRANSPORTATION WORKSHOP (11:00 A.M. – 12:00 P.M.)
 (Agenda Subject to Change)

- A. Inland Port Presentation
- B. Caltrans Presentation
- C. TCAG’s 2022 Walk & Roll Art Contest Winners
- D. 2023 Advocacy Trips & High Priority Projects
- E. PACE Federal Government Relations Presentation
- F. Politico Group State Presentation
- G. 2023 Federal Earmark Requests
- H. Director’s Report
- I. Special Recognition Awards

- I. CALL TO ORDER & WELCOME**
- II. PLEDGE OF ALLEGIANCE**

III. PUBLIC COMMENTS

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 TCAG 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.

Convene as the Transportation Policy Advisory Committee

All items on the Consent Agenda are considered to be routine and non-controversial by TCAG staff and will be approved by one motion if no member of the Committee or public wishes to comment or ask questions. Items pulled from the Calendar will be considered separately.

IV. TRANSPORTATION CONSENT CALENDAR –INFORMATION ITEMS

Request Approval of the Transportation Consent Calendar Action Items V-A through V-D.

- A. Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings (Pages 01 - 02)
- B. Action: Adoption of Resolution: Approve Local Transportation Fund (LTF) Claims for the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and for the County of Tulare for Fiscal Year 2022/23 (Pages 03 - 06)
- C. Information: Implementation Status of Federally Funded Projects (Pages 07 - 08)
- D. Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update (Pages 09 - 10)

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

- A. Information: Effect of 2022 Amendments to Brown Act (Pages 11 - 20)
- B. Information: Senate Bill 1 (SB 1) Competitive Programs Active Transportation Program (ATP) Update (Pages 21 - 24)
- C. Information: Caltrans Monthly Report (No Page)

Adjourn as the Transportation Policy Advisory Committee and Convene as the Tulare County Association of Governments

VI. REQUEST TO REAFFIRM ALL ACTIONS TAKEN WHILE SITTING AS THE TRANSPORTATION POLICY ADVISORY COMMITTEE

All items on the Consent Agenda are considered to be routine and non-controversial by TCAG staff and will be approved by one motion if no member of the TCAG Board or public wishes to comment or ask questions. Items pulled from the Calendar will be considered separately. The TCAG/Transportation Authority Board may provide guidance and/or direction to staff on any item listed as information.

VII. ASSOCIATION CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

Request Approval of the Association Consent Calendar Action Items VII-A through VII-H.

- A. Action: Minutes of October 17, 2022 TCAG Board Meeting (Pages 25 - 32)
- B. Action: Minutes of October 13, 2022 Technical Advisory Committee Meeting (Pages 33 - 36)
- C. Action: Approve the 2023 Tulare County Association of Governments (TCAG), and Technical Advisory Committee (TAC) Meeting Calendar and Reconfirm Cancellation Policy (Pages 37 - 38)

- D. Action: Local Clearinghouse Review (LCR) 2023-43: Oak Valley Union Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 2: Truck and Forklift **(Pages 39 - 46)**
- E. Action: Local Clearinghouse Review (LCR) 2023-44: Waukena Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 7: Marquee **(Pages 47 - 54)**
- F. Action: Adoption of Resolution: Approval of Amendment No. 4 to the FY 2022/2023 Overall Work Plan (OWP) **(Pages 55 - 58)**
- G. Action: Authorize One-Year License Renewal with PublicInput **(Pages 59 - 76)**
- H. Action: Reaffirm Consultant Agreement with Rincon Consultants for the Multi-Jurisdictional Housing Element **(Pages 77 - 80)**

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

- A. Information: Legislative Update **(Pages 81 - 82)**
- B. Presentation: Report from Congresswoman Conway's Office **(No Page)**
- C. Presentation: Report from Congressman Valadao's Office **(No Page)**
- D. Presentation: Report from Assemblyman Mathis' Office **(No Page)**
- E. Presentation: Report from Senator Grove's Office **(No Page)**
- F. Presentation: Report from Senator Hurtado's Office **(No Page)**
- G. Presentation: City of Visalia Hawk System **(No Page)**
- H. Action: Adoption of Resolution: Application for Regional Early Action Plan (REAP) 2.0 Funding **(Pages 83 - 86)**
- I. Public Hearing: REAP 2.0 Grant Application **(No Page)**
- J. Information: Update to State Route 65, 99, 190, 198 Sustainable Corridor Committees (SCCs) **(Pages 87 - 88)**
- K. Action: Adoption of Resolution: Support CA Inland Port Concept and Grant Application **(Pages 89 - 92)**
- L. Information: Transit Update **(No Page)**
- M. Information: Walk & Roll Art Contest Winners **(Pages 93 - 94)**
- N. Information: Save the Dates: Board Training and Board Retreat **(Pages 95 - 97)**

IX. CORRESPONDENCE

- A. None

X. OTHER BUSINESS

- A. Information: Items from Staff:
 - 1. TCAG Director's Report
- B. Information: Items from Board Members
 - 1. Tulare County Water Commission Update
 - 2. San Joaquin Valley Policy Council Update
 - 3. San Joaquin Joint Powers Authority (SJJPA) - Amtrak Update
 - 4. San Joaquin Valley Housing Task Force Update
 - 5. TCAG Transit Report
- C. Request from Board Members for Future Agenda Items

Closed Session

XI. CLOSED SESSION

As provided in the Ralph M. Brown Act, Government Code sections 54950 et seq., the Governing Board may meet in closed session with members of its staff, county employees and its attorneys. These sessions are not open to the public and may not be attended by members of the public. The matters the Board will meet on in closed session are identified below or are those matters appropriately identified in open session as requiring immediate attention and arising after the posting of the agenda. Any public reports of action taken in the closed session will be made in accordance with Government Code sections 54957.1

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation [Government Code Section, § 54956.9, subd. (d)(2)]

Number of Potential Cases: 1

XII. ADJOURN

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, January 23, 2023 at 1:00 p.m.** at a location to be determined. The Technical Advisory Committee will meet on **Thursday, January 19, 2023 at 1:30 p.m.** at the **Tulare County Association of Governments (TCAG), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.**

TULARE COUNTY ASSOCIATION OF GOVERNMENTS
REGIONAL TRANSPORTATION PLANNING AGENCY
METROPOLITAN PLANNING ORGANIZATION

| BOARD OF GOVERNORS | AGENCY | ALTERNATE |
|-------------------------------|--------------------------|------------------|
| Larry Micari | Tulare County-District 1 | Paula Clark |
| Pete Vander Poel, III | Tulare County-District 2 | William Cushing |
| Amy Shuklian - Chair | Tulare County-District 3 | Bill Whitlatch |
| Eddie Valero | Tulare County-District 4 | Derek Williams |
| Dennis Townsend | Tulare County-District 5 | Terren Brown |
| Maribel Reynosa | City of Dinuba | Linda Launer |
| Frankie Alves | City of Exeter | Steve Garver |
| Paul Boyer | City of Farmersville | Ruben Macareno |
| Ramona Caudillo | City of Lindsay | Ramiro Serna |
| Martha A. Flores – Vice-Chair | City of Porterville | Milt Stowe |
| Terry Sayre | City of Tulare | Jose Sigala |
| Brian Poochigian | City of Visalia | Brett Taylor |
| Rudy Mendoza | City of Woodlake | Jose Martinez |
| Kellie Carrillo | Public Transit Provider* | Hippolito Cerros |
| Tyrone Holscher | Member-at-Large* | Shea Gowin |
| Vicki Riddle | Member-at-Large* | Davis Ward |
| Pamela K. Whitmire | Member-at-Large* | Julie Allen |
| Diana Gomez | Caltrans* | Michael Navarro |

* Caltrans serves as an ex-officio member of the TCAG Policy Advisory Committee. At-large TCAG members and the Public Transit Provider representative are not members of the Tulare County Transportation Authority or Abandoned Vehicle Abatement Authority.

TCAG STAFF

Ted Smalley, Executive Director
 Ben Kimball, Deputy Executive Director
 Ben Giuliani, Executive Officer- LAFCO
 Leslie Davis, Finance Director
 Roberto Brady, Principal Regional Planner
 Derek Winning, Principal Regional Planner
 Gabriel Gutierrez, Principal Regional Planner
 Kasia Poleszczuk, Senior Regional Planner
 Steven Ingoldsby, Senior Regional Planner
 Giancarlo Bruno, Regional Planner
 Sheela Bhongir, Regional Planner
 Gail Miller, Associate Regional Planner-EH
 Maria Garza, Associate Regional Planner-EH
 Jennifer Miller, Associate Regional Planner-EH
 Michele Boling, TCAG Accountant III
 Brideget Moore, TCAG Analyst III
 Amie Kane, TCAG Administrative Clerk II
 Servando Quintanilla, TCAG Analyst I
 Holly Gallo, TCAG Administrative Clerk I

Office Address

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TCRTA STAFF

Richard Tree, Executive Director – TCRTA

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Tulare County Association of Governments

AGENDA ITEM IV-A

December 12, 2022

Prepared by Jeff Kuhn, Chief Deputy County Counsel

SUBJECT:

Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings

BACKGROUND:

In response to the COVID-19 pandemic, the Governor suspended part of the Brown Act concerning the requirements for allowing Governing Board members to remotely participate in Board meetings. The suspended provisions require that (1) Governing Board meeting agendas allowing remote Board Member participation list each of the specific locations from which Board members will be remotely participating, (2) such agendas be posted at each such location, and (3) members of the general public must be allowed to remotely participate in the meeting from each of the listed locations. The suspension was done to promote social distancing and so to help limit the spread of COVID-19.

DISCUSSION:

The Governor’s suspension of these Brown Act provisions expired as of September 30 and was replaced by new AB 361, an urgency statute that became effective as of September 30. Under AB 361, Governing Boards can continue to allow remote Board members participation in Brown Act public meetings if several conditions are met:

1. The meeting is held during a declared State of Emergency (Like the Governor’s COVID-19 pandemic State of Emergency that’s still in effect in California);
2. The Governing Board adopts findings to the effect that allowing remote meeting participation by Governing Board members promotes social distancing, which in turn helps prevent the spread of COVID-19;
3. The Governing Board confirms these conditions continue to be met every 30 days.

The Tulare County Association of Governments Board of Governors passed a resolution adopting a policy of remote attendance pursuant to AB 361 on October 18, 2021.

RECOMMENDATION:

Reaffirm the decision to continue allowing the option to participate in its governing board meetings remotely through the use of the teleconferencing provisions of AB 361.

FISCAL IMPACT:

None

ATTACHMENT:

None

Work Element 601.02 TCAG Administration

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AGENDA ITEM IV-B

December 12, 2022

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approve Local Transportation Fund (LTF) Claims for the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and for the County of Tulare for Fiscal Year 2022/23

BACKGROUND:

The Transportation Development Act (TDA) was passed in 1971 and provides transit funding for local agencies from two sources. The Local Transportation Fund (LTF) is derived through a ¼ cent of general sales tax collected statewide. The State Transit Assistance (STA) Fund is derived from a statewide sales tax on gasoline and diesel fuels and augmented by funds received via SB 1. Tulare County Association of Governments (TCAG) approves the apportionments, reviews the claims and instructs the County Auditor on the payment of funds to each respective agency. Many requirements exist for approving claims, such as compliance with fiscal and performance audits.

It should be noted that STA funds are allocated annually by the State Controller, and LTF funds are a result of sales tax revenues; the available amount of TDA funding available for 2022/23 is an estimate. Claim amounts in excess of actual receipts will not be paid out; conversely, excess revenues can be claimed via a claim amendment or in the following fiscal year.

DISCUSSION:

The claims information for the cities of Dinuba, Exeter, Farmersville, Lindsay, Tulare, Porterville, Woodlake, and the County of Tulare is listed below:

City of Dinuba

Local Transportation Fund (LTF)

Planning Contributions: \$47,225.26

Coordination & Implementation: \$12,462.69

City of Exeter

Local Transportation Fund (LTF)

Planning Contributions: \$19,585.03

Coordination & Implementation: \$5,168.46

City of Farmersville

Local Transportation Fund (LTF)

Planning Contributions: \$20,172.74

Coordination & Implementation: \$5,323.56

City of Lindsay

Local Transportation Fund (LTF)

Planning Contributions: \$23,312.54

Coordination & Implementation: \$6,152.15

City of Porterville

Local Transportation Fund (LTF)

Planning Contributions: \$106,092.55
Coordination & Implementation: \$27,997.69

County of Tulare

Local Transportation Fund (LTF)

Planning Contributions: \$255,880.53
Coordination & Implementation: \$67,526.55

City of Tulare

Local Transportation Fund (LTF)

Planning Contributions: \$123,323.17
Coordination & Implementation: \$32,544.83

City of Woodlake

Local Transportation Fund (LTF)

Planning Contributions: \$14,343.71
Coordination & Implementation: \$3,785.29

RECOMMENDATION:

Approve the claims for the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake and the County of Tulare as presented.

FISCAL IMPACT:

Failure to approve the claims will have a negative impact on local agencies' ability to receive funds as well as on TCAG's operating budget.

ATTACHMENT:

Resolution of Approval of 2022/2023 Local Transportation Fund (LTF) Claims for the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake and the County of Tulare.

BEFORE THE
TULARE COUNTY ASSOCIATION OF GOVERNMENTS
COUNTY OF TULARE, STATE OF CALIFORNIA

In the matter of:

APPROVE LOCAL TRANSPORTATION)
FUND (LTF) CLAIMS FOR THE CITIES OF)
DINUBA, EXETER, FARMERSVILLE,) Resolution No. 2022-xxx
LINDSAY, PORTERVILLE, TULARE AND)
WOODLAKE AND THE COUNTY OF)
TULARE FOR FISCAL YEAR 2022/2023)

WHEREAS, the State of California, through legislative action, has established the Transportation Development Act as enacted and amended by statute which authorized the creation of a State Transit Assistance Fund and Local Transportation Fund in each Regional Transportation Planning Agency (RTPA); and

WHEREAS, such RTPAs are authorized to approve disbursement of State Transit Assistance Funds and Local Transportation Funds under this Act; and

WHEREAS, the Tulare County Association of Governments (TCAG) has been duly authorized as the RTPA for Tulare County; and

WHEREAS, TCAG has adopted rules and regulations for administration of its duties under the Transportation Development Act; and

WHEREAS, claims for the following are submitted:

City of Dinuba

Local Transportation Fund (LTF)

Planning Contributions: \$47,225.26
Coordination & Implementation: \$12,462.69

City of Exeter

Local Transportation Fund (LTF)

Planning Contributions: \$19,585.03
Coordination & Implementation: \$5,168.46

City of Farmersville

Local Transportation Fund (LTF)

Planning Contributions: \$20,172.74
Coordination & Implementation: \$5,323.56

City of Lindsay

Local Transportation Fund (LTF)

Planning Contributions: \$23,312.54
Coordination & Implementation: \$6,152.15

City of Porterville

Local Transportation Fund (LTF)

Planning Contributions: \$106,092.55
Coordination & Implementation: \$27,997.69

County of Tulare

Local Transportation Fund (LTF)

Planning Contributions: \$255,880.53
Coordination & Implementation: \$67,526.55

City of Tulare

Local Transportation Fund (LTF)

Planning Contributions: \$123,323.17
Coordination & Implementation: \$32,544.83

City of Woodlake

Local Transportation Fund (LTF)

Planning Contributions: \$14,343.71
Coordination & Implementation: \$3,785.29

WHEREAS, claim amounts submitted do not exceed the estimated allocation amounts for 2022/2023; and

WHEREAS, the proposed expenditures are in conformity with the 2022 Regional Transportation Plan and incorporated Sustainable Communities Strategy.

NOW, THEREFORE, BE IT RESOLVED that the Transportation Development Act (TDA) claims of the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake and the County of Tulare in the amounts specified above is approved and funds shall be allocated as received.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 12th day of December, 2022 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Amy Shuklian
Chair, TCAG

Ted Smalley
Executive Director, TCAG

AGENDA ITEM IV-C

December 12, 2022

Prepared by Gabriel Gutierrez, TCAG Staff

SUBJECT:

Information: Implementation Status of Federally Funded Projects

BACKGROUND:

The **Surface Transportation Block Grant Program (STBGP)**, formerly known as STP, is a major source of funds that may be used by local agencies for projects to preserve and improve the transportation system consistent with regional priorities. The funds may be utilized on any Federal-aid highway, including the National Highway System (NHS), bridge projects on any public road, transit capital projects, and intracity and intercity bus terminals and facilities. In Tulare County, these funds have been primarily used for street and highway construction, reconstruction, rehabilitation, resurfacing, and operational improvements. Local agencies navigate a sometimes-complicated federal aid funding process to request and spend these funds in a timely manner. However, through our partnership with Caltrans, TCAG has helped local agencies with the timely and efficient delivery of their projects.

The **Congestion Mitigation and Air Quality (CMAQ) Program** has been a longstanding source of funding for TCAG's member agencies. Tulare County agencies qualify for funding due to the region being in a non-attainment area for meeting federal air quality standards for Particulate Matter (PM) and Ozone. The program exists under federal law and is implemented via guidance issued by the Federal Highway Administration and carried out by Caltrans. TCAG received estimates for the receipt of approximately \$6.2 million per year for the next four-year cycle. Project examples include roundabouts, signal coordination, compressed natural gas and electric facilities and vehicles, transit route expansion and bus purchases, etc.

DISCUSSION:

As the Metropolitan Planning Organization for the Tulare County region, TCAG is responsible for administering the competitive project selection process for STBGP and CMAQ projects, programming the selected projects in the FTIP, and ensuring that the programmed funds are being utilized appropriately and are obligated in a timely manner.

STBGP

In fiscal year 2021/22, agencies in the TCAG region were able to successfully obligate over \$4.2 million in STBGP funds. As we enter the new 2022/23 federal fiscal year, one project, the City of Visalia's Tulare Avenue Rehabilitation (Demaree to Roeben) Project has already been obligated. The amount obligated is \$3.086 million. There are no other STBGP funded projects programmed the remainder of this federal fiscal year.

CMAQ

In fiscal year 2021/22, agencies in the TCAG region were able to successfully obligate over \$6 million in CMAQ funds. As we enter the new 2022/23 federal fiscal year, six projects are scheduled for obligation. They are shown in the table below:

| CMAQ | | |
|---|--|---------------------------|
| Agency | Project | Amount Programmed* |
| Visalia | Visalia Signal Interconnects: Demaree Campus to Caldwell, Ben Maddox Goshen to St. John's, Houston Demaree to Giddings | \$1,097,000 |
| Visalia | Visalia Traffic Signal: Burke Stret and St. John's Parkway | \$660,000 |
| Caltrans | SR 190 and Plano Street Roundabout (Funds for PE and ROW) | \$1,636,000 (PE and ROW) |
| Caltrans | Porterville Plano and College Roundabout (Fun | \$1,636,000 (PE and ROW) |
| Visalia | Akers Street Traffic Signal Interconnect Plan | \$70,000 |
| Dinuba | Alta and Kamm Avenue Roundabout | \$1,800,000 |
| <i>* Unless otherwise noted, all amounts shown are for construction phase only.</i> | | |

ATTACHMENT:

None

AGENDA ITEM IV-D

December 12, 2022

Prepared by Benjamin Giuliani, TCAG Staff

SUBJECT:

Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update

BACKGROUND:

The CTC is responsible for the programming and allocating of funds for the construction of highway, passenger rail and transit improvements throughout California. The CTC met in Riverside on December 7th-8th. The next regular CTC meeting will be in Rocklin on January 25th-26th. The STIP is a biennial document, which covers five years of programming for transportation projects in California. The STIP is comprised of Regional Transportation Improvement Programs (RTIPs) from each of the counties in California and the Interregional Transportation Improvement Program (ITIP) that is developed by Caltrans. The RTIPs account for 75% and the ITIP accounts for 25% of the total STIP funding.

DISCUSSION:

December CTC Meeting

Adoption of the 2023 Active Transportation Program (ATP):

- \$2.385 million for the Houston Community Connectivity project in Visalia
- \$13.147 million for the Building Dinuba's Active Transportation Future
- \$1.519 million for HAWK Pedestrian Crossings Project in Porterville

October CTC Meeting

Caltrans State Highway Operation and Protection (SHOPP):

- Allocation of \$3.298m for design and \$1.759m for R/W support to rehabilitate drainage systems at various locations on SR-198 from the Kings County line to Sequoia National Park.

August CTC Meeting

Local Partnership Program (LPP) and STIP:

- Allocation of \$9 million of competitive LPP funding and \$7.4 million of STIP funding to the SR99/International Agri-Center Way (Commercial) interchange project.

Regional LPP Fund Estimate:

- Adopted the LPP local funding distribution. \$1.356m per year FY23/24 & 24/25 for TCAG. This compares to \$1.328m in 21/22 and \$1.258m in 22/23.

Regional Active Transportation Program (ATP) Fund Estimate

- Amended ATP fund estimate to account for the additional \$1b from the Governor's budget. For TCAG's share, \$8.847m total for FY23/24 thru FY26/27. The original share was \$3.373m.

2022 RTIP/STIP

The 2022 STIP was adopted by the CTC at the March 16th, 2022 meeting. There were no changes to TCAG's proposed RTIP. The 2022 STIP runs from FY 22/23 through FY 26/27.

2022 RTIP/STIP

| Project | Agency | Phase | FY 21/22 (2020 STIP) | FY 22/23 | FY 23/24 | FY 24/25 | FY 25/26 | FY 26/27 |
|--|---------------|--------------|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| SR-65 Realignment and operational improvements | Caltrans | PS&E Con | | | \$2.5m | | | \$1.9m |
| SR-99/Caldwell Interchange | Caltrans | R/W Con | | \$4.6m | \$7.0m | | | |
| SR-99/Commercial Interchange | Caltrans | R/W Con | \$7.4 m ¹ | | | | | |
| SR-99 Widening (Tagus-Prosperity) | Caltrans | Con | | | | | | |
| SR-99 Widening (City of Tulare) | Caltrans | E&P PS&E | \$6.37 m ² | | | | | |

¹Additionally, \$29.4 million from Measure R and \$16 million from BUILD

²\$4.3 million from ITIP and \$2.07 million from Prop 1b savings

PS&E = Plans, Specifications & Estimate, R/W = Right of Way, E&P = Environmental Studies and Permits

ATTACHMENTS:

None

AGENDA ITEM V-A

December 12, 2022

Prepared by Jeff Kuhn, Chief Deputy County Counsel

SUBJECT:

Information: Effect of 2022 Amendments to Brown Act

BACKGROUND:

Three substantive bills signed into law by the Governor in 2022 will amend the Brown Act: AB 2449, regarding teleconferencing; AB 2647, regarding late-distributed documents; and SB 1100, regarding disruption of meetings. All three new laws will take effect on January 1, 2023.

We discuss each new law in detail below.

DISCUSSION:

Question Presented:

What will be the practical impact on the Governing Boards of the 2022 amendments to the Brown Act regarding:

1. Remote attendance at Board meetings,
2. Late-distributed documents, and
3. Disruption at Board meetings?

Brief Answer:

1. Board members may attend and participate in a Board meeting remotely under the pandemic rules probably only until February 28, 2023, then under the slightly more relaxed rules until January 1, 2026, and under the basic rules at any time.
2. Routine open session documents to be distributed after the 72-hour deadline for a regular meeting will still generally be only allowed to be distributed to the Board members if the documents can also be distributed to the public in hard copy at the same time, which generally means only during the Clerk's office hours. The allowance to distribute such documents to the public electronically, with a hard copy being made available later, will be restricted to documents that meet certain criteria.
3. A new section of the Brown Act will provide some useful guidance for the Board Chairs in helping determine when an individual member of the public should be threatened with removal from the meeting due to disruptive actions.

This item will be discussed by Counsel at the board meeting and any questions regarding this item can be addressed.

RECOMMENDATION:

No action needed at this time.

FISCAL IMPACT:

None

ATTACHMENT:

Memo: Effect of 2022 Amendments to Brown Act

OFFICE MEMORANDUM * TULARE COUNTY * COUNTY COUNSEL

To: Members of the Governing Boards
Tulare County Association of Governments
Tulare County Transportation Authority

Date: November 28, 2022

Ted Smalley, Executive Director

From: Jeffrey L. Kuhn, Chief Deputy County Counsel

Subject: Effect of 2022 Amendments to Brown Act
(Our Matter No. 20221203)

Question Presented:



What will be the practical impact on the Governing Boards of the 2022 amendments to the Brown Act regarding:

1. Remote attendance at Board meetings,
2. Late-distributed documents, and
3. Disruption at Board meetings?

Brief Answer:

1. Board members may attend and participate in a Board meeting remotely under the pandemic rules probably only until February 28, 2023, then under the slightly more relaxed rules until January 1, 2026, and under the basic rules at any time.
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documents to the public electronically, with a hard copy being made available later, will be restricted to documents that meet certain criteria.

3. A new section of the Brown Act will provide some useful guidance for the Board Chairs in helping determine when an individual member of the public should be threatened with removal from the meeting due to disruptive actions.

Background:

Three substantive bills signed into law by the Governor in 2022 will amend the Brown Act: AB 2449, regarding teleconferencing; AB 2647, regarding late-distributed documents; and SB 1100, regarding disruption of meetings. All three new laws will take effect on January 1, 2023.

We discuss each new law in detail below.

Discussion:

1. Changes to teleconferencing rules

AB 2449ⁱ will extend, until January 1, 2026, the temporary authority for members of a legislative body of a local agency to use teleconferencing without complying with the usual requirements that each teleconference location be identified on the agenda and be made accessible to the public. Two versions of the temporary procedures are included in the new statute.

- a. Short-term extension of pandemic rules

For 2023 only, the Brown Act will continue to allow the entire Board to meet remotely under the pandemic rules.ⁱⁱ You have become familiar with these rules, which are as follows.

First, a state of emergency must have been proclaimed. The definition of “state of emergency” will continue to be limited to a particular state statute which requires the Governor to formally declare the emergency (which can be at the request of local authorities).ⁱⁱⁱ As you know, the Governor has announced that the declared COVID-19 state of emergency will end on February 28, 2023.^{iv} Accordingly, absent a COVID surge or another emergency which causes the Governor to issue another emergency declaration, the authority to meet entirely remotely will end on that date.

Second, state or local officials must have imposed or recommended measures to promote social distancing.

Finally, the legislative body must determine, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of meeting attendees.

If these conditions are met, then all members of the legislative body may attend and participate in the Board meeting remotely. The agenda must include notice of the means by which members of the public may access the meeting and offer public comment and must include an opportunity for all persons to attend via call-in or internet-based options. If public access through the remote options is disrupted, then the legislative body may not take any further action until service is restored. Live public comment must be allowed – a legislative body may not restrict public comments to those submitted in advance.

The legislative body must re-adopt the three findings listed above at least every 30 days. The findings must indicate that the legislative body has reconsidered the circumstances of the state of emergency and has concluded either that the emergency continues to directly impact the ability of the members to meet safely in person, and/or that state or local officials continue to impose or recommend measures to promote social distancing.

b. Short-term addition of slightly relaxed remote attendance rules (2023 – 2025)

Many boards have found that the pandemic allowance for all board members to attend remotely has been useful for reasons other than the pandemic. For example, it has been easier to get a quorum, and has allowed board members to avoid traveling to meetings in distant locations. Unfortunately, the Legislature apparently was not interested in allowing board members to continue attending remotely under more general remote attendance rules.

However, for 2023 through 2025, the Brown Act will include a temporary version of remote attendance which is slightly more relaxed than the usual requirements.^v First, at least a quorum of the members of the legislative body must attend and participate in person from a single location that is open to the public and located within the jurisdiction of the agency. (For a 17-person board like TCAG, this means that at least 9 members must attend and participate in person, leaving the potential for up to 8 members to attend and participate remotely. For TCTA and its 13-person Board, at least 7 members must attend in person, leaving the potential for up to 6 members to attend remotely.)

Second, the legislative body must provide public access through both audio and visual means. Options listed in the statute are a two-way audiovisual platform, or a two-way telephonic service combined with live webcasting. The same requirements listed above (notice of how members of the public may access the meeting and offer public comment, an opportunity to attend via call-in or internet-based options, stopping action if public access through the remote options is disrupted, and live public comment) will also apply to this type of remote attendance.

Third, a board member may attend and participate in the meeting remotely only if strict requirements are met: first, the board member either must have “just cause” (as defined below) for attending remotely, with that member limited to remote attendance at only two meetings per calendar year for “just cause,” or the member may request that the body allow the member to

participate remotely due to “emergency circumstances” (as defined below), and the legislative body takes action to approve the request. For both “just cause” and “emergency circumstances” remote participation, that member’s overall remote attendance may not exceed three consecutive months or 20 percent of the regular meetings of the board within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

A declaration of “just cause” does not require action by the legislative body. The board member must notify the legislative body of the need to participate remotely “at the earliest opportunity possible,” which may be as late as “the start of a regular meeting.”^{vi}

The term “just cause” is limited to the following:

- A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- A contagious illness.
- A need related to a physical or mental disability.
- Travel while on official business of the legislative body or another state or local agency.

The board member is only required to provide a general description of the circumstances which constitute “just cause.” The board member is not required to disclose any medical diagnosis or disability, or provide any personal medical information.

The procedures for a request to participate remotely due to “emergency circumstances” are slightly different. The board member must still make the request “as soon as possible,” but must make a separate request for each board meeting.^{vii} In addition, the legislative body must take action to allow the remote participation due to the emergency circumstances.^{viii} If the request was not submitted in time to be on the agenda, then the legislative body may take action anyway, under a new exception to the agenda rules for a regular meeting.^{ix}

The term “emergency circumstances” is limited to “a physical or family medical emergency that prevents a member from attending in person.”^x There is no information in the easily available legislative history explaining what the Legislature meant by this phrase.

Until there is clarification, we believe the Board can interpret this phrase as meaning a “physical ... emergency” or a “family medical emergency.” Thus, we believe the Board can approve remote attendance whenever a board member has an emergency which physically prevents the board member from attending in person – unsafe or impassible roads due to conditions such as fog, snow, flooding, or a traffic jam, the board member’s car breaking down on the way to the meeting, etc. For family, on the other hand, we believe the Board can approve remote attendance only due to a medical emergency – a family member’s car breaking down would not allow the Board to approve remote attendance.

As with the “just cause” allowance, the description of emergency circumstances can be general. The board member is not required to disclose any medical diagnosis or disability or provide any personal medical information.

Fourth, for both types of remote attendance, the board member must publicly disclose, before any action is taken at the meeting, whether any other adults are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individuals.

Finally, also for both types of remote attendance, the board member must participate through both audio and visual technology.

This version of the statute will be repealed effective January 1, 2026.

We will be working with the Executive Director on procedures to allow Board members to use the new remote attendance rules should they have a need to do so.

c. Basic rules for remote attendance

As described above, the pandemic rules will probably end on February 28, 2023, and the slightly more relaxed rules will be repealed as of January 1, 2026. The basic rules continue to be available now and will also be the sole option starting in 2026.^{xi}

The main difference between the basic rules and the temporary rules is that under the basic rules the board member attending remotely can only do so if this is planned ahead of time. In particular, the board member may attend only from a location accessible to the public and which is listed on the agenda, the agenda must be publicly posted at the remote location, and at least a quorum of the board must participate from locations within the jurisdiction of the agency. In other ways, the basic rules are more generous than the temporary ones. The board member need not participate by both audio and visual technology, need not disclose who else is in the room, and need not explain why the board member is not attending in person, or have the legislative body formally approve the request to attend remotely.

2. Update to rules regarding late-distributed documents

As you may recall, a case last spring held that routine open session documents² distributed to Board members after the 72-hour deadline for a regular meeting had to be distributed to the public at the same time in hard copy.^{xii} This essentially meant that such documents could be distributed to the Board members, even electronically, only during the Agency’s regular office hours.

² In the remainder of this memo we use the term “documents” as a shorthand for “routine open session documents.”

AB 2647^{xiii} will alleviate this requirement slightly, but not as much as we had hoped from an earlier version of the legislation. The new law will provide that in limited circumstances a document can be provided to the public only electronically at the same time it is distributed to the Board members, as long as it is made available to the public in hard copy later. These circumstances are as follows:

- The original agenda item materials must have been available in hard copy at least 72 hours before the meeting.
- The additional document is posted on the Agency's internet website in a manner which highlights its connection to the existing agenda item.
- Hard copies must be made available to the public during the Agency's business hours, no later than 24 hours before the beginning of the meeting in question.

TCAG/TCTA's existing practice of listing on every agenda the website address where members of the public can find all documents for upcoming meetings will be a legal requirement in order to take advantage of these new provisions.

Accordingly, the new law will only be of assistance in reducing the hard copy requirement when a document needs to be distributed which is similar to the proposed development agreement in the case from last spring: something that updates an existing agenda item significantly enough to be worth distributing over the weekend to both the Board members and the public. However, the hard copy will still need to be made available to the public at least 24 hours before the start of the meeting (therefore usually no later than 1:00 p.m. on Sunday before the Monday meetings).

We also note that the requirement under the Brown Act to list the location where members of the public may go to inspect such late-distributed hard copy documents remains in effect under the amendments. Accordingly, the Agency should continue the practice of listing this address on all agendas.

3. Disruption at board meetings

As you know, many boards have experienced an unusual level of disruption to meetings in recent years. While the First Amendment requires a board to accept speakers who make disruptive statements ("Give me liberty or give me death!" presumably caused a stir in the Second Virginia Convention in 1775), a board is not required to accept disruptive conduct. SB 1100^{xiv} provides some helpful guidelines in this regard.

This law will add a new section to the Brown Act. In general, the new statute permits a presiding officer to order an individual removed from the meeting due to disrupting it. The presiding officer is usually required to warn the individual that their behavior is disrupting the meeting and that if they do not stop, they may be removed from the meeting. (Giving the warning should be

accompanied by a call to the Sheriff or local police department, if no officers are present at the meeting.)

The new statute limits the definition to serious disruptive behavior:

(1) “Disrupting” means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 [permissible regulations for public to address legislative body, including time limit³] or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) “True threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.^{xv}

Accordingly, if someone at the meeting refuses to stop when their three minutes are up, or shouts from the audience so that speakers cannot be heard, or engages in other actions that disrupt the meeting, then the Board Chair should warn the disruptive speakers and ask for the Sheriff or police department to be called over to remove them from the meeting room.

Conclusion:

The 2022 amendments to the Brown Act will provide some limited assistance for remote attendance at meetings and for certain late-distributed documents. They will also provide some needed guidance for the Board Chairs in handling disruptive behavior at meetings.

We hope this information is helpful. Please let us know if you have questions or need anything else on this matter. Thank you.

JLK/BBG/11-28-22/TCAG-GENERAL/1888925.pdf

ⁱ Stats. 2022, ch. 285, effective January 1, 2023.

³ At one time some public agencies felt that the personnel rules under the Brown Act required them to ask members of the public not to criticize employees at public board meetings. There are cases holding that such a rule is unconstitutional (see, e.g., *Baca v. Moreno Valley Unified School Dist.* (C.D. Cal. 1996) 936 F.Supp. 719), but the Brown Act still has no express provision in this regard. Section 54954.3 provides only, “The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body.” (Subd. (c).)

ⁱⁱ Stats. 2022, ch. 285, § 1, amending Gov. Code, § 54953, subd. (e), as added by Stats. 2021, ch. 165, § 3, to be repealed on January 1, 2024.

ⁱⁱⁱ Stats. 2022, ch. 285, § 1, amending Gov. Code, § 54953, subd. (e), as added by Stats. 2021, ch. 165, § 3, to be repealed on January 1, 2024. The “state of emergency” statute is Gov. Code, § 8625, as cross-referenced in subd. (j)(5) of the 2023 version of § 54953.

^{iv} See press release from Governor’s office, available online at <https://www.gov.ca.gov/2022/10/17/governor-newsom-to-end-the-covid-19-state-of-emergency/#:~:text=SACRAMENTO%20%E2%80%93%20Today%2C%20Governor%20Gavin%20Newsom,used%20to%20combat%20COVID%2D19> (viewed on Nov. 15, 2022).

^v Stats. 2022, ch. 285, § 1, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 3, to be repealed on January 1, 2024; and Stats. 2022, ch. 285, § 2, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 4, operative Jan. 1, 2024, to be repealed on January 1, 2026. The remote attendance rules are in subd. (f) of the 2023 version, which, with the repeal of the pandemic rules at the end of 2023, will become subd. (e) of the 2024-2025 version.

^{vi} Stats. 2022, ch. 285, § 1, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 3, to be repealed on January 1, 2024; and § 2, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 4, operative Jan. 1, 2024, to be repealed on January 1, 2026. The quoted language is from subd. (f)(2)(A)(i) of the 2023 version, and from subd. (e)(2)(A)(i) of the 2024-2025 version.

^{vii} Stats. 2022, ch. 285, § 1, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 3, to be repealed on January 1, 2024; and § 2, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 4, operative Jan. 1, 2024, to be repealed on January 1, 2026. The quoted language is from subd. (f)(2)(A)(ii)(I) of the 2023 version, and from subd. (e)(2)(A)(ii)(I) of the 2024-2025 version.

^{viii} Stats. 2022, ch. 285, § 1, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 3, to be repealed on January 1, 2024; and § 2, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 4, operative Jan. 1, 2024, to be repealed on January 1, 2026. The quoted language is from subd. (f)(2)(A)(ii)(II) of the 2023 version, and from subd. (e)(2)(A)(ii)(II) of the 2024-2025 version.

^{ix} Stats. 2022, ch. 285, § 4, amending Gov. Code, § 54954.2, effective January 1, 2023, to be repealed on January 1, 2026. See also Stats. 2022, ch. 285, § 1, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 3, to be repealed on January 1, 2024; and § 2, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 4, operative Jan. 1, 2024, to be repealed on January 1, 2026, adding a cross-reference to § 54954.2 to § 54953, in subd. (f)(2)(A)(ii)(II) of the 2023 version, and in subd. (e)(2)(A)(ii)(II) of the 2024-2025 version. Stats. 2022, ch. 285, § 5 adds a replacement version of Gov. Code, § 54954.2, which reverts to the pre-pandemic version of the statute, operative January 1, 2026.

^x New subd. (j)(1) of Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 3, effective January 1, 2023, to be repealed on January 1, 2024. The same language will become subd. (i)(1) in Stats. 2022, ch. 285, § 2, amending Gov. Code, § 54953, as added by Stats. 2021, ch. 165, § 4, operative Jan. 1, 2024, to be repealed on January 1, 2026.

^{xi} Stats. 2022, ch. 285, § 3, effective January 1, 2023, adding a replacement version of Gov. Code, § 54953 which reverts to the pre-pandemic version of the statute, operative January 1, 2026.

^{xii} *Sierra Watch v. Placer County* (2021) 69 Cal.App.5th 1. (A separate CEQA case arising from the same facts and decided on the same date is *Sierra Watch v. County of Placer* (2021) 69 Cal.App.5th 86.)

^{xiii} Stats. 2022, ch. 971, § 1, effective January 1, 2023, amending Gov. Code, § 54957.5, as amended by Stats. 2021, ch. 615, § 208.

^{xiv} Stats. 2022, ch. 171, § 2, effective January 1, 2023, adding Gov. Code, § 54957.95.

^{xv} New Gov. Code, § 54957.95, subd. (b), as added by Stats. 2022, ch. 171, § 2, effective January 1, 2023.

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AGENDA ITEM V-B

December 12, 2022

Prepared by Gabriel Gutierrez, TCAG Staff

SUBJECT:

Information: Senate Bill 1 (SB 1) Competitive Programs Active Transportation Program (ATP) Update

BACKGROUND:

On April 28, 2017, Governor Brown signed Senate Bill 1 (SB1) (Beall, Chapter 5, Statutes of 2017), which is also known as the Road Repair and Accountability Act (RMRA) of 2017. This Act provides the first significant, stable, and ongoing increase in state transportation funding in more than two decades. In providing this funding, the Legislature has provided additional funding for transportation infrastructure, increased the role of the California Transportation Commission (CTC) in a number of existing programs, and created new transportation funding programs for the CTC to oversee.

The purpose and intention of the Act is to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road systems as well as provide transit assistance. SB1 affected eight different transportation funding programs including the Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), Solution for Congested Corridors Program (SCCP), and the Active Transportation Program (ATP).

DISCUSSION:

Summary of SB1 Funding Programs

Solutions for Congested Corridors Program (SCCP)

The purpose of the Solutions for Congested Corridors Program is to provide funding to achieve a balanced set of transportation, environmental, and community access improvements to reduce congestion throughout the state. This statewide, competitive program makes \$250 million available annually for projects that implement specific transportation performance improvements and are part of a comprehensive corridor plan by providing more transportation choices while preserving the character of local communities and creating opportunities for neighborhood enhancement.

Trade Corridor Enhancement Program (TCEP)

The Trade Corridor Enhancement Program provides an ongoing source of state funding dedicated to freight-related projects by establishing the new Trade Corridor Enhancement Account (TCEA). The TCEA will provide approximately \$300 million per year in state funding for projects which more efficiently enhance the movement of goods along corridors that have a high freight volume. Subsequent legislation (SB 103) combined the Trade Corridor Enhancement Program funds with existing federal freight funding.

In partnership with TCAG, Caltrans has prepared and submitted a TCEP application requesting funds for the right-of-way phase for the Tulare City Widening project on State Route 99. CTC funding recommendations will be announced on June 8, 2023.

Local Streets and Roads Program (LSRP)

The Local Streets and Roads Program dedicates approximately \$1.5 billion per year in new formula revenues apportioned by the State Controller to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Local Partnership Program (LPP)

The Local Partnership Program provides local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees with a continuous appropriation of \$200 million annually to fund road maintenance and rehabilitation, sound walls, and other transportation improvement projects.

In partnership with Caltrans, TCAG has prepared and submitted an LPP competitive grant requesting funds for the construction phase of the SR99/Caldwell Avenue Interchange Project. CTC funding recommendations will be announced on June 8, 2023.

SB 1 Augmented Funding Programs

State Highway Operation and Protection Program (SHOPP)

The additional SB 1 SHOPP investment, estimated at approximately \$1.5 billion annually to improve the condition of the State Highway System, and \$400 million annually for bridges and culverts will also have a positive impact on the State's economy. SB 1 requires the Commission to adopt and manage the SHOPP in a transparent and accountable manner.

State Transportation Improvement Program (STIP)

The STIP is the biennial five-year plan adopted by the Commission for future allocations of certain state transportation funds for state highway improvements, intercity rail, and regional highway and transit improvements. State law requires the Commission to update the STIP biennially, in even-numbered years, with each new STIP adding two new years to prior programming commitments. Tulare County's 2022 STIP proposal was approved by the CTC on March 16, 2022.

Active Transportation Program (ATP)

The Legislature created the ATP in 2013 to encourage increased use of active modes of transportation, such as biking and walking. SB 1 directs \$100 million annually the ATP, Applications for ATP Cycle 6 were due to the Commission on June 15, 2022. Agencies in the Tulare County region submitted 19 applications. CTC staff recommendations for the Statewide ATP component were announced on October 20, 2022. Of the 19 applications submitted, three were recommended for funding. The projects recommended for funding include:

City of Visalia's Houston Community Connectivity Project, \$2,385,000 in ATP Funds, final score received: 98

City of Dinuba's Building Dinuba's Active Transportation Future – Infrastructure & Non-Infrastructure, \$13,147,000 in ATP funds, final score received 98

City of Porterville's HAWK Pedestrian Crossings Project, \$1,519,000 in ATP funds, final score received 94.

TCAG staff commends the efforts of every agency that submitted ATP grant applications this cycle. The competition was particularly difficult as the project recommendation scoring threshold was 89 points for the Statewide component this cycle. The average score of grant applications submitted by agencies from our region was 84. Three applications requesting a total of \$28.4 of ATP funds came within two points of being funded¹. Of note are the City of Visalia's and City of Dinuba's applications which were recommended for funding. Both applications received a score of 98 which places them in a tie as the third highest scoring applications statewide (out of 434 applications submitted).

The TCAG region performed exceptionally well when compared to the other 7 counties that comprise the San Joaquin Valley MPO region. The TCAG region's average score of 84 was higher than each of the other county's average scores (except for the Kings County region which submitted one application with a score of 91). The next highest scoring region after TCAG was Fresno County with an average score of 74. Statewide, the TCAG region had the highest average score among regions that submitted 10 or more applications.

Applications not funded in the statewide component will have a second chance for funding under the MPO component. This cycle, there is \$8.8 million available for projects in the TCAG region. Staff expects to have the MPO component scoring recommendations brought to the TCAG Board in January 2023 for final approval.

RECOMMENDATION:

Information item only. No action needed at this time.

ATTACHMENTS:

None

Work Element: 604.01 – Transportation Improvement Program

¹ County of Tulare's Poplar Pedestrian Connectivity Project, requesting \$3.2m in ATP funds, score- 88
Tule River Tribe's Complete Streets and Two Pedestrian Bridge Project, requesting \$7.2m in ATP funds, score -87
City of Visalia's Goshen-Visalia Corridor Improvement Project, requesting \$18m in ATP funds, score- 87

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AGENDA ITEM VII-A
TULARE COUNTY ASSOCIATION OF GOVERNMENTS
REGIONAL TRANSPORTATION PLANNING AGENCY
METROPOLITAN PLANNING ORGANIZATION

Executive Minutes October 17, 2022

| Board Members | Alternates | Present (M)ember/(A)lternate | Agency |
|-------------------------------|-----------------|---------------------------------|--------------------------|
| Larry Micari | Paula Clark | M | Tulare County-Dist. 1 |
| Pete Vander Poel (Chair) | William Cushing | - | Tulare County-Dist. 2 |
| Amy Shuklian | Bill Whitlatch | M | Tulare County-Dist. 3 |
| Eddie Valero | Derek Williams | M | Tulare County-Dist. 4 |
| Dennis Townsend | Terren Brown | M | Tulare County-Dist. 5 |
| Maribel Reynosa | Linda Launer | - | City of Dinuba |
| Frankie Alves | Dave Hails | M | City of Exeter |
| Paul Boyer | Ruben Macareno | A | City of Farmersville |
| Ramona Caudillo | Ramiro Serna | A | City of Lindsay |
| Martha A. Flores (Vice-Chair) | Milt Stowe | M | City of Porterville |
| Terry Sayre | Jose Sigala | M | City of Tulare |
| Brian Poochigian | <i>Vacant</i> | M | City of Visalia |
| Rudy Mendoza | Jose Martinez | M | City of Woodlake |
| Kellie Carrillo | Hipolito Cerros | - | Rep. from Public Transit |
| Tyrone Holscher | Shea Gowin | M | Member-At-Large* |
| Vicki Riddle | Davis Ward | M | Member-At-Large* |
| Pamela Whitmire | Julie Allen | M | Member-At-Large* |
| Diana Gomez | Lorena Mendible | A | Caltrans* |

* Caltrans serves as an ex-officio member of the TCAG Policy Advisory Committee. At-large TCAG members and the Public Transit Provider representative are not members of the Tulare County Transportation Authority or Abandoned Vehicle Abatement Authority.

Counsel and TCAG Staff Present (X)

| | |
|---|--|
| <u>X</u> Jeff Kuhn, Tulare County Deputy Counsel | <u>X</u> Giancarlo Bruno, Regional Planner |
| <u>X</u> Ted Smalley, Executive Director | <u>X</u> Sheela Bhongir, Regional Planner |
| <u> </u> Benjamin Kimball, Deputy Executive Director | <u>X</u> Gail Miller, Associate Regional Planner/EH |
| <u>X</u> Benjamin Giuliani, Executive Officer-LAFCO | <u> </u> Maria Garza, Associate Regional Planner/EH |
| <u>X</u> Leslie Davis, Finance Director | <u> </u> Jennie Miller, Associate Regional Planner EH |
| <u>X</u> Roberto Brady, Principal Regional Planner | <u> </u> Michele Boling, TCAG Accountant III |
| <u>X</u> Derek Winning, Senior Regional Planner | <u>X</u> Brideget Moore, TCAG Analyst III |
| <u>X</u> Gabriel Gutierrez, Senior Regional Planner | <u> </u> Amie Kane, Administrative Clerk II |
| <u>X</u> Kasia Thompson, Associate Regional Planner | <u>X</u> Servando Quintanilla, Administrative Clerk II |
| <u>X</u> Steven Ingoldsby, Associate Regional Planner | <u>X</u> Holly Gallo, Office Assistant III |

I. WELCOME

The Tulare County Association of Governments Board Meeting was called to order by Chair Shuklian at 1:00 p.m. on October 17, 2022, at the Porterville Fire Department Training Facility, 500 N. Newcomb Street, Porterville, CA 93257.

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS

Public comments opened/closed at 1:04 p.m. No public comments received

Convene as the Transportation Policy Advisory Committee

IV. TRANSPORTATION CONSENT CALENDAR – ACTION AND INFORMATION ITEMS

Request Approval of the Transportation Consent Calendar Action Items IV-A through V-B.

A. Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings

B. Action: Adoption of Resolution: Authorize TCAG Executive Director to Amend T-Pass Agreement to Introduce Regional Day Passes and 7-Day Passes

Upon a Motion by Member Flores, and seconded by Member Micari, the Transportation Policy Advisory Committee unanimously approved the Transportation Consent Calendar Action Items IV-A through IV-B. Absent: Vander Poel, Reynosa, Boyer, and Carrillo. Abstained: Whitmire.

C. Information: Implementation Status of Federal Projects

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update

Mr. Giuliani announced that the CTC meeting had been held October 12th-13th in Santa Barbara and that the next meeting would be held December 7th-8th in Riverside. Mr. Giuliani stated that during the October meeting 1 Tulare County project had SHOPP funds allocated, 3.3 million for design and 1.8 million for right-of-way support to rehabilitate drainage systems at various locations on SR-198 from the Kings County line to Sequoia National Park.

B. Information: Senate Bill 1 (SB 1) Competitive Program Update

Mr. Gutierrez provided an update on Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), and Active Transportation Program (ATP). He discussed that in partnership with TCAG, Caltrans was preparing a TCEP application requesting funds for the right-of-way phase for the Tulare City Widening project on State Route 99. Mr. Gutierrez announced that TCEP project nominations would be due to the CTC on November 18, 2022 and CTC funding recommendations would be released on June 8, 2023. ATP projects would be recommended for Statewide and Small Urban and Rural components of the program would be announced on October 19, 2022, therefore he would have more to report after that time.

C. Information: Caltrans Monthly Report

Ms. Lorena Mendibles provided updates on Clean California program stating that applications would be due in April 2023 and a virtual workshop would be held November 3, 2023. Ms. Mendibles discussed various grant opportunities that are upcoming and the deadlines for each. Ms. Mendibles outlined the various Caltrans projects being conducted within Tulare County.

Adjourn as the Transportation Policy Advisory Committee and Convene as the Tulare County Association of Governments

VI. REQUEST TO REAFFIRM ALL ACTIONS TAKEN WHILE SITTING AS THE TRANSPORTATION POLICY ADVISORY COMMITTEE

Upon a Motion by Member Townsend, and seconded by Member Flores, the Transportation Policy Advisory Committee unanimously reaffirmed all actions while sitting as the Transportation Policy Advisory Committee. Absent: Vander Poel, Reynosa, and Carrillo.

VII. ASSOCIATION CONSENT CALENDAR-ACTION AND INFORMATION ITEMS

Request Approval of the Association Consent Calendar Action Items VII-A through VII-RR

A. Action: Minutes of August 15, 2022 TCAG Board Meeting

B. Action: Minutes of August 11, 2022 Technical Advisory Committee Meeting

C. Action: Cancel the November and Reschedule the December 2022 Tulare County Association of Governments (TCAG) and the Technical Advisory Committee (TAC) Meetings

- D. Local Clearinghouse Review (LCR) 2023-02: Monson-Sultana Joint Unified Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 1: Heating, Ventilation, and Air Conditioning (HVAC) Units**
- E. Local Clearinghouse Review (LCR) 2023-03: Monson-Sultana Joint Unified Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 2: Technological Equipment**
- F. Local Clearinghouse Review (LCR) 2023-04: Monson-Sultana Joint Unified Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 3: School Buses**
- G. Local Clearinghouse Review (LCR) 2023-05: Monson-Sultana Joint Unified Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 4: Site Improvements**
- H. Local Clearinghouse Review (LCR) 2023-06: City of Lindsay United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 1: Public Safety Vehicles**
- I. Local Clearinghouse Review (LCR) 2023-07: City of Lindsay United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 2: Public Works Vehicles**
- J. Local Clearinghouse Review (LCR) 2023-08: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 1: Kitchen Equipment**
- K. Local Clearinghouse Review (LCR) 2023-09: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 2: Kitchen Equipment (Orosi)**
- L. Local Clearinghouse Review (LCR) 2023-10: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 3: Cutler Safety Cameras**
- M. Local Clearinghouse Review (LCR) 2023-11: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 4: Cutler Kitchen Improvements**
- N. Local Clearinghouse Review (LCR) 2023-12: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 5: Cutler HVAC**
- O. Local Clearinghouse Review (LCR) 2023-13: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 6: Cutler Teacher Equipment**
- P. Local Clearinghouse Review (LCR) 2023-14: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 7: Cutler School Buses**
- Q. Local Clearinghouse Review (LCR) 2023-15: Cutler-Orosi Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 8: Cutler Soccer Field Improvements**

- R. Local Clearinghouse Review (LCR) 2023-16: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 9: Cutler Wireless Network**
- S. Local Clearinghouse Review (LCR) 2023-17: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 10: Orosi Teacher Equipment**
- T. Local Clearinghouse Review (LCR) 2023-18: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 11: Orosi HVAC**
- U. Local Clearinghouse Review (LCR) 2023-19: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 12: Orosi Ice Machines**
- V. Local Clearinghouse Review (LCR) 2023-20: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 13: Orosi Safety Cameras**
- W. Local Clearinghouse Review (LCR) 2023-21: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 14: Orosi Soccer Field Improvements**
- X. Local Clearinghouse Review (LCR) 2023-22: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 15: Orosi Wireless Network**
- Y. Local Clearinghouse Review (LCR) 2023-23: Cutler-Orosi Joint Unified School District
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 16: Cutler HVAC**
- Z. Local Clearinghouse Review (LCR) 2023-24: Waukena Joint Union Elementary School
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 1: School Bus**
- AA. Local Clearinghouse Review (LCR) 2023-25: Waukena Joint Union Elementary School
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 6: Technology and Storage Seatrains**
- BB. Local Clearinghouse Review (LCR) 2023-26: Waukena Joint Union Elementary School
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 2: School Bus 2**
- CC. Local Clearinghouse Review (LCR) 2023-27: Waukena Joint Union Elementary School
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 3: Vehicles**
- DD. Local Clearinghouse Review (LCR) 2023-28: Waukena Joint Union Elementary School
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 4: Food Storage**
- EE. Local Clearinghouse Review (LCR) 2023-29: Waukena Joint Union Elementary School
United States Department of Agriculture (USDA) Rural Development Community
Facilities Grant Application No. 5: Classroom Furniture**

- FF. Local Clearinghouse Review (LCR) 2023-30: Oak Valley Union Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application: Agricultural Program Equipment**
- GG. Local Clearinghouse Review (LCR) 2023-31: Palo Verde Union Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 1: Bus Purchase No 1**
- HH. Local Clearinghouse Review (LCR) 2023-32: Palo Verde Union Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 2: Bus Purchase No 2**
- II. Local Clearinghouse Review (LCR) 2023-33: Palo Verde Union Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 3: Bus Purchase No 3**
- JJ. Local Clearinghouse Review (LCR) 2023-34: Saucelito Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application: Bus Purchase**
- KK. Local Clearinghouse Review (LCR) 2023-35: City of Woodlake United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 1: Public Works Vehicles and Equipment**
- LL. Local Clearinghouse Review (LCR) 2023-36: City of Woodlake United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 2: Public Safety Vehicles and Equipment**
- MM. Local Clearinghouse Review (LCR) 2023-37: Monson-Sultana Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 5: Maintenance Equipment**
- NN. Local Clearinghouse Review (LCR) 2023-38: Monson-Sultana Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 6: Communications Equipment**
- OO. Local Clearinghouse Review (LCR) 2023-39: Monson-Sultana Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No 7: Performing Arts Improvement**
- PP. Local Clearinghouse Review (LCR) 2023-40: Allensworth Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application: Site Improvements**
- QQ. Local Clearinghouse Review (LCR) 2023-41: Woodlake Fire District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 1: Equipment**
- RR. Local Clearinghouse Review (LCR) 2023-42: Woodlake Fire District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application No. 2: Fire Engine**

Upon a motion by Member Townsend, and seconded by Member Holscher, the Association unanimously approved the Association Consent Calendar Items VII-A through VII-RR. Absent: Vander Poel, Reynosa, and Carrillo.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative update

Member Townsend reported on the Valley Voice Washington D.C. trip that had met in September and discussed the importance of bringing Valley issues to legislators over the course of many meetings and outlined the speaking points.

Mr. Smalley discussed State efforts, Sacramento trips for in person meetings, and to work on two grants for the Caldwell interchange project and the City of Tulare widening near Paige Avenue. He stated that TCAG would be going to Washington D.C. in January to discuss earmarks and Valley priorities.

B. Presentation: Report from Congresswoman Conway's office

No report given

C. Presentation: Report from Congressman Valadao's office

Mr. Clayton Smith, representative for Congressman Valadao's office, stated that the Congressman is working on three pieces of legislation which included the Online Dating Safety Act, which would ensure those who use online dating platforms are informed about users who abuse these services to defraud others; the Determination of NEPA Adequacy Streamlining Act, which would streamline the approval process for energy production; and the Working to Advance Tangible and Effective Reforms (WATER) for California Act, which would bring more water to the farmers, businesses, and rural communities in the Valley.

D. Presentation: Report from Assemblyman Mathis' office

Ms. Rosalinda Alexander, Field Representative with Assemblyman Mathis' office provided updates on legislation that had recently passed AB 1762: State Capitol Gold Star Families Monument, which would allow a memorial monument on the grounds of the State Capitol; AB 1899: Crimes of False Personation which would prohibit impersonating first responders, state or local government personnel through the internet or electronic means for the purposes of defrauding another; and AB 2877: Safe and Affordable Drinking Water Funds for Tribes, this would provide better access to water for Tribes within the District.

E. Presentation: Report from Senator Grove's office

No report given

F. Presentation: Report from Senator Hurtado's office

No report given

G. Action: Adoption of Resolution: Multi-Jurisdictional Housing Element Consultant Selection

Mr. Smalley stated that at request of many of the agencies, TCAG Staff is managing the preparation of a multi-jurisdictional housing element. A request for proposals was distributed and one proposal from Rincon Consultants had been received. Mr. Smalley reported the recommendation that Rincon Consultants be selected to prepare the Tulare County Multi-Jurisdictional Housing Element in accordance with the scope of work and at a cost of no more than \$999,683.

Upon a motion by Member Flores, and seconded by Member Micari, the Association unanimously approved the selection of Rincon Consultants. Absent: Vander Poel, Reynosa, and Carrillo.

H. Information: Save the Dates: Board Training, and Board Retreat

Mr. Smalley announced two Board trainings will take place in February and March 2023 and are open to all Board and Alternate Board members. He also announced that a Board Retreat would be scheduled for March 23, 2023, at Saint Anthony Retreat in Three Rivers and encouraged all to RSVP.

I. Action: Adoption of Resolution: Approval of 2021-2022 Fiscal Audit for Tulare County Regional Transit Agency (TCRTA) Consultant Selection

Ms. Davis explained that this item was a request to approve the consultant selection to complete the 2021-2022 fiscal audit for TCRTA. Ms. Davis provided background on the selection of Brown Armstrong for the 2021 through 2022-2023 fiscal year audits for TCAG and

included TCRTA however, TCRTA was in the beginning phase and so the consultant was invited to return and review 2021/2022 to determine if additional resources would be needed. Brown Armstrong has presented a proposal indicating the additional resources needed for FY 2021/2022 audit in the amount of \$20,000. The following fiscal year 22/23 would be for \$25,000 and it was recommended that TCRTA include that in their budget.

Upon a motion by Member Flores, and seconded by Member Micari, the Association unanimously approved the recommendations as presented for Item VIII-I. Absent: Vander Poel, Reynosa, and Carrillo.

IX. CORRESPONDENCE

A. Department of Housing and Community Development (HCD) Review of Adopted Regional Housing Need Allocation Plan (RHNP)

Chair Shuklian noted that a letter from the Department of Housing and Community Development had been received regarding the review of the adopted RHNP.

X. OTHER BUSINESS

A. Information: Items from Staff

1. TCAG Director's Report

Mr. Smalley discussed the Valley efforts with the Air District and the work on the PM10 plan. He also reminded cities and the county to get earmarks requests in so that they could be presented. Mr. Smalley stated that ongoing efforts are being reviewed to look at potential inland ports and outlined grant opportunities.

B. Information: Items from Board Members

1. Tulare County Water Commission Update

Ms. Flores reported that a flood control update was provided by Ross Miller, Emergency operations for Tulare County and water level sensors, flood sign project were among topics discussed as well. While discussing the Poplar agreement, Ms. Flores noted that 2020-2022 was the driest period on record. During the meeting, new commissioners were also welcomed to the group.

2. San Joaquin Valley Policy Council Update

No additional report provided from Member Townsend.

3. San Joaquin Joint Powers Authority (SJJPA) – Amtrak Update.

Chair Shuklian stated that during the last meeting approval of various construction and operation items had been reviewed. She reported that ridership is up by 76% and revenue had increased which is a good thing to see.

4. San Joaquin Valley Housing Task Force Update

Member Valero stated that no meeting had been held so no report provided.

5. TCAG Transit Report

No report provided.

C. Request from Board Members for Future Agenda Items

None

XI. ADJOURN

The TCAG Meeting was adjourned at approximately 2:07 p.m.

**ADJOURN AS THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS AND CONVENE
AS THE TULARE COUNTY TRANSPORTATION AUTHORITY**

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Item VII-B

TCAG Technical Advisory Committee Meeting

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

October 13, 2022 – Summary Meeting Minutes

ATTENDANCE LIST

| | |
|-------------------------------|------------------|
| City of Dinuba | George Avila |
| City of Exeter | Eddie Wendt |
| City of Farmersville | <i>Absent</i> |
| City of Lindsay | <i>Absent</i> |
| County of Tulare | Karla Arteaga |
| City of Porterville | Javier Sanchez |
| City of Tulare | Michael Miller |
| City of Woodlake | <i>Absent</i> |
| City of Visalia | Dolores Verduzco |
| Tule River Indian Reservation | <i>Absent</i> |
| TCAG | Ted Smalley |
| Caltrans | Lorena Mendibles |

Others Present:

TCAG Staff Present: Giancarlo Bruno, Derek Winning, Benjamin Giuliani, Roberto Brady, Leslie Davis, Brideget Moore and Servando Quintanilla Jr Recording.

SUMMARY MEETING MINUTES

(Minutes reflect agenda items discussed only)

I. CALL TO ORDER & WELCOME:

The meeting was called to order by Mr. Smalley at 1:30 p.m.

All action and informational documents were distributed for review and discussion. All actionable items would be voted on at the next Tulare County Association of Governments (TCAG) Board meeting, scheduled for October 17, 2022.

III. PUBLIC COMMENTS

Public comments opened 1:30pm.

IV. TRANSPORTATION CONSENT CALENDAR –INFORMATION ITEMS

A. Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings

Mr. Smalley stated that this item was to keep remote attendance for Public Meetings.

B. Action: Adoption of Resolution: Authorize TCAG Executive Director to Amend T-Pass Agreement to Introduce Regional Day Passes and 7-Day Passes

Mr. Bruno discussed that the TCAG Board was authorized to set the price of the T-Pass per existing agreements, which also stipulate that regional pass pricing should be reevaluated no less than once every three (3) years and that TCRTA had proposed, and tentatively approved, a T-Pass fare structure that incorporated one-day and 7-day passes and adoption of the resolution would authorize TCAG Executive Director to amend T-Pass Agreement to incorporate reduced, daily, and weekly passes.

C. Information: Implementation Status of Federal Projects

Mr. Smalley discussed City of Visalia STBGP projects and the City of Dinuba roundabout at Alta and Kamm Avenue.

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update

Mr. Smalley stated that there was a lot of work to be done on the HWY 198 and Kings County Line to Sequoia National Park, and Caldwell interchange had already been obligated, and SR99/International Agri-Center Way project was out for bid.

B. Information: Senate Bill 1 (SB 1) Competitive Programs Update

Mr. Smalley discussed the Trade Corridor Enhancement Program sharing that TCAG would be partnering with Caltrans, Merced County Association of Governments, and Madera Transportation Commission and applying for a 25 million dollar grant for right of way for the City of Tulare widening project at SR 99 and Paige Interchange and a Local Partnership Program grant for 15 million for SR99/Caldwell Avenue Interchange.

C. Information: Caltrans Monthly Report

Ms. Mendibles discussed the Clean California grant and that Caltrans would be hosting workshops. She mentioned that the Sustainable Transportation Grant Program would have virtual workshops also.

VII. ASSOCIATION CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

C. Action: Cancel the November and Reschedule the December 2022 Tulare County Association of Governments (TCAG) and the Technical Advisory Committee (TAC) Meetings

Mr. Smalley discussed the schedule changes for November and December meetings.

D.– RR. Local Clearinghouse Review (LCR) 2023-02 – 2023-42

Mr. Smalley opened discussion over Local Clearinghouse Review items sharing that it was the most ever received on one agenda.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative Update

Mr. Smalley stated that Supervisor Townsend would report on the Valley trip to Washington D.C., on the state side, he reported that TCAG continued to work on the Finish the 99 campaign.

G. Action: Adoption of Resolution: Multi-Jurisdictional Housing Element Consultant Selection

Mr. Smalley stated the TCAG staff conducted a thorough review of the proposal received and found the consulting firms to be qualified for the work, and based on the review, Rincon Consultants was recommended by TCAG staff to prepare the Tulare County Multi-Jurisdictional Housing Element in accordance with the scope of work provided in the project RFP at a cost of no more than \$999,683.

H. Information: Save the Dates: Board Training and Board Retreat

Mr. Smalley explained that if cities had new representatives that they should attend TCAG's upcoming Board Training and Board Retreat.

I. Adoption of Resolution: Approval of 2021-2022 Fiscal Audit for Tulare County Regional Transit Agency (TCRTA) Consultant Selection

Ms. Davis discussed in consultation with TCRTA Executive Director, staff recommends the approval of Brown Armstrong CPA's to provide the additional resources necessary to complete the FY 2021/2022 audit for TCRTA in the amount of \$20,000 and staff also

recommend that TCRTA include the resources necessary to complete the FY 2022/2022 audit for \$25,000 within their FY 2023/2024 budget.

IX. CORRESPONDENCE

A. Department of Housing and Community Development (HCD) Review of Adopted Regional Housing Need Allocation Plan (RHNP)

Ms. Smalley discussed the letter from HUD about the approval for RHNA.

XI. ADJOURN

The TCAG Technical Advisory Committee adjourned at 1:47 p.m.

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, December 12, 2022, at 1:00 PM Tulare Ag Auditorium 4437 S. Laspina Tulare, CA 93274**The Technical Advisory Committee will meet on **Thursday, December, 2022, at 1:30 p.m. at the Tulare County Association of Governments (TCAG), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.**

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Tulare County Association of Governments

AGENDA ITEM VII-C

December 12, 2022

Prepared by Amie Kane, TCAG Staff

SUBJECT:

Action: Approve the 2023 Tulare County Association of Governments (TCAG), and Technical Advisory Committee (TAC) Meeting Calendar and Reconfirm Cancellation Policy

BACKGROUND:

Tulare County Association of Governments (TCAG) does not have its own facility to accommodate Board meetings. Past TCAG Chairs and member agencies have requested that the location for the TCAG and TCTA Board meetings rotate throughout the county. In some instances, where more space is needed for hearings or workshops or if a facility is not available, TCAG reserves the Tulare Ag Commission Auditorium at 4437 S. Laspina St., Tulare, CA 93274.

The Technical Advisory Committee (TAC) meeting locations are held at the TCAG office at 210 North Church Street, Suite B, Visalia, CA 93291.

DISCUSSION:

The 2023 Tulare County Association of Governments (TCAG), Tulare County Transportation Authority (TCTA), and Technical Advisory Committee (TAC) meeting schedule is attached for the Governing Board's review and approval. Generally, the TCAG and TCTA Board meeting is held on the third Monday of each month, with a few exceptions. The TAC meeting is held the Thursday, prior to the TCAG Board meeting. Due to occasional conflicts, meetings are subject to change with notice. The Chair in consultation with the Executive Director may cancel or reschedule a meeting.

RECOMMENDATIONS:

Approve the 2023 TCAG, TCTA and TAC Meeting Calendar, including the provision allowing the Chair, in consultation with the Executive Director, to cancel or reschedule a meeting.

ATTACHMENT:

2023 TCAG, TCTA and TAC Meeting Calendar

2023 TCAG/TCATA and TAC Meeting Calendar with Meeting Locations

| <u>TAC Meeting (Thursdays, 1:30 p.m.)</u> | <u>TCAG/TCATA Board Meeting (3rd Monday, 1:00 pm)</u> | <u>Location#</u> |
|---|--|--|
| January 19, 2023* | January 23, 2023* | Tulare County Human Resources & Development 2500 W. Burrel Avenue Visalia, CA 93291 |
| February 23, 2023* | February 27, 2023* | Tulare County Human Resources & Development 2500 W. Burrel Avenue Visalia, CA 93291 |
| March 16, 2023 | ^March 20, 2023 | Dinuba Community Center 1390 E. Elizabeth Way Dinuba, CA 93618 |
| April 13, 2023* | ^April 17, 2023* | Tulare Ag Auditorium 4437 S. Laspina Tulare CA 93274 |
| May 11, 2023 | May 15, 2023 | Farmersville Community Center 623 N. Avery Street Farmersville, CA 93223 |
| June 15, 2023 | June 19, 2023 | Exeter Veterans Memorial Building 324 N. Kaweah Ave. Exeter, CA 93221 |
| July 13, 2023* | July 17, 2023* | TBD |
| August 17, 2023 | August 21, 2023 | Woodlake Community Center 145 N. Magnolia Street Woodlake, CA 93286 |
| September 14, 2023 | September 18, 2023 | Lindsay Wellness Center 860 N. Sequoia Lindsay, CA 93247 |
| October 12, 2023 | October 16, 2023 | Porterville Fire Department Training Facility 500 N. Newcomb Street Porterville, CA 93257 |
| November 16, 2023* | November 20, 2023* | TBD |
| December 14, 2023* | ^December 18, 2023* | Tulare Ag Auditorium 4437 S. Laspina Tulare CA 93274 |

* Exception to standard board meeting dates is due to Holidays or a meeting conflict.

Meeting locations are subject to change.

^ Times may vary if a workshop precedes a meeting.

Tulare County Association of Governments

AGENDA ITEM VII-D

December 12, 2022

Prepared by Holly Gallo, TCAG Staff

SUBJECT:

Action: Local Clearinghouse Review (LCR) 2023-43: Oak Valley Union Elementary School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant No. 2: Truck and Forklift

BACKGROUND:

Tulare County Association of Governments (TCAG) coordinates the review of local clearinghouse pre-applications for federal grants, loans, and financial assistance. After reviewing the applications submitted, TCAG drafts letters to the applicant, State Clearinghouse, and local agencies that may have interest or could be affected by the project before submitting the preapplication for the TCAG board to review.

DISCUSSION:

This program provides funding to assist in the development of essential community facilities in rural areas. Essential community facilities include those that provide essential services to the local community, excluding private, commercial, or business undertakings. Eligible projects include the purchase, construction, or improvement of such facilities, equipment acquisition, and related project expenses.

This project will provide funding to acquire a truck and forklift for Oak Valley Union Elementary School District (OVUESD).

RECOMMENDATION:

Approve, deny, or request clarification from the requesting agency representatives.

FISCAL IMPACT:

There is no fiscal impact to TCAG.

ATTACHMENTS:

1. Agency Response Forms
2. TCAG Report
3. Grant Application



210 N. Church St., Ste. B
Visalia, California 93291
(559)623-0450
FAX (559)733-6720
www.tularecog.org

LOCAL CLEARINGHOUSE REVIEW - AGENCY COMMENTS/RECOMMENDATIONS

DATE: October 28, 2022
TO: Interested Agencies
FROM: Holly Gallo, TCAG Staff
SUBJECT: LOCAL CLEARINGHOUSE REVIEW L.C.R. 2023-43
Oak Valley Union Elementary School District USDA Community Facilities Grant Application No. 2

Please see attached application for federal funding. Any comments and/or recommendations that you feel are appropriate may be written below in the spaces provided or in a separate letter. All comments must be returned to this office by Friday, November 25, to be reviewed and forwarded by the TCAG Board of Governors to the State Clearinghouse, thereby completing our local review of the proposal. Thank you for your time and consideration in this matter.

Please return comments:

By email to TCAGINFO@TULARECAG.CA.GOV or by fax to (559) 733-6720 or by mail to Tulare County Association of Governments, Attn: Holly Gallo, 210 N. Church Street, Suite B, Visalia, CA 93291.

- The proposal does not duplicate or conflict with any of our programs or policies.
- The proposal is consistent with our General Plan, zoning and/or growth policies.
- The proposal is not consistent with our General Plan, zoning and/or growth policies.
(Please explain below or attach supplement)
- The proposal is not consistent with our General Plan, zoning and/or growth policies.
(Please explain below or attach supplement)
- We have no objections/comments regarding this proposal.

This proposal/funding request should be: Approved
 Approved with modifications
 Denied

Comments:

Completed by: _____ Agency: _____

TULARE COUNTY ASSOCIATION OF GOVERNMENTS FUNDING REPORT

Local Clearing House Review 2023-43

USDA Community Facilities Grant

APPLICATION

Oak Valley Union Elementary School District Application – Truck and Forklift

Funds requested are as follows:

| | | |
|----------------|----|------------------|
| Federal: | \$ | 50,000.00 |
| Applicant: | \$ | 40,909 |
| State: | \$ | 0 |
| Local: | \$ | 0 |
| Other: | \$ | 0 |
| Program Income | \$ | 0 |
| Total: | \$ | <u>90,909.00</u> |

SCOPE OF PROJECT

This program provides funding to assist in the development of essential community facilities in rural areas. Essential community facilities include those that provide essential services to the local community, excluding private, commercial, or business undertakings. Eligible projects include the purchase, construction, or improvement of such facilities, equipment acquisition, and related project expenses.

This project will provide funding to acquire a truck and forklift for Oak Valley Union ESD.

FAX COVER SHEET

TO**COMPANY** TC Assoc. of Governments**FAX NUMBER** 15597336720**FROM** Tyger Bates**DATE** 2022-10-19 11:43:15 GMT**RE** Oak Valley Union ESD - Community Facility GrantApplication

COVER MESSAGE

Attached is an application for the Community Facilities Grant on behalf of Oak Valley Union Elementary School District. We are requesting a review under Executive Order 12372.

I may be contacted at tyger@tygerbatescpa.com or (559) 786-4668. District Superintendent, Heather Pilgrim Ed.S., may be contacted at h.pilgrim@oakvalleyschool.org or (559) 688-8023.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

| Application for Federal Assistance SF-424 | | |
|--|--|--|
| * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | * If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/> |
| * 3. Date Received: <input type="text"/> | 4. Applicant Identifier: <input type="text"/> | |
| 5a. Federal Entity Identifier: <input type="text"/> | 5b. Federal Award Identifier: <input type="text"/> | |
| State Use Only: | | |
| 6. Date Received by State: <input type="text"/> | 7. State Application Identifier: <input type="text"/> | |
| 8. APPLICANT INFORMATION: | | |
| * a. Legal Name: <input type="text" value="Oak Valley Union Elementary School District"/> | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="770568920"/> | * c. UEI: <input type="text" value="kkzydk3kunn5"/> | |
| d. Address: | | |
| * Street1: <input type="text" value="24500 RD 68"/> | Street2: <input type="text"/> | |
| * City: <input type="text" value="Tulare"/> | County/Parish: <input type="text"/> | |
| * State: <input type="text" value="CA: California"/> | Province: <input type="text"/> | |
| * Country: <input type="text" value="USA: UNITED STATES"/> | * Zip / Postal Code: <input type="text" value="93274-9607"/> | |
| e. Organizational Unit: | | |
| Department Name: <input type="text"/> | Division Name: <input type="text"/> | |
| f. Name and contact information of person to be contacted on matters involving this application: | | |
| Prefix: <input type="text"/> | * First Name: <input type="text" value="Heather"/> | |
| Middle Name: <input type="text"/> | * Last Name: <input type="text" value="Pilgrim"/> | |
| Suffix: <input type="text" value="Ed.S."/> | Title: <input type="text" value="Superintendent"/> | |
| Organizational Affiliation: <input type="text"/> | | |
| * Telephone Number: <input type="text" value="559-688-2908"/> | Fax Number: <input type="text" value="559-688-8023"/> | |
| * Email: <input type="text" value="h.pilgrim@oakvalleyschool.org"/> | | |

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA Rural Development

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

Community Facilities Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Oak Valley School - Truck and Forklift

Attach supporting documents as specified in agency instructions

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

| | |
|---------------------|--|
| * a. Federal | <input type="text" value="50,000.00"/> |
| * b. Applicant | <input type="text" value="40,909.00"/> |
| * c. State | <input type="text"/> |
| * d. Local | <input type="text"/> |
| * e. Other | <input type="text"/> |
| * f. Program Income | <input type="text"/> |
| * g. TOTAL | <input type="text" value="90,909.00"/> |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 216, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

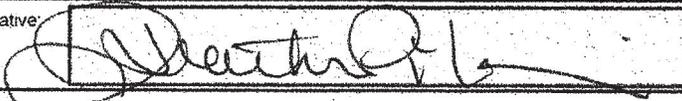
* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

LOCAL CLEARINGHOUSE CASE NUMBER: 2023-43

Board of Supervisors/Admin

- Townsend Vander Poel
- Micari Valero
- Shuklian Jason Britt - CAO

County Agencies

Tulare County Office of Education (TCOE)

Choose an item.

Choose an item.

Other: Click here to enter text.

Resource Management Agency

Choose an item.

Choose an item.

Choose an item.

Other: Click here to enter text.

Utility Companies

- AT&T Broadband
- Pacific Bell
- PG&E
- SCE
- Southern California Gas
- Verizon

CITY OF Enter city here.

OTHER Click here to enter text.

COUNTY OF Enter county here.

School Districts:

Choose an item.

Other: Click here to enter text.

Special Districts:

Choose an item.

Other: Click here to enter text.

Other Special Districts:

Choose an item.

Choose an item.

Choose an item.

Other: Click here to enter text.

Tulare County Association of Governments

AGENDA ITEM VII-E

December 12, 2022

Prepared by Holly Gallo, TCAG Staff

SUBJECT:

Action: Local Clearinghouse Review (LCR) 2023-44: Waukena Joint Unified School District United States Department of Agriculture (USDA) Rural Development Community Facilities Grant No. 7: Marquee

BACKGROUND:

Tulare County Association of Governments (TCAG) coordinates the review of local clearinghouse pre-applications for federal grants, loans, and financial assistance. After reviewing the applications submitted, TCAG drafts letters to the applicant, State Clearinghouse, and local agencies that may have interest or could be affected by the project before submitting the preapplication for the TCAG board to review.

DISCUSSION:

This program provides funding to assist in the development of essential community facilities in rural areas. Essential community facilities include those that provide essential services to the local community, excluding private, commercial, or business undertakings. Eligible projects include the purchase, construction, or improvement of such facilities, equipment acquisition, and related project expenses.

This project will provide funding to update the marquee for Waukena Joint Unified School District (WJUSD).

RECOMMENDATION:

Approve, deny, or request clarification from the requesting agency representatives.

FISCAL IMPACT:

There is no fiscal impact to TCAG.

ATTACHMENTS:

1. Agency Response Forms
2. TCAG Report
3. Grant Application



210 N. Church St., Ste. B
Visalia, California 93291
(559)623-0450
FAX (559)733-6720
www.tularecog.org

LOCAL CLEARINGHOUSE REVIEW - AGENCY COMMENTS/RECOMMENDATIONS

DATE: November 2, 2022

TO: Interested Agencies

FROM: Holly Gallo, TCAG Staff

SUBJECT: LOCAL CLEARINGHOUSE REVIEW L.C.R. 2023-44
Waukena Joint Unified School District USDA Community Facilities Grant Application No. 7

Please see attached application for federal funding. Any comments and/or recommendations that you feel are appropriate may be written below in the spaces provided or in a separate letter. All comments must be returned to this office by Friday, November 25, to be reviewed and forwarded by the TCAG Board of Governors to the State Clearinghouse, thereby completing our local review of the proposal. Thank you for your time and consideration in this matter.

Please return comments:

By email to TCAGINFO@TULARECAG.CA.GOV or by fax to (559) 733-6720 or by mail to Tulare County Association of Governments, Attn: Holly Gallo, 210 N. Church Street, Suite B, Visalia, CA 93291.

- The proposal does not duplicate or conflict with any of our programs or policies.
- The proposal is consistent with our General Plan, zoning and/or growth policies.
- The proposal is not consistent with our General Plan, zoning and/or growth policies.
(Please explain below or attach supplement)
- The proposal is not consistent with our General Plan, zoning and/or growth policies.
(Please explain below or attach supplement)
- We have no objections/comments regarding this proposal.

This proposal/funding request should be: Approved
 Approved with modifications
 Denied

Comments:

Completed by: _____ Agency: _____

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
FUNDING REPORT**

Local Clearing House Review 2023-44

USDA Community Facilities Grant

APPLICATION

Waukena Joint Unified School District Application NO. 7 - Marquee

Funds requested are as follows:

| | | |
|----------------|----|-------------------|
| Federal: | \$ | 50,000.00 |
| Applicant: | \$ | 59,000.00 |
| State: | \$ | 0 |
| Local: | \$ | 0 |
| Other: | \$ | 0 |
| Program Income | \$ | 0 |
| Total: | \$ | <u>109,000.00</u> |

SCOPE OF PROJECT

This program provides funding to assist in the development of essential community facilities in rural areas. Essential community facilities include those that provide essential services to the local community, excluding private, commercial, or business undertakings. Eligible projects include the purchase, construction, or improvement of such facilities, equipment acquisition, and related project expenses.

This project will provide funding to install a marquee for Waukena JUSD.

FAX COVER SHEET

TO

COMPANY TC Assoc. of Governments

FAX NUMBER 15597336720

FROM Tyger Bates

DATE 2022-11-02 00:14:48 GMT

RE Waukena- Community Facility Grant App 7

COVER MESSAGE

GoodAfternoon,

Attached is an application for the Community Facility Grant on behalf of Waukena Joint Union Elementary School District. We are requesting a review under Executive Order 12372.

District Superintendent T. Jeffrey Cooley can be reached at tjeffrey@waukenaschool.org or (559) 686-3328. I can be reached at tyger@tygerbatescpa.com or (559) 786-4668.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

| Application for Federal Assistance SF-424 | | |
|--|--|--|
| * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | * If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/> |
| * 3. Date Received: <input type="text"/> | * 4. Applicant Identifier: <input type="text"/> | |
| 5a. Federal Entity Identifier: <input type="text"/> | 5b. Federal Award Identifier: <input type="text"/> | |
| State Use Only: | | |
| 6. Date Received by State: <input type="text"/> | 7. State Application Identifier: <input type="text"/> | |
| 8. APPLICANT INFORMATION: | | |
| * a. Legal Name: <input type="text" value="Waukena Joint Union Elementary School District"/> | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="770563722"/> | * c. UEI: <input type="text" value="st11up32fqk3"/> | |
| d. Address: | | |
| * Street1: <input type="text" value="19113 Rd 28"/> | Street2: <input type="text"/> | |
| * City: <input type="text" value="Tulare"/> | County/Parish: <input type="text"/> | |
| * State: <input type="text" value="CA: California"/> | Province: <input type="text"/> | |
| * Country: <input type="text" value="USA: UNITED STATES"/> | * Zip / Postal Code: <input type="text" value="93274-8924"/> | |
| e. Organizational Unit: | | |
| Department Name: <input type="text"/> | Division Name: <input type="text"/> | |
| f. Name and contact information of person to be contacted on matters involving this application: | | |
| Prefix: <input type="text"/> | * First Name: <input type="text" value="Jeffrey"/> | |
| Middle Name: <input type="text"/> | * Last Name: <input type="text" value="Cooley"/> | |
| Suffix: <input type="text"/> | Title: <input type="text" value="Superintendent / Principal"/> | |
| Organizational Affiliation: <input type="text"/> | | |
| * Telephone Number: <input type="text" value="559-686-3328"/> | Fax Number: <input type="text"/> | |
| * Email: <input type="text" value="tjeffrey@waukenaschool.org"/> | | |

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA Rural Development

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

Community Facilities Grant

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Waukena School - Marquee

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant 22

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment Delete Attachment View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

| | |
|---------------------|------------|
| * a. Federal | 50,000.00 |
| * b. Applicant | 59,000.00 |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 109,000.00 |

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

Add Attachment Delete Attachment View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Jeffrey Middle Name: * Last Name: Cooley Suffix:

* Title: Superintendent / Principal

* Telephone Number: 559-686-3328 Fax Number:

* Email: tjeffrey@waukenaschool.org

* Signature of Authorized Representative: [Handwritten Signature]

* Date Signed: 10/1/2022

LOCAL CLEARINGHOUSE CASE NUMBER: 2023-44

Board of Supervisors/Admin

- Townsend Vander Poel
- Micari Valero
- Shuklian Jason Britt - CAO

County Agencies

Tulare County Office of Education (TCOE)

Choose an item.

Choose an item.

Other: Click here to enter text.

Resource Management Agency

Choose an item.

Choose an item.

Choose an item.

Other: Click here to enter text.

Utility Companies

- AT&T Broadband
- Pacific Bell
- PG&E
- SCE
- Southern California Gas
- Verizon

CITY OF Enter city here.

OTHER Click here to enter text.

COUNTY OF Enter county here.

School Districts:

Choose an item.

Other: Click here to enter text.

Special Districts:

Choose an item.

Other: Click here to enter text.

Other Special Districts:

Choose an item.

Choose an item.

Choose an item.

Other: Click here to enter text.

Tulare County Association of Governments

AGENDA ITEM VII-F

December 12, 2022

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approval of Amendment No. 4 to the FY 2022/2023 Overall Work Plan (OWP)

BACKGROUND:

On April 18, 2022, the Tulare County Association of Governments (TCAG) FY 2022/2023 Overall Work Plan (OWP) was adopted through Resolution No. 2022-118. Amendments throughout the year are necessary to allow TCAG to deliver services as requested by its member agencies and to effectively spend state and federal funds.

DISCUSSION:

Amendment No.4 to the FY 2022/2023 OWP is necessary to allow TCAG to deliver services as requested by its member agencies.

The following Work Elements were adjusted to record the final PL,5303 and SB1 current allocations and to incorporate the final approved closing carryover balances from FY 2021/2022 per documentation from Caltrans and final FY 2022/2023 allocations.

| Work Element | Description | Total |
|------------------|---|----------|
| 602.03-1000 | ATP - CS | 1 |
| 602.04 | Transit Planning and Coordination | 30,614 |
| 602.04-1050 | Cross Valley Corridor Transit Development Plan | (1,840) |
| 602.06 | Special Transportation Project Studies | 225,000 |
| 602.10-1121 | Sustainable Communities Planning Grant - Environmental Justice & Health Impact Assessments FY 20/21 | (20,993) |
| 602.10-1221 | Sustainable Communities Planning Grant - Sustainable Communities Strategy FY 20/21 | (44,526) |
| 602.10-1422 | Sustainable Communities Planning Grant - ATP Tribe FY 21/22 | (30,748) |
| 602.10-1522 | sustainable Communities Planning Grant-Regional Transit Outreach FY 21/22 | 2,489 |
| 602.10-1623 | Sustainable Communities Planning Grant-ABM Development FY 22/23 | 9,782 |
| Total Net Change | | 169,779 |

RECOMMENDATIONS:

Staff recommends the approval of Amendment No. 4 to the OWP.

FISCAL IMPACT:

Funding increases are PL, 5303 and SB1 eligible and Measure R.

ATTACHMENTS:

Resolution approving FY 2022/2023 OWP Amendment No. 4

BEFORE THE
TULARE COUNTY ASSOCIATION OF GOVERNMENTS
COUNTY OF TULARE, STATE OF CALIFORNIA

In the matter of:

APPROVING FY 2022/2023 OVERALL)
WORK PLAN (OWP) AMENDMENT NO. 4) Resolution No. 2022-XXX

WHEREAS, the Regional Transportation Planning Agency Board of Governors adopted the FY 2022/2023 Overall Work Program (OWP) on April 18, 2022, with approval of Resolution 2022-118; and

WHEREAS, Amendment No. 4 to the FY 2022/2023 OWP is necessary to record the final PL, 5303 and SB1 current allocations and to incorporate the final approved closing carryover balance from FY 2021/2022 and FY 2022/2023 final allocations, and

WHEREAS, Amendment No. 4 has increased or decreased the following work elements:

| Work Element | Description | Total |
|--------------|---|----------------|
| 602.03-1000 | ATP - CS | 1 |
| 602.04-0000 | Transit Planning and Coordination | 30,614 |
| 602.04-1050 | Cross Valley Corridor Transit Development Plan | (1,840) |
| 602.06-0000 | Special Transportation Project Studies | 225,000 |
| 602.10-1121 | Sustainable Communities Planning Grant - Environmental Justice & Health Impact Assessments FY 20/21 | (20,993) |
| 602.10-1221 | Sustainable Communities Planning Grant - Sustainable Communities Strategy FY 20/21 | (44,526) |
| 602.10-1422 | Sustainable Communities Planning Grant - ATP Tribe FY 21/22 | (30,748) |
| 602.10-1522 | sustainable Communities Planning Grant-Regional Transit Outreach FY 21/22 | 2,489 |
| 602.10-1623 | Sustainable Communities Planning Grant-ABM Development FY 22/23 | 9,782 |
| | Total Net Change | 169,779 |

WHEREAS, funding increases are PL, 5303 and SB1 eligible and Measure R.

NOW, THEREFORE, BE IT RESOLVED that the TCAG FY 2022/2023 Overall Work Program (OWP) is amended as shown above. It is herein referenced as Amendment No. 4.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 12th day of December, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Amy Shuklian
Chair, TCAG

Ted Smalley
Executive Director, TCAG

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AGENDA ITEM VII-G

December 12, 2022

Prepared by Giancarlo Bruno, TCAG Staff

SUBJECT:

Action: Authorize One-Year License Renewal with PublicInput

BACKGROUND:

PublicInput is an online community engagement platform designed to facilitate stakeholder outreach and save staff time on related tasks such as creating content, hosting virtual meetings, and tabulating data. TCAG has utilized it extensively for outreach such as the 2022 Regional Transportation Plan and the annual unmet transit needs campaign. Staff intends to continue to use the platform for these and other similar community engagement activities. TCAG initially acquired a one-year license with PublicInput in January 2021, which it subsequently renewed for a second one-year term. The current contract runs through January 6, 2023.

DISCUSSION:

Staff has obtained a quote for renewal of TCAG’s complete license for the Public Input engagement hub along with technical support and training sessions for staff. The quoted cost is \$25,992 for a one-year contract.

RECOMMENDATION:

Authorize TCAG staff to execute a one (1) year license renewal agreement for the PublicInput software suite at a cost of \$25,992.

FISCAL IMPACT:

Funds are budgeted in TCAG’s 2022/2023 OWP.

ATTACHMENT:

1. PublicInput License Renewal Agreement



SERVICES ORDER FORM

| |
|--|
| Entity Name: Tulare County Association of Governments, CA |
| Department/Division: All |
| Authorized Users: Giancarlo Bruno |
| Primary POC: Giancarlo Bruno |
| Phone: +1 (559) 623-0470 |
| Email: gbruno@tularecag.ca.gov |

| |
|---|
| Service License Type: Enterprise - Agency - Complete |
| Initial Services Term: 1/7/2023 - 1/6/2024 |
| Initial Services Term Fee: \$25,992 |
| 2024-2025 Standard Services Fee: \$26.771 |
| Annual Payment Date: 1/2023 |

Software as a Service Agreement

This Software as a Service Agreement (this "**Agreement**"), effective as of [1/7/2023] (the "**Effective Date**"), is by and between Cityzen Solutions, Inc. dba as PublicInput, a Delaware corporation with offices located at 2409-107 Crabtree Blvd., Suite 303, Raleigh, NC 27604 ("**Provider**"), and [Tulare County Association of Governments], a [CA] [government agency] with offices located at [210 N. Church St. Suite B Visalia, CA 93291] ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer available at www.publicinput.com/training and www.support.publicinput.com/en.

(e) "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(f) "**Services**" means the software-as-a-service offering described in the Services Order Form, attached hereto and incorporated herein as **Exhibit A**. Any

additional tasks outside of the software-as-a-service offering, including but not limited to website development or consulting, are not included in the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. [The total number of Authorized Users will not exceed the number set forth in **Exhibit A**, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.]

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

Without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (i) host content, surveys, communications, or data on behalf of another organization or public agency that is not explicitly licensed to use the Services; (ii) share or permit any authorized administrative user to share any access credentials with any person other than an authorized administrative user. For additional clarity regarding this Section 2(c), frequently asked questions about agency licenses are provided at <https://blog.publicinput.com/agency-license-sharing>.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel,

or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a

breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Support. The access rights granted hereunder entitle Customer to the support services described [on **Exhibit B**/from time to time on Provider's website located at [PROVIDER'S WEBSITE ADDRESS]] for [one year/[OTHER SUPPORT PERIOD]] following the Effective Date under this Agreement and thereafter, solely if Customer purchases additional support services.]]

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the Initial Services Term Fee for the Initial Services Term as set forth in **Exhibit A**. Customer shall pay Provider the Standard Services Fee for all Renewal Terms, as defined in Section 11 herein. Standard Services Fees may be subject to an increase of 3.0% per Renewal Term. For purposes of this Agreement, the Initial Services Term Fee and Standard Services Fee(s) shall each be referred to as the "**Fees.**" Customer shall make all payments hereunder in US dollars on or before the Annual Payment Date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fifteen (15) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of three (3) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment,

together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 5% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display

the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Warranty Disclaimer.

(a) THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to: (A) modify or replace the Services, or component or part thereof, to make it non-infringing; or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, and any Third-Party Claims based on Customer's or any Authorized User's: (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. [IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED \$[AMOUNT].]

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF

WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. This Agreement shall begin as of the Effective Date hereof and, unless otherwise terminated pursuant to this Agreement's express provisions, continue through the Initial Service Term as described in **Exhibit A** (the "**Initial Term**"). The Initial Term and any Renewal Terms (as described herein) shall each be referred to as a "**Term**." At the end of the then-current Term, unless either party provides written notice to the other party of its intent to not renew this Agreement within 90 days of the expiration of the Term, this Agreement shall automatically renew for an additional period of the same duration as the then-current Term (the "**Renewal Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under **Section 2(c)** or 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 11(d) and 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile[or email] (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall [Provider/either Party] be liable to [Customer/the other Party], or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement [(except for any obligations to make payments)], if and to the extent such failure or delay is caused by any circumstances beyond [Provider's/such Party's] reasonable control, including but not limited to acts of God, flood, fire, earthquake, [OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS,] explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial

disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of [or related to] this Agreement or the licenses granted hereunder [will/may] be instituted [exclusively] in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Raleigh and County of Wake, and each Party irrevocably submits to the [exclusive] jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider[, which consent shall not be unreasonably withheld, conditioned, or delayed]. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining

any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) [US Government Rights]. Each of the Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.]

(j) [Equitable Relief]. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, [Section 2(c)], would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) [Counterparts]. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Cityzen Solutions, Inc

Tulare County Association of Governments,
CA

By: *Kevin Fowler*

By: _____

Name: Kevin Fowler

Name: _____

Title: Director of Finance

Title: _____

Date: 11/10/2022

Date: _____

EXHIBIT A

Service Order Form

Included with Agency License

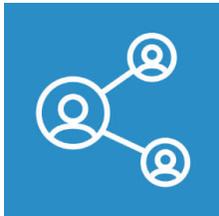
Agency will receive access to the platform at the following plan levels (see PublicInput/Plans). Overview of included functions and services:



Public | Engagement Hub

Subscription Level: Complete **Price:** \$25,992

- Engagement Suite**
Survey & mapping engagement tools, social media sync, reports & analysis, translation tools, and data import.
- Public Meetings**
Virtual Meeting/Events, registration, live polling, speaker queue, and meeting storage tools.
- Public Comment**
Project-specific email endpoints, automated text message engagement, and comment response tools.



Public | CRM

Subscription Level: Complete **Price:** \$Included

- Citizen Relationship Management (CRM) Database**
Centralized management and segmentation of contacts.
- Extended Access Controls**
Ability to provide selective access to project and CRM data to consultants, partner organizations, and peer agencies (See Terms and Conditions).
- Equity Mapping**
Mapping layer overlays from the Environmental Protection Agency's (EPA) EJSCREEN tool directly in your participant maps to highlight Environmental Justice (EJ) communities and communities that have been historically disenfranchised.



Public | Contact

Subscription Level: Not Included

Price: N/A



Enterprise Email, Text Messaging, and Social Media Subscriber Suite

Centralized marketing campaigns, subscriber alerts, list management, custom email templates, drag/drop email editor, subscription management for a database of up to **N/A** contacts.

Agency License Scope



Organizational

Admin access will be provided for the following Agency departments:

ALL

No cap is set on the number of administrator seats. Admins will ensure users complete a New User Orientation or attend a 1:1 Continuing Education Hour prior to being given access beyond 'Read-Only'.

| Included Communication Credits | Included Quantity |
|---|-------------------------|
| Outbound Email Credits | Unlimited |
| Text Message Credits (Sent/Received Messages) | 24,000 credits / 1 year |

| Optional Add-ons | Block Rate |
|---|-----------------------------------|
| Additional Email Credits | \$100 per 100,000 additional |
| Text Message Credits (Sent/Received Messages) | \$250 per 10,000 additional |
| Targeted Social Media | \$200 per 10,000 paid impressions |
| 1:1 Supplemental Training Hours | 1hr / \$150 |

All add-on credits can be purchased on an as-needed basis via P-Card or digital invoice.

Guaranteed Public Records Request Compliance

When department-level administrators commit to the following actions during their engagement efforts, PublicInput.com guarantees compliance with records retention requirements for projects managed on the platform.

- All admins attend a PublicInput training prior to receiving access beyond 'Read-Only'
- All project contacts are imported into the organization's Resident Database (Public | CRM)
- Project social media activity is synchronized to respective project in the dashboard
- Email/text responses to public comment are sent via the PublicInput Platform
- Public meetings are hosted within or listed on the Meetings & Offline dashboard
- Project email endpoints are used to manage inbound resident comments and questions
- All offline feedback received is documented within the Manual Data Entry portal

[EXHIBIT B]

SERVICE LEVELS [AND SUPPORT]

Standard Customer Support Contract Terms

Dated: 10/14/22

PublicInput will provide onboarding and implementation services, as well as ongoing support and maintenance as reasonably requested by Customer. Support services related to bug reports or material defects, defined as a malfunction which causes failure of a critical feature or issues with platform performance, will be prioritized, and time associated with fixing any bugs or material defects will be included in the Annual Subscription Fee. Requests for modifications, not considered to be related to a bug or material defect, will be scheduled based on the nature of the request, resource availability, and is subject to pricing stated below. Custom Development, defined as product updates that do not currently exist in their exact form, will be delivered at PublicInput discretion. If approved, Custom Development will be scheduled based on resource availability and charged at the hourly rates set forth in this Agreement.

Standard Customer Support Includes:

- A. Periodic virtual user training
- B. Access to PublicInput API and API Documentation
- C. Customer support via phone, email, chat, ticketing system
- D. Hosting and backup services
- E. Data access for purpose of analytics
- F. Platform data extraction availability at all times: platform data will be available to extract provided the customer gives at least 24 hours notice (weekends excluded)

Optional Service Offerings & Fees

- A. Data Imports - Custom (Fee variation based on scope and complexity)
- B. Programming Services - \$500/hour (Includes customized development work; Minimum 20 hours)
- C. CS Professional Services - \$250/hour (Data research, clean up, special projects or other services; Minimum 8 hours)

AGENDA ITEM VII-H

December 12, 2022

Prepared by Benjamin A. Kimball, TCAG Staff

SUBJECT

Action: Reaffirm Consultant Agreement with Rincon Consultants for the Multi-Jurisdictional Housing Element

BACKGROUND:

California housing element law requires every jurisdiction to prepare and adopt a housing element as part of general plans. In California it is typical for each city or county to prepare and maintain its own separate general plan and housing element. The MJHE provides an opportunity for countywide housing issues and needs to be more effectively addressed at the regional level rather than just at the local level. In addition, the economies of scale from the multijurisdictional effort resulted in significant cost savings for participating jurisdictions.

While legislative changes have increased the cost and complexity of the housing element since the fifth cycle, there are some advantages in pursuing a joint effort, and local members have requested TCAG hire a consultant to be paid for by participating member agencies to develop a sixth cycle multijurisdictional housing element.

State housing element requirements are framed in Government Code, Sections 65580 through 65589, Chapter 1143, Article 10.6. The law requires the State Department of Housing and Community Development (HCD) to administer the law by reviewing housing elements for compliance with state law and by reporting its written findings to the local jurisdiction. State housing element law mandates that housing elements be updated every eight years. The Sixth Cycle Multi-Jurisdictional Housing Element will cover the planning period of December 31, 2023, through December 31, 2031, and must be adopted and submitted to HCD for certification by December 31, 2023.

The primary objective of the project is to prepare a regional plan, with individual appendices for each participating jurisdiction, addressing housing needs to be certified by the state. Due to timeline constraints, it's anticipated that any required rezone would be included as a program in the participating jurisdiction's housing element to be completed after adoption.

DISCUSSION:

On October 17, 2022 the TCAG Board approved Rincon Consultants to prepare the Multi-Jurisdictional Housing Element and authorized TCAG staff to negotiate a contract with the firm. Staff and counsel have reviewed and signed the agreement. Staff is requesting that the Board reaffirm the final signed agreement.

RECOMMENDATIONS:

Reaffirm agreement with Rincon Consultants to prepare the Tulare County Multi-Jurisdictional Housing Element.

FISCAL IMPACT:

Expected project costs for FY 2022/23 are budgeted in TCAG's 2022/23 Overall Work Plan (OWP).

ATTACHMENTS:

1. Agreement with Rincon
Work Element: 670.10-1000 Regional Housing Element

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT
Regional Housing Element**

THIS AGREEMENT (“Agreement”) is entered into as of November 1, 2022, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California (“TCAG”), and **Rincon Consultants, Inc.**, (“CONTRACTOR”). TCAG and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of November 1, 2022 and expires at 11:59 PM on June 30, 2024 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibit B**
- 4. INSURANCE:** Before approval of this Agreement by TCAG, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. SCHEDULE:** See attached **Exhibit D**
- 6. PROJECT STAFF:** add information applicable. Additional project staff are included in **Exhibit E**.
- 7. GENERAL AGREEMENT TERMS AND CONDITIONS:** TCAG’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. TCAG’S “General Agreement Terms and Conditions” are in the attached **Exhibit F**.
- 9. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

TCAG:

Attn: Ted Smalley
210 N. Church Street, Suite B
Visalia, Ca 93291
Phone No.: (559) 623-0450
Fax No.: (559) 733-6720

CONTRACTOR:

Rincon Consultants, Inc.
7080 North Whitney Ave. Suite 101
Tulare, CA 93720
Phone No.: (559) 228-9925

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT
Regional Housing Element**

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

10. SUBCONTRACTING: If this box is checked , CONTRACTOR has indicated it will utilize subcontractors to provide certain services related to this Agreement. CONTRACTOR has selected the following subcontractors ("Subcontractors") to provide the goods or services related to the Agreement:

Mintier Harnish

Veronica Tam and Associates

11. AUTHORITY: CONTRACTOR represents and warrants to TCAG that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that TCAG has relied upon this representation and warranty in entering into this Agreement.

12. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

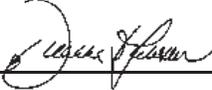
[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT
Regional Housing Element**

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

[INSERT CONTRACTOR'S FORMAL NAME]

Date: November 7, 2022

By  _____

Print Name Deanna Hansen

Title Vice President

Date: November 4, 2022

By  _____

Print Name Richard Daulton

Title Vice President/Corp. Secretary

[Pursuant to Corporations Code section 313, TCAG policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, TCAG policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Date: _____

By _____
Amy Shuklian, Chair

ATTEST: Ted Smalley
Executive Director

Tulare County Association of Governments

AGENDA ITEM VIII-A

December 12, 2022

Prepared by Benjamin Kimball, TCAG Staff

SUBJECT:

Information: Legislative Update

BACKGROUND:

Prior to Covid 19, TCAG conducted one or more One Voice trips to Washington, D.C. to collaborate with administration and legislative bodies on matters of federal policy and financing. TCAG also participated in legislative efforts and Valley Voice trips conducted by the San Joaquin Valley Policy Council, both to Washington, D.C. for federal matters and Sacramento for state matters.

In addition, TCAG works with the California Councils of Government (CalCOG), the Self Help Counties Coalition (Self Help), the American Planning Association (APA) and the National Association of Regional Councils (NARC) to advance the regional agenda and get additional support from the federal and state government.

Assisting TCAG staff in these efforts is our federal lobbyist, Pace Government Solutions, and our State Lobbyist the Politico Group.

DISCUSSION:

STATE LEGISLATION

At the December 12, 2022 Board meeting, staff will provide an update regarding ongoing legislation and various issues.

FINISH 99 EFFORT

TCAG is working with Madera and Merced on a “Finish the 99” campaign. A significant number of agencies, local businesses or organizations, and statewide advocates have provided support. As presented in prior meetings, Senator Hurtado led an effort to get the valley assembly and senate representatives to all sign a letter of support to Finish 99.

FEDERAL LEGISLATION

As a result of the recent infrastructure bill TCAG continues to work with our consultant to review and comment as Federal Highway Administration develops implementation plans (called rule making). TCAG staff will also work to identify funding opportunities for our member agencies.

TCAG staff with the help of federal government relations firms continues to monitor the conditions back in DC, including the next round of appropriations requests. A TCAG One Voice Trip to Washington, D.C. is tentatively being planned for Spring of 2023.

ATTACHMENT(S):

None

Work Element: 601.08 Advocacy

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AGENDA ITEM VIII-H

December 12, 2022

Prepared by Benjamin A. Kimball, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Application for Regional Early Action Plan (REAP) 2.0 Funding

BACKGROUND:

The REAP 2.0 program is a flexible program that seeks to accelerate progress towards state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of adopted regional and local plans to achieve these goals.

The program was established as part of the 2021 California Comeback Plan under AB 140 and builds on the success of REAP 2019, but expands the program focus by integrating housing and climate goals, and allowing for broader planning and implementation investments, including infrastructure investments that support infill development that facilitates housing supply, choice, and affordability.

Through the REAP 2.0 program, approximately \$600 million will be made available statewide to the following objectives in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state priority planning goals.

The REAP 2.0 Program Objectives are as follows:

- Accelerate infill development that facilitates housing supply, choice, and affordability;
- Affirmatively Further Fair Housing (AFFH); and
- Reduce Vehicle Miles Traveled (VMT).

DISCUSSION:

- Neighborhood Village: Civil improvements and sidewalks included in the Neighborhood Village affordable housing project in the amount of **\$2,817,796**. This is the remaining gap in this shovel ready project and will directly incentive and facilitate 52 units of affordable housing.
- Affordable Housing Transit Pass/Voucher Program: For 4 projects we are requesting **\$437,400** to fund a micro-mobility program which will be county wide next year. The program not only includes “bus passes” but also could include free micro-mobility vouchers for affordable housing residents. Self Help Housing hopes to launch this program at new sites in Tulare County. This promotes housing stability and retention of PSH units as residents need to access transportation. This also supports direct GHG reductions.
- Multi-Modal Hub: This proposal includes **\$1,800,000** for this project which would result in a total budget of \$5,327,938 which is more representative of the current

cost of construction. This would be done in direct connection with Los Arroyos I and would serve the residents of Los Arroyos I and II (108 units).

- Santa Fe Commons II: Requesting a total of **\$1,369,655.49** for the Santa Fe Commons II project which would result in the direct construction of affordable housing units in Tulare.

RECOMMENDATIONS:

Staff recommends that TCAG Staff and Self-Help Enterprises be authorized to apply for REAP 2.0 funding for these projects.

FISCAL IMPACT:

No significant fiscal impact.

ATTACHMENTS:

Resolution authorizing the grant application(s).

BEFORE THE
TULARE COUNTY ASSOCIATION OF GOVERNMENTS
COUNTY OF TULARE, STATE OF CALIFORNIA

In the matter of:

| | | |
|----------------------------------|---|----------------|
| APPROVAL TO APPLY FOR REGIONAL |) | |
| EARLY ACTION PLANNING (REAP) 2.0 |) | |
| FOR TRANSPORTATION PROJECTS IN |) | Resolution No. |
| CONNECTION WITH SELF-HELP |) | |
| ENTERPRISES PROJECTS |) | |

WHEREAS, the Tulare County Association of Governments (TCAG) has been a partner with Self-Help Enterprises (SHE) during previous Affordable Housing and Sustainable Communities (AHSC) grant cycles; and

WHEREAS, if awarded, TCAG shall be responsible in working collectively with SHE, to implement transportation infrastructure improvements in conjunction with the development of their housing projects; and

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of Governments hereby authorizes the application for REAP 2.0 funding for transportation components of housing projects being pursued by Self Help Enterprises.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 12th day of December, 2022 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Amy Shuklian
Chair, TCAG

Ted Smalley
Executive Director, TCAG

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AGENDA ITEM VIII-J

December 12, 2022

Prepared by Kasia Poleszczuk, TCAG Staff

SUBJECT:

Information: Update to State Route 65, 99, 190, 198 Sustainable Corridor Committees (SCCs)

BACKGROUND:

The formation of the Sustainable Corridor Committees (TCAG - SCCs) for SR 65, 99, 190, and 198 in 2018 originated from a common desire of concerned citizens, business leaders, and elected officials of Tulare County to improve the image of major highway corridors in Tulare County. The purpose of each SCC is to advise the TCAG Board in all matters pertaining to the enhanced sustainability and beautification of these corridors. Since their formation, the committees have met jointly.

DISCUSSION:

The consensus of committee members is that highway corridors have great visual appeal overall but certain locations along state highways are unsightly enough to distract from that appeal and could discourage economic development. By showing an effort to invest in the image and aesthetic character of the corridors, the region will encourage existing businesses to invest as well as attract new economic interests. To meet this goal, the TCAG - SCCs developed a list of potential projects that included concepts such as screening unsightly views, corridor maintenance, welcoming entrance signs in cities, public art such as murals, sculptures, and banners, and consistent design features at new interchanges that would enhance the visual appeal of the state highways. In June 2021, the Tulare County Transportation Authority (TCTA) set aside 2 million dollars of Measure R funding to implement these strategies.

In March of 2022, Governor Gavin Newsom announced the “Clean California” initiative – state and local grant programs administered by Caltrans that provided significant funding for projects that would transform unsightly roadsides into spaces of pride. This funding instituted immediate improvements such as screening of unsightly views. Thanks to the committee’s initial work in developing the list of highway beautification projects, and ongoing coordination with Caltrans District 6 during this process, three (3) screening locations on the SR 99 were selected for Clean California funding (Teviston, Pixley, and Goshen). The target for the completion of screenings is the summer of 2023.

Additional improvements, such as highway landscape maintenance are also a top priority strategy and now is finally implemented in two (2) cities. The City of Porterville recently launched the litter abatement program which is a cross-jurisdictional program and a partnership between the City of Porterville, TCAG, and Caltrans and brought a variety of funding sources (state/regional/local) to address roadside litter and provided employment opportunities for individuals experiencing homelessness. The City of Visalia also took benefit of the Clean California initiative and partnered with Caltrans on additional trash pickup.

TCAG-SCCs are continuing to meet roughly once a quarter to discuss strategies and funding opportunities that would allow for sustainable landscapes along state highways in Tulare County. See the updated Project Status List (Attachment 1)

ATTACHMENT:

1. Projects Status List

Beautification Projects Status

| Agency Name | | Project Title | | Location | | Project Description | | Funding | |
|----------------------|----------------------|---|--|--|--|---|--|---------|--|
| Not Completed | | | | | | | | | |
| 1 | County of Tulare | SR 198 Chain link replacement / screening | EB - Visalia city limits and the Farmersville Boulevard exit). | 1. Plant nine and/or equivalent planting 2. Replace the chain link fencing with another structure. | | possible to apply under Clean California_ Cycle 2 | | | |
| 2 | City of Farmersville | SR 99 Betty Drive Interchange Drought tolerant native landscape treatments | | to be determined | | possible to apply under Clean California_ Cycle 2 | | | |
| In Progress | | | | | | | | | |
| 1 | County of Tulare | Goshen area - along both sides of Highway 99 from north of Highway 198 to Betty Drive | SR 99 | 1. Existing NB eucalyptus enhanced with plantings to screen homes. Consideration for EJ greening and beautification of Goshen Community. 2. Consideration for SB Screening of 3 ft chain link fence with vines. | | Clean California _ Cycle 1 | | | |
| 3 | County of Tulare | Pixley area - along east side of SR 99 from Pixley to Pond Rd. | SR 99 | Oleanders and/or equivalent planting. | | Clean California _ Cycle 2 | | | |
| 4 | County of Tulare | Tevison area - North Bound Highway 99 near Avenue 76 overpass | SR 99 | Oleanders and/or equivalent planting. | | Clean California _ Cycle 2 | | | |
| 1 | City of Porterville | Clean up view corridor and do a screening project along 65 from Lindsay to Porterville, water lines will be required. | SR 190 | Oleanders and/or equivalent planting. | | Measure R Regional Fund | | | |
| 1 | City of Porterville | Corridor Screening in Porterville | SR 65 | Oleanders and another planting. | | Measure R Regional Fund | | | |
| 3 | City of Porterville | Hardscape on top of roundabout at Road 152 | SR 190 | | | Measure R Regional Fund | | | |
| 4 | City of Farmersville | Farmersville 198 Gateway | SR 198 | Landscaping 2.6 acres of barren land at the City's gateway on both the north and south sides of State Route 198 (which is Caltrans right-of-way). New retaining walls will enhance an existing slope with lettering and LED lighting to showcase the City name and motto. The surrounding spaces will feature climate appropriate, drought-tolerant plantings in alternating rows of rock to mimic the region's bountiful crops. | | Awarded through Cycle 1. Clean California Local Grant Projects (Caltrans) | | | |
| | City of Porterville | | SR 190/SR 65 | Litter Abatement/ Caltrans | | Clean CA/ Measure R/ City Local fund | | | |
| | City of Visalia | | Sr. 198 | Litter Abatement/ Caltrans | | Clean CA | | | |

AGENDA ITEM VIII-K

December 12, 2022

Prepared by Derek Winning, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Support CA Inland Port Concept and Grant Application

BACKGROUND:

A collaborative consortium of California partners has joined forces to analyze the feasibility of developing a new, inter-modal rail spine to connect seaports to key markets via the Central Valley. This California “Inland Port” system would cut greenhouse gases, significantly improve air quality, reduce road congestion, boost traffic safety, and advance California’s extraordinarily large intra-state freight movement system.

Given the scale of California’s market, its geographic proximity, and its seaport infrastructure, the California Inland Port would become a nationally significant logistics and economic development project; a key to advancing California’s ambitious climate, economy, and equity goals.

Phase One Feasibility Study (completed in Spring 2020)

Phase One of this project analyzed the size of the market; reviewed the underlying truck versus rail transportation costs; and analyzed the reduction in criteria pollutants, fuel use, and GHG emissions.

Phase Two Feasibility Study

Phase Two is developing market readiness and acceptance, estimating costs, developing a partnership with one or both Class One railroads, reviewing the economic competitiveness impact to the region, and understanding the environmental process to move forward. This phase is where the Executive Advisory Group (EAG) is formed, helping to inform decision making as the study moves forward. All major stakeholders will have a role in this group. The private sector, including major shippers and experts, will inform the EAG through a Shipper’s Committee.

Phase Three Feasibility Study Caltrans Strategic Partnership Grant

Phase Three will require a similar approach as used in the previous phases and will move the project forward to the delivery stage, utilizing the contribution and involvement by a range of partners and other stakeholders. Tasks will be sequenced to Phase Two so that there is a logical progression, culminating with clear direction to support advancing the project to delivery. Phase Three will specifically detail a Project Financial Performance Model, develop a Business Plan for Green, High-Efficiency Logistics/Investment Hubs Around Intermodal Facilities, plan for an Intermodal Facility Site Selection, develop Detailed Capital Cost Programs, deliver a Railroad Agreement to Collaborate, and develop Public-Private Delivery Options.

DISCUSSION:

The California Inland Port System is designed as a transformational next-generation logistics-clean energy-economic development project that will directly benefit the region. Buildout of the project has the potential to create 100,000 jobs and leverage \$30 billion in

private investment along a 425-mile-long corridor extending through the entire San Joaquin and Sacramento regions.

The California Inland Port project will provide significant improvements to air quality, traffic congestion and motorist safety throughout the San Joaquin Valley, Sacramento, and Los Angeles regions. The project and its utilization of sustainable energy will reduce greenhouse gasses emitted in the San Joaquin Valley, Sacramento and Los Angeles regions and complements the State Route 99 Multimodal Corridor study which is currently underway including a commitment to complete the 6-lane goods movement corridor

The California Inland Port project will also improve public health, create positive economic and social change in our communities.

CA Inland Port Concept Going Forward

2022 - Finalize Organizational/Delivery Entity, Financing Structure Development, Establish Partners

2023 - Site Selection Begun, Acquire Sites, First TradePorts Under Construction, Clean Energy Deals In-Place, Risk Capital Investment Partners, Shipper/Partners Announced

2024 - All TradePort Sites Under Control, Operations Begun, Initial Development of Investment Districts

RECOMMENDATION:

Approve resolution in support of CA Inland Port Concept and Grant Application.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Resolution in support for CA Inland Port Concept and Grant Application

WHEREAS, the California Inland Port project is supported by a broad range of public entities, including eight counties and councils of governments within the San Joaquin Valley and Sacramento regions, three air quality districts-South Coast, San Joaquin and Sacramento and three seaports-Los Angeles, Long Beach and Stockton; and

WHEREAS, the private market has overwhelmingly reacted with enthusiasm for the California Inland Port project, with shippers saying that improvements to supply chain reliability, lower costs, and the introduction of comprehensive logistics/investment hubs all being economically beneficial to their operations; and

WHEREAS, private sector project partners include truck manufacturers, national agricultural and clean energy trade associations, hydrogen producers, and truck fleet operators; and

WHEREAS the business strategy for the project is robust and is an extraordinary example of public and private forces working together, with public investment acting as seed funding and unlocking vast private risk capital; and

WHEREAS the partners involved with leadership from the region's councils of governments and with the Fresno Council of Governments acting as project coordinator in the formative stages, have a deep commitment to carry out with high degree of community engagement;

THEREFORE, BE IT RESOLVED, for all of these reasons, the Tulare County Association of Governments believes that the California Inland Port project will improve public health, create positive economic and social change in our community and we support a California Inland Port Project grant application to the State of California for the Fiscal Year 2022/23 Port and Freight Infrastructure Program.

The foregoing Resolution was adopted upon motion of Member, seconded by Member, at a regular meeting held on the 12th day of December, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Amy Shuklian
Chair, TCAG

Ted Smalley
Executive Director, TCAG

AGENDA ITEM VIII-M

December 12, 2022

Prepared by Holly Gallo & Brideget Moore, TCAG Staff

SUBJECT:

Information: Walk & Roll Art Contest Winners

BACKGROUND:

The Walk and Roll Art Contest is among many TCAG outreach activities. This contest helps educate students in Tulare County about safety and improving air quality while also promoting bicycling, walking, skateboarding, and other creative means of active transportation.

DISCUSSION:

Students all over Tulare County chose to participate and submit their artwork to TCAG to show how they can demonstrate safe active transportation as well as do their part to help keep the air clean. The winning student artists will be announced and have their outstanding artwork awarded with a bike, bike helmet, and certificate of appreciation at during the meeting workshop.

TCAG staff would like to thank Tulare County students, teachers, parents, and community partners for the taking the time and effort to consider the importance of safety, active transportation, and air quality improvement in a creative way.

A Special thanks to the 2022 Walk & Roll sponsor, 4Creeks. Without their generous donations, Walk & Roll would not be possible.

Additionally, TCAG would like to express deep gratitude for our partnership with Visalia Cyclery who provided the bikes for the winning artist. Not only did they provide the bikes in record timing, but they will provide lifetime tune ups and free sealant for added tire protection

Lastly, TCAG would like to acknowledge the California Department of Public Health Kids' Plates Grant for Childhood Unintentional Injury Prevention and Safety Equipment grant from California Department of Public Health, which funded the safety components of the Walk & Roll activities for 2022.

ATTACHMENTS:

None

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AGENDA ITEM VIII-N

December 12, 2022

Prepared by Ted Smalley, TCAG Executive Director

SUBJECT:

Information: Save the Dates: Board Training and Board Retreat

BACKGROUND:

The Tulare County Association of Governments Board Retreats provide new board members and incumbent board members alike an opportunity to thoroughly review both substantive and procedural TCAG processes in the following areas:

- TCAG Administration
- Measure R
- State and National Legislative Advocacy
- Planning Applications
- Funding Applications

Additionally, Board Retreats allow comprehensive and intersectional discussion of department philosophies, goals, and visions; relationships between TCAG, Transit, and County departments; and roundtable conversations with elected officials. The last TCAG Board Retreat was held on Thursday, February 28, 2019.

TCAG also engages in broader training and networking endeavors, the most recent of which was the Tulare County Town Hall at the International Agri-Center on April 13, 2022. This event featured a panel of California Transportation Commission (CTC) members and presentations provided by TCAG partners in education, private enterprises, Caltrans, outreach efforts, regional agencies, and other Tulare County departments.

TCAG and Caltrans held an exclusive training event for member agencies on Tuesday, October 4, 2022. This training provided insight on effective project management from planning to construction, as well as skill-building tips on transportation project implementation, funding acquisition, and more.

DISCUSSION:

In the Spring of 2023, TCAG will be hosting two Board training days. The first training will be on Thursday, February 2, and the second will be on Thursday, March 2. Finally, a Board Retreat will be held on Thursday, March 23. Details regarding the Board Retreats will be forthcoming; however, staff intends to secure a meeting room at Saint Anthony Retreat in Three Rivers for the March 23 meeting.

ATTACHMENTS:

1. TCAG Board Trainings Save the Date Flyer
2. TCAG Board Retreat Save the Date Flyer

Work Element 601.02 TCAG Administration

Tulare County Association of Governments

SAVE THE DATES!



**BOARD
MEMBER
TRAINING**

Learn more about (or review!) the roles and responsibilities of TCAG Board Members, agency organization, and board structure and operations.

**THURSDAY, FEBRUARY 2, 2023
&
THURSDAY, MARCH 2, 2023**

More information to follow

Tulare County Association of Governments

Board Retreat

Saint Anthony Retreat

Three Rivers

Thursday, March 23, 2023

Join TCAG staff and fellow board members in an opportunity for comprehensive discussion of agency philosophies, goals, and visions.

**SAVE
THE
DATE**

More information to follow.
Questions? Call TCAG staff at 559.623.0450