

Tulare County Association of Governments	Date: <b>Monday, February 28, 2022</b> Time: <b>1:00 PM</b> Place: Tulare County Human Resources and Development 2500 W. Burrel Avenue Visalia, CA 93291
Technical Advisory Committee	Date: <b>Thursday, February 24, 2022</b> Time: <b>1:30 PM</b> 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 <a href="https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361">https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361</a></p> <p><b>Zoom Meeting   Direct Link:</b> <a href="https://bit.ly/2Zt4BQY">https://bit.ly/2Zt4BQY</a>  <b>Toll Free Call in:</b> 1(888) 475-4499   <b>Meeting ID:</b> 744 710 0343   <b>Passcode:</b> 82243742  <b>Call in only instructions:</b>          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.

- 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 IV-A through IV-C.**

- A. Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings (Pages 01 - 02)
- B. Action: Adoption of Resolution: Reaffirm Consultant Agreement with 4Creeks for Tule River Active Transportation Plan (Pages 03 - 26)
- C. Action: Adoption of Resolution: Approve Local Transportation Fund (LTF) Claims for the Cities of Dinuba, Exeter, Farmersville, Lindsay, Tulare, and Woodlake for Fiscal Year 2021/22 (Pages 27 - 30)
- D. Information: Implementation Status of Federally Funded Projects (Pages 31 - 32)
- E. Information: Senate Bill 1 (SB 1) Competitive Program Update (Pages 33 - 36)

#### **V. TRANSPORTATION ACTION/DISCUSSION ITEMS**

- A. Information: Regional Transportation Plan (RTP) / Sustainable Communities Strategy (SCS) Update (Pages 37 - 38)
- B. Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update (Pages 39 - 40)
- C. Information: Governor Newsom’s Clean California Beautification Projects Initiative – Update on Awarded Projects (Pages 41 - 44)
- D. Information: 2021/2022 Unmet Transit Needs Outreach Campaign (Pages 45 - 48)
- E. 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-F.**

- A. Action: Minutes of January 24, 2022 TCAG Board Meeting (Pages 49 - 52)
- B. Action: Minutes of January 20, 2022 Technical Advisory Committee Meeting (Pages 53 - 56)
- C. Action: Adoption of Resolution: Approval of Amendment No. 8 to the FY 2021/2022 Overall Work Plan (OWP) (Pages 57 - 70)
- D. Action: Approve the Contract for the California Department of Public Health (CDPH) Kids’ Plates Grant for Childhood Unintentional Injury and Illness Prevention (Pages 71 - 92)
- E. Action: Adoption of Resolution: Reaffirm Appointment of Alternate Member at Large Position No. 2 (Pages 93 - 96)
- F. Action: Adoption of Resolution: Approve Members for Sustainable Corridors Committees (SCCs) (Pages 97 - 100)
- G. Action: Adoption of Resolution: Reaffirm Agreement with Kimley-Horn and Associates, Inc., to Update the Intelligent Transportation Systems (ITS) Regional Architecture and to Provide Three Year On-Call Architecture Maintenance and ITS Consulting Services (Pages 101 - 130)

- H. Action: Adoption of Resolution: Approve Agreement with StreetLight Data, Inc. for a One-Year Regional Subscription and Authorize the Executive Director to Negotiate Renewals **(Pages 131 - 134)**
- I. Adoption of Resolution: Reaffirm Alternatives for Supplemental Funding for Tulare County Regional Transit Agency **(Pages 135 - 136)**

**VIII. ASSOCIATION ACTION/DISCUSSION ITEMS**

- A. Information: Legislative Update **(Pages 137 - 144)**
- B. Presentation: Report from Congressman Valadao's Office **(No Page)**
- C. Presentation: Report from Assemblyman Mathis' Office **(No Page)**
- D. Presentation: Report from Senator Hurtado's Office **(No Page)**
- E. Information: Regional Transit Coordination Update **(Pages 145 - 146)**
- F. Information: Tulare County Association of Governments (TCAG) Audit Year Ending June 30, 2021 **(Pages 147 - 151)**

**IX. CORRESPONDENCE**

- A. None

**X. OTHER BUSINESS**

- A. Information: Items from Staff:
  - 1. TCAG Director's Report
  - 2. Other Items
- 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
  - 6. Other Items
- C. Request from Board Members for Future Agenda Items

**XI. ADJOURN**

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, March 21 at 1:00 p.m.** at the **Lamp Liter Inn, 3300 West Mineral King Avenue, Visalia, CA 93291.** The Technical Advisory Committee will meet on **Thursday, March 17, 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.**

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

<b>BOARD OF GOVERNORS</b>	<b>AGENCY</b>	<b>ALTERNATE</b>
Larry Micari	Tulare County-District 1	Paula Clark
Pete Vander Poel, III - Chair	Tulare County-District 2	William Cushing
Amy Shuklian	Tulare County-District 3	Bill Whitlatch
Eddie Valero	Tulare County-District 4	Derek Williams
Dennis Townsend	Tulare County-District 5	<i>Vacant</i>
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	Hipolito Cerros
Martha A. Flores – Vice-Chair	City of Porterville	Milt Stowe
Terry Sayre	City of Tulare	Jose Sigala
Brian Poochigian	City of Visalia	<i>Vacant</i>
Rudy Mendoza	City of Woodlake	Florencio Guerra Jr
Greg Gomez	Public Transit Provider*	<i>Vacant</i>
Tyrone Holscher	Member-at-Large*	Shea Gowin
Vicki Riddle	Member-at-Large*	<i>Vacant</i>
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  
 Elizabeth Forte, Principal Regional Planner  
 Roberto Brady, Principal Regional Planner  
 Derek Winning, Senior Regional Planner  
 Gabriel Gutierrez, Senior 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  
 Barbara Pilegard, Associate Regional Planner-EH  
 Maria Garza, Associate Regional Planner-EH  
 Jennifer Miller, Associate Regional Planner-EH  
 Michele Boling, TCAG Accountant III  
 Brideget Moore, TCAG Staff Services Analyst III  
 Amie Kane, TCAG Administrative Clerk II  
 Servando Quintanilla, TCAG Administrative Clerk  
 Holly Gallo, Office Assistant III

**Office Address**

Tulare County Association of Governments  
 210 N. Church, Suite B  
 Visalia, CA 93291  
 P: (559) 623-0450  
 F: (559) 733-6720  
[www.tularecog.org](http://www.tularecog.org)  
[www.tcmeasurer.com](http://www.tcmeasurer.com)

**TCRTA STAFF**

Richard Tree, Executive Director – TCRTA

Tulare County Association of Governments

**AGENDA ITEM IV-A**

February 28, 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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# Tulare County Association of Governments

## **AGENDA ITEM IV-B**

**February 28, 2022**

**Prepared by Sheela Bhongir, TCAG Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Reaffirm Consultant Selection for Tule River Active Transportation Plan

### **BACKGROUND:**

The Tulare County Association of Governments invited the submission of proposals by qualified consultants to develop the Tule River Active Transportation Plan. The plan was to be made in accordance with generally accepted active transportation plans and include up to ten preliminary drawings of proposed solutions in accordance with engineering judgement.

### **DISCUSSION:**

On November 9, 2021, TCAG staff sent out a Request for Proposal (RFP) to 80 firms for the preparation of the Tule River Active Transportation Plan. The RFP identified a budget of \$30,000 and an optional amount of \$25,000 for preliminary designs and renderings totaling a maximum amount of \$55,000. Three (3) proposals were received. The proposals were from: 4Creeks, TJKM and Green Dot Solutions. Staff recommended the selection of 4Creeks based on the RFP scoring criteria. On January 24, 2022 the board authorized the selection of 4Creeks as documented in Resolution No. 2022-103 to develop the Tule River Active Transportation Plan.

### **RECOMMENDATIONS:**

As set forth in the attached draft resolution, reaffirm attached agreement with 4Creeks for planning and preliminary engineering services for FY 2022/2023.

### **FISCAL IMPACT:**

The TCAG Tule River active transportation budget was approved with the FY 22/23 Overall Work Program (OWP).

### **ATTACHMENTS:**

1. Resolution reaffirming consultant selection 4Creeks.
2. Agreement with 4Creeks for Planning and Preliminary Engineering services through 10/30/2022.

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

In the matter of:

REAFFIRMING THE PROFESSIONAL )  
SERVICES AGREEMENT WITH 4CREEKS, )  
INC., FOR PREPARATION OF THE TULE ) Resolution No. 2022-xxx  
RIVER ACTIVE TRANSPORTATION PLAN )  
FOR FISCAL YEAR 22/23 )

WHEREAS, on November 11, 2021, the Tulare County Association of Governments (TCAG) requested proposals for consultant services to prepare an active transportation plan for the Tule River Indian Tribe of California (Tribe) for fiscal year 2022/23; and

WHEREAS, three (3) qualified consulting firms submitted proposals to TCAG; and

WHEREAS, proposals were evaluated and scored in accordance with the adopted scoring criteria as presented in the Request for Proposals (RFP); and

WHEREAS, it was recommended to the TCAG Board of Governors by staff that 4Creeks, Inc. be awarded a contract to provide a final active transportation plan for a budget to not exceed \$55,000; and

WHEREAS, on January 24, 2022, Resolutions No. 2022-103, the TCAG board selected 4Creeks, Inc. for preparation of the Tule River Active Transportation Plan and authorized staff to prepare and negotiate a contract.

NOW, THEREFORE, BE IT RESOLVED, that the Tulare County Association of Governments reaffirms the agreement with 4Creeks, Inc. for professional services for FY 2022/2023 for an amount to not exceed \$55,000.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 28<sup>th</sup> day of February, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

\_\_\_\_\_  
Pete Vander Poel III  
Chair, TCAG

\_\_\_\_\_  
Ted Smalley  
Executive Director, TCAG

**THIS AGREEMENT** (“Agreement”) is entered into as of February 3, 2022, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California (“TCAG”), and **4Creeks, 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:

- A. WHEREAS, TCAG obtained a SB1 Grant for the preparation of the Tule River Active Transportation Plan (ATP); and
- B. WHEREAS, TCAG requested proposals from qualified firms to prepare the ATP; and
- C. WHEREAS, proposals were received and evaluated per TCAG’s adopted procurement process; and
- D. WHEREAS, TCAG selected 4Creeks, Inc. for the preparation of the ATP.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. TERM:** This Agreement becomes effective as of February 3, 2022 and expires at 11:59 PM on June 30, 2022 unless earlier terminated as provided below. If more time is required, an extension of up to three months is allowed upon a written and signed agreement between TCAG Executive Director and CONTRACTOR.

**2. SERVICES:** See attached **Exhibit A**.

**3. PAYMENT FOR SERVICES & BUDGET:** See attached **Exhibit B**.

TCAG may request at any time, amendments to this contract and will notify the CONTRACTOR in writing regarding changes. Upon a minimum of ten (10) days’ notice, the CONTRACTOR shall determine the impact on both time and compensation of such changes and notify TCAG in writing. Upon agreement between TCAG and CONTRACTOR as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendment shall be valid effective the date of the amending document.

**4. INSURANCE:** Before approval of this Agreement by TCAG, CONTRACTOR must file with the Clerk of the Board of Governors of TCAG evidence of the required insurance as set forth in the attached **Exhibit C**.

**5. SCHEDULE & DELIVERABLES:** See attached **Exhibit D**.

**6. PROJECT STAFF:** David Duda shall be the Project Manager performing the service under this Agreement. The Project Manager shall not be replaced without prior written approval from the Executive Director of TCAG.

**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 attached as **Exhibit E**.

**7. 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 pre-paid and addressed as follows:

**TCAG:**

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

**4Creeks, INC.:**

David Duda  
324 S. Santa Fe Street  
Visalia, CA 93292  
Phone No.: (559) 802-3052

(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.

**8. 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 this Agreement: Peters Engineering Group. CONTRACTOR will supervise all Subcontractors, and ensure that Subcontractors comply with all applicable laws and regulations. CONTRACTOR will include all applicable provisions of this Agreement in its contracts with Subcontractors, and ensure compliance with those provisions. No other subcontractors shall be utilized without prior written approval from the Executive Director of TCAG.

**9. FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this AGREEMENT if such failure arises out of causes beyond their control and without the fault or negligence of said party, including, without limitation, the following: (1) Acts of God; (2) war; (3) terrorism or other acts of public enemy; (3) strikes and other labor difficulties. If the performance of any obligation hereunder is prevented or delayed due to a cause in the preceding sentence, the time for performance or observance will be extended for the period that the action is delayed or prevented by the cause.

**10. 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.

**11. 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  
FOR PREPARATION OF THE TULE RIVER ACTIVE TRANSPORTATION PLAN**

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

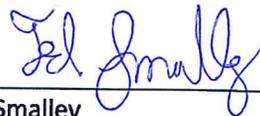
Date: 2/4/22

**4Creeks INC.**  
By   
Print Name RANDY WASNICK  
Title VP/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: 2/7/22

By   
Ted Smalley  
Executive Director

# Scope of Work



## Study Development

### Task 1.1: Review of Existing Studies, Plans, and Maps

4Creeks, Inc. will act as the consultant and provide project management in collaboration with the TCAG staff. Upon contract authorization, the 4Creeks project team will work together with TCAG staff to prepare a final scope of work, schedule, and budget parameters for the project. All budget parameters will reflect the current 4-Creeks Inc. fee schedule.

4Creeks Team will utilize all existing studies available that have data and analysis and determine strategies based off the existing documents and walking audit with TCAG staff, Tule River residents, Tule River youth, and other various stakeholders. Our job is not to come to your communities and just tell you what needs to be done, but it is to come to your community and listen, ask questions, evaluate existing conditions, help the community visualize possibilities, and then apply our experience and expertise to help the community decide how the multimodal improvement plan is developed. This will not be the consultant's vision; rather it will be the vision of Tule River residents, staff, and stakeholders in accordance with existing plans and studies.

The Team will incorporate policies that are consistent with the 2018 Sustainable Transportation/Circulation Element developed for the Tule River Comprehensive Master Plan.

**Development of a Comprehensive Work Plan:** 4Creeks and its team members pride themselves on establishing a comprehensive work plan upon project conception and maintaining that plan throughout the project. Upon project initiation, 4Creeks will deliver a work plan that clearly reflects the tasks, work product deliverables, and overall schedule.

**Project Team Kick-off Site Visit:** An initial kick-off meeting within the project areas with County staff and any Tribal representative will be scheduled to establish lines of communication; identify project management procedures, discuss TCAG's expectation of our services, and to finalize a project timeline with key target dates established. Following this kickoff meeting the Consultant will prepare meeting minutes. Additionally we will create a regularly scheduled meeting with the project team, representatives in order to keep the project on schedule.



**Project Communications:** 4-Creeks management approach involves staying accountable and owning the project at hand. Having the required disciplines within the same company allows for quick response time for any needed communication between the different areas of expertise and will keep the project from becoming stagnant. To embrace this approach, David Duda, (Project Manager) will provide direct communication with City of Lindsay assigned staff on a regular basis. This will allow for the project to stay on task and on schedule as outlined in the approved agreements.

### **Task 1.2: High Injury & Level of Traffic Stress Network**

**Collect Data on Existing Conditions:** 4-Creeks will conduct a thorough review of all available resources to assess the existing conditions of the areas. 4-Creeks will consult with a traffic engineer to model future traffic conditions within the study area so that future traffic volumes are accounted for in the proposed design concepts.

4-Creeks will provide aerial maps using drone technology. 4-Creeks will use this imagery to identify deficiencies and gaps in existing pedestrian and bicycle infrastructure, and to assess bicycle and pedestrian connections to schools, parks, homes, commercial points of interest, and Casino. 4-Creeks will also prepare an audit of the the Statewide Integrated Traffic Records System and Tribal resources to identify all reported collisions that occurred within the study area over a 10 year period (2010-2020). The location of each collision will be mapped to identify intersections and road segments that have a disproportionate number of collisions. This data will be used to identify potential improvement areas and to develop design features that improve public safety and increase bicycle and pedestrian mobility.

**Prepare Base Maps:** During this initial stage of the project, 4Creeks will gather geo-referenced aerial photography utilizing drone technology for a current and detailed map of the study area. The resolution of these aerial maps is less that 0.7" GSD (ground inches per pixel) which provide an almost-survey quality base map that can be used to identify pedestrian/bicycle impediments and prepare design concepts that fit into the existing transportation network.

4-Creeks will overlay these aerial maps with available data, including parcel lines, utilities, and other necessary data in CAD and GIS to prepare the final base maps for the project. The team will distill the information collected and studied from aerial photography, the literature review, and accident analysis into a series of maps that clearly illustrate the most pertinent opportunities and constraints to improve multimodal mobility.4-Creeks believes that input from the local community is a necessary component of effective planning. 4-Creeks will support TCAG and the Tule River Tribe as needed to develop a community engagement plan and develop and disseminate outreach materials.



### **Task 1.3: Trail Network**

**Trail Network Designs:** 4-Creeks will review and document all information gathered during the Data Collection and Community Outreach phases and work collaboratively with the planning, engineering, and traffic engineering groups to refine and complete products for conceptual trail network design options. Coordinating with a traffic engineer will ensure that designs are practical, meet the needs of all road users, and exhibit safe and efficient design. 4-Creeks will utilize the designs to prepare high quality exhibits to showcase the proposed projects and to allow community members to envision what the improvements would look like in their community. Deliverables for this task would include cross section designs, an overview plan to illustrate the mobility connections, and realistic 3D renderings of proposed projects to allow the public to visualize the benefits of project implementation.

Conceptual landscaping design will also be provided if appropriate for various locations along the mobility connections. Our team will review the proposed locations for the trails and provide recommendations with the review of the environment and how to capitalize on the existing vegetation and landscaping materials.

The 4Creeks Team will review the entire existing network and close all the gaps and provide an overall base map that highlights all the trails being proposed within project areas. We will put a special focus on the youth safety, usability, and accessibility to active transportation infrastructure as we understand the community depends on non-motorized travel throughout the area.

### **Task 1.4: Active Transportation Recommendation for the newly relocated Eagle Mountain Casino**

The 4Creeks team worked on all the civil engineering designs for the new Eagle Mountain Casino, and we will be reviewing all details that went into the original design and determine best proposed mobility options for the property considering an Active Transportation Plan. Our team will collaborate with the City of Porterville to include discussion around any other opportunities to connects with other sites in the area and encourage efficient and sage mobility in and around the project site.

The deliverables will include base mapping with overall design concepts within the project area and surrounding opportunities that our team discovers through the research, analysis, and outreach stages of the project.

## **Task 1.5: (Optional) Preliminary Designs & Renderings for up to 10 locations**

**Develop/Refine Design Alternatives:** 4-Creeks will review and document all information gathered during the Data Collection and Community Outreach phases and provide designs/renderings at locations determined to be most suitable areas for improvements. Deliverables for this task would include cross section designs, an overview plan to illustrate the mobility connections, and realistic 3D renderings of proposed projects to allow the public to visualize the benefits of project implementation. Conceptual landscaping design will also be provided if appropriate for various locations along the mobility connections. Design Concepts will be presented to TCAG staff, City of Porterville, and other stakeholders as determined.

Our goal will be to illustrate how these future locations will work within the community and prepare high quality renderings to paint the picture of the proposed design options. We believe this is an important step in the process to review with the community, staff, and stakeholders to work out any fine details and create great designs based on the specific community.

## **Task 1.6: Funding and Project Implementation Plan**

**Develop Implementation Plan:** The Tule River Active Transportation Plan prepared by 4-Creeks will have a comprehensive implementation plan that includes potential funding sources for the proposed projects.

**Cost Estimates:** Cost estimates will include construction and maintenance cost estimates for the proposed projects as determined during initial kickoff meetings with TCAG staff. The 4-Creeks team tracks costs on each project it undertakes to ensure that costs are quantified for future reference. We typically compile our cost estimates using the following sources:

- Historic cost data received by our team and the County for similar projects.
- Strong working relationships with public sector contractors.
- Track records of performance and cost data obtained from industry and manufacturers' representatives.

**Funding Sources:** The 4Creeks Consulting Team will work with TCAG and other grant resources to reach out to various funding agencies and prepare a detailed list of grant funding that would be available to complete the construction of this project. 4-Creeks has successfully worked with many agencies and jurisdictions to acquire funding and we are prepared to assist the City of Lindsay in pursuing funding if desired.

**Permit/Plan Consistency Review:** For the areas that are within the City of Porterville jurisdiction, 4Creeks Consultant team will meet with City of Porterville staff to review all adopted local, county, and statewide plans/ordinances to be sure the design process and design alternatives are consistent with the intent of all local, county, and statewide plans.

## **Task 1.7: Draft and Final Tule River Active Transportation Plan**

**Prepare and Distribute Draft Plan:** The 4-Creeks planning team will prepare a comprehensive study that will review the analysis, methods and results of Data Collection and Community Outreach, and present the proposed implementation plan and community-identified design concepts. The Tule River Tribe Active Transportation Plan will include the following sections:

1. **Introduction:** The Introduction section will identify the purpose and objectives of the study, describe the physical and demographic context of the planning area, and review the regulatory context and case studies of similar projects.
2. **Existing Conditions and Needs Assessment:** The Existing Conditions and Needs Assessment will provide a detailed analysis of the existing infrastructure and how it either contributes to or inhibits multimodal mobility. This section will include an overview of the existing street system and an analysis of the collision history over a ten year period to identify proposed improvement areas.

1. **Community Outreach/Walking Audits:** The Community Outreach section will detail the ways in which the staff, stakeholders, Tule River Residents, and youth were involved throughout the planning process. This section will summarize what happened at each of the outreach meetings, discuss comments received throughout the planning process, and describe how community input helped to shape the development of proposed projects and design concepts. Copies of meeting minutes and attendance lists will also be provided in the appendices, which will be helpful if and when City staff seek grant funding for project implementation.
2. **Proposed Design Concepts:** The Proposed Design Concepts section will present our plan to provide complete streets and multimodal access in project areas. This section will include a list of the proposed projects with an overview plan to illustrate bicycle, pedestrian and public transit connectivity, as well as 2D and 3D exhibits of the proposed projects.
3. **Action Plan and Implementation:** The Action Plan and Implementation Section will provide an analysis of how the proposed projects meet community-identified goals and objectives, a preliminary cost analysis for the proposed projects, a discussion of possible funding opportunities, a review of project consistency with local, county and statewide plans/ordinances, and environmental compliance procedures.

**Prepare Final Plan and Present to TCAG team:** 4-Creeks will incorporate comments received from the Draft Plan Workshop to prepare the Final Tule River Tribe Active Transportation Plan. 4-Creeks will present the Final Plan to TCAG staff for final comments and approval. Once adopted, 4-Creeks will deliver the final plan to all interested parties, and will provide hard copies to TCAG staff.

# Exhibit B -Budget



## Tule River Indian Tribe ATP

### Cost Estimate for Project

#### SB1 Funds and Local Contributions - Funding for Project Fee Breakdown (Specific Rates of Compensation)

By: David Duda, AICP: Project Manager  
Dec. 15. 2021

SCHEDULE	WORK PLAN BY TASKS	GIS Specialist	Traffic Engineer	Admin.	Assistant Planner	Associate Planner	Planning Director (Project Mgr)	Civil Engineer	Prints, Mileage and Subs	TOTAL
		\$90	\$120	\$75	\$60	\$100	\$140	\$140		
<b>Feb. - March 2022</b>	<b>Task 1.1: Review existing plans, studies, maps</b>									
February/March	Kickoff Meeting			2	2	4	4			\$1,230
March	Walking Audits				4	4	4			\$1,200
March	Summary of findings				5	10				\$1,300
										<b>\$3,730</b>
<b>March-April 2022</b>	<b>Task 1.2: High Injury &amp; level of Traffic Stress Network</b>									
March	Identify high injury networks				10	5				\$1,100
March	Research - Speed limits review				5	5			\$100	\$900
March	Preliminary Designs	5	2		5	5	2	2	\$200	\$2,250
March/April	Brief report of Section				15	5				\$1,400
									<b>\$600</b>	<b>\$5,650</b>
<b>April 2022</b>	<b>Task 1.3: Trail Network on Reservation</b>									
March	Research trail options				5	5	5	2		\$1,500
April	Mapping points of interest/connectivity	5			5	5				\$1,250
April	Conceptual mapping trail treatments-ranked		5		20	10	5	5		\$3,500
April	Brief Report of this section					10				\$1,000
									<b>\$0</b>	<b>\$7,250</b>
<b>April 2022</b>	<b>Task 1.4: Active Transportatin on new Casino site</b>									
April	Meet with Team and City of Porterville		2			2	2			\$720
April	Research site and surrounding area				5	5	5			\$1,500
April	Prepare Conceptual ATP for area		5		20	10	5		\$200	\$3,700
April	Prepare Summary report of this task					10	5			\$1,700
									<b>\$200</b>	<b>\$7,620</b>
<b>April - May 2022</b>	<b>Task 1.5: (Optional) Preliminary Designs and Renderings</b>									
April	Determine locations for improvements		5			5	5	5		\$1,800
April/May	Collaborate and collect feedback		4			4	4			\$1,440
May	Prepare preliminary designs and renderings	5	4		80	15	10	5	\$200	\$8,830
May	Brief summary of this task				10	15	5			\$2,800
									<b>\$200</b>	<b>\$14,870</b>
<b>May 2022</b>	<b>Task 1.6: Funding and Project Implementation Plan</b>									
May	Funding Plan Preparation/Research				2	8	4			\$1,480
May	Brief report and outline of plan					4	2		\$0	\$680
										<b>\$2,160</b>
<b>April - June 2022</b>	<b>Task 1.7: Draft and Final Tule River ATP</b>									
April -May	Prepare Draft ATP			4	25	20	10		\$200	\$5,400
May	Review with TCAG staff					2	2		\$0	\$480
June	Prepare Final ATP				10	5	5	2	\$400	\$2,480
June	QA/AC						5		\$0	\$700
									<b>\$1,000</b>	<b>\$9,060</b>

<b>Total Hours:</b>	15	27	4	217	155	81	21		<b>Total Cost:</b>	<b>\$50,340</b>
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\* Schedule is subject to change if approved with the TCAG Project Manager.

**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Exhibit D - Schedule



**Tule River Indian Tribe ATP**

**Cost Estimate for Project**

**SB1 Funds and Local Contributions - Funding for Project  
Fee Breakdown (Specific Rates of Compensation)**

By: David Duda, AICP: Project Manager  
Dec. 15. 2021

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HOURS										
<b>Total Hours:</b>	<b>15</b>	<b>27</b>	<b>4</b>	<b>217</b>	<b>155</b>	<b>81</b>	<b>21</b>			
<b>Total Cost:</b>										<b>\$50,340</b>

\* Schedule is subject to change if approved with the TCAG Project Manager.

- 1. COMPLIANCE WITH LAW:** CONTRACTOR must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- 2. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK:** CONTRACTOR is not entitled to any payments under this Agreement until TCAG confirms that services provided, including any furnished deliverables, satisfy all of the requirements of this Agreement. Payments to CONTRACTOR by TCAG shall not excuse CONTRACTOR from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and services that do not conform to the requirements of this Agreement may be rejected by TCAG and in such case must be replaced by CONTRACTOR without delay and at no cost to the TCAG.
- 3. DISALLOWANCE:** If CONTRACTOR requests or receives payment from TCAG for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to TCAG upon TCAG'S request. At its option, TCAG may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement between CONTRACTOR and TCAG. CONTRACTOR'S obligations under this section 2 will survive the expiration or termination of this Agreement.
- 4. LIABILITY OF TCAG:** TCAG'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall TCAG be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 5. QUALIFIED PERSONNEL:** CONTRACTOR shall utilize only competent personnel under the supervision of, and in the employment of, CONTRACTOR (or CONTRACTOR'S authorized subcontractors) to perform the services. CONTRACTOR will comply with TCAG'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at TCAG'S request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.
- 6. INDEPENDENT CONTRACTOR STATUS:** The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of TCAG.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of TCAG. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services and TCAG will have no right to control or exercise any supervision over CONTRACTOR as to how CONTRACTOR will perform the

services. As CONTRACTOR is not TCAG'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, TCAG will not:

- (1) Withhold FICA (Social Security) from CONTRACTOR'S payments.
- (2) Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- (3) Withhold state or federal income tax from payments to CONTRACTOR.
- (4) Make disability insurance contributions on behalf of CONTRACTOR.
- (5) Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, TCAG will have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

**7. LICENSES AND PERMITS:** CONTRACTOR represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

**8. GOVERNING LAW:** The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

**9. RECORDS AND AUDIT:** CONTRACTOR must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, CONTRACTOR must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement. Additional record-keeping requirements may be located in Exhibit F or G (related to federally-funded contracts generally, or FTA-funded contracts specifically).

**10. CONFLICT OF INTEREST:**

(a) At all times during the performance of this Agreement, CONTRACTOR must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 *et seq.*, and the Political Reform Act, Government Code Section 81000 *et seq.*, and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of TCAG in which the officer, employee, or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/contractor participates in or influences any TCAG decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform TCAG and provide all information needed for resolution of this question.

**11. INSURANCE:** The attached **Exhibit C** outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** cannot be used to reduce limits available to TCAG as an additional insured from CONTRACTOR'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CONTRACTOR fails to maintain or renew coverage, or to provide evidence of renewal, then TCAG may consider that failure a material breach of this Agreement. TCAG may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.

**12. INDEMNIFICATION AND DEFENSE:**

(a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by TCAG, which approval may not be unreasonably withheld), protect and hold harmless TCAG, all subsidiaries, divisions, committee, and affiliated agencies of TCAG, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors, and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorneys' fees, disbursements, and court costs, and all other professional expert or consultants' fees and costs and TCAG general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors, and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, and anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the TCAG for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to TCAG for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance re-

quirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) CONTRACTOR must indemnify and hold TCAG harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by TCAG, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

### **13. TERMINATION:**

(a) **Without Cause:** TCAG may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. TCAG will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. TCAG will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. TCAG will not impose sanctions on CONTRACTOR under these circumstances.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, TCAG may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to TCAG'S retention of CONTRACTOR, or
- (7) Other misconduct or circumstances that, in the sole discretion of TCAG, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes TCAG to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then TCAG may, in addition to any other remedy it may have, issue a declaration of default after 10 days' written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agree-

ment on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

TCAG will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. TCAG will not pay lost anticipated profits or other economic loss, nor will TCAG pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. TCAG may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) **Effects of Expiration or Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where TCAG terminates CONTRACTOR'S services, that termination will not affect any rights of TCAG to recover damages against CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the Executive Director of TCAG may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**14. LOSS OF FUNDING:** It is understood and agreed that if TCAG'S funding is either discontinued or reduced for the services to be provided hereunder, then TCAG will have the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to TCAG of any kind, provided that TCAG shall pay CONTRACTOR in accordance with section 13 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

**15. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Under applicable federal and state law, if CONTRACTOR submits a false claim to TCAG under this Agreement, then CONTRACTOR will be liable to TCAG for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to TCAG if CONTRACTOR:

- (a) Knowingly presents or causes to be presented to TCAG a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by TCAG;
- (c) Conspires to defraud TCAG by getting a false claim allowed or paid by TCAG;

(d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TCAG; or

(e) Is a beneficiary of an inadvertent submission of a false claim to TCAG, later discovers the falsity of the claim, and fails to disclose the false claim to TCAG within a reasonable time after discovery of the false claim.

**16. FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, TCAG has an obligation to file a report with the Employment Development Department, which report will include CONTRACTOR'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with TCAG to make that information available and to complete Form DE- 542. Failure to provide the required information may, at TCAG'S option, prevent approval of this Agreement, or be grounds for termination by TCAG.

**17. WORKS FOR HIRE:** CONTRACTOR acknowledges that all work(s) under this Agreement are "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to TCAG all rights and interests CONTRACTOR may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Agreement for TCAG will be the sole property of TCAG, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to TCAG. CONTRACTOR will execute all necessary documents to enable TCAG to protect TCAG'S intellectual property rights under this section.

**18. WORK PRODUCT:** All work product, equipment, or materials created for TCAG or purchased by TCAG under this Agreement belong to TCAG and CONTRACTOR must immediately deliver them to TCAG at TCAG'S request upon termination or completion of this Agreement.

**19. TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

**20. CONFIDENTIALITY:** CONTRACTOR may not use or disclose any information it receives from TCAG under this Agreement that TCAG has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by TCAG. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, TCAG may not disclose to third parties any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential. If TCAG determines that it must disclose any information that CONTRACTOR previously identified as confidential, then it shall promptly give CONTRACTOR written notice of its intention to disclose such information and the authority for such disclosure. CONTRACTOR shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify TCAG that it will not seek such an order. TCAG shall cooperate with CONTRACTOR in any efforts to seek such a court order. TCAG shall not disclose the information until the five (5) day period has expired without a response from CONTRACTOR, or CONTRACTOR has notified TCAG that it will not seek such an order, or CONTRACTOR has sought and a court has declined to issue a protective order for such information. If CONTRACTOR seeks a protective order for such information, CONTRACTOR shall defend and indemnify TCAG from any and all loss, injury, or claim arising from TCAG'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of TCAG and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement.

**21. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, TCAG is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of TCAG, which consent TCAG may grant, delay, deny, or condition in its absolute discretion.

**22. DISPUTES AND DISPUTE RESOLUTION:** CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

**23. PROPERTY TAXES:** Under the terms of California Revenue and Taxation Code section 107.6 (possessory interest tax), CONTRACTOR'S possession or use of any TCAG-owned real property under this Agreement may create a "possessory interest" in the real property. If a possessory interest is created, then it may be subject to property taxation and CONTRACTOR may be subject to the payment of property taxes on that possessory interest.

**24. FURTHER ASSURANCES:** Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**25. CONSTRUCTION:** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

**26. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**27. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**28. WAIVERS:** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

**29. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement Terms and Conditions") and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

**30. CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**31. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between CONTRACTOR and TCAG as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

**32. ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both CONTRACTOR and TCAG have the responsibility to protect TCAG employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. TCAG, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to TCAG under this Agreement with other employees where TCAG is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. TCAG'S right to require replacement of employees under this section does not preclude TCAG from terminating this Agreement with or without cause as provided for under this Agreement. Additional nondiscrimination requirements may be located in Exhibit F or G (related to federally-funded contracts generally, or FTA-funded contracts specifically).

**33. DRUG-FREE WORKPLACE POLICY:** CONTRACTOR acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TCAG premises. CONTRACTOR agrees that any violation of this prohibition by CONTRACTOR, its employees, agents, or assigns will be deemed a material breach of this Agreement.

**34. RECYCLED PAPER CONTENT:** To the extent CONTRACTOR'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153, CONTRACTOR shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

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**AGENDA ITEM IV-C**

**February 28, 2022**

**Prepared by Elizabeth Forte, TCAG Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Approve Local Transportation Fund (LTF) Claims for the Cities of Dinuba, Exeter, Farmersville, Lindsay, Tulare, and Woodlake for Fiscal Year 2021/22

**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 2021/22 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, and Woodlake is listed below:

**City of Dinuba**

**Local Transportation Fund (LTF)**

Planning Contributions: \$48,972.50  
Coordination & Implementation: \$12,462.69

**City of Exeter**

**Local Transportation Fund (LTF)**

Planning Contributions: \$20,309.64  
Coordination & Implementation: \$5,168.46  
Streets and Roads: \$701,358.27

**City of Farmersville**

**Local Transportation Fund (LTF)**

Planning Contributions: \$20,919.09  
Coordination & Implementation: \$5,323.56  
Streets and Roads: \$680,439.56

**City of Lindsay**

**Local Transportation Fund (LTF)**

Planning Contributions: \$24,175.06  
Coordination & Implementation: \$6,152.15  
Streets and Roads: \$783,565.94

**City of Tulare**

**Local Transportation Fund (LTF)**

Planning Contributions: \$127,885.88  
Coordination & Implementation: \$32,544.83

**City of Woodlake**

**Local Transportation Fund (LTF)**

Planning Contributions: \$14,874.40  
Coordination & Implementation: \$3,785.29

**RECOMMENDATION:**

Approve the claims for the cities of Dinuba, Exeter, Farmersville, Lindsay, Tulare, and Woodlake 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 2021/2022 Local Transportation Fund (LTF) Claims for the Cities of Dinuba, Exeter, Farmersville, Lindsay, Tulare, and Woodlake.

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, LINDSAY, )  
TULARE, AND WOODLAKE FOR FISCAL )  
YEAR 2021/2022 )

Resolution No. 2022-xxx

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: \$48,972.50  
Coordination & Implementation: \$12,462.69

**City of Exeter**

**Local Transportation Fund (LTF)**

Planning Contributions: \$20,309.64  
Coordination & Implementation: \$5,168.46  
Streets and Roads: \$701,358.27

**City of Farmersville**

**Local Transportation Fund (LTF)**

Planning Contributions: \$20,919.09  
Coordination & Implementation: \$5,323.56  
Streets and Roads: \$680,439.56

**City of Lindsay**

**Local Transportation Fund (LTF)**

Planning Contributions: \$24,175.06  
Coordination & Implementation: \$6,152.15  
Streets and Roads: \$783,565.94

**City of Tulare**

**Local Transportation Fund (LTF)**

Planning Contributions: \$127,885.88  
Coordination & Implementation: \$32,544.83

**City of Woodlake**

**Local Transportation Fund (LTF)**

Planning Contributions: \$14,874.40  
Coordination & Implementation: \$3,785.29; and

WHEREAS, claim amounts submitted do not exceed the estimated allocation amounts for 2021/2022; and

WHEREAS, the proposed expenditures are in conformity with the 2018 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, Tulare, and Woodlake 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 28th day of February, 2022 by the following vote:

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

\_\_\_\_\_  
Pete Vander Poel III  
Chair, TCAG

\_\_\_\_\_  
Ted Smalley  
Executive Director, TCAG

## **AGENDA ITEM IV-D**

**February 28, 2022**

**Prepared by Gabriel Gutierrez and Elizabeth Forte, 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:**

#### STBGP

As the Metropolitan Planning Organization for the Tulare County region, TCAG is responsible for soliciting projects from eligible agencies for programming in the FTIP and ensuring that the funds are being utilized appropriately and are obligated in a timely manner. In FFY 20/21, \$3.6 million in STBGP funds were obligated on two roadway rehabilitation projects (in the City of Visalia and County of Tulare). In the current fiscal year, \$4.3 million in STBGP is programmed on three road rehabilitation projects in the City of Visalia. Beginning in federal fiscal year 22/23, TCAG will begin distributing federal STBGP funds on a competitive basis. The call for projects was released in December 2021. The deadline for applications was February 14, 2022. TCAG staff has begun reviewing and scoring the applications. Staff anticipates the final scoring will be completed sometime in mid-March and funding recommendations will be presented to the TCAG Board in April. Approved projects will be programmed in the FTIP.

#### CMAQ

The following projects are scheduled for obligation this fiscal year. Completed Requests for Authorization should be submitted to Caltrans by April 1, 2022:

**Tulare County Area Transit (TCaT) - Purchase of 2 Buses**  
(May be amended or combined with TCRTA project)  
CMAQ: \$929,000

**Tulare County Regional Transit Agency (TCRTA) - New Microtransit Service**  
CMAQ: \$1,500,000

**City of Dinuba – Roundabout at Alta and Kamm**  
CMAQ: \$1,800,000

**City of Visalia – Class IV Bike Path on Santa Fe from Tulare to Houston**  
CMAQ: \$2,994,000

**ATTACHMENT:**

None

**AGENDA ITEM IV-E**

February 28, 2022

Prepared by Gabriel Gutierrez, TCAG Staff

**SUBJECT:**

**Information:** Senate Bill 1 (SB 1) Competitive Programs 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.

**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.

## SB 1 Augmented Funding Programs

### 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 to the ATP,

### 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.

On August 24, 2021, TCAG staff attended (via virtual meeting format) the 2022 All SB 1 Competitive Programs Kick-off Workshop. Introductory presentations of each of the SB1 programs were made by CTC staff. The kickoff meeting was very general in nature. More in-depth discussions related to the guidelines, selection criteria, etc. were held during several SB1 workshops held in the Fall 2021 and will continue into 2022. The table below shows the workshop schedule beginning in January 2022.

January 2022	LPP	Thursday, January 20, 1:00 – 4:00 pm
	TCEP	Monday, January 31, 1:00 – 4:00 pm
	SCCP	Wednesday, January 12, 1:00 – 4:00 pm
February 2022	LPP	Friday, February 25, 1:00 – 4:00 pm
	TCEP	Wednesday, February 16, 2021, 1:00 – 4:00 pm
	SCCP	Wednesday, February 9, 1:00 – 4:00 pm
March 2022	LPP	Tuesday, March 29, 1:00 – 4:00 pm
	TCEP	Wednesday, March 23, 1:00 – 4:00 pm
	SCCP	Wednesday, March 9, 1:00 – 4:00 pm
April 2022	TCEP	Wednesday, April 20, 1:00 – 4:00 pm
	LPP	Tuesday, April 26, 1:00 – 4:00 pm
	SCCP	Wednesday, April 13, 1:00 – 4:00 pm

Guidelines Adoptions and Calls for Projects	Anticipated Summer 2022
Program Adoptions	Anticipated Summer 2023

**ATP**

The guidelines workshops for the Active Transportation Program are on a different track than the three SB1 programs discussed above. The kickoff workshop 2023 Active Transportation Program was held on November 6, 2021. Additional workshops are planned in January and February. Final guidelines adoption and the Call for Projects for the 2023 ATP Program is planned for March 2022.

**RECOMMENDATION:**

Information item only. No action needed at this time.

**ATTACHMENTS:**

None

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# Tulare County Association of Governments

## **AGENDA ITEM V-A**

February 28, 2022

Prepared by Benjamin A. Kimball, TCAG Staff

### **SUBJECT:**

**Information:** Regional Transportation Plan/Sustainable Communities Strategy Update

### **BACKGROUND:**

Progress on the preparation of a Regional Transportation Plan and Sustainable Communities Strategy continues. Regular updates and occasional action items have been brought to the TCAG Board throughout the process. At the December 6, 2021 meeting, the TCAG Board selected the Cross Valley Corridor Scenario as the preferred scenario for the planning process.

### **DISCUSSION:**

RTP Policy Element – A draft Policy Element was shared with the TCAG Board, the RTP Roundtable and the Sustainable Communities Committee earlier this year and comments were received. The Policy Element will be incorporated into the draft RTP documents in early 2022.

Valley-wide Chapter – TCAG Staff is updating the goods movement project list in coordination with the other valley regions. The Valleywide Chapter will be incorporated into the draft RTP documents in early 2022.

Regional Housing Needs Allocation – TCAG staff continues to meet with TCAG agencies in solidifying the RHNA methodology and have been putting together updated allocation numbers based on recent allocations from the California Department of Housing and Community Development.

Air Quality Conformity – TCAG staff continues to work with the other valley regions to put together the required conformity review and documentation.

Environmental Impact Report (EIR) – Rincon is the consulting firm putting together the Environmental Impact Report per the requirements of the California Environmental Quality Act. They are working collaboratively with other sub consultant and TCAG staff. A draft document is expected in early 2022. Sahagi and Associates is working together with Tulare County Counsel to provide appropriate legal review of all documentation.

Health Impact Analysis and Environment Justice Report – Both are being developed in parallel process with, and will be made a part of, the EIR.

Public Outreach – Public Outreach continued to be conducted in the region to share the development scenarios with the public and solicit their input on a preferred scenario. Outreach, so far, has included a presence at the Tulare County Fair, appearances at City Council Meetings and the TCAG Board Meeting and various appearances in disadvantaged communities spread over the region. A presentation was made to the Tulare River Tribe as well. Results from the outreach efforts were shared with the TCAG Board at the December 6, 2021 meeting.

The following is a schedule for upcoming events:

- January 2022 – Completion of the core draft documents.  
Core draft documents to be shared with the Roundtable and Rural Communities Committee.
- February 2022 - Administrative Draft of the Draft EIR Released  
CMAQ and STBG Projects Presented to TCAG Board
- March 2022 - Draft RTP/SCS/PEIR Public Review Begins (60 Days)  
Notice of Completion for PEIR Filed  
Notice of Availability for PEIR Filed  
Public Review for Air Quality Conformity Begins  
(30 days for RTP) (55 days for SCS)  
RHNA Incorporated in to RTP Documents  
CMAQ and STBG Projects Programmed in 2023 FTIP and sent out for Public Review.
- April 2022 - Conformity Public Hearing Held  
Draft PEIR Presented to TCAG Board  
SCS Public Hearing Held at TCAG Board
- May 2022 - Draft PEIR Comments Due  
Air Quality Conformity Comments Due  
Finalize Draft RTP/SCS/PEIR  
Public Hearing for SCS held in alternate location (Porterville)
- June 2022 - Final EIR Public Hearing Held at TCAG Board
- July 2022 - TCAG Board Adopts Regional Transportation Plan  
TCAG Board Adopts Sustainable Communities Strategy  
TCAG Board Adopts and Certifies Final EIR  
TCAG Board Adopts Air Quality Conformity Document  
TCAG Board Adopts Regional Housing Needs Allocation
- October 2022 - RTP/SCS Transmitted to Caltrans for Approval
- December 2022 - RTP Transmitted to FHWA for Approval

**ATTACHMENT(S):**

None

**AGENDA ITEM V-B**

**February 28, 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 via webinar/teleconference on January 26<sup>th</sup>-27<sup>th</sup>. The next CTC meeting via webinar/teleconference and/or in San Diego is on March 16<sup>th</sup>-17<sup>th</sup>. 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:**

January CTC Meeting

\$30.9 million, all of the remaining Proposition 1b funds for SR-99, was programmed on the SR-99 Delano to Pixley rehabilitation and widening project. Construction is scheduled to begin in FY23/24.

December CTC Meeting

State Highway Operation and Protection (SHOPP) allocations:

\$8.85 million for construction at the Warlow rest area near Traver on SR-99 to upgrade the water and wastewater systems.

\$2.49 million for design and construction to overlay two bridge decks in Fresno County and the SR-137/Outside Creek bridge in Tulare County.

October CTC Meeting

There were no Tulare County projects on the October CTC agenda.

August CTC Meeting

State Highway Operation and Protection (SHOPP) allocations:

\$15.7 million for construction replacing the Yokohl Creek and Kaweah River bridges on SR-245 near Woodlake.

\$9.89 million for construction at the Raine rest area near Tipton to upgrade water, sewer and irrigation.

\$2.25 million PS&E and \$750k R/W support for the SR-216 rehabilitation/Lovers Ln Interchange (IC) operational improvements project.

2020 RTIP/STIP

The CTC adopted the 2020 STIP at the March 25<sup>th</sup>, 2020 meeting. TCAG’s RTIP was included as proposed.

**2020 RTIP/STIP**

Project	Agency	Phase	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
SR-65 Realignment and operational improvements	Caltrans	PS&E				\$1.5m	
SR-99/Caldwell Interchange	Caltrans	R/W Con			\$4.6m	\$7.0m	
SR-99/Commercial Interchange	Caltrans	R/W Con	\$5.5m	\$7.4 m <sup>1</sup>			
SR-99 Widening (Tagus-Prosperity)	Caltrans	Con	\$69.491 m <sup>2</sup>				
SR-99 Widening (City of Tulare)	Caltrans	E&P PS&E	\$4.15m <sup>3</sup>	\$6.37 m <sup>4</sup>			

<sup>1</sup>Additionally, \$29.4 million from Measure R and \$16 million from BUILD

<sup>2</sup>\$62.327 million from Caltrans’ Interregional Transportation Improvement Program (ITIP), \$7.164m from RTIP

<sup>3</sup>\$2.0 million from ITIP, \$2.15 million from RTIP

<sup>4</sup>\$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

2022 RTIP/STIP

Listed below is the schedule for the adoption of the 2022 STIP:

- 6/23/21 Caltrans presents draft fund estimate
- 7/19/21 STIP Guidelines and fund estimate workshop
- 8/18/21 CTC adopts fund estimates and guidelines
- 10/4/21 Caltrans submits draft ITIP
- 10/14/21 CTC ITIP Hearing (south)
- 12/15/21 Regions submit RTIPs, Caltrans submits final ITIP
- 2/3/22 CTC STIP Hearing (south)
- 3/23/22 CTC adopts STIP

**ATTACHMENTS:**

None

## AGENDA ITEM V-C

February 28, 2022

Prepared by Kasia Poleszczuk, TCAG Staff

### SUBJECT:

**Information:** Governor Newsom's Clean California Beautification Projects Initiative – Update on Awarded Projects

### BACKGROUND:

A press release from the Office of Governor Gavin Newsom announced on February 11 that as part of his landmark \$1.1 billion, California Clean Initiative has awarded \$311.7 million towards 126 beautification projects along the state highway system, with 98% of those projects “benefitting historically underserved or excluded communities.”

Designed to foster cultural connections and civic pride, the projects are expected to generate 3,600 jobs as part of the multiyear initiative led by Caltrans to remove trash and beautify community gateways and public areas along highways, streets and roads. Developed in close collaboration with tribal and local governments, non-profits and businesses, the 126 state beautification projects will be completed in 47 of California's 58 counties with proposals that improve safety and promote community connections, including art installations and green space. Construction will begin in April 2022.

### DISCUSSION:

The total of 16 projects were awarded in District 6. Two of these are in Tulare County:

1. **Highway 99 Corridor Screenings** – Enhance and beautify the SR 99 corridor in Tulare County for travelers along 99 and members of the communities; construct enhanced fencing and provide visual screening at various locations to decrease views of adjacent blighted areas; provide privacy screening for residents living adjacent to SR 99.
2. **SR 63 / Cutler-Orosi Corridor Enhancement** - Construct road diet including traffic calming elements such as bulb-outs which could be expanded to create small pockets of public space for artwork placement; install rectangular rapid flashing beacons at marked crosswalks; install accent and shade tree planting to reduce heat island effects; develop safe bike lanes to promote active transportation; incorporate streetscape furnishings including an aesthetic related family of streetscape elements such as benches, trash receptacles, bike racks, bus stop furnishings; accent paving in sidewalks at spot locations of interest; add free standing art and/or a gateway monument at community entryways and along the corridor.

In addition to these awards for Clean California projects along the state right-of-way, the Administration in December announced the availability of almost \$300 million in grants to cities and counties for local projects that will clean and beautify neighborhood streets, parks and transit centers throughout California. Caltrans will review the project proposals from cities, counties, transit agencies, tribal governments and other governmental entities and announce grant recipients on March 1. The Governor's California Blueprint (<https://www.gov.ca.gov/wp-content/uploads/2022/01/Governors-California-Blueprint-Fact-Sheet.pdf>) proposes an additional \$100 million to fund additional local Clean California grants.

Over three years, Clean California will remove an additional 1.2 million cubic yards, or 21,000 tons, of trash from the state system alone – enough to fill the Rose Bowl three times over. The initiative has already resulted in 6,300 tons of litter removed from the State Highway System and, to date, Caltrans has hired 528 new team members, including 428 maintenance workers who collect litter and perform maintenance duties like graffiti removal.

**ATTACHMENT:**

1. Press release: Governor Newsom Announces \$312 Million for New Clean California Projects to Beautify and Revitalize Public Spaces Across the State \_ California Governor, February 11, 2022

## Governor Newsom Announces \$312 Million for New Clean California Projects to Beautify and Revitalize Public Spaces Across the State

Published: Feb 11, 2022

*Governor announces new awards for 126 projects to beautify and transform areas across the state*

*Grants will create 3,600 jobs – with 98 percent of projects benefiting underserved communities*

*Builds upon \$300 million in grants to be awarded by March 1 for local projects by cities and counties to beautify areas*

*State and local grants are part of \$1.1 billion Clean California initiative to remove trash, transform public spaces and create thousands of jobs*

SAN FRANCISCO – As part of his landmark \$1.1 billion Clean California initiative, Governor Gavin Newsom today announced the award of \$311.7 million for 126 beautification projects along the state highway system – with 98 percent of the projects benefiting historically underserved or excluded communities. Designed to foster cultural connections and civic pride, the projects are expected to generate 3,600 jobs as part of the multiyear initiative led by Caltrans to remove trash and beautify community gateways and public areas along highways, streets and roads while creating thousands of jobs for Californians.

“With Clean California projects transforming more and more sites across the state, we’re taking the next step to create enriching public spaces that serve the needs of our diverse communities and that all of us can take pride in – starting in the neighborhoods that need it most,” said Governor Newsom. “Working together, the state and local governments are advancing unique beautification projects that will make a positive impact for years to come.”

Developed in close collaboration with tribal and local governments, non-profits and businesses, the 126 state beautification projects will be completed in 47 of California’s 58 counties, including art installations, green space and proposals that improve safety and promote community connections. Construction will begin in April 2022, a full list of the projects can be found [here](#).

Governor Newsom announced the grants today at an interchange in San Francisco, the site of a new \$2.6 million project that will include a tree nursery, dog park and other features.



Governor Newsom visits site of \$2.6 million Clean California beautification project in San Francisco

In addition to these awards for Clean California projects along the state right-of-way, the Administration in December announced the availability of almost [\\$300 million in grants to cities and counties](#) for local projects that will clean and beautify neighborhood streets, parks and transit centers throughout California. Caltrans will review the project proposals from cities, counties, transit agencies, tribal governments and other governmental entities and announce grant recipients on March 1. The Governor's California Blueprint proposes an additional \$100 million to fund additional local Clean California grants.

Over three years, Clean California will remove an additional 1.2 million cubic yards, or 21,000 tons, of trash from the state system alone – enough to fill the Rose Bowl three times over. The initiative has already resulted in 6,300 tons of litter removed from the State Highway System and, to date, Caltrans has hired 528 new team members, including 428 maintenance workers who collect litter and perform maintenance duties like graffiti removal.

###

## **AGENDA ITEM V-D**

February 28, 2022

Prepared by Giancarlo Bruno, TCAG Staff

### **SUBJECT:**

**Information:** 2021/2022 Unmet Transit Needs Outreach Campaign

### **BACKGROUND:**

The Transportation Development Act (TDA) of 1971 is the primary state law governing public transportation in California. The TDA requires that the local Transportation Planning Agency (TPA) identify the unmet transit needs within its jurisdiction and determine which of those needs are reasonable to meet. TCAG is the designated TPA for Tulare County.

The TPA must conduct at least one public hearing as part of this outreach process. The TPA is also required under the statute to adopt a resolution establishing one of the following findings for each request: 1) item is not an unmet transit need; 2) item is an unmet need that is not reasonable to meet; or 3) item is an unmet transit need that is reasonable to meet. The TCAG Board has adopted definitions of an unmet need that is reasonable to meet. This definition is considered by the Social Services Transportation Advisory Council (SSTAC), which reviews each comment received and makes a recommendation of findings to the TCAG Board for adoption.

### **DISCUSSION:**

TCAG is implementing extensive outreach for the 2021/22 Unmet Transit Needs process, based largely on outreach methods it has employed successfully in the recent past. Outreach methods include:

1. Designing and distributing posters with comment cards and QR codes accessing online comment submission form, and on-board bus advertisements in English and Spanish countywide. Information is also included in Tagalog.
2. Direct mailings to an extensive list of agencies, including social service agencies, the Tule River Tribe, civic organizations, community centers, clinics, libraries, and local supermarkets to provide comment cards that residents can easily fill out and send to TCAG with prepaid postage.
3. Working with Tulare County Public Health to post information on digital displays in high traffic public buildings, and to increase awareness at local social service offices.
4. Posting official notices in local newspapers, in English and Spanish. Public hearings are being held in person and online.
5. Advertising campaign on Facebook and Instagram. Social media advertising has generated a large response in the last two years.
6. Creating and advertising an accessible online comment submission and informational page (<https://publicinput.com/transitneeds>).
7. Extending the offer to provide additional information, assistance, and materials to various stakeholders and TCAG committee members as requested.

8. Setting up a text line to accept unmet needs comments: texting 512-580-8850 with the keywords “mytransit” or “tránsito” to trigger the survey question in English or Spanish, respectively.
9. Accepting comments via a dedicated email address:  
TCAGinfo@tularecag.ca.gov

Two public hearings are being conducted for this process on March 21, 2022, the first being at 1:00 p.m. during the regularly scheduled TCAG Board meeting, and the latter at 5:30 p.m., which will be a virtual hearing accessible only via Zoom. The 1:00 pm hearing will also be accessible on Zoom, including via a landline telephone. Spanish translation will be provided at both hearings.

The final day to submit comments for consideration this year is March 31, 2022. Once all comments have been received, TCAG staff will review comments and distribute them to the respective transit agencies for responses.

Staff will provide all comments, along with transit agency responses, to the Social Service Transportation Advisory Council (SSTAC) for their consideration. The SSTAC will meet on May 10, 2022, to make recommendations for each comment received. The SSTAC recommendations will be brought to the Board for action in June. The adopted findings must then be transmitted to Caltrans. Identified unmet transit needs that are found reasonable to meet are required to be implemented before any allocation is made for streets and roads using TDA funds in 2022/23.

**ATTACHMENT:**

1. 2022 Unmet Transit Needs promotional flyer with postage paid comment card.

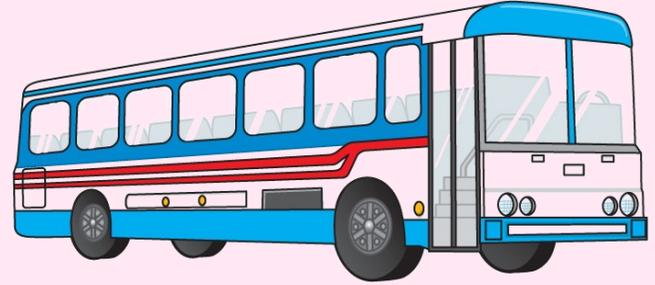
# Your Ride. Your Voice.

## March 2022 is Unmet Transit Needs Month!

Tell us how we can make public transportation work for you.  
Send us a comment or participate in a public hearing! All  
mailed comments must be received by March 31, 2022.

Cuéntenos cómo podemos hacer que el transporte público funcione para usted.

¡Envíanos un comentario o participa en una audiencia pública!  
Todos los comentarios enviados por correo deben recibirse antes del 31 de marzo de 2022.



### SEND COMMENTS TO:

*O COMUNÍQUESE CON NOSOTROS:*



210 N. Church Street, Suite B, Visalia, CA 93291  
559-623-0450 • [tcaginfo@tularecag.ca.gov](mailto:tcaginfo@tularecag.ca.gov)

**Unmet Needs Hearing is Monday, March 21, 2022 AT 1:00 PM**

La audiencia pública de necesidades non cumplidas es el  
Lunes, 21 de marzo de 2022 a las 13:00

### Lamp Liter Inn

**3300 W. Mineral King Ave., Visalia, CA 93291**

Or Via Zoom: Toll Free Call in: 1(888) 475-4499  
| Meeting ID: 744 710 0343 | Passcode: 82243742  
*ID de la reunión      Código de acceso*

**And also MONDAY, MARCH 21, 2022 AT 5:30 PM\***

**Only on Zoom**

**Y tambien el LUNES, 21 DE MARZO, 2022– 5:30 PM\***

**Solo a través de Zoom**



### BUS SYSTEM COMMENTS COMENTARIOS SOBRE EL SISTEMA DE AUTOBUS

Name | Nombre:

Address | Dirección:

City/Zip | Ciudad/Zona Postal:

Phone Number | Número de Teléfono:

Comments | Comentarios:

Please provide as much specific information about your request as possible.  
*Por favor describa detalles sobre su solicitud.*

Comments are evaluated annually on March 31st.

*Los comentarios son evaluados cada año para el 31 de Marzo.*

[www.TulareCOG.org](http://www.TulareCOG.org) - (559) 623-0450

Sa karagdagan impormasyon o para isubmit ang kailangang transportasyon, maari po lamang tumawag sa (559) 623-0450 para mabigyan ng kadagdagang instruksyon.

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

\*\*\*\*\*

**Executive Minutes January 24, 2022**

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

<b>Counsel and TCAG Staff Present (X)</b>	
<input checked="" type="checkbox"/> Jeff Kuhn, Tulare County Deputy Counsel	<input type="checkbox"/> Steven Ingoldsby, Associate Regional Planner
<input checked="" type="checkbox"/> Ted Smalley, Executive Director	<input type="checkbox"/> Giancarlo Bruno, Regional Planner
<input type="checkbox"/> Benjamin Kimball, Deputy Executive Director	<input checked="" type="checkbox"/> Sheela Bhongir, Regional Planner
<input type="checkbox"/> Benjamin Giuliani, Executive Officer-LAFCO	<input type="checkbox"/> Gail Miller, Associate Regional Planner/EH
<input checked="" type="checkbox"/> Leslie Davis, Finance Director	<input type="checkbox"/> Barbara Pilegard, Associate Regional Planner/EH
<input checked="" type="checkbox"/> Elizabeth Forte, Principal Regional Planner	<input type="checkbox"/> Maria Garza, Associate Regional Planner/EH
<input type="checkbox"/> Roberto Brady, Principal Regional Planner	<input type="checkbox"/> Michele Boling, TCAG Accountant III
<input type="checkbox"/> Derek Winning, Senior Regional Planner	<input checked="" type="checkbox"/> Brideget Moore, TCAG Analyst III
<input type="checkbox"/> Gabriel Gutierrez, Senior Regional Planner	<input checked="" type="checkbox"/> Amie Kane, Administrative Clerk II
<input type="checkbox"/> Kasia Thompson, Associate Regional Planner	<input checked="" type="checkbox"/> Servando Quintanilla, Administrative Clerk II
<input type="checkbox"/> Jennie Miller, Associate Regional Planner EH	<input checked="" type="checkbox"/> Holly Gallo, Office Assistant III

**I. WELCOME**

The Tulare County Association of Governments Board Meeting was called to order by Chair Vander Poel at 1:00 p.m. on January 24, 2022, at the Tulare County Human Resources and Development offices, 2500 W. Burrel Avenue, Visalia, CA 93291.

**II. PLEDGE OF ALLEGIANCE**

Member Whitmire led the Pledge of Allegiance.

**III. PUBLIC COMMENTS**

Public comments opened/closed at 1:02 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 IV-D.**

- A. Action: Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance at Public Meetings**
- B. Action: Adoption of Resolution: Reaffirm Agreement with Moore and Associates for the Preparation of Transportation Development Act Triennial Performance Audits**
- C. Action: Adoption of Resolution: 2022 California Safety Performance Management 1 (PM1) Target Setting**
- D. Action: Adoption of Resolution: Appointment to the Social Services Transportation Advisory Council (SSTAC)**

Upon a Motion by Member Valero, and seconded by Member Micari, the Transportation Policy Advisory Committee unanimously approved the Transportation Consent Calendar Action Items IV-A through IV-D. Absent: Shuklian, Townsend, Reynosa, Boyer, Sayre, Mendoza, and Gomez.

**E. Information: Implementation Status of Federally Funded Projects**

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

**V. TRANSPORTATION ACTION/DISCUSSION ITEMS**

**A. Action: Adoption of Resolution: Consultant Selection for Tule River Tribe Active Transportation Plan (ATP)**

Mr. Smalley outlined the proposed consultant selection of 4Creeks to create preliminary design and renderings for the Tule River ATP. Mr. Smalley stated that three proposals had been received, out of which 4Creeks had the highest scoring based on adopted evaluation criteria and scoring. Therefore, TCAG staff recommended selection of 4Creeks for the preparation of the Tule River Tribe ATP.

Upon a Motion by Member Flores, and seconded by Member Whitmire, the Transportation Policy Advisory Committee unanimously selected 4Creeks as the consultant for the Tule River ATP. Absent: Townsend, Reynosa, Boyer, Sayre, Mendoza, and Gomez

**B. Information: Regional Transportation Plan (RTP)/ Sustainable Communities Strategy (SCS) Update**

Mr. Smalley discussed the background of the RTP, and the current work being done by TCAG staff to prepare. Mr. Smalley stated that a draft would be released within the next month for review and highlighted an estimated timeline of steps to be taken for the RTP to be adopted.

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

Mr. Smalley stated that next CTC meeting would be happening in Sacramento on January 26-27, 2022, which only one item would be voted on for matching funds for the SR-99 project; if approved this would allow for 11 miles to be widened.

**D. Information: Tentative Award for Farmersville Los Arroyos Affordable Housing and Sustainable Communities (AHSC) Project**

Ms. Bhongir announced the tentative award of an AHSC grant for the Los Arroyos Affordable Housing project that was in partnership with Self-help Enterprises. She explained that was granted funds would go towards 54 affordable housing units and over 7 million in transit, bicycle, and pedestrian improvements.

**E. Information: Caltrans Monthly Report**

Mr. Navarro stated that the Clean California call for projects would be due February 9, 2022, that projects were being reviewed for assignment of ATP funds, and that save the date flyers would be going out for the SR-99 workshop scheduled for March 3-4, 2022.

Additionally, he shared an overview of projects in Tulare County and the region; as well as efforts for widening 99.

***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 Valero, and seconded by Member Mendoza, the Transportation Policy Advisory Committee unanimously reaffirmed all actions while sitting as the Transportation Policy Advisory Committee. Absent: Reynosa, Boyer, Flores, Sayre, and Gomez.

**VII. ASSOCIATION CONSENT CALENDAR-ACTION AND INFORMATION ITEMS**

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

- A.** Action: Minutes of December 6, 2021 TCAG Board Meeting
- B.** Action: Minutes of December 2, 2021 Technical Advisory Committee Meeting
- C.** Action: Local Clearinghouse Review (LCR) 2021-03: Kaweah Health Foundation United States Department of Agriculture (USDA) Emergency Rural Health Care Grant Track 1 Application
- D.** Action: Local Clearinghouse Review (LCR) 2021-04: Kaweah Health Foundation United States Department of Agriculture (USDA) Emergency Rural Health Care Grant Track 2 Application
- E.** Action: Adoption of Resolution: Approval of Amendment No. 7 to the Fiscal Year 2021/2022 Overall Work Plan (OWP)

Upon a motion by Member Micari, and seconded by Member Caudillo, the Association unanimously approved the Association Consent Calendar Items VII-A through VII-E. Absent: Reynosa, Boyer, Flores, Sayre, and Gomez.

**VIII. ASSOCIATION ACTION/DISCUSSION ITEMS**

**A. Information: Legislative Update**

Mr. Smalley discussed Federal and State trips, after discussions with lobbyist about the challenges with Covid it was decided that there would be no in-person trips this spring to Washington D.C. He highlighted the transportation priorities on the summary of the state budget proposal which was attached within the agenda packet.

**B. Presentation: Report from Congressman Nunes' Office**

No report given since Congressman Nunes had vacated the office, this standing item will be removed until the position was filled.

**C. Presentation: Report from Congressman Valadao's Office**

Mr. Clayton Smith, representative for Congressman Valadao's office, discussed the national defense authorization act, which would provide additional support for military families. He further provided a legislative update highlighting HR-6448 and HR-5254.

**D. Presentation: Report from Assemblyman Mathis' Office**

No representative present, report not given.

**E. Presentation: Report from Senator Hurtado's Office**

No representative present, report not given.

**F. Action: Application for Alternate member at Large Positions No. 2**

Ms. Moore stated that this item was to make the board aware that an application had been received for the alternate member at large #2 position. The position had been vacant upon Member Whitmire's appointment to the member at large position #3 in April of 2021. Ms. Moore explained that Mr. Davis Ward's application was attached for review and if appointed, it would be for the remainder of the term set to expire December 2022.

Upon a motion by Member Shuklian, and seconded by Member Valero, the Association unanimously approved the appointment of Mr. Ward as recommended. Absent: Reynosa, Boyer, Flores, Sayre, and Gomez.

**G. Information: Regional Transit Coordination Update**

Ms. Forte outlined TCRTA activities highlighting the request for proposal for transit operations that had recently been released; fare and route changes scheduled to take effect July 1, 2022; and a Board Workshop that had taken place January 10, 2022.

*Adjourn as the Tulare County Association of Governments and Convene as the Abandoned Vehicle Abatement Authority*

**IX. ABANDONED VEHICLE ABATEMENT AUTHORITY – ACTION/DISCUSSION ITEMS**

**A. Information: Abandoned Vehicle Abatement (AVA) 2021/2022 First Quarter Report**

Ms. Davis provided a review of the allocations and distributions for the first quarter of fiscal year 2021/2022 and stated that for the first quarter the amount received totaled \$102,674.81.

*Adjourn as the Abandoned Vehicle Abatement Authority and Convene as the Tulare County Association of Governments*

**X. CORRESPONDENCE**

**A. None**

**XI. OTHER BUSINESS**

**A. Information: Items from Staff**

**1. TCAG Director’s Report**

Mr. Smalley discussed the Corridor Committee litter abatement and trash pick up projects and stated that agreements with Caltrans for trash pick up had been agreed on.

**2. Other Items**

None

**B. Information: Items from Board Members**

**1. Tulare County Water Commission Update**

Member Flores reported that the last meeting had been held January 10<sup>th</sup> and that presentations provided were very educational and informative in regard to water market development. She noted that the next scheduled meeting was for February 14, 2022.

**2. San Joaquin Valley Policy Council Update**

Member Mendoza reported that the legislative trip to Washington D.C. in the spring would not be scheduled as Mr. Smalley had previously mentioned. However, Member Mendoza explained that the San Joaquin policy council would be meeting in May 2022.

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

Member Shuklian stated that the next meeting had been scheduled for Friday, January 28<sup>th</sup> after which time she would be able to provide an update.

**4. San Joaquin Valley (SJV) Housing Task Force Update**

Member Valero stated that the last meeting had been held January 21, 2022 and much discussion was had regarding the State Departments housing report, housing technical assistance, jurisdictions, and SJV guides for housing. He noted that January 25<sup>th</sup> there would be a REAP Workshop and that the Annual Policy Conference was scheduled for May 11, 2022.

**5. TCAG Transit Report**

None

**6. Other Items**

None

**C. Request from Board Members for Future Agenda Items**

None

**XII. ADJOURN**

The TCAG Meeting was adjourned at approximately 2:08 p.m.

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

**Item VII-B**  
**TCAG Technical Advisory Committee Meeting**  
**Tulare County Association of Governments - 210 N. Church Street, Suite B, Visalia, CA 93291**  
**January 20, 2021 – Summary Meeting Minutes**

**ATTENDANCE LIST**

City of Dinuba	George Avila
City of Exeter	Eddie Wendt
Cities of Farmersville, Woodlake	<i>Absent</i>
City of Lindsay	Neyba Amezcua
County of Tulare	Karla Artega
City of Porterville	Javier Sanchez
City of Tulare	<i>Absent</i>
City of Visalia	Dolores Verduzco
Tule River Indian Reservation	<i>Absent</i>
TCAG	Elizabeth Forte
Caltrans	Lorena Mendibles

**Others Present:** Dave Deel, Caltrans

**TCAG Staff Present:** Ted Smalley, Steven Ingoldsby, Giancarlo Bruno, Gail Miller, Michele Boling, Leslie Davis, Sheela Bhongir, Amie Kane, Brideget Moore, Holly Gallo 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 Ms. Forte 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 January 24, 2021.

**III. PUBLIC COMMENTS**

Public comments opened and closed at 1:31pm. No comments were heard.

**IV. TRANSPORTATION CONSENT CALENDAR –INFORMATION ITEMS**

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

Ms. Moore discussed that this was a standing item that allows remote attendance at public meetings.

**B. Action: Adoption of Resolution: Reaffirm Agreement with Moore and Associates for the Transportation Development Act Triennial Performance Audits**

Ms. Forte stated that this item was a reaffirmation agreement to have Moore and Associates perform the Transportation Development Act Triennial Performance Audits.

**C. Action: Adoption of Resolution: 2022 California Safety Performance Management 1 (PM1) Target Setting**

Mr. Smalley stated that staff was recommending that the Board approve option “A” and support the targets approved by Caltrans and plan and program projects that contribute to these goals and authorize the Executive Director to sign and submit the 2022 California Safety Performance Management 1 (PM1) Target Setting.

**D. Action: Adoption of Resolution: Appointment to the Social Services Transportation Advisory Council (SSTAC)**

Mr. Bruno reported that this item was a recommendation of approving Glen Stewart to serve on the SSTAC for the remainder of a three (3) year term concluding on June 30, 2024.

**E. Information: Implementation Status of Federally Funded Projects**

Mr. Smalley gave an update on federal funding with one thing to note that there would be a delay to evaluate the cost of increases on projects and will talk to city staff. Ms. Forte stated that CMAQ projects were coming in 2022.

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

Mr. Smalley stated that there were a lot of workshops happening and working with 99 coalition. If any cities had any projects that scored 80's or higher, they should resubmit projects with corrections to score higher.

**V. TRANSPORTATION ACTION/DISCUSSION ITEMS**

**A. Action: Adoption of Resolution: Consultant Selection for Tule River Tribe Active Transportation Plan**

Ms. Bhongir stated that this was an action item to select a consultant for the Tule River Tribe Active Transportation Plan and based on TCAG-adopted evaluation criteria and scoring, TCAG staff recommends selection of 4Creeks for preparation of the Tule River Active Transportation Plan.

**B. Information: Regional Transportation Plan / Sustainable Communities Strategy Update**

Ms. Smalley cited that any work on the RTP from the cities could be billed to the RTP.

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

Ms. Smalley stated that the big item in January would be the CTC vote for Caltrans for 99 bond to make temporary lanes from Delano up to Poplar permanent.

**D. Information: Tentative Award for Farmersville Los Arroyos Affordable Housing and Sustainable Communities (AHSC) Project**

Ms. Bhongir informed that on January 10, 2022, grant award recommendations for the AHSC program were released. The Los Arroyos Housing and Transportation Improvement Project was selected as one of the five recommended recipients within the Rural Innovation Projects category. The recommendation includes over \$7 million in funding for 54 affordable housing units and over \$7 million in transit, bicycle, and pedestrian improvements for a total award amount of \$14,523,570. The recommendations would be presented to the Strategic Growth Council for approval on January 26, 2022.

**E. Information: Caltrans Monthly Report**

Ms. Mendibles stated that clean California grant applications are due February 1, 2022, and once the draft RTP comes out they will review it.

**VII. ASSOCIATION CONSENT CALENDAR –ACTION AND INFORMATION ITEMS**

**C. Action: Local Clearinghouse Review (LCR) 2021-03: Kaweah Health Foundation United States Department of Agriculture (USDA) Emergency Rural Health Care Grant Track 1 Application**

Ms. Gallo explained that the proposed project from Kaweah Health Foundation is for USDA Emergency Rural Health Care Grant Track 1 funding in the amount of \$782,672. The

proposed project will expand telehealth and behavioral healthcare while supporting COVID-19 testing and vaccination efforts at Kaweah Health Rural Clinics in Exeter, Lindsay, and Woodlake.

**D. Action: Local Clearinghouse Review (LCR) 2021-04: Kaweah Health Foundation United States Department of Agriculture (USDA) Emergency Rural Health Care Grant Track 2 Application**

Ms. Gallo explained that the proposed project from Kaweah Health Foundation is for USDA Emergency Rural Health Care Grant Track 2 funding in the amount of \$10,000,000. The proposed project will allow Kaweah Health, along with Community Services Employment Training (CSET) and Delta Doctors and Precision Psychiatry Services to build and staff a rural healthcare call center in rural Goshen.

**E. Action: Adoption of Resolution: Approval of Amendment No. 7 to the FY 2021/2022 Overall Work Plan (OWP)**

Ms. Davis stated that the amendment was an increasing on Work Element No. 601.04, Office Expense/Fixed Assets, to include an increase for the SCE agreement for the EV charging stations in the amount of \$63,845 and to add work Element No. 601.10, Valley Planning Assistance, in the amount on \$25,000 to assist Valley partners with planning work.

**VIII. ASSOCIATION ACTION/DISCUSSION ITEMS**

**A. Information: Legislative Update**

Mr. Smalley gave an update on state budgets released by the governor and still waiting on clarification on federal transportation bill and highlighted the federal lobbyist summary on funds.

**F. Action: Application for Alternate Member at Large Positions No. 2**

Ms. Moore gave an update on the vacant positions notice was posted to the TCAG website in April and June 2021 and on social media periodically to advertise to members of the public. TCAG received an application on January 11, 2022, from Mr. Davis Ward for the Alternate Member At Large #2 position

**G. Information: Regional Transit Coordination Update**

Ms. Forte stated that TCRTA had posted an RFP for transit operations, TCRTA had a Board Workshop for Directors, TCRTA is in the process of developing a fare structure that will be consistent and understandable for all riders in the system.

**IX. ABANDONED VEHICLE ABATEMENT AUTHORITY – ACTION/DISCUSSION ITEMS**

**A. Information: Abandoned Vehicle Abatement (AVA) 2021/2022 First Quarter Report**

Ms. Boling gave an update on the first quarter report on the AVA and the amount received for 2021/2022 First Quarter distribution is \$102,674.81.

**XI. ADJOURN**

The TCAG Technical Advisory Committee adjourned at 1:59 p.m.

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, February 28, 2021, at 1:00 p.m.**, at the **Tulare County Human Resources and Development 2500 W. Burrel Avenue Visalia, CA 93291**. The Technical Advisory Committee will meet on **Thursday, February 24, 2021 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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**AGENDA ITEM VII-C**

**February 28, 2022**

**Prepared by Leslie Davis, TCAG Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Approval of Amendment No. 8 to the FY 2021/2022 Overall Work Plan (OWP)

**BACKGROUND:**

On April 19, 2021, the Tulare County Association of Governments (TCAG) FY 2021/2022 Overall Work Plan (OWP) was adopted through Resolution No. 2021-123. 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.8 to the FY 2021/2022 OWP is necessary to allow TCAG to deliver services as requested by its member agencies.

First section -Carryover PL Reallocations:

1. Reallocate carryover PL from Work Element 601.06, Overall Work Program and Budget, in the amount of (\$19,011.00)
2. Reallocate carryover PL from Work Element 602.06, Special Transportation Project Studies, in the amount of (\$49,798.00)
3. Reallocate carryover PL from Work Element 605.01, Congestion Management Program, in the amount of (\$30,259.00)
4. Reallocate carryover PL from Work Element 610.01, Air Quality Planning and Analysis, in the amount of (\$4,984.00)
5. Reallocate carryover PL from Work Element 620.02, Goods Movement, in the amount of (\$11,000)
6. Reallocate carryover PL to Work Element 602.01, Regional Transportation Plan, in the amount of \$115,052.00

Second Section – PL Reallocation:

1. Reallocate PL from Work Element 610.01, Air Quality Planning and Analysis, in the amount of (\$24,798.00)
2. Reallocate PL to Work Element 602.06, Special Transportation Project Studies, in the amount of \$24,798.00

Third Section – increases and decreases

1. Increase Work Element 670.05, Local Coordination & Project Implementation, in the amount of \$150,000 to include agreement with Rincon approved on Resolution No. 2020-150 for the SCS and PEIR
2. Decrease Work Element 602.07, Special Transportation Project Studies (Non-Federal) in the amount of \$100,000. This was already allocated into Work Element 825.01.

**RECOMMENDATIONS:**

Staff recommends the approval of Amendment No. 8 to the OWP.

**FISCAL IMPACT:**

Funding is provided by Reserves and reallocation of PL and PL Carryover

**ATTACHMENTS:**

1. Resolution approving FY 2021/2022 OWP Amendment No. 8
2. OWP summary documents as affected by approval



NOW, THEREFORE, BE IT RESOLVED that the TCAG 2021/2022 Overall Work Program (OWP) is amended as shown in Attachment "2" and is herein referenced as Amendment No. 8.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 28<sup>th</sup> day of February, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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Pete Vander Poel III  
Chair, TCAG

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Ted Smalley  
Executive Director, TCAG

**W.E. 601.06 Overall Work Program and Budget**

REVENUES	DOLLARS
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	989
FHWA PL	46,010
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>46,999</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	5,391

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	45,989	4.9
City of Dinuba		
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant		
Publications and Legal Notice		
Training		
Transportation and Travel		
Print Services	1,010	
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>46,999</b>	<b>4.9</b>

**W. E. 602.01 Regional Transportation Plan**

REVENUES	DOLLARS
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	183,136
FHWA PL	71,916
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>255,052</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	29,254

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	195,052	20.8
City of Dinuba	5,000	
City of Exeter	5,000	
City of Farmersville	5,000	
City of Lindsay	5,000	
City of Porterville	5,000	
City of Tulare	5,000	
City of Visalia	5,000	
City of Woodlake	5,000	
County of Tulare	5,000	
Insurance		
Memberships		
Office Expense		
Consultant		
Publications and Legal Notice		
Training		
Transportation and Travel		
Print Services		
County Counsel	15,000	
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>255,052</b>	<b>20.8</b>

**W.E. 602.06 Special Transportation Project Studies**

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	202
FHWA PL	25,798
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>26,000</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	2,982

<b>EXPENDITURES</b>	<b>DOLLARS</b>	<b>STAFF PERSON MONTHS</b>
TCAG Staff	1,000	0.1
City of Dinuba	25,000	
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant		
Publications and Legal Notice		
Training		
Transportation and Travel		
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>26,000</b>	<b>0.1</b>

**W. E. 602.07 Special Transportation Project Studies (Non-Federal)**

REVENUES	DOLLARS
Member Dues	
Local Contribution	19,831
TDA	86,312
FHWA PL (carryover)	
FHWA PL	
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>106,143</b>
Toll Credits(5303) (Not Revenues)	
Toll Credits(PL) (Not Revenues)	

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	15,000	1.6
City of Dinuba		
City of Exeter	24,463	
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia	40,000	
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant		
Publications and Legal Notice		
Training		
Transportation and Travel		
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense	26,680	
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>106,143</b>	<b>1.6</b>

**Special Dept Exp**

Tulare County Regional Transit Agency Implementation (TCRTA) moved to 825.01

**City of Exeter**

Local match for Complete Streets and ADA Compliance & Active Transportation Safety Enhancement Plan, awarded grant

**City of Visalia**

Traffic Study

**W.E. 605.01 Congestion Management Program (CMP)**

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	8,241
FHWA PL	74,818
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>83,059</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	9,527

<b>EXPENDITURES</b>	<b>DOLLARS</b>	<b>STAFF PERSON MONTHS</b>
TCAG Staff	41,209	4.4
City of Dinuba		
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant	15,000	
Publications and Legal Notice		
Training	1,000	
Transportation and Travel	1,000	
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense	24,850	
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>83,059</b>	<b>4.4</b>

**W.E. 610.01 Air Quality Planning and Analysis**

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues	
Local Contribution	950
TDA	
FHWA PL (carryover)	9,045
FHWA PL	83,937
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>93,932</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	10,665

<b>EXPENDITURES</b>	<b>DOLLARS</b>	<b>STAFF PERSON MONTHS</b>
TCAG Staff	54,932	5.9
City of Dinuba		
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant	36,000	
Publications and Legal Notice		
Training	1,000	
Transportation and Travel	2,000	
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>93,932</b>	<b>5.9</b>

**W.E. 620.02 Goods Movement**

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	7,835
FHWA PL	427
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>8,262</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	948

<b>EXPENDITURES</b>	<b>DOLLARS</b>	<b>STAFF PERSON MONTHS</b>
TCAG Staff	8,262	0.9
City of Dinuba		
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant		
Publications and Legal Notice		
Training		
Transportation and Travel		
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>8,262</b>	<b>0.9</b>

**W.E. 670.05 Local Coordination & Project Implementation**

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues	
Local Contribution	190,075
TDA	
FHWA PL (carryover)	
FHWA PL	
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	150,000
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>340,075</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	

<b>EXPENDITURES</b>	<b>DOLLARS</b>	<b>STAFF PERSON MONTHS</b>
TCAG Staff	183,125	19.5
City of Dinuba		
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant	150,000	
Publications and Legal Notice		
Training		
Transportation and Travel	4,000	
Print Services	1,250	
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense	1,700	
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>340,075</b>	<b>19.5</b>

2021/2022 Overall Work Program

**SUMMARY**

REVENUES	DOLLARS
Member Dues	191,500
Local Contribution	1,116,090
TDA	282,000
FHWA PL (carryover)	284,991
FHWA PL	1,251,770
FTA Section 5303 (carryover)	105,234
FTA Section 5303	268,938
FTA Section 5304	104,882
FTA Section 5305	
DMV	3,000
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	13,589
City of Woodlake	
County of Tulare	
Measure R	618,379
LAFCO	255,500
TCAG Reserves	406,850
SB1 Sustainable Community Grant	752,633
Other Grants & Misc Revenues	1,231,510
TCRTA	
<b>Total Revenues</b>	<b>6,886,866</b>
Toll Credits(5303) (Not Revenues)	42,918
Toll Credits(PL) (Not Revenues)	176,266

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	2,319,178	221
City of Dinuba	113,472	
City of Exeter	102,877	
City of Farmersville	103,662	
City of Lindsay	112,841	
City of Porterville	111,096	
City of Tulare	116,693	
City of Visalia	204,291	
City of Woodlake	76,225	
County of Tulare	493,438	
Insurance	5,500	
Memberships	13,830	
Office Expense	22,500	
Consultant	1,433,634	
Publications/ Legal Notice/Dues	700	
Training	15,650	
Transportation and Travel	60,220	
Print Services	22,115	
County Counsel	32,000	
Auditor	2,500	
Motorpool		
Rent	165,708	
Special Dept Expense	1,328,236	
Dues/Subscriptions	6,500	
Utilities	16,000	
Office Equipment	8,000	
<b>Total Expenditures</b>	<b>6,886,866</b>	<b>220.6</b>

\* FHWA PL Funding  
 Carryover \$284,991  
Current Year funding: \$1,251,770  
**Total Funding \$1,536,761**

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**AGENDA ITEM VII-D**

**February 28, 2022**

**Prepared by Brideget Moore, TCAG Staff**

**SUBJECT:**

**Action:** Approve the Contract for California Department of Public Health (CDPH) Kids' Plates Grant for Childhood Unintentional Injury and Illness Prevention

**BACKGROUND:**

In July 2021, TCAG administrative staff applied for the CDPH grant after California Kid's Plates program released the Request for Application (RFA) No. 21-10210 on June 15, 2021. TCAG staff informed the Board of intent to apply for the grant at the June 28, 2021 Board meeting. Additionally, TCAG administrative staff informed the Board of the Kids' Plates Equipment Grant applied for and awarded to TCAG. This grant supplied TCAG with 100 bike/multisport helmets and 30 convertible vehicle safety seats.

On August 12, 2021, CDPH announced that TCAG had been awarded \$150,000 for the Kids' Plates Childhood Unintentional Injury Prevention grant. Ten total applications were received, of which seven were indicated as tentative award recipients.

Per grant award guidelines, the TCAG workplan for the funding will focus on unintentional childhood injury prevention. Given TCAG's history of active participation in bike rodeos, active transportation awareness initiatives, and national safety campaign interventions such as Rail Safety Month and Safe Routes to School, implementation of grant projects will find effortless alignment with ongoing TCAG enterprises. Intended projects include child safety seat community installation, training, and dissemination events; bike rodeos and multisport safety equipment dissemination and targeted safety training; bilingual multimedia safety campaigns; and promotion of national active transportation events.

**DISCUSSION:**

The contract for the grant was by received by TCAG Finance staff in January 2022 and signature was required from the TCAG Board Chair. Once the contract is executed, the grant will provide two reimbursements of \$75,000 per grant year over a total grant period of 21 months from October 1, 2021, to June 30, 2023.

**FISCAL IMPACT:**

This grant does not require a match and staff time is built into the cost of outreach efforts.

**RECOMMENDATION:**

Approve the contract for the CDPH Kids' Plates Grant.

**ATTACHMENTS:**

1. Kids' Plates Grant Contract

***CALIFORNIA INJURY AND VIOLENCE PREVENTION BRANCH KID’S PLATE PROGRAM***

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**"County of Tulare-DBA Tulare County Association of Governments," hereinafter**

**“Grantee”**

**Implementing the project, “Kids Plate RFA,” hereinafter “Project”**

**GRANT AGREEMENT NUMBER 21-10770**

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Sections 104325-104330}.

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to support local efforts to reduce the number of childhood unintentional injuries and deaths in California through implementation of evidence and data-informed interventions. CDPH intends to fund local health departments and other community-based organizations throughout the state.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed \$150,000 through the approved term of this agreement.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on October 1, 2021, and terminates on June 30, 2023. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2023.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health</b>	<b>Grantee: County of Tulare</b>
Name: Kate Bernacki, Program Manager	Name: Leslie Davis
Address: 1616 Capitol Ave, MS 7214	Address: 210 N Church Street, Suite B
City, ZIP: Sacramento, CA 95814	City, ZIP: Visalia, CA 92391
Phone: (916) 552-9855	Phone: (559) 623-0450
E-mail: kate.bernacki@cdph.ca.gov	E-mail: Ldavis@tularecag.ca.gov

Direct all inquiries to:

<b>California Department of Public Health, Injury and Violence Prevention Branch</b>	<b>Grantee: County of Tulare</b>
Attention: Kate Bernacki	Attention: Leslie Davis
Address: 1616 Capitol Ave, MS 7214	Address: 210 N Church Street, Suite B
City, Zip: Sacramento, 95814	City, Zip: Visalia, CA 92391
Phone: (916) 552-9855	Phone: (559) 623-0450
E-mail: <a href="mailto:kate.bernacki@cdph.ca.gov">kate.bernacki@cdph.ca.gov</a>	E-mail: <a href="mailto:Ldavis@tularecag.ca.gov">Ldavis@tularecag.ca.gov</a>

All payments from CDPH to the Grantee; shall be sent to the following address:

<b>Remittance Address</b>
<b>Grantee: County of Tulare</b>
Attention “Cashier”:
Address: 210 N Church Street, Suite B
City, Zip: Visalia, CA 92391
Phone: (559) 623-0450
E-mail: <a href="mailto:Ldavis@tularecag.ca.gov">Ldavis@tularecag.ca.gov</a>

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

**STANDARD PROVISIONS.** The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A GRANT APPLICATION

Exhibit A, ATTACHMENT 1 - GRANTEE'S WRITTEN MODIFICATIONS TO THE GRANT APPLICATION AS A REQUIRED CONDITION OF THE GRANT AWARD. This document shall supersede the Grant Application. Once Grant has been executed any modifications thereafter to the existing Exhibit A/Exhibit A, Attachment(s) shall be agreed to in writing by both parties, said changes shall not require a written amendment to this Grant Agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS –

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D REQUEST FOR APPLICATIONS

Exhibit E ADDITIONAL PROVISIONS

**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

2/1/22



\_\_\_\_\_  
Pete Vander Poel, III  
Chair, TCAG (Tulare County Association of Governments)  
210 N. Church St. Suite B  
Visalia, CA 92391

Date:

\_\_\_\_\_  
Joseph Torrez, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800- 1804  
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## Work Plan

October 1, 2021—June 30, 2023

Select Tier:    Tier 1             Tier 2

### Required Objectives

**Objective #1:** By June 30, 2023, TCAG will conduct 6 activities that will implement childhood unintentional injury prevention program interventions<sup>1</sup>.

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>Bike and Pedestrian Safety Classes for Parents and Caregivers<sup>2</sup></b> (Activity 1A)</p> <ul style="list-style-type: none"> <li>• <b>Total Classes: 2</b> <ul style="list-style-type: none"> <li>- (1) Spring 2022 Bike Month Parent Outreach</li> <li>- (1) Spring 2023 Bike Month Parent Outreach</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Coordinate with Law Enforcement re: helmet fitting, current statutes/best practices</li> <li>- Procure helmets and reflective safety gear,</li> <li>- Coordinate with rural/underserved community partners re: scheduling, venue</li> <li>- Develop educational literature for distribution at Visalia Rawhide Bike Month</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Informed caregivers of young children re: statistics of bike/ped unintentional injuries</li> <li>- Critical safety equipment and training re: fitting and use provided to caregivers in rural/underserved communities</li> <li>- Improved access to safety resources in law enforcement with exercise in transactional communication model, community immersion</li> <li>-Prevention of unintentional childhood injuries</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> <li>• TCAG Active Transportation Planning Staff</li> <li>• TCAG Accountant</li> <li>• TCAG Finance Director</li> </ul>	<p><b>Class #1:</b> March 2022 to May 2022</p> <p><b>Class #2:</b> March 2023 to May 2023</p>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Planning meeting agendas, minutes</li> <li>- Curriculum and event planning documentation</li> <li>- Attendance reports for staff, participants, partners</li> <li>- Copies of educational material provided</li> <li>- Event notes/photo documentation</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables:</b> <ul style="list-style-type: none"> <li>- Year 1: One Parent Safety Class Completion</li> <li>- Year 2: One Parent Safety Class Completion</li> </ul> </li> </ul>

1. At rates of 167.1 to 157.1, Tulare County has higher rates of childhood bike-related injuries compared to the rest of the state.  
 2. Aside from fittings offered by bike and bike accessory retailers, who offer helmet fitting upon the purchase of a new helmet, there are no regularly scheduled or publicly advertised helmet fitting or bike safety classes in Tulare County.

## Work Plan

**October 1, 2021—June 30, 2023**

**Objective #1 (continued):** By June 30, 2023, TCAG will conduct 6 activities that will implement childhood unintentional injury prevention program interventions<sup>3</sup>.

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>Child Safety Seat Installation Classes<sup>4</sup></b></p> <ul style="list-style-type: none"> <li>• <b>Total Classes: 4</b> (Activity 1B)               <ul style="list-style-type: none"> <li>- (2) Grant Year 1 Safety Class</li> <li>- (2) Grant Year 2 Safety Class</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Coordinate with Law Enforcement re: child safety seat installation training, current statutes</li> <li>- Procure convertible child safety seats ,</li> <li>- Coordinate with rural/underserved community partners re: scheduling, venue</li> <li>- Develop curriculum re: child safety seat installation personalized to participant's own vehicle, local vehicular childhood injury/death statistics, when/how to convert for growing children</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Informed caregivers re: statistics of vehicular injury</li> <li>- Car safety seats and training re: installation, continued use provided to caregivers in rural/underserved communities</li> <li>- Improved access to safety resources in law enforcement with exercise in transactional communication model, community immersion</li> <li>- Prevention of unintentional childhood injuries</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> <li>• TCAG Active Transportation Planning Staff</li> <li>• TCAG Accountant</li> <li>• TCAG Finance Director</li> </ul>	<p><b>Year 1 Class #1:</b> October 2021 to December 2021</p> <p><b>Year 1 Class #2:</b> January 2022 to June 2022</p> <p><b>Year 2 Class #1:</b> July 2022 to December 2022</p> <p><b>Year 2 Class #2:</b> January 2023 to June 2023</p>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Planning meeting agendas, minutes</li> <li>- Curriculum and event planning documentation</li> <li>- Attendance reports for staff, participants, partners</li> <li>- Copies of educational material provided</li> <li>- Event notes/photo documentation</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables:</b> <ul style="list-style-type: none"> <li>- Year 1: Two Safety Seat Class Completion</li> <li>- Year 2: Two Safety Seat Class Completion</li> </ul> </li> </ul>

3. Tulare County has 37% higher rates of childhood vehicular fatality and 19% higher rates of childhood vehicular injury (compared to California at large).

4. There are no regularly scheduled car seat technician classes currently available in Tulare County. Tulare County Health and Human Services does offer 2 hour classes by appointment where participants are eligible to receive a free car seat upon completion; however, proof of government aid must be provided, rendering this service inaccessible for certain citizenship statuses and those who are without homes (or proof of residency).

## Work Plan

October 1, 2021—June 30, 2023

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**Objective #2:** By June 30, 2023, TCAG will conduct marketing activities to promote the sales of Kids' Plates license plates (KPLP).

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>KPLP Dissemination: Dept. of Motor Vehicles, Car Dealerships, Local Partners</b> (Activity 2A)</p> <ul style="list-style-type: none"> <li>• <b>Total Partners: 30+</b> <ul style="list-style-type: none"> <li>- (3) DMV location: Visalia, Tulare, Porterville</li> <li>- (1-19) Participating dealerships</li> <li>- (10-15) Local Community Partners</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Procure KPLP marketing materials from CDPH</li> <li>- Coordinate with DMV/dealership locations re: display of promotional materials</li> <li>- Establish verification schedule re: marketing material inventory, provide additional materials as needed</li> <li>- Establish marketing campaign as standing grant planning agenda item, review and evaluate strategy</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Dissemination of KPLP campaign materials to local consumers, advocacy groups, stakeholders</li> <li>- Increased local interest/funding in KPLP program</li> <li>- Establishment of new community partnerships vested in childhood unintentional injury and death prevention</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> </ul>	<p><b>15 Partner Locations:</b> October 2021 to June 2022</p> <p><b>30 Partner Locations:</b> July 2022 to June 2023</p>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Contact notes, list of points of contact per location</li> <li>- Spreadsheet tracking of materials delivered and site inventories</li> <li>- Digital marketing outreach tracking spreadsheets</li> <li>- Grant planning meeting agenda/minutes</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables</b> <ul style="list-style-type: none"> <li>- 15 total contacts* by June 2022</li> <li>- 30 total contacts* by June 2023</li> </ul> </li> </ul>

## Work Plan

**October 1, 2021—June 30, 2023**

**Objective #2 (continued):** By June 30, 2023, TCAG will conduct marketing activities to promote the sales of Kids' Plates license plates (KPLP).

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>KPLP Dissemination: CDPH Sponsored Childhood Unintentional Injury Prevention Intervention Events</b> (Activity 2B)</p> <ul style="list-style-type: none"> <li>• <b>Total Events: 6 +</b> <ul style="list-style-type: none"> <li>- (2) Bike and Pedestrian Safety Classes for Parents and Caregivers</li> <li>- (4) Child Safety Seat Installation Classes</li> <li>- TCAG community outreach events (per availability)</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Procure KPLP marketing materials from CDPH</li> <li>- Evaluate and assess appropriate marketing materials and mediums in consideration of each event, audience, venue, and needs</li> <li>- Establish marketing campaign as standing grant planning agenda item, review and evaluate strategy</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Increased local interest/funding in KPLP program</li> <li>- Encouragement of community partners to invest in the promotion of KPLP program</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> <li>• TCAG Accountant</li> <li>• TCAG Finance Director</li> </ul>	<p><b>Various Events:</b> October 2021 to June 2023</p>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Outreach event spreadsheet</li> <li>- Flyers, print media, images, and samples of event signage/promotion</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables:</b> <ul style="list-style-type: none"> <li>- Timely execution of KPLP sponsored events</li> </ul> </li> </ul>

## Work Plan

**October 1, 2021—June 30, 2023**

**Objective #2 (continued):** By June 30, 2023, TCAG will conduct marketing activities to promote the sales of Kids' Plates license plates (KPLP).

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>KPLP Dissemination: Univision Spanish Language Outreach Campaign</b> (Activity 2C)</p> <ul style="list-style-type: none"> <li>• <b>Total Campaigns: 2 +</b> Campaigns executed via:               <ul style="list-style-type: none"> <li>- Television promotion</li> <li>- Radio advertisements</li> <li>- Social media</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Procure KPLP marketing materials from CDPH</li> <li>- Supply Univision with KPLP marketing materials</li> <li>- Establish marketing campaign as standing grant planning agenda item</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Increased local interest/funding in KPLP program</li> <li>- Expansion of KPLP program support to Spanish-speaking communities</li> <li>- Univision efforts focused on two (2) three-month intervals to promote KPLP alongside bike safety information on Spanish TV, radio, and social media network.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Univision</li> </ul>	<p><b>Campaign #1:</b> March 2022 to May 2022</p> <p><b>Campaign #2:</b> March 2023 to May 2023</p>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Campaign planning meeting agendas/minutes. materials</li> <li>- Links, screen grabs, video files, and other documentation of Univision's creative content</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables:</b> <ul style="list-style-type: none"> <li>- Year 1: One Univision KPLP Promotional Campaign Completion</li> <li>- Year 2: One Univision KPLP Promotional Campaign Completion</li> </ul> </li> </ul>

## Work Plan

October 1, 2021—June 30, 2023

### Elective Objectives

**Objective #6:** By June 30, 2023, TCAG will conduct 15 activities to promote public education and awareness campaigns related to childhood unintentional injury prevention<sup>5</sup>.

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>National Safety Promotional Campaigns</b> (Activity 6A)</p> <ul style="list-style-type: none"> <li>• <b>Total Campaigns: 11 +</b> <ul style="list-style-type: none"> <li>- (2) Bike Month</li> <li>- (2) Bike to School Day</li> <li>- (2) Walk to School Day</li> <li>- (6) Safe Route to School</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Develop promotional literature and media for print, websites, and social media platforms</li> <li>- Develop promotional strategy for campaigns for respective awareness months</li> <li>- Establish promotional campaign as standing grant planning agenda item</li> <li>_ Develop promotional strategy for local Safe Route to School projects</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Increased awareness of active transportation and pedestrian campaigns, associated risks of injury</li> <li>- Encouragement of community involvement in national safety campaigns and activities</li> <li>- Increased awareness and utilization of local Safe Route to School projects</li> <li>- Prevention of unintentional childhood injuries</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> <li>• TCAG Active Transportation Planning Staff</li> <li>• TCAG Accountant</li> <li>• TCAG Finance Director</li> </ul>	<p><b>Bike Safety:</b></p> <ul style="list-style-type: none"> <li>- March to May 2022</li> <li>- March to May 2023</li> </ul> <p><b>Bike to School Day:</b></p> <ul style="list-style-type: none"> <li>- April to May 2022</li> <li>- April to May 2023</li> </ul> <p><b>Walk to School Day:</b></p> <ul style="list-style-type: none"> <li>- October 2021</li> <li>- September to October 2022</li> </ul> <p><b>Safe Route to School:</b></p> <ul style="list-style-type: none"> <li>- July 2022 to June 2023</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Campaign planning meeting agendas/minutes. materials</li> <li>- Samples of campaign media and copy</li> <li>- analytics of social media campaigns</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables</b> <ul style="list-style-type: none"> <li>- Year 1: Completion of one each of the following campaigns: Bike Safety, Bike to School</li> <li>- Year 2: Completion of one each of the following campaigns: Walk to School, SRTS, Bike Safety, Bike to School</li> </ul> </li> </ul>

5. Compared to California children in general, Tulare County children are 10% more likely to experience injuries requiring emergency department care.

## Work Plan

**October 1, 2021—June 30, 2023**

**Objective #6 (continued):** By June 30, 2023, TCAG will conduct 15 activities to promote public education and awareness campaigns related to childhood unintentional injury prevention.

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>Expand Bike Safety Month Campaign to Spanish-Speaking Audience<sup>6</sup></b> (Activity 6B)</p> <ul style="list-style-type: none"> <li>• <b>Total Campaigns: 2</b> <ul style="list-style-type: none"> <li>- Bike Safety Month 2022</li> <li>- Bike Safety Month 2023</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Coordinate with Univision Television Network to develop bike safety promotional campaign</li> <li>- Conduct regular briefings to review campaign execution</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Increased awareness of active transportation safety campaigns and associated risks of injury in the Spanish-speaking community</li> <li>- Encouragement of underserved community involvement in national safety campaigns and activities</li> <li>- Stronger partnership with largest provider of Spanish language content</li> <li>- Merger of two trusted community resources to encourage positive behavior changes among underserved population</li> <li>- Prevention of unintentional childhood injuries</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Univision</li> </ul>	<p><b>Bike Safety Month 2022:</b> - March to May 2022</p> <p><b>Bike Safety Month 2023:</b> - March to May 2023</p>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Campaign planning meeting agendas/minutes. materials</li> <li>- Video clips, links, audio/visual files, and images from commercial segments, radio ads, social media posts, billboards</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables:</b> <ul style="list-style-type: none"> <li>- Year 1: One Bike Safety Month Spanish-speaking audience campaign complete</li> <li>- Year 2: One Bike Safety Month Spanish-speaking audience campaign complete</li> </ul> </li> </ul>

6. While only 47.1% of Tulare County residents report that they do not speak English "very well," only 2% of physicians listed with the Medical Society of Tulare and Kings Counties speak Spanish.

## Work Plan

**October 1, 2021—June 30, 2023**

**Objective #7:** By June 30, 2023, TCAG will conduct 11 activities to provide unintentional childhood injury prevention safety equipment and targeted education.

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>Dissemination of Helmets and Fitting Trainings at Local Community Events and Schools<sup>7</sup></b> (Activity 7A)</p> <ul style="list-style-type: none"> <li>• <b>Total Campaigns: 4</b> <ul style="list-style-type: none"> <li>- (2) Walk and Bike to School Event Booth</li> <li>- (2) Community or Health Fair, or similar Booth</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Coordinate with local schools, assess reasonable opportunities to promote Walk and Bike to School events (per public policy health restrictions)</li> <li>- Research and assess community calendars for seasonal and ad hoc events (per public policy health restrictions)</li> <li>- Assess durability of existing promotional booth structural elements and supplies; replenish/restore as needed</li> <li>- Procure multi-sport helmets and visibility enhancing safety gear for dissemination in low-income and at risk communities</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Increased availability of critical safety equipment in high-risk communities</li> <li>- Increased knowledge re: proper fitting and usage of safety equipment in high-risk communities</li> <li>- Promotion of local trail projects</li> <li>- Prevention of unintentional childhood injuries</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> <li>• TCAC Active Transportation Planning Staff</li> <li>• TCAG Accountant</li> <li>• TCAG Finance Director</li> </ul>	<p><b>Walk and Bike to School 2022:</b></p> <ul style="list-style-type: none"> <li>- April 2022 to October 2022</li> </ul> <p><b>Community Event 2022:</b></p> <ul style="list-style-type: none"> <li>- October 2021 to June 2022</li> </ul> <p><b>Walk and Bike to School 2023:</b></p> <ul style="list-style-type: none"> <li>- April 2023 to June 2023</li> </ul> <p><b>Community Event 2023:</b></p> <ul style="list-style-type: none"> <li>- July 2022 to June 2023</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Track outreach coordination communications</li> <li>- Maintain inventory of equipment/supplies</li> <li>- Event planning meeting agendas/minutes</li> <li>- Event documentation photos/notes</li> <li>- Attendance Records</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables:</b> <ul style="list-style-type: none"> <li>- Year 1: Completion each of the following: Community event, Walk/Bike to School</li> <li>- Year 2: Completion each of following: Community event, Walk/Bike to School</li> </ul> </li> </ul>

7. TCAG has programmed and managed over 22 regional bike and pedestrian projects outside of city limits since the inception of the passing of the transportation funding tax initiative Measure R in 2007.

## Work Plan

**October 1, 2021—June 30, 2023**

**Objective #7 (continued):** By June 30, 2023, TCAG will conduct 11 activities to provide unintentional childhood injury prevention safety equipment and targeted education.

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>Bike Rodeos</b> (Activity 7B)</p> <ul style="list-style-type: none"> <li>• <b>Total Campaigns: 5</b> <ul style="list-style-type: none"> <li>- (2) Year 1 Bike Rodeo</li> <li>- (3) Year 2 Bike Rodeo</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Coordinate with Law Enforcement re: helmet fitting, current statutes/best practices, safety skills</li> <li>- Procure helmets and reflective safety gear,</li> <li>- Coordinate with rural/underserved community centers/schools re: scheduling, venue<sup>8</sup></li> <li>- Assess and inventory existing event supplies, tools, and equipment; replenish as necessary</li> <li>- Develop curriculum re: helmet fitting, pedestrian safety, bike safety for community needs/context</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- High-risk children educated re: bike safety and importance of correctly using safety equipment</li> <li>- Critical safety equipment and training re: fitting and use provided to children in rural/underserved communities</li> <li>- Improved access to safety resources in law enforcement with exercise in transactional communication model, community immersion</li> <li>-Prevention of unintentional childhood injuries</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> <li>• TCAG Active Transportation Planning Staff</li> <li>• TCAG Accountant</li> <li>• TCAG Finance Director</li> </ul>	<p><b>Year 1 Bike Rodeos:</b></p> <ul style="list-style-type: none"> <li>- October 2021 to June 2022</li> </ul> <p><b>Year 2 Bike Rodeos:</b></p> <ul style="list-style-type: none"> <li>- July 2022 to June 2023</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Track outreach coordination communications</li> <li>- Event planning meeting agendas/ minutes</li> <li>- Record of event participation by age, school/district</li> <li>- Event documentation photos/notes</li> <li>- Samples of promotional materials</li> <li>- Equipment inventory/ dissemination tracking spreadsheet</li> <li>- Quarterly Report</li> </ul> </li> <li>• <b>Measurables</b> <ul style="list-style-type: none"> <li>- Year 1: Two bike rodeos completed-</li> <li>Year 2: Three bike rodeos completed</li> </ul> </li> </ul>

8. Over half of Tulare County residents live in a rural area. National studies suggest that children in rural areas are twice as likely to die from unintentional injuries than children in metropolitan areas.

## Work Plan

**October 1, 2021—June 30, 2023**

**Objective #7 (continued):** By June 30, 2023, TCAG will conduct 11 activities to provide unintentional childhood injury prevention safety equipment and targeted education.

Activities	Responsible Staff	Timeline	Tracking Measures
<p><b>Walk &amp; Roll Art Contest</b> (Activity 7C)</p> <ul style="list-style-type: none"> <li>• <b>Total Campaigns: 2</b> <ul style="list-style-type: none"> <li>- (1) Walk &amp; Roll Art Contest 2021</li> <li>- (1) Walk &amp; Roll Art Contest 2022</li> </ul> </li> <li>• <b>Actionable Steps</b> <ul style="list-style-type: none"> <li>- Coordinate with local schools to promote the art contest and encourage student participation</li> <li>- Encourage participation in low-income and underserved school districts particularly<sup>9</sup></li> <li>- Develop art contest promotional strategy, marketing materials, and promotional partnerships</li> </ul> </li> <li>• <b>Expected Outcomes</b> <ul style="list-style-type: none"> <li>- Students encouraged to think creatively about ways to engage in active transportation, how they safely get to school, and the safety measures they should take while engaging in active transportation</li> <li>- Students encouraged to think critically about environmental justice and community health as it relates to air quality and other transportation-related pollution issues</li> <li>- Engagement in unintentional childhood injury prevention awareness as it relates to active transportation extended beyond Bike Month and similar awareness events</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TCAG Administrative Staff</li> <li>• TCAG Accountant</li> <li>• TCAG Finance Director</li> </ul>	<p><b>Walk &amp; Roll Art Contest 2021:</b> - October 2021 to January 2022</p> <p><b>Walk &amp; Roll Art Contest 2023:</b> - October 2022 to January 2023</p>	<ul style="list-style-type: none"> <li>• <b>Deliverables:</b> <ul style="list-style-type: none"> <li>- Track outreach coordination communications</li> <li>- Event planning meeting agendas/minutes</li> <li>- Submission images, winning artwork images</li> <li>- Documentation of social media and other informational outlet promotions</li> <li>- Record of event participation by age, school/district</li> </ul> </li> <li>• <b>Measurables</b> <ul style="list-style-type: none"> <li>- Year 1: One Walk &amp; Roll Art Contest completed</li> <li>- Year 2: One Walk &amp; Roll Art Contest Completed</li> </ul> </li> </ul>

9. Tulare county has higher rates of childhood poverty compared to the State of California.

**Budget Detail**  
**10/01/2021 - 06/30/2023**

For Project Activities Code, Please See Attachment F "Work Plan"				Year 1 (9 months)			Year 2 (12 months) 07/01/22-			Total	
<b>Personnel</b>											
Position Title	Project Activities Reference	Project Hours	Annual Salary Range	FTE	Avg. Salary	Budget	FTE	Project Hours	Avg. Salary	Budget	
TCAG Administrative Staff	1A-B; 2A-B; 6A; 7A-C	563.84	\$31,304-\$104,208	55%	\$ 32.58	\$18,370	55%	420.35	\$ 32.58	\$13,695	\$32,065
TCAG Finance Director	1A-B; 2B; 6A; 7A-C	41.13	\$168,896	10%	\$ 81.20	\$3,340	10%	30.67	\$ 81.20	\$2,490	\$5,830
TCAG Accountant	1A-B; 2B; 6A; 7A-C	32.13	\$108,139	5%	\$ 51.99	\$1,670	5%	23.95	\$ 51.99	\$1,245	\$2,916
TCAG Active Transportation Planning Staff	1A-B; 6A; 7A; 7E	201.69	\$76,855-\$95,368	25%	\$ 41.40	\$8,350	25%	150.36	\$ 41.40	\$6,225	\$14,575
TCAG Senior Active Transportation Planning Staff	1A-B; 6A; 7A; 7E	27.89	\$104,286-\$136,198	5%	\$ 59.87	\$1,670	5%	20.79	\$ 59.87	\$1,245	\$2,914
<b>Total Salaries and Wages</b>						<b>\$33,400</b>				<b>\$24,900</b>	<b>\$58,300</b>
<b>Fringe Benefits</b>					<b>Percentage</b>	<b>\$0</b>		<b>Percentage</b>	<b>\$0</b>		
Fringe Benefits	None				TBD	\$0		TBD	\$0		\$0
<b>Total Personnel</b>						<b>\$0</b>				<b>\$0</b>	<b>\$0</b>
<b>Operating Expenses</b>											
Printing Expenses	1A-B; 2A-C; 6A; 7A-C					\$3,000				\$5,000	\$8,000
Bike Rodeo Operating Supplies	7B					\$2,500				\$0	\$2,500
Social Media Safety Advertisements	2B; 6A; 7C					\$3,000				\$5,000	\$8,000
Helmet Safety Demonstration Equipment	1A; 6A; 7A-B					\$800					\$800
Outreach Event Furnishings, Movable Supplies	1A-B; 6A; 7A-B					\$500					\$500
Visalia Rawhide Bike Month Booth & Concourse	1A; 2A-B; 6A; 7A					\$4,000				\$4,000	\$8,000
<b>Total Operating Expenses</b>						<b>\$13,800</b>				<b>\$14,000</b>	<b>\$27,800</b>
<b>Travel Expenses</b>											
Outreach Travel Mileage/Fuel Claims	1A; 6A; 7A-B					\$1,010				\$1,010	\$2,020
Outreach Equipment Transportation Truck/Van Rental	1A; 6A; 7A-B					\$500				\$500	\$1,000
<b>Total Travel Expenses</b>						<b>\$1,510</b>				<b>\$1,510</b>	<b>\$3,020</b>
<b>Minor Safety Equipment Expenses</b>											
Multi-Sport Helmets	1A; 6A; 7A-B					\$3,000				\$5,000	\$8,000
Child Safety Seats	1B					\$2,000				\$5,000	\$7,000
Kids Protective Gear Sets	1A; 6A; 7A-B					\$1,300				\$2,600	\$3,900
Bike Visibility Enhancement Equipment	1A; 6A; 7A-B					\$3,000				\$5,000	\$8,000
<b>Total Minor Safety Equipment Expenses</b>						<b>\$9,300</b>				<b>\$17,600</b>	<b>\$26,900</b>
<b>Staff Training and Technical Assistance</b>											
CPS Certification Training (2 staff members/grant year)	1B					\$190				\$190	\$380
<b>Total Staff Training and Technical Assistance Expenses</b>						<b>\$190</b>				<b>\$190</b>	<b>\$0</b>
<b>Subcontractors</b>											
Univision	2C; 6B					\$16,800				\$16,800	\$33,600
<b>Total subcontractors</b>						<b>\$16,800</b>				<b>\$16,800</b>	<b>\$33,600</b>
<b>Indirect Cost</b>					<b>Percentage</b>	<b>Budget</b>		<b>Percentage</b>	<b>Budget</b>		
Indirect Cost					TBD	\$0		TBD	\$0		\$0
<b>Total Indirect Cost</b>						<b>\$0</b>				<b>\$0</b>	<b>\$0</b>
<b>Total COST</b>						<b>\$75,000</b>				<b>\$75,000</b>	<b>\$150,000</b>

**Budget Narrative**  
**Budget Year 10/01/21—06/30/22**

<b>Personnel</b>		<b>\$33,400</b>
TCAG Administrative Staff: 550-580 hours Event planning , organization, set up, and facilitation; planning meeting organization, facilitation, documentation; supply and equipment procurement; outreach promotion; grant management	FTE: 55%	\$32.58/hr (avg) \$18,370 (budget)
TCAG Finance Director: 35-55 hours Quarterly Reporting; Invoicing; procurement approval	FTE: 10%	\$81.20/hr (avg) \$3,340 (budget)
TCAG Accountant: 25-45 hours Quarterly Reporting; Invoicing; purchasing	FTE: 5%	\$51.99/hr (avg) \$1,670 (budget)
TCAG Active Transportation Planning Staff: 190-210 hours Outreach event safety training; helmet fitting; curriculum development	FTE: 25%	\$41.40/hr (avg) \$8,350 (budget)
TCAG Senior Active Transportation Planning Staff: 20-40 hours Outreach event safety training; helmet fitting; curriculum development	FTE: 5%	\$59.87/hr (avg) \$1,670 (budget)
<b>Fringe Benefits @ 00.00%</b>		<b>\$0.00</b>
No fringe benefits will be paid for with benefit funds.		
<b>Operating</b>		<b>\$13,800.00</b>
Item 1: Printing Expenses Event flyers; Bike Rodeo signage/foam boards; signage for Walk & Roll Art Contest; printed meeting/event educational materials; printed meeting/event documentational materials (Tulare County print and mail will supply printed materials as needed)		\$3,000.00
Item 2: Bike Rodeo Operating Supplies Traffic cones ((100)-\$500 TheConeZone.com); Bike Rodeo traffic signage (\$165/sign x 10 = \$1,650 SmartSigns.com) Reflective tape (\$25/roll x 4 rolls = \$100) Chalking devices (\$35/each x 2 + shipping = \$225 ToolFetch.com-markal58601 Telescoping chalk holder)		\$2,500.00

<b><u>Operating (continued)</u></b>	<b>\$13,800.00</b>
Item 3: Social Media Safety Ads Safe Routes 2 School promotion (\$1,000); Kids' Plates Program promotion (\$1,000); Walk & Roll Art Contest Promotion (\$1,000)	\$3,000.00
Item 4: Ladder for Helmet Safety Demos (#G2279632 \$682.35 + delivery Zoro.com)	\$800.00
Item 5: Outreach Event Furnishings, Movable Supplies Folding tables (\$85/each x 4 = \$340); Folding chairs (\$35/each x 4 = \$140)	\$500.00
Item 6: Visalia Rawhide Bike Month Booth and Concourse Participation	\$4,000.00
<b><u>Travel</u></b>	<b>\$1,510.00</b>
Item 1: Outreach Travel Mileage/Fuel Claims For travel within Tulare County to outreach events (\$0.56/mile x 100 miles/month x 18 claims average per year)	\$1,010.00
Item 2: County Truck/Van Rental Fees for Outreach Equipment Transportation (\$30/day [100 miles] x estimated 12-15 days [plus additional mileage overages @ \$0.30/mile])	\$500
<b><u>Minor Safety Equipment</u></b>	<b>\$9,300.00</b>
Item 1: Multi-Sport Helmets Bike Rodeos; Bike Safety Classes; school events; community events (\$11.95/each x 250)	\$3,000.00

<b><u>Minor Safety Equipment (continued)</u></b>	<b>\$9,300.00</b>
Item 2: Child Safety Seats Child Safety seat education and installation events. (\$40/each x 50 Insestore.com- Evenflo Maestro/Tribute Saturn)	\$2,000.00
Item 3: Kids Protective Equipment Sets Multi-sport equipment sets including knee pads, elbow pads, wrist guards for skating, skateboarding, cycling, scooter. (\$12.99/set x 100 Wemfg Kids protective gear Amazon)	\$1,300.00
Item 4: Kids Bike Visibility Enhancement Equipment Bike Rodeos, Bike to School Day, Bike Month in May promotion, and various community events in rural areas where lighting, fog and adequate infrastructure pose significant safety risks. LED bike safety lights. (\$3.43/each + shipping fees x 700 Aguirre Printing & Embroidery)	\$3,000.00
<b><u>Staff Training and Technical Assistance</u></b>	<b>\$190.00</b>
National child passenger safety (CPS) Certification Courses (2 staff members)	\$190.00
<b><u>Subcontracts/Consultants</u></b>	<b>\$16,800.00</b>
Sub 1: Univision TV, Radio, Social media campaigns for bike safety, unintentional injury prevention, bike month promotion in Spanish.	\$16,800.00
<b><u>Indirect Costs @ 00.00%</u></b>	<b>\$0.00</b>
Not Applicable	
Total Budget	\$75,000.00

**Budget Narrative**  
**Budget Year 07/01/22—06/30/23**

<b>Personnel</b>	<b>\$24,900</b>
TCAG Administrative Staff: 410-430 hours Event planning , organization, set up, and facilitation; planning meeting organization, facilitation, documentation; supply and equipment procurement; outreach promotion; research; grant management	FTE: 55% \$32.58/hr (avg) \$13,695 (budget)
TCAG Finance Director: 20-40 hours Quarterly Reporting; Invoicing; procurement approval	FTE: 10% \$81.20/hr (avg) \$2,490 (budget)
TCAG Accountant: 15-30 hours Quarterly Reporting; Invoicing; purchasing	FTE: 5% \$51.99/hr (avg) \$1,245 (budget)
TCAG Active Transportation Planning Staff: 140-60 hours Outreach event safety training; helmet fitting; curriculum development	FTE: 25% \$41.40/hr (avg) \$6,225 (budget)
TCAG Senior Active Transportation Planning Staff: 15-35 hours Outreach event safety training; helmet fitting; curriculum development	FTE: 5% \$59.87/hr (avg) \$1,245 (budget)
<b>Fringe Benefits @ 00.00%</b>	<b>\$0.00</b>
No fringe benefits will be paid for with benefit funds.	
<b>Operating</b>	<b>\$14,000.00</b>
Item 1: Printing Expenses Event flyers; Bike Rodeo signage/foam boards; signage for Walk & Roll Art Contest; printed meeting/event educational materials; printed meeting/event documentational materials (Tulare County print and mail will supply printed materials as needed)	\$5,000.00
Item 2: Social Media Safety Ads Safe Routes 2 School promotion (\$1,500); Kids' Plates Program promotion (\$2,000); Walk & Roll Art Contest Promotion (\$1,500)	\$5,000.00
Item 3: Visalia Rawhide Bike Month Booth and Concourse Participation	\$4,000.00

<b><u>Travel</u></b>	<b>\$1,510.00</b>
Item 1: Outreach Travel Mileage/Fuel Claims For travel within Tulare County to outreach events (\$0.56/mile x 100 miles/ month x 18 claims average per year)	\$1,010.00
Item 2: County Truck/Van Rental Fees for Outreach Equipment Transportation (\$30/day [100 miles] x estimated 12-15 days [plus additional mileage overages @ \$0.30/mile])	\$500
<b><u>Minor Safety Equipment</u></b>	<b>\$17,600.00</b>
Item 1: Multi-Sport Helmets Bike Rodeos; Bike Safety Classes; school events; community events (\$11.95/ each x 400)	\$5,000.00
Item 2: Child Safety Seats Child Safety seat education and installation events. (\$40/each x 120 Instore.com- Evenflo Maestro/Tribute Saturn)	\$5,000.00
Item 3: Kids Protective Equipment Sets Multi-sport equipment sets including knee pads, elbow pads, wrist guards for skating, skateboarding, cycling, scooter. (\$12.99/set x 200 Wemfg Kids protective gear Amazon)	\$2,600.00
Item 4: Kids Bike Visibility Enhancement Equipment Bike Rodeos, Bike to School Day, Bike Month in May promotion, and various community events in rural areas where lighting, fog and adequate infrastructure pose significant safety risks. LED bike safety lights. (\$3.43/each + shipping fees x 700 Aguirre Printing & Embroidery)	\$3,000.00

<b><u>Staff Training and Technical Assistance</u></b>	<b>\$190.00</b>
National child passenger safety (CPS) Certification Courses (2 staff members)	\$190.00
<b><u>Subcontracts/Consultants</u></b>	<b>\$16,800.00</b>
Sub 1: Univision TV, Radio, Social media campaigns for bike safety, unintentional injury prevention, bike month promotion in Spanish.	\$16,800.00
<b><u>Indirect Costs @ 00.00%</u></b>	<b>\$0.00</b>
Not Applicable	
Total Budget	\$75,000.00

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**AGENDA ITEM VII-E**

**February 28, 2022**

**Prepared by Brideget Moore, TCAG Staff**

**SUBJECT:**

**Action: Adoption of Resolution:** Reaffirm Appointment of Alternate Member at Large Position No. 2

**BACKGROUND:**

The TCAG Board is made up of eight city representatives, Tulare County Board of Supervisors, one public transit provider and three At-Large members. At-Large Board members are not appointed based on geographic location in the County. At-Large Board Members' term expire after a three-year term or upon resignation, whichever comes first. The end of the three-year term for each of the At-Large Member falls on a different year for each member and on December 31<sup>st</sup>, and thus an At-Large Member must be reappointed annually.

Individuals are eligible to be Alternate-at-large members if they are residents of the County and over 18 years of age. Alternate-at-large Board Members are not appointed based on geographic location in the County. Alternate-at-large Board Members' terms expire after three-years or upon resignation, whichever comes first. If the position becomes vacant before the three-year term expires, the newly appointed Member will serve for the remainder of the term.

Alternate Member-At-Large Position No. 2 became vacant upon Pamela K. Whitmire's appointment to Member at Large Position No. 3 at the TCAG Board meeting held April 17, 2021. TCAG received an application on January 11, 2022 from Mr. Davis Ward for the position.

**DISCUSSION:**

Mr. Ward was approved to serve as Alternate Member At Large # 2 until the term expires December 31, 2022 at the last Board meeting held January 24, 2022. A resolution confirming this decision is attached with this report along with supporting documents submitted by Mr. Ward.

**RECOMMENDATION:**

Approve, the selection and resolution for the appointment of Alternate Member At Large #2, Mr. Davis Ward, to the TCAG Board.

**ATTACHMENT:**

1. Resolution to approve the Alternate Member at Large Davis Ward
2. Application for appointment to TCAG Board
3. Resume for Davis Ward

Work Element: 601.02 TCAG Administration

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

In the matter of:

REAFFIRM APPOINTMENT OF ALTERNATE )  
MEMBER-AT-LARGE POSITION NO. 2 ) Resolution No. 2022-xxx

WHEREAS, the Tulare County Association of Governments is made up of eight city representatives, Tulare County Board of Supervisors, one public transit provider and three At-Large members; and

WHEREAS, At-Large Board Members' terms expire after a three-years. The end of the three year term for each At-Large Member falls on a different year, and on December 31<sup>st</sup>, therefore At-Large Members are reappointed annually; and

WHEREAS, TCAG Alternate Member-At-Large was vacated on April 17, 2021 by Pamela K. Whitmire who was appointed to Member at Large position No. 3; and

WHEREAS, . TCAG received an application on January 11, 2022 from Mr. Davis Ward for the position; and

WHEREAS, Mr. Ward was approved to serve as Alternate Member At Large # 2 until the term expires December 31, 2022 at the Board meeting held January 24, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of Governments approves the appointment of Davis Ward to the Alternate Member-At-Large # 2 position for the three-year term set to expire December 31, 2022.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 28<sup>th</sup> day of February, 2022, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

\_\_\_\_\_  
Pete Vander Poel III, TCAG Chair

\_\_\_\_\_  
Ted Smalley,  
Executive Director, TCAG



APPLICATION FOR APPOINTMENT

Membership on the Tulare County Association of Governments (TCAG) At-Large Member/Alternate requires appointment by TCAG; therefore it is necessary to present the Board with relevant information concerning each nominee.

If you are interested in serving on TCAG, please complete this questionnaire, including any comments or additional information in the section provided at the end and return with your resume to: 210 N. Church Street, Suite B, Visalia, CA 93291.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: Home \_\_\_\_\_ Business \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ Years of Residence in area \_\_\_\_\_

PREVIOUS EXPERIENCE ON A RELEVANT COUNTY/CITY/TOWN COMMISSION OR COMMITTEE

RELEVANT WORK/VOLUNTEER EXPERIENCE

Family Tree Farms	_____	Business Analyst	03/19 - Present
Organization	Address	Position	Date
Habitat for Humanity	_____	Volunteer	09/19 - Present
Organization	Address	Position	Date
Organization	Address	Position	Date

STATEMENT OF QUALIFICATION:

as I grew older and studied at Fresno State, I feel that I am uniquely positioned to support and make informed decisions to bring positive change to the towns we live in. By listening to the people in the community, I will do my part to help our area grow responsibly into the future.

Please briefly state why you are interested in serving as an At-Large Member/Alternate on the Tulare County Association of Governments Board.

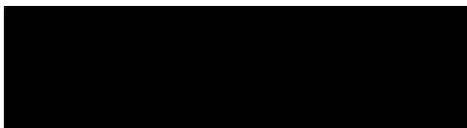
We are all a part of the process, but if we do not engage actively, then we are in no position to criticize when our communities aren't as strong as they could be.

Please include a resume with this application.

# Davis Ward

## Business Analyst

### Contact



### Education

California State University, Fresno – B.A. Economics

### Relevant Coursework

- Money and Banking – ECON 135
- International Economics – ECON 178
- Applied Regional Economics – ECON 119

### Technical Experience

R Studio  
Power BI  
Quickbase  
Techmark IRD  
Microsoft Office Suite

### Leadership

Voting Member, ASI Finance  
Committee, CSU Fresno

Treasurer, Cru, CSU Fresno

### Experience

*March 2021 - Current*

**Business Analyst • Family Tree Farms**

Lead process improvement efforts companywide, working with department heads to find solutions to longstanding problems through technology, capital investment, and SOP changes.

Collected and analyzed data and presented potential production improvements to increase throughput and decrease costs. Developed new data gathering systems and increased transparency between departments to streamline processes.

*March 2019 – March 2021*

**Sorting Supervisor • Family Tree Farms**

Lead a state-of-the-art stone fruit sorting program from inception to normalization, developing processes for operation and maintenance of systems. Simplified the sorting program and created standard procedures for solving both simple and complex system issues. Guided junior operators to advance their skillset and improve production margins.

*May 2014 – August 2018*

**Palletizer/Machine Operator • Summersweet Farms**

Managed pallets and checked boxes coming off the production line for marking errors. Prepped and wrapped pallets for shipment.

Operated box forming machinery and managed on-hand volumes of material. Performed preventative maintenance on machinery. Unloaded box forming material from in-bound trucks and maintained a FIFO rotation.

Tulare County Association of Governments

**AGENDA ITEM VII-F**

February 28, 2022

Prepared by Kasia Poleszczuk, TCAG Staff

**SUBJECT:**

**Action:** Adoption of Resolution: Approve Members for Sustainable Corridors Committees (SCCs)

**BACKGROUND:**

The TCAG Board authorized the establishment of four Sustainable Corridor Committees (SCC's) at its December, 2018 meeting. The purpose of each Sustainable Corridor Committee is to serve as a body of agency and public stakeholders created to support and connect planning and funding opportunities for the highway corridor and to advise the TCAG Governing Board in all matters pertaining to the enhanced sustainability and beautification of the corridor.

**DISCUSSION:**

The current SCCs membership consists of the following:

**SR 65 Committee**

<b>, Elected Official</b>	<b>Vacant</b>
Dennis Townsend, Elected Official	Member
Martha Flores, Elected Official	Member
Michael Navarro, Caltrans	Member
Aaron Bock/Michael Winton, County of Tulare	Member
Eddie Wendt/Daymon Qualls, City of Exeter	Member
Jeff Cowart, Neyba Amezcua, City of Lindsay	Member
<b>, City of Porterville</b>	<b>Vacant</b>
Karl Schoettler, Planner	Member
Brad Cole, Caltrans	Staff

**SR 99 Committee**

Eddie Valero, Elected Official	Member
Pete Vander Poel, Elected Official	Member
Michael Navarro, Caltrans	Member
Michael Washam/Aaron Bock, County of Tulare	Member
Jan Bowen, City of Tulare	Member
Karl Schoettler, Planner	Member
Brad Cole, Caltrans	Staff

**SR 190 Committee**

Dennis Townsend, Elected Official	Member
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Martha Flores, Elected Official	Member
Michael Navarro, Caltrans	Member
Aaron Bock, County of Tulare	Member
, City of Porterville	Member
Karl Schoettler, Planner	Member
Derek Winning, TCAG	Staff
Brad Cole, Caltrans	Staff

**SR 198 Committee**

Amy Shuklian, Elected Official	Member
, <b>Elected Official</b>	<b>Vacant</b>
Neyba Amezcua, City of Exeter	Member
Michael Navarro, Caltrans	Member
Aaron Bock, County of Tulare	Member
Nick Macia, City of Visalia	Member
Karl Schoettler, Planner	Member
Brad Cole, Caltrans	Staff

Jason Ridenour, Neyba Amezcua and Larry Micari are designated by their jurisdictions to fill regular seats on the SCC's.

**RECOMMENDATION:**

Staff recommends the TCAG Board approve Jason Ridenour, for the City of Porterville, Neyba Amezcua for the City of Lindsay, and Larry Micari – elected official, for SCCs membership as set forth in the attached draft resolution. (Attachment 1)

**FISCAL IMPACT:**

There is expected to be some ongoing additional staff time and materials costs for committee coordination. This should not substantially impact TCAG's existing budget.

**ATTACHMENT:**

1. Resolution approving new SCCs membership

BEFORE THE  
TULARE COUNTY TRANSPORTATION AUTHORITY  
COUNTY OF TULARE, STATE OF CALIFORNIA

In the matter of:

APPROVE MEMBERS FOR SUSTAINABLE )  
CORRIDORS COMMITTEES (SCCs) )

Resolution No. 2022-xxx

WHEREAS, the TCAG Board authorized the establishment of four Sustainable Corridor Committees at its December 2018 meeting.; and

WHEREAS, the TCAG Board adopted Bylaw's that provide the guidance for the formation of four Sustainable Corridor Committees, and

WHEREAS, the membership Bylaw's outline that the Transportation Policy Board has responsibility of final approval of all appointments.

WHEREAS, the City of Porterville has appointed Jason Ridnour; and

WHEREAS, the City of Lindsay has appointed; Neyba Amezcua, and

WHEREAS, the TCAG Policy Board have appointed Larry Micari,

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Transportation Policy Board affirms that the following nominations are approved to serve on the Tulare County Sustainable Corridor Committees: Jason Ridnour, Neyba Amezcua, and Larry Micari

The foregoing Resolution was adopted upon motion of....., seconded by Member ....., at a regular meeting held on the 28th day of February, 2022 by the following vote:

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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Pete Vander Poel III  
Chair, TCAG

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Ted Smalley  
Executive Director, TCAG

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## **AGENDA ITEM VII-G**

February 28, 2022

Prepared by Kasia Poleszczuk, TCAG Staff

### **SUBJECT:**

**Action:** Adoption of Resolution: Reaffirm Agreement with Kimley-Horn and Associates, Inc. to Update the Intelligent Transportation Systems (ITS) Regional Architecture and to Provide Three Year On-Call Architecture Maintenance and ITS Consulting Services

### **BACKGROUND:**

TCAG, as the designated Metropolitan Planning Organization (MPO) for the Tulare County region, is the lead agency responsible for maintaining the ITS Architecture.

This database includes an inventory of the ITS systems owned, operated, and maintained by the agencies in Tulare County for existing and planned projects. An up-to-date regional ITS architecture is important, as it allows jurisdictions to request federal funding, (projects must be consistent with the regional ITS architecture to receive federal funds).

The ITS Urban Area Strategic Deployment Plan and Architecture was last updated in 2017. Since then, ITS needs and infrastructure have evolved. As new projects were planned and implemented, the ITS architecture needs to be updated to reflect the changes. The process of ITS architecture maintenance is important to keep the architecture useful and current, as the architecture should dynamically document current and future ITS infrastructure and plans throughout Tulare County, and the systems relationships with other systems and agencies.

### **DISCUSSION:**

On August 10, 2021, TCAG Board approved the firm Kimley-Horn and Associates to update TCAG's Intelligent Transportation Systems (ITS) Regional Architecture and to provide three (3) year on-call architecture maintenance and ITS Consulting Services and authorized TCAG staff to negotiate and execute a contract with Kimley-Horn for said services for costs not to exceed the amount of \$20,000 for FYs 2021/2022, 2022/23 and 2023/24 under TCAG's sole source procurement policies and procedures. Staff, counsel, and risk management have reviewed and/or signed the agreement; staff is requesting reaffirmation of the final signed agreement.

### **RECOMMENDATIONS:**

Reaffirm agreement with Kimley-Horn to update the ITS Architecture and to provide on-call ITS consulting and architecture maintenance service under a three-year agreement.

### **FISCAL IMPACT:**

Approximate fiscal impact:

The cost under this contract will not exceed \$20,000 for FYs 2022/23, 2023/24 and 2024/25.

This amount has been budgeted in the FY 2021/22 OWP under Work Element 603.02 Intelligent Transportation Systems.

**ATTACHMENTS:**

1. Resolution: Reaffirm Agreement with Kimley-Horn and Associates, Inc. to Update the Intelligent Transportation Systems (ITS) Regional Architecture and to Provide Three Year On-Call Architecture Maintenance and ITS Consulting Services
2. Agreement with Kimley-Horn and Associates, Inc.

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

In the matter of:

REAFFIRM KIMLEY-HORN AND )  
ASSOCIATES, INC. TO UPDATE THE )  
INTELLIGENT TRANSPORTATION )  
SYSTEMS (ITS) REGIONAL )  
ARCHITECTURE AND TO PROVIDE THREE )  
YEAR ON-CALL ARCHITECTURE )  
MAINTENANCE AND ITS )  
CONSULTING SERVICES )

Resolution No. 2022-xxx

WHEREAS, TCAG, as the designated Metropolitan Planning Organization (MPO) for the Tulare County region, is the lead agency responsible for maintaining the ITS Architecture in coordination with the cities of Porterville, Tulare, and Visalia, and Caltrans, District 6; and

WHEREAS, On August 10, 2021, TCAG Board approved the firm Kimley-Horn and Associates to update TCAG's Intelligent Transportation Systems (ITS) Regional Architecture and to provide three (3) year on-call architecture maintenance and ITS consulting services; and

WHEREAS, the TCAG Board authorized TCAG staff to negotiate and execute a contract with Kimley-Horn for said services for costs not to exceed the amount of \$20,000 for FYs 2021/2022, 2022/23 and 2023/24 under TCAG's sole source procurement policies and procedures; and

WHEREAS, Staff, counsel, and risk management have reviewed and/or signed the agreement.

NOW, THEREFORE, BE IT RESOLVED, that Kimley-Horn is approved to update Tulare County regional ITS Architecture and to provide three-year ITS consulting and architecture maintenance service.

The foregoing Resolution was adopted upon a motion of Member , seconded by , at a regular meeting held on the 28<sup>th</sup> day of February, 2022, by the following vote:

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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Pete Vander Poel III  
Chair, TCAG

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Ted Smalley  
Executive Director, TCAG

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS  
SERVICES AGREEMENT**

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**On-Call Intelligent Transportation Systems (ITS) Architecture Maintenance Services**

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Agreement# 2022-015

**THIS AGREEMENT** ("Agreement") is entered into as of FEB 28, 2022, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California ("TCAG"), and **KIMLEY-HORN AND ASSOCIATES, INC.** a North Carolina Corporation ("CONTRACTOR"). TCAG and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. WHEREAS, Consistency with The Final Rule/Policy (FHWA 23 CFR 940) – The Final Rule states that projects funded by the Highway Trust Fund or Mass Transit Account must conform to a regional ITS architecture. If the architecture is out of date and a project is not able to show conformance, its funding could be in jeopardy; and

B. WHEREAS, TCAG maintains an ITS Urban Area Strategic Deployment Plan and a Regional ITS Architecture. These were last comprehensively updated in 2018. While the majority of the ITS deployments in Tulare County within the last three years are in compliance with the Architecture, it is a good idea to update the Architecture for consistency with the current version of the National ITS Architecture for future regional ITS deployments that are not currently in the Plan. In the current Architecture, there are elements, such as consolidation of transit services, that may be applicable to Tulare County but didn't exist when the 2018 Plan was developed.

C. WHEREAS, bringing the Regional Architecture up to date requires the service of a firm that has extensive knowledge of the RAD-IT software, that is used for architecture building and maintaining. Kimley-Horn is the only firm that can cost effectively provide these deliverables. As one of the nation's leading firms in ITS projects and the consultant on the Tulare County region's original ITS Architecture, they are uniquely qualified complete the update efficiently and expeditiously.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **TERM:** This Agreement becomes effective as of FEB 28, 2022 and expires at 11:59 PM on JUN 30, 2024 unless earlier terminated as provided below, or unless granted a one-year time extension, to a maximum of three additional years, based on written consent of both Parties, without the need for additional TCAG Board approval.
2. **SERVICES:** CONTRACTOR shall provide TCAG with the services shown on the attached **Exhibit A**.
3. **PAYMENT FOR SERVICES & BUDGET:** TCAG shall pay CONTRACTOR for services rendered under this Agreement in accordance with the attached **Exhibit B**

TCAG may request at any time, amendments to this contract and will notify the CONTRACTOR in writing regarding changes. Upon a minimum of ten (10) days' notice, the CONTRACTOR shall determine the impact on both time and compensation of such changes and notify TCAG in writing. Upon agreement between TCAG and CONTRACTOR as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendment shall be valid effective the date of the amending document.

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS  
 SERVICES AGREEMENT  
 On-Call ITS Architecture Maintenance Services**

4. **INSURANCE:** Before approval of this Agreement by TCAG, CONTRACTOR must file with the Clerk of the Board of Governors of TCAG evidence of the required insurance as set forth in the attached **Exhibit C**.
  
5. **SCHEDULE & DELIVERABLES:** CONTRACTOR shall provide TCAG with services and deliverables under this Agreement in accordance with the schedule attached as **Exhibit D**.
  
6. **PROJECT STAFF:** Alyssa Phaneuf, P.E., shall be the CONTRACTOR'S Project Manager performing the service under this Agreement. Melissa Hewitt, P.E., shall be the CONTRACTOR'S Principal in Charge. The Project Manager shall not be replaced without prior written approval from the Executive Director of TCAG. Additional CONTRACTOR project staff are included in **Exhibit E**. TCAG'S Project Manager for services under this Agreement shall be its Senior Regional Planner Katarzyna Poleszczuk, or such other TCAG staff as may be assigned by the TCAG Executive Director. TCAG shall provide written notice to CONTRACTOR of any change in TCAG's Project Manager hereunder.
  
7. **GENERAL AGREEMENT TERMS AND CONDITIONS:** TCAG'S "General Agreement Terms and Conditions" are attached as **Exhibit E** and hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.
  
8. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	<b>Exhibit F</b>	<b>Additional terms and conditions for all federally-funded contracts.</b> This Exhibit is attached hereto.
<input checked="" type="checkbox"/>	<b>Exhibit G</b>	<b>Disadvantaged Business Enterprise (DBE) Participation (attached)</b>

7. **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 pre-paid 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:**  
 Attn: Alyssa Phaneuf, P.E.  
 660 S. Figueroa Street, Suite 2050  
 Los Angeles, CA 90017  
 Phone No.: (213) 261-4040  
 Fax No.: N/A

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS  
SERVICES AGREEMENT  
On-Call ITS Architecture Maintenance Services**

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(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.

**9. 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 this Agreement: CONTRACTOR will supervise all Subcontractors, and ensure that Subcontractors comply with all applicable laws and regulations. CONTRACTOR will include all applicable provisions of this Agreement in its contracts with Subcontractors, and ensure compliance with those provisions. No other subcontractors shall be utilized without prior written approval from the Executive Director of TCAG.

**10. 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.

**11. 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]

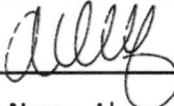
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS  
SERVICES AGREEMENT  
On-Call ITS Architecture Maintenance Services**

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

**KIMLEY-HORN AND ASSOCIATES, INC.**

Date: January 17, 2022

By 

Print Name Alyssa Phaneuf, P.E. (CA 63123)

Title Vice President



[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: 2-1-2022

By 

Pete Vander Poel

Chairman, Governing Board

ATTEST: Ted Smalley  
Executive Director

By 

Approved as to Form  
County Counsel

By NA  
Deputy,  
Matter # 20211162

**TCAG ITS Architecture Maintenance scope of work**

The Consultant shall perform the following scope of work on a time and materials basis:

- Update the ITS Architecture to the current version of RAD-IT
- Fix broken links, update service packages and information flows, and update stakeholders in RAD-IT
- Add new projects and update project descriptions based on stakeholder input
- Engage ITS Maintenance Committee as needed to make decisions regarding ITS Architecture updates
- Provide training on ITS architectures
- Monitor ITS email for submissions for new projects, project updates, and questions regarding ITS Architectures
- Elicit stakeholders on new projects or programs to add to the ITS Architecture
- Attend meetings as needed with stakeholders and TCAG
- Invoicing and project management duties
- Other duties related to updates of the ITS Architecture

The Consultant will not perform work without written approval of the TCAG Project Manager.

Exhibit B  
**Kimley-Horn, Inc. On-Call ITS Architecture Maintenance Services**

This will be a 'Time-and-Materials' contract, with a not-to-exceed amount of \$15,000 unless amended. Three one-year extensions are provided for in the Agreement. If actuated, each will have a not-to-exceed amount of \$5,000 each unless amended.

Project Staff should include the following:

<b>Name</b>	<b>Billing Rate</b>
Alyssa Phaneuf, P.E.	\$ 297.49
Deanna Haase, P.E.	\$ 234.08
Tiffany Huang, P.E.	\$ 183.05
Maya Bouchet	\$ 135.53

Specific work orders under this Agreement shall include a cost breakdown of the expenses incurred for the project by task, including the employee (with hours) to be assigned to each task, and the total cost of the project. Pre-award expenses shall not be allowed. Cash advances will not be available.

**EXHIBIT C**  
**PROFESSIONAL SERVICES CONTRACTS**  
**INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The TULARE COUNTY ASSOCIATION OF GOVERNMENTS ("TCAG"), its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
  - c. *CONTRACTOR hereby grants to TCAG a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not TCAG has received a waiver of subrogation endorsement from the insurer.*

d. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to TCAG.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the TCAG for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the TCAG and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the TCAG'S Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the TCAG'S Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the TCAG, the CONTRACTOR shall file with t TCAG, certificates of insurance with original endorsements effecting coverage in a form acceptable to the TCAG. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. TCAG reserves the right to require certified copies of all required insurance policies at any time.



**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

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- 1. COMPLIANCE WITH LAW:** CONTRACTOR must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- 2. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK:** CONTRACTOR is not entitled to any payments under this Agreement until TCAG confirms that services provided, including any furnished deliverables, satisfy all of the requirements of this Agreement. Payments to CONTRACTOR by TCAG shall not excuse CONTRACTOR from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and services that do not conform to the requirements of this Agreement may be rejected by TCAG and in such case must be replaced by CONTRACTOR without delay and at no cost to the TCAG.
- 3. DISALLOWANCE:** If CONTRACTOR requests or receives payment from TCAG for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to TCAG upon TCAG'S request. At its option, TCAG may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement between CONTRACTOR and TCAG. CONTRACTOR'S obligations under this section 2 will survive the expiration or termination of this Agreement.
- 4. LIABILITY OF TCAG:** TCAG'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall TCAG be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 5. QUALIFIED PERSONNEL:** CONTRACTOR shall utilize only competent personnel under the supervision of, and in the employment of, CONTRACTOR (or CONTRACTOR'S authorized subcontractors) to perform the services. CONTRACTOR will comply with TCAG'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at TCAG'S request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.
- 6. INDEPENDENT CONTRACTOR STATUS:** The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of TCAG.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of TCAG. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services and TCAG will have no right to control or exercise any supervision over CONTRACTOR as to how CONTRACTOR will perform the services. As CONTRACTOR is not TCAG'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, TCAG will not:

- (1) Withhold FICA (Social Security) from CONTRACTOR'S payments.

**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

---

- (2) Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- (3) Withhold state or federal income tax from payments to CONTRACTOR.
- (4) Make disability insurance contributions on behalf of CONTRACTOR.
- (5) Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, TCAG will have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

**7. LICENSES AND PERMITS:** CONTRACTOR represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

**8. GOVERNING LAW:** The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

**9. RECORDS AND AUDIT:** CONTRACTOR must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, CONTRACTOR must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement. Additional record-keeping requirements may be located in Exhibit F or G (related to federally-funded contracts generally, or FTA-funded contracts specifically).

**10. CONFLICT OF INTEREST:**

(a) At all times during the performance of this Agreement, CONTRACTOR must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 *et seq.*, and the Political Reform Act, Government Code Section 81000 *et seq.*, and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of TCAG in which the officer, employee, or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/contractor participates in or influences any TCAG decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform TCAG and provide all information needed for resolution of this question.

**11. INSURANCE:** The attached **Exhibit C** outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** cannot be used to reduce limits available to TCAG as an additional insured from CONTRACTOR'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CONTRACTOR fails to maintain or renew coverage, or to provide evidence of renewal, then TCAG may consider that failure a material

**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

---

breach of this Agreement. TCAG may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.

**12. INDEMNIFICATION AND DEFENSE:**

(a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S cost and expense and with legal counsel approved by TCAG, which approval may not be unreasonably withheld), protect and hold harmless TCAG, all subsidiaries, divisions, committee, and affiliated agencies of TCAG, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors, and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorneys' fees, disbursements, and court costs, and all other professional expert or consultants' fees and costs and TCAG general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") to the extent they arise out of, pertain to, or relate to the negligence, reck- lessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors, and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, and anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. To the fullest extent of the law, including, without limitation, California Civil Code section 2782.8, CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S defense costs shall not exceed CONTRACTOR's proportionate percentage of fault. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to TCAG for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

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(c) CONTRACTOR must indemnify and hold TCAG harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by TCAG, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**13. TERMINATION:**

(a) **Without Cause:** TCAG may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. TCAG will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. TCAG will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. TCAG will not impose sanctions on CONTRACTOR under these circumstances.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, TCAG may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to TCAG'S retention of CONTRACTOR, or
- (7) Other misconduct or circumstances that, in the sole discretion of TCAG, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes TCAG to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then TCAG may, in addition to any other remedy it may have, issue a declaration of default after 10 days' written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to

**EXHIBIT E  
TULARE COUNTY ASSOCIATION OF GOVERNMENTS'  
GENERAL AGREEMENT TERMS AND CONDITIONS**

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cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

TCAG will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. TCAG will not pay lost anticipated profits or other economic loss, nor will TCAG pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If TCAG terminates this Agreement for cause and the expense of finishing CONTRACTOR'S scope of work exceeds the unpaid balance of the Agreement, then CONTRACTOR must pay the difference to TCAG. TCAG may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) **Effects of Expiration or Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where TCAG terminates CONTRACTOR'S services, that termination will not affect any rights of TCAG to recover damages against CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the Executive Director of TCAG may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**14. LOSS OF FUNDING:** It is understood and agreed that if TCAG'S funding is either discontinued or reduced for the services to be provided hereunder, then TCAG will have the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to TCAG of any kind, provided that TCAG shall pay CONTRACTOR in accordance with section 13 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

**15. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Under applicable federal and state law, if CONTRACTOR submits a false claim to TCAG under this Agreement, then CONTRACTOR will be liable to TCAG for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to TCAG if CONTRACTOR:

- (a) Knowingly presents or causes to be presented to TCAG a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by TCAG;
- (c) Conspires to defraud TCAG by getting a false claim allowed or paid by TCAG;
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TCAG; or

**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

---

(e) Is a beneficiary of an inadvertent submission of a false claim to TCAG, later discovers the falsity of the claim, and fails to disclose the false claim to TCAG within a reasonable time after discovery of the false claim.

**16. FORM DE-542:** If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, TCAG has an obligation to file a report with the Employment Development Department, which report will include CONTRACTOR'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with TCAG to make that information available and to complete Form DE- 542. Failure to provide the required information may, at TCAG'S option, prevent approval of this Agreement, or be grounds for termination by TCAG.

**17. WORKS FOR HIRE:** CONTRACTOR acknowledges that all work(s) under this Agreement are "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to TCAG all rights and interests CONTRACTOR may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Agreement for TCAG will be the sole property of TCAG, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to TCAG. CONTRACTOR will execute all necessary documents to enable TCAG to protect TCAG'S intellectual property rights under this section.

**18. WORK PRODUCT:** All work product, equipment, or materials created for TCAG or purchased by TCAG under this Agreement belong to TCAG and CONTRACTOR must immediately deliver them to TCAG at TCAG'S request upon termination or completion of this Agreement.

**19. TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing. Notwithstanding any other provision of this Agreement, CONTRACTOR shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including, but not limited to, natural disasters, epidemics, adverse weather, or acts of TCAG, third parties, or governmental agencies.

**20. CONFIDENTIALITY:** CONTRACTOR may not use or disclose any information it receives from TCAG under this Agreement that TCAG has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by TCAG. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, TCAG may not disclose to third parties any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential. If TCAG determines that it must disclose any information that CONTRACTOR previously identified as confidential, then it shall promptly give CONTRACTOR written notice of its intention to disclose such information and the authority for such disclosure. CONTRACTOR shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify TCAG that it will not seek such an order. TCAG shall cooperate with CONTRACTOR in any efforts to seek such a court order. TCAG shall not disclose the information until the five (5) day period has expired without a response from CONTRACTOR, or CONTRACTOR has notified TCAG that it will not seek such an order, or CONTRACTOR has sought and a court has declined to issue a protective order for such information. If CONTRACTOR seeks a protective order for such information, CONTRACTOR shall defend and indemnify TCAG from any and all loss, injury, or claim arising from TCAG'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of TCAG and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement.

**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

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**21. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, TCAG is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of TCAG,

**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

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which consent TCAG may grant, delay, deny, or condition in its absolute discretion.

**22. DISPUTES AND DISPUTE RESOLUTION:** CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

**23. PROPERTY TAXES:** Under the terms of California Revenue and Taxation Code section 107.6 (possessory interest tax), CONTRACTOR'S possession or use of any TCAG-owned real property under this Agreement may create a "possessory interest" in the real property. If a possessory interest is created, then it may be subject to property taxation and CONTRACTOR may be subject to the payment of property taxes on that possessory interest.

**24. FURTHER ASSURANCES:** Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**25. CONSTRUCTION:** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

**26. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**27. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**28. WAIVERS:** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

**29. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement Terms and Conditions") and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

**30. CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**EXHIBIT E**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**

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**31. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between CONTRACTOR and TCAG as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

**32. ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both CONTRACTOR and TCAG have the responsibility to protect TCAG employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. TCAG, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to TCAG under this Agreement with other employees where TCAG is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. TCAG'S right to require replacement of employees under this section does not preclude TCAG from terminating this Agreement with or without cause as provided for under this Agreement. Additional nondiscrimination requirements may be located in Exhibit F or G (related to federally-funded contracts generally, or FTA-funded contracts specifically).

**33. DRUG-FREE WORKPLACE POLICY:** CONTRACTOR acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TCAG premises. CONTRACTOR agrees that any violation of this prohibition by CONTRACTOR, its employees, agents, or assigns will be deemed a material breach of this Agreement.

**34. RECYCLED PAPER CONTENT:** To the extent CONTRACTOR'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153, CONTRACTOR shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

**EXHIBIT F**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AGREEMENT**  
**ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS**  
**(form revision approved 05/10/2018)**

---

**FEDERALLY-FUNDED SERVICES.** TCAG will be paying for the services to be provided under this Agreement, in whole, or in part, with Federal grant funds, and so the following additional terms and conditions will apply to this Agreement:

**(1) Equal Employment Opportunity** — Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, CONTRACTOR agrees as follows:

**(A)** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(B)** CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(C)** CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR'S legal duty to furnish information.

**(D)** CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(E)** CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(F)** CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(G)** In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(H)** CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the

**EXHIBIT F**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AGREEMENT**  
**ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS**  
**(form revision approved 05/10/2018)**

---

provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

CONTRACTOR will take such action with respect to any subcontract or purchase order as the TCAG may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the TCAG, then CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. TCAG further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

TCAG agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. TCAG further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, TCAG agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to TCAG under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from TCAG; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

**(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).** — If this Agreement involves payment for construction services in excess of \$2,000, then CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, CONTRACTOR is required to pay wages not less than once a week. TCAG must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. CONTRACTOR’S execution of the subject Agreement constitutes CONTRACTOR’S acceptance of the wage determination. TCAG must report all suspected or reported violations to the Federal awarding agency.

**(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145).** — CONTRACTOR must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. TCAG must report all suspected or reported violations to the Federal awarding agency.

**EXHIBIT F**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AGREEMENT**  
**ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS**  
**(form revision approved 05/10/2018)**

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**(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** — If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(5) Rights to Inventions Made Under a Contract or Agreement** — If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then TCAG and CONTRACTOR recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended** — If this Agreement involves payments for services in excess of \$150,000, then CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(7) Debarment and Suspension (Executive Orders 12549 and 12689)** — By execution of this Agreement, CONTRACTOR certifies to TCAG that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

**(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** — If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, CONTRACTOR certifies to TCAG that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CONTRACTOR must also disclose to TCAG in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**(9) Procurement of recovered materials** — Pursuant to 2 CFR § 200.322, TCAG and CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

**EXHIBIT F**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AGREEMENT**  
**ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS**  
**(form revision approved 05/10/2018)**

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procurement program for procurement of recovered materials identified in the EPA guidelines.

**(10) Records Retention and Access** — Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

**(A) Retention requirements for records.** CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or TCAG. The only exceptions to the 3 year limit are the following:

**(a)** If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**(b)** When CONTRACTOR is notified in writing by TCAG or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

**(c)** Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

**(d)** When records are transferred to or maintained by TCAG, or Federal awarding agency, the 3-year retention requirement is not applicable to CONTRACTOR.

**(e)** Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of CONTRACTOR'S fiscal year in which the program income is earned.

**(f)** Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

**i.** *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to TCAG or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

**ii.** *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to TCAG or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**(B) Methods for collection, transmission and storage of information.** In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or TCAG must always provide or accept paper versions of Federal award-related information to and from CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or TCAG must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need

**EXHIBIT F**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AGREEMENT**  
**ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS**  
**(form revision approved 05/10/2018)**

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to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

**(C) Access to records.**

**(a)** Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and TCAG, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

**(b)** Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both CONTRACTOR and the Federal awarding agency or TCAG. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

**(c)** Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and TCAG must not impose any other access requirements upon CONTRACTOR.

**(11) Small and minority businesses, women's business enterprises, and labor surplus area firms** — Pursuant to 2 CFR § 200.321, if any subcontracts are to be let with respect to this Agreement, CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

If, to meet the objectives of 49 CFR Part 26, an additional exhibit regarding CONTRACTOR's DBE Commitment is incorporated in this Agreement, CONTRACTOR further agrees to the following: Neither CONTRACTOR, sub recipient, nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions;

(3) Liquidated damages; and/or (4) Disqualifying CONTRACTOR from future bidding as non-responsible. Upon request by TCAG CONTRACTOR must make available a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or a agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed

**EXHIBIT F**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AGREEMENT**  
**ADDITIONAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS**  
**(form revision approved 05/10/2018)**

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in accordance with 49 CFR Part 26.

**EXHIBIT G**  
**TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICE AGREEMENT**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The following stated percent (%) of total cost that will be compensation paid to DBE firms.

% DBE Participation:  0 %

None

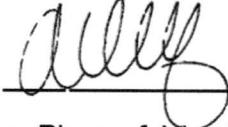
DBE Company N/A

Address

The undersigned hereby certifies that the foregoing statements and information are true and correct.

Date: September 1, 2021

Name of Contractor: Kimley-Horn and Associates, Inc.

By:  \_\_\_\_\_

Title: Alyssa Phaneuf, Vice President

\*DBE Certificate(s) must be included with proposal submission.

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## **AGENDA ITEM VII-H**

**February 28, 2022**

**Prepared by Roberto Brady, TCAG Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approve Agreement with StreetLight Data, Inc. for a One-Year Regional Subscription and Authorize the Executive Director to Negotiate Renewals

### **BACKGROUND:**

TCAG, as the Regional Transportation Planning Agency, collects and analyzes travel data for regional studies, travel demand modeling, and to support member agency planning. Big Data, in this case anonymized Navigation-GPS (GPS) and/or Location-Based Services (LBS) data, is now an essential resource for these purposes. Although traffic counts and other established survey methods continue to be important and are also a part of TCAG's data collection programs, the COVID-19 pandemic has disrupted travel patterns such that deriving reliable regional data from these relatively small sample methods is more difficult. The technology infrastructure needed to collect and process GPS/LBS travel data is large and complex. However, the comprehensiveness of this data helps to build the picture of pandemic travel disruptions. This is the basis for understanding travel patterns longer-term emerging from the pandemic.

### **DISCUSSION:**

TCAG received Caltrans Sustainable Transportation Planning (SB-1) grants for proposals which included comprehensive travel data collection tasks to help in the development of an activity-based travel demand model and support sustainability planning in the region. In order to address pandemic-related data collection issues resources have been shifted to more Big Data sources. This agreement with StreetLight Data, Inc. is the central component of this shift. A description of the "regional subscription" to travel data analysis platform and support services is attached. The cost for the one-year subscription is \$89,000.

### **RECOMMENDATION:**

Approve agreement with StreetLight Data, Inc. for a one-year Regional Subscription and authorize the Executive Director to negotiate renewals.

### **FISCAL IMPACT:**

The subscription is funded by an existing Sustainable Transportation Planning grant for multi-modal data collection for short and long-term planning and other existing budgets related to travel data collection.

### **ATTACHMENTS:**

1. Resolution approving agreement with StreetLight Data, Inc. for a one-year Regional Subscription and authorize the Executive Director to negotiate renewals
2. Summary of StreetLight Data Regional Subscription for TCAG

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

In the matter of:

APPROVAL OF AGREEMENT WITH	)	
STREETLIGHT DATA, INC FOR ONE-YEAR	)	
REGIONAL SUBSCRIPTION AND AUTHORIZE	)	Resolution No. 2022-xxx
EXECUTIVE DIRECTOR TO	)	
NEGOTIATE RENEWALS	)	

WHEREAS, TCAG, as the Regional Transportation Planning Agency, collects and analyzes travel data for regional studies, travel demand modeling, and to support member agency planning; and

WHEREAS, traffic counts and other established survey methods continue to be important and are also a part of TCAG's data collection programs, the COVID-19 pandemic has disrupted travel patterns such that deriving reliable regional data from these relatively small sample methods is more difficult; and

WHEREAS, TCAG received Caltrans Sustainable Transportation Planning (SB-1) grants for proposals which included comprehensive travel data collection tasks to help in the development of an activity-based travel demand model and support sustainability planning in the region. In order to address pandemic-related data collection issues, resources have been shifted to more Big Data sources. This agreement with StreetLight Data, Inc. is the central component of this shift.

NOW, THEREFORE, BE IT RESOLVED, that the Tulare County Association of Governments approve agreement with StreetLight Data, Inc. for a one-year Regional Subscription, at a cost of \$89,000, and authorize the Executive Director to negotiate renewals.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 28<sup>th</sup> day of February, 2022, by the following vote:

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

\_\_\_\_\_  
Pete Vander Poel III  
Chair, TCAG

\_\_\_\_\_  
Ted Smalley  
Executive Director, TCAG

# StreetLight InSight® Regional Subscriptions



## Analyses included:

	ESSENTIALS	ADVANCED ANALYTICS	MULTIMODE
<b>Core Transportation Behavior</b> Origin-Destination, Zone Activity, Trip Attributes (Speed, Travel Time, Length and Circuity), Average Annual Daily Traffic (AADT)	✓	✓	✓
<b>Turning Movement Counts</b> Intersection counts for 3-4 leg intersections, Peak Hour Factor 	✓	✓	✓
<b>Traffic Analysis</b> Select Link, Traveler Attributes (Demographics, Trip Purpose), O-D with Pre-set Geography	✓	✓	✓
<b>Analysis Time Period Settings</b> Day Types, Day Parts, Monthly Data Period, 15-minute bin day parts	✓	✓	✓
<b>Operations &amp; Congestion Management</b> Segment Analysis (Segment trip speed, speed percentiles including 85 <sup>th</sup> percentile, travel time, length and circuity), Top Routes	✗	✓	✓
<b>Granularity for Special Events</b> Custom Specific Dates	✗	✓	✓
<b>Commercial Vehicle Metrics</b> Freight metrics for medium and heavy duty trucks	✗	✓	✓
<b>Active Transportation Metrics</b> Bicycle and Pedestrian Metrics	✗	✗	✓
<b>Transit Metrics</b> Bus and Rail Metrics	✗	✗	✓

## All subscriptions include:

-  Interactive dashboard
-  Project sample size and calibration feature
-  Training video and support

## Regional subscription includes:

-  Customer success manager
-  2 tickets to StreetLight annual Customer Summit

## Optional add-ons:

-  Advanced training / in-person training
-  Professional services

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**AGENDA ITEM VII-I**

**February 28, 2022**

**Prepared by Leslie Davis, TCAG Staff**

**SUBJECT:**

**Action:** Adoption of Resolution: Reaffirm Alternatives for Supplemental Funding for Tulare County Regional Transit Agency (TCRTA)

**BACKGROUND:**

TCAG led studies and then the organization of a regional transit agency. A Joint Powers Agreement was approved by seven of TCAG's member agencies and the Tulare County Regional Transit Agency is a reality. On August 17, 2020 an information item was taken to the board with implementation funding and project funding options. Resolution No. 2020-137, OWP Amendment No. 1, amended \$100,00 of reserve funding into work element 602-07 to use for implementation of TCRTA in FY 20/21. Additionally, Resolution No. 2021-123, Adoption of the 2021/2022 OWP, included the second \$100,000 in work element 602.07 to use for implementation of TCRTA, as well as \$175,000 from the undesignated transit/bike funds from the City of Lindsay Measure R repayment.

**DISCUSSION:**

TCAG staff recommends reaffirmation of the following:

1. TCAG Reserves be used for initial organization, specifically for staff and agency support, in the amount of \$100,000 per year for two years.
2. Authorize undesignated transit/bike funds from the City of Lindsay Measure R repayment for use by TCRTA. This proposal was included in the Tulare County Transportation Authority (TCTA) agenda dated August 17, 2020.

**ATTACHMENT:**

1. Resolution: Reaffirm Alternatives for Supplemental Funding for Tulare County Regional Transit Agency (TCRTA)

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

In the matter of:

REAFFIRM ALTERNATIVES FOR )  
SUPPLEMENTAL FUNDING FOR TULARE )  
COUNTY REGIONAL TRANSIT ) Resolution No. 2022-XXX  
AGENCY (TCRTA) )

WHEREAS, the Tulare County Association of Governments previously discussed the alternate funding options provided at the August 17, 2020 Board Meeting; and

WHEREAS, this is a reaffirmation that TCAG Reserves be used for initial organization, specifically for staff and agency support, in the amount of \$100,000 per year for two years; and

WHEREAS, Reserves was amended into the budget with Resolution No. 2020-137 and 2021-123 as outlined in the discussion; and

WHEREAS, Reaffirmation of undesignated transit/bike funds from the City of Lindsay Measure R repayment for use by TCRTA, which was also included in the Tulare County Transportation Authority (TCTA) agenda on August 17, 2020 and included on Resolution No. 2021-123; and

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of Governments approves the reaffirmation of funding options for the Tulare County Regional Transit Agency implementation.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 28<sup>th</sup> day of February, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

\_\_\_\_\_  
Pete Vander Poel III  
Chair, TCAG

\_\_\_\_\_  
Ted Smalley  
Executive Director, TCAG

## **AGENDA ITEM VIII-A**

February 28, 2022

Prepared by Benjamin A. Kimball, TCAG Staff

### **SUBJECT:**

**Information:** Legislative Update

### **BACKGROUND:**

Prior to Covid, 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. As a result of Covid and safety protocols, most meetings in DC are held virtually, even if you are working in DC. 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**

The following update was provided by our State Lobbyist.

#### **2022-23 STATE BUDGET**

The Governor released his overall state budget of \$286.5 billion. The budget surplus, which was recently estimated to be \$34 billion, was updated and the estimate is now projected to be \$45.7 billion over the remainder of the current year and throughout 2022-23.

#### *Surplus*

The budget proposal would spend the \$45.7 billion surplus with \$16.1 billion dedicated to Proposition 98, K-14 school appropriations, an addition of \$9 billion to the state reserves and an additional advance payment to state pensions. This would leave \$20.6 billion in discretionary General Funds, largely for one-time allocations.

#### *Appropriations Limit*

The budget summary did include a statement that the state anticipates exceeding the Proposition 4 "Gann Limit" which would compel the state to take action to either make "excess limit" payments to return tax funds to taxpayers or make expenditures in excluded categories, such as infrastructure. The potential to exceed the Gann Limit will be an important backdrop this year as the Administration and Legislature negotiate the budget and may very well help support the passage of a transportation funding package as well as other one-time infrastructure investments.

#### **TRANSPORTATION**

Governor Newsom's state budget proposal includes \$15 billion for multimodal transportation programs, including the \$4.3 billion that reverted to the General Fund in October 2021 after the Administration and Legislature failed to reach an agreement on the final aspects of the 2021-22 transportation funding package – most notably High-Speed Rail. Like his housing investments, the Governor's 2022-23 state budget frames transportation investments in the climate change and equity context, noting his proposed investments will reduce GHG emissions, improve rail and transit across the state, enhance safety and access for bicyclists and pedestrians, and connect disadvantaged communities, just to name a few outcomes. While this is positive for transportation, the 2022-23 budget proposal also recommends suspending the fuel excise tax annual adjustment to account for inflation which, depending on the details, could be a loss for transportation. Details on these proposals are as follows:

#### *State Transportation Infrastructure Package*

The Governor has repropoed his 2021-22 transportation funding package plus addition investments. The total \$9.1 billion funding package includes:

- \$4.2 billion High-Speed Rail bond allocation to complete the electrified Central Valley segment, perform advance worked between Merced and Bakersfield, and complete advance planning and project designed for the entire project.
- \$2 billion for statewide priority transit and rail infrastructure projects to improve connectivity between state and regional/local services.
- \$1.25 billion for Southern California Transit and Rail Projects that will focus on mobility and GHG emissions reductions.
- \$500 million for grade separations for safety improvements throughout the state.
- \$500 million for the Active Transportation Program.
- \$400 million to establish a Climate Adaptation Program for state and local projects that support climate resiliency and reduce climate risks on the transportation system.
- \$150 million to establish a new Reconnecting Communities: Highways to Boulevard Pilot Program.
- \$100 million for bicycle and pedestrian safety projects, allocated through the Highway Safety Improvement Program.

#### *Foregoing the Annual Gas Tax Inflationary Adjustment*

With the intention of providing relief to consumers from the high cost of gasoline, the Governor proposes to forgo the annual inflationary adjustment to the per gallon fuel excise tax rate which takes place on July 1 yearly. The estimated rate of inflation is 5.6 percent which would equate to a 3-cent increase. If paused, in 2022-23 it would equate to a decrease in fuel tax revenues by \$523 million. The state budget proposal does indicate the Administration is exploring options for backfilling the lost revenue to cities and counties, including the State Highway Account.

#### *Federal Infrastructure Investment and Jobs Act*

The 2022-23 state budget proposal includes an increase in to base Federal Highway Administration funding levels for California to reflect the recent passage of the federal surface transportation bill – the Infrastructure Investment and Jobs Act (IIJA). Specifically, the increase for 2021-22 is \$1.8 billion and in 2022-23 its \$1.9 billion. Base

federal funding levels will also increase for transit projects - \$238 million in 2021-22 and by \$423 million in 2022-23. California is also anticipating approximately \$14.2 million from the National Highway Safety Administration to support the Office of Traffic Safety and their efforts to eliminate serious injuries and fatalities on highways, streets, and roads. Further, California will be able to compete for federal grants – new grants and augmented existing programs – with over \$100 million in available funding.

### *Supply Chain Resilience and Port Infrastructure Investments*

The 2022-23 state budget proposes \$2.3 billion for supply chain investments to help mitigate and address global disruptions to the goods movement supply chain occurring in California. Specifically, the Governor proposes the following General Fund investments:

- \$1.2 billion for port-related high-priority projects that increase goods movement capacity on rail and roadways, including railyard expansions, new bridges, and zero-emission modernization projects.
- \$875 million for zero-emission port equipment, short-haul trucks, and related infrastructure.
- \$110 million for a workforce training campus, to support workforce resilience, and accelerate deployment of zero-emission equipment and technologies.
- \$40 million to enhance commercial diver license capacity.
- \$30 million for the Governor's Office of Business and Economic Development for funding for operational improvements at the ports. Activities could include improving data interconnectivity between the ports to enable efficient cargo movement, reduce congestion, and create opportunities to increase cargo capacity through supply chain efficiency.

## **HOUSING**

The Governor's 2022-23 state budget proposal couches the state's affordable housing crisis in a new light – linking housing directly to the state's climate change goals. Outside of the proposed investments detailed below, Governor Newsom used his budget proposal to highlight the need for strong partnerships with local governments to continue to make progress and build housing affordable for all Californians in location efficient areas that will protect natural and working lands, increase mode shift and get people out of single-occupancy vehicles, and reduce greenhouse gas (GHG) emissions. In addition to providing technical assistance to cities and counties to aid them in planning for housing and enforcement of state housing law's, in 2022-23 the Governor proposes to work to identify land across the state that is well-situated for "diverse, new downtown-oriented" housing types. In turn, the 2022-23 state budget opines that this effort will help local governments meet their housing goals.

Building off the 2021-22 State Budget's \$10.3 billion for a variety of affordable housing and related infrastructure programs, the Governor's 2-22-23 state budget proposal includes \$1 billion in one-time General Fund over two-years, with a specific focus of accelerating development of housing in downtown-oriented areas across the state. The specific proposed investments include:

- \$500 million one-time General Fund (\$225 million in 2022-23 and \$275 million in 2023-24) for the Infill Infrastructure Grant (IIG) program.

- \$300 million on-time General Fund (\$75 million in 2022-23 and \$225 million in 2023-24) for the Affordable Housing and Sustainable Communities (AHSC) program. This is supplementary funding in addition to the AHSC funding provided by cap-and-trade.
- \$100 million one-time General Fund (\$25 million in 2022-23 and \$75 million in 2023-24) to expand the affordable housing development and adaptive reuse opportunities on excess state lands.
- \$100 million one-time General Fund (\$50 million in 2022-23 and \$50 million in 2023-24) for Adaptive Reuse incentive grants.

The 2022-23 state budget proposal also includes \$500 million of Low-Income Housing Tax Credits as well as \$500 million one-time General Fund over two-years to help local governments meeting their housing goals. The latter \$500 million is proposed as follows:

- \$200 million one-time General Fund (\$50 million in 2022-23 and \$150 in 2023-24) for the California housing Finance Agency (CalHFA) for loans to developers for mixed-income rental housing.
- \$200 million one-time General Fund (\$50 million in 2022-23 and \$150 in 2023-24) for the Portfolio Investment Program to preserve targeted units in downtown-oriented areas and to increase the state’s affordable housing stock.
- \$100 million one-time General Fund (\$25 million in 2022-23 and \$75 million in 2023-24) for the Mobile Home Rehabilitation and Resident Ownership Program.

## **CLIMATE CHANGE**

The 2022-23 state budget proposes a total of \$22.5 billion one-time investment from various sources into the state’s “Change and Opportunity” Budget. This proposed investment package comes on top of the historic investment made in the 2021-22 state budget of \$15 billion. The investments are made across a wide range of policy areas, including:

### *Zero-Emission Vehicle Acceleration*

The Governor proposes \$6.1 billion towards zero-emission vehicle (ZEV) acceleration over the next five-years. Of this, \$3.5 billion is General Fund, \$1.5 billion is derived from Prop 98, \$676 million comes from cap-and-trade, and \$383 million is from federal sources. Specific investments are as follows:

- \$256 million for low-income consumer purchases.
- \$900 million to expand convenient and affordable ZEV charging infrastructure access in low-income neighborhoods.
- \$935 million for heavy-duty ZEVs and supporting infrastructure to add 1,000 ZEV drayage trucks and 1,700 ZEV transit buses.
- \$1.5 billion in Prop 98 to support school transportation programs, including ZEV school buses.
- \$1.1 billion for ZEV trucks, buses, and off-road equipment and related fueling infrastructure.
- \$400 million for port electrification.

- \$419 million for sustainable community-based transportation equity programs that increase access to ZEV mobility options in low-income communities.
- \$200 million for emerging opportunities to invest in demonstration and pilot projects in high carbon-emitting sectors, such as maritime, aviation, and rail.

### *Wildfire and Forest Resilience*

Governor Newsom proposes to invest another \$1.2 billion over two-years (\$800 million General Fund and \$400 million cap-and-trade) on top of the \$1.5 billion over two-years in 2021-22 for a total of \$2.7 billion over a four-year period through 2023-24. These investments include:

- \$482 million to enhance wildfire resilience across California’s diverse landscapes by thinning forests, replanting trees, expanding grazing, and utilizing prescribed fires.
- \$100 million to support recovery of critical watersheds burned in catastrophic wildfires.
- \$382 million for CAL FIRE and the California Conservation Corp. to complete strategic fuel break projects.
- \$44 million for defensible space, home hardening, and community hardening efforts.
- \$110 million for targeted regional investments, including technical support to develop cross-jurisdictional regional plans, identify projects, and support project implementation.
- \$38 million for science-based management, including monitoring and robust scientific inquiry.
- \$44 million to expand the wood product supply chain and workforce preparedness in the wildfire resiliency sector.

### *Drought Resilience and Response*

The 2022-23 state budget proposal includes \$750 million to support the state’s drought resilience and response. This investment is proposed on top of the \$5.2 billion adopted in the 2021 Budget Act. Significant investments include:

- \$180 million for grants to large urban and small water suppliers to improve water efficiency, address leaks, reduce demand, provide efficiency mapping and training, support turf replacement, and maintain a drought vulnerability tool.
- \$145 million for local emergency drought assistance and grants to local water agencies facing loss of water supplies.
- \$75 million to mitigate immediate drought damage to fish and wildlife and build resilient natural systems.
- \$40 million to increase regional capacity to repurpose irrigated agricultural land to reduce reliance on groundwater.
- \$30 million to provide grants to water districts to fund planning, engineering, water availability analyses, and construction for groundwater.
- \$20 million for on-farm water conservation projects.
- \$10 million for technical assistance and drought relief for small farmers.

- \$250 million as a drought contingency set-aside.

### *Nature-Based Solutions, Extreme Heat, Coastal Resilience, and Community Resilience*

The Governor's state budget proposal includes \$2.1 billion in 2022-23 for a second year of investments in nature-based solutions, extreme heat, coastal resilience, and community resilience, including:

- \$100 million for urban and community forestry and urban greening projects.
- \$25 million to reduce the impacts of extreme heat and the urban heat island effect.
- \$25 million to accelerate energy efficient upgrades in low-income households.
- \$25 million support vulnerable residents experiencing extreme weather events.
- \$350 million for coastal wetland protection and restoration projects.
- \$50 million for ocean protection projects.
- \$165 million for the Transformative Climate Communities Program.
- \$135 million for direct investment into communities for regional adaptation planning and project implementation.
- \$4.7 million for the California Climate Action Corps.

### *Climate Smart Agriculture*

The 2022-23 state budget proposes the following investments into smart agriculture programs:

- \$150 million for the agricultural replacement measures for emission reduction program.
- \$85 million for grants for on-farm conservation management practices.
- \$48 million for livestock methane reduction programs.
- \$25 million to support climate smart agriculture loans.

### *Clean Energy*

The state budget proposal recognizes the role clean energy must play in combating climate change and thus proposes to make the following investments totaling \$2 billion over two-years for a Clean Energy Plan:

- \$380 million for long-duration storage projects throughout the state to support grid reliability.
- \$100 million General Fund to advance the use and production of green hydrogen.
- \$210 million General Fund to accelerate industrial sector decarbonization, which includes 40,000 industrial facilities that employ more than 1.2 million Californians.
- \$85 million General Fund for the adoption of energy technologies at food processing facilities.
- \$45 million to create the Offshore Wind Energy Deployment Facility Improvement Program to invest in and advance California's capabilities of investing in offshore wind.

- \$240 million over two-years to address temperature issues at Orville Dam related to its pump storage project.
- \$7 million General Fund for energy modeling activities.
- \$962.4 million General Funds over two years for a statewide low-income direct building retrofit program, consumer rebates for building upgrades, and adoption of ultra-low-global warming potential refrigerants.

### *Clean Energy Loan Program*

The state budget proposal notes that the Newsom Administration is working with the U.S. Department of Energy Loan Program Office to provide pre-development financing for projects and technologies that focus on mitigating the impacts of climate change on low-income communities. Moreover, the Clean Energy Loan Program will support the build-out of a world-class battery manufacturing ecosystem. Finally, the Administration is working with the Legislature to simply permitting and require strict timelines for geothermal facilities and lithium extraction in the Salton Sea area.

### *Climate Health*

The 2022-23 state budget proposes to invest General Fund to integrate and elevate health and equity into California's climate agenda in the following ways:

- \$25 million for a grant program to bolster local health jurisdictions and the development of climate and health resilience plans.
- \$10 million for climate, health, and disease monitoring to track emerging or intensified climate-sensitive health impacts and diseases.
- \$350 million to recruit, train, and certify 25,000 new community health workers by 2025 in areas such as climate health, homelessness, and dementia.
- \$30 million for community air monitoring, specifically to deploy local, real-time monitors.

### *Climate Schools and Research*

Governor Newsom proposes the following investments related to K-12 and higher education systems in the climate change space:

- \$185 million for University of California climate initiatives.
- \$20 million for a grant to Carnegie Science to support the Pasadena Climate Change Research Hub.
- \$83 million for the construction of the California State University (CSU) Bakersfield Energy Innovation Center.
- \$1.5 billion in Prop 98 to support K-12 school transportation, including ZEV buses (also noted in the transportation section).
- \$50 million for CSU Farms.
- \$30 million one-time and \$3 million ongoing to continue to support and expand Farm to School Programs.

### *Climate Jobs and Opportunity*

The 2022-23 state budget proposal includes a variety of workforce related investments totaling \$465 million and includes these specific allocations:

- \$200 million for oil and gas well capping to plug orphaned or idle wells.
- \$15 million for a well capping workforce pilot program to support displaced oil and gas workers.
- \$50 million for a displaced oil and gas workers pilot fund.
- \$110 million over three-years for a goods movement training center in Southern California.
- \$60 million over three-years to restart a low carbon economy workforce grant program.
- \$30 million over two-years to support community colleges and vocational training programs to expand workforce around wildfire and forest resilience.

The Governor also proposes related tax credits to support California businesses in the climate space.

- \$250 million annually for three-years for an Innovation Headquarters credit for companies in California working to mitigate climate change.
- \$100 million annually for three years to develop green energy technologies.

### **FINISH 99 EFFORT**

TCAG is working with Madera and Merced on a “Finish the 99” campaign. Supervisor Vander Poel and Mayor Mendoza represent TCAG. 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. Tulare will be hosting a 99 Summit tentatively set for March 3<sup>rd</sup> and 4<sup>th</sup>.

### **Federal Legislation**

As previously reported, on Monday, November 12, 2021, President Biden signed HR 3864, the Infrastructure Investment & Jobs Act. Attached is a summary of the bill provided by our federal government relations firm. There area number of new programs. TCAG will 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.

Originally, we discussed the possibility of taking a small group to DC in April. Due to Covid and safety protocols, a virtual trip will occur in spring 2022. It is very likely that in March and April, many DC departments or agencies will meet only virtually. TCAG staff with the help of federal government relations firms continues to monitor the conditions back in DC. TCAG Staff hopes that a valley in person trip will occur this fall.

### **ATTACHMENT(S):**

None

Work Element: 601.08 Advocacy

**AGENDA ITEM VIII-E**

February 28, 2022

Prepared by Elizabeth Forte, TCAG Staff

**SUBJECT:**

**Information:** Regional Transit Coordination Update

**BACKGROUND:**

TCAG led the effort to help improve regional transit service by facilitating the creation of a regional transit agency. The Joint Powers Agreement creating the Tulare County Regional Transit Agency (TCRTA) was effective August 11, 2020. Eight member agencies have joined the TCRTA.

**DISCUSSION:**

Listed below are some current highlights of TCRTA activities:

Request for Proposals (RFP)

The TCRTA has released an RFP for transit operations. One operator will be procured for the full service area, effective July 1, 2022. The RFP is requesting provision of Local Fixed Route, Commuter Route, ADA complementary paratransit, On-Demand services, Customer Service/Ticket Sales, Fleet Cleaning Services, Bus Stop Cleaning and Maintenance Services, Transit Center Cleaning Services, and Innovative Technology services. Proposals are due February 17, 2022. An update, if any, will be provided at the Board meeting on February 28.

Fare Changes

The TCRTA is in the process of developing a fare structure that will be consistent and understandable for all riders in the system. The Board has defined two fixed-route service types, Local Routes and Commuter Routes, and is proposing actions that will ensure that service hours, passes, and fare discount categories are consistent for all services agencywide.

The fare charged to riders is also being considered by the TCRTA Board. As of the date this agenda went to print, changes to the rider fare have been discussed at the TCRTA Technical Advisory Committee but have not yet been adopted by the full Board. TCRTA staff plans to discuss fare changes with TCRTA member agencies and to engage in public outreach before changes are approved by the TCRTA Board. Public hearings are expected in March.

**ATTACHMENT:**

None

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# Tulare County Association of Governments

## **AGENDA ITEM VIII-F**

**February 28, 2022**

**Prepared by Leslie Davis, TCAG Staff**

### **SUBJECT:**

**Information:** Tulare County Association of Governments (TCAG) Audit Year Ending June 30, 2021

### **BACKGROUND:**

Tulare County Association of Governments (TCAG) audit was completed for the year ending June 30, 2021 and issued February 9, 2022. The audited financial statements of the governmental activities and the major funds of the Tulare County Association of Governments (TCAG) can be found at:

<https://tularecog.org/tcag/finance/audits/fy-20202021/tcag-fy-20-21-audit-financial-statements/>

The audit was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Controller General of the United States.

The TCAG audit by Brown Armstrong Certified Public Accounts did not identify any instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

### **DISCUSSION:**

Tulare County Association of Governments (TCAG) audit is complete and did not have any material weaknesses or instances of non-compliance for the year-ended June 30, 2021. The required communication with the Board of Directors (SAS 114) from Brown Armstrong CPA is attached.

Member Agencies: The City of Porterville and City of Tulare, City of Lindsay, City of Dinuba, City of Exeter, City of Farmersville, City of Woodlake, County of Tulare, and the City of Visalia TDA audits have not been completed.

### **ATTACHMENT:**

1. Required Communication with the Board of Directors from Brown Armstrong CPA

**REQUIRED COMMUNICATION TO THE BOARD OF DIRECTORS  
AT THE CONCLUSION OF THE AUDIT (SAS 114)**

Board of Directors  
Tulare County Association of Governments  
Visalia, California

We have audited the financial statements of the governmental activities and each major fund of the Tulare County Association of Governments (the Association) for the fiscal year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 2, 2021. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Findings**

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Association are described in Note 1 to the financial statements. During the fiscal year ended June 30, 2021, the Association implemented Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities*, and GASB Statement No. 90, *Majority Equity Interests*. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Association's financial statements were:

Management's estimate of useful lives of capital assets in the calculation of depreciation expense and estimate of the net pension liability and related deferred outflows and inflows of resources based on actuarial reports prepared and provided by an independent third party. We evaluated the key factors and assumptions used to develop the estimate of useful lives and the estimates of the net pension liability and related deferred outflows and inflows of resources in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

Note 3 – Capital Assets  
Note 5 – Employee Retirement System

The financial statement disclosures are neutral, consistent, and clear.

---

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

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

**STOCKTON**  
2423 West March Lane, Suite 202  
Stockton, CA 95219  
209-451-4833

#### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

#### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of audit procedures were corrected by management and are attached to this letter.

#### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

#### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated January 26, 2022.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Association's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

#### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Association's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

#### **Other Matters**

We applied certain limited procedures to the Required Supplementary Information (RSI), which consists of the Management Discussion and Analysis, the Budgetary Comparison Schedules for the General Fund and the Measure R Fund, the Schedule of the Association's Proportionate Share of the Net Pension Liability, the Schedule of the Association's Contributions, and the Notes to the RSI, that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, as listed below, which accompanies the financial statements but are is RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

- 1) Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - Overall Work Program - By Funding Source - General Fund
- 2) Schedule of Assets and Liabilities by Area of Apportionment - Local Transportation Fund
- 3) Schedules of Revenues and Expenditures by Area of Apportionment - Local Transportation Fund
- 4) Schedule of Apportionments and Allocations - Measure R Fund

- 5) Schedule of Allocations and Expenditures for the Local Transportation Fund and the State Transit Assistance Fund
- 6) Schedule of Expenditures of Federal Awards and Notes to the Schedule

**Restriction on Use**

This information is intended solely for the information and use of the Board of Directors and management of the Tulare County Association of Governments and is not intended to be, and should not be, used by anyone other than these specified parties.

BROWN ARMSTRONG  
ACCOUNTANCY CORPORATION

*Brown Armstrong*  
*Accountancy Corporation*

Bakersfield, California  
January 26, 2022

**Tulare County Association of Governments**  
**Material Auditor Proposed Journal Entries**  
**June 30, 2021**

Account No.	Description	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>			
To record prior year entry.			
471-R-5054	State- Other	\$ 1,226,490	\$ -
471-3100	Fund Balance	-	1,226,490
<b>Total</b>		<b>\$ 1,226,490</b>	<b>\$ 1,226,490</b>
<b>Adjusting Journal Entries JE # 2</b>			
To record prior year entry.			
783-01-1648	A/R Other Governments	\$ 279,463	\$ -
783-02-2805	Interest Payable	194,653	-
783-02-2810	Bonds Payable	7,571,279	-
783-02-2820	Loans Payable	20,232,000	-
783-00-3100	Fund Balance	-	28,277,395
<b>Total</b>		<b>\$ 28,277,395</b>	<b>\$ 28,277,395</b>
<b>Adjusting Journal Entries JE # 3</b>			
To adjust balances to actual.			
783-01-1648	A/R Other Governments	\$ 4,605,071	\$ -
783-02-2810	Bonds Payable	83,424,889	-
783-O-7400	Bond Issuance Costs	413,831	-
783-O-7400-1	County Loan Payment	20,000,000	-
783-O-7400-2	Bond Principal Payment	2,470,000	-
783-O-7415	Bond Interest Exp	3,920,197	-
783-O-7418	County Loan Interest Expense	201,844	-
783-01-1600	Accounts Receivable	-	3,891,474
783-02-2805	Interest Payable	-	180,919
783-02-2820	Loans Payable	-	20,232,000
783-R-4041	Measure R Sales Tax Proceeds	-	281,700
783-R-4800	Bond Proceeds	-	90,434,795
783-R-4813	Interest on Loans Receivable	-	14,944
<b>Total</b>		<b>\$ 115,035,832</b>	<b>\$ 115,035,832</b>
<b>Adjusting Journal Entries JE # 4</b>			
To accrue 4th quarter STA revenues and to reclass SGR revenue for reporting purposes.			
471-1648	A/R Other Governments	\$ 1,065,574	\$ -
471-R-5054	State- Other	632,954	-
471-R-5054	State- Other	-	937,236
471-R-5055	State of Good Repair Revenue	-	128,338
471-R-5055	State of Good Repair Revenue	-	632,954
<b>Total</b>		<b>\$ 1,698,528</b>	<b>\$ 1,698,528</b>