

Tulare County Association of Governments	Date: <b>Monday, December 14, 2020</b> Time: <b>11:00 a.m.</b> (Workshop) <b>1:00 p.m.</b> TCAG Board Meeting Place: Tulare County Board of Supervisors 2800 W. Burrel Avenue Visalia, CA 93291
Technical Advisory Committee	Date: <b>Thursday, December 10, 2020</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 the Governor's Executive Order N-29-20 (March 17, 2020), available at <a href="https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf">https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf</a></p> <p><b>Zoom Meeting   Direct Link:</b> <a href="https://bit.ly/2Zt4BQY">https://bit.ly/2Zt4BQY</a></p> <p><b>Toll Free Call in:</b> 1(888) 475-4499   <b>Meeting ID:</b> 744 710 0343   <b>Passcode:</b> 82243742</p> <p><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.

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

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

- A. Member Agency Presentations
- B. Caltrans Presentation
- C. TCAG's 2020 Walk & Roll Art Contest Winners
- D. TCAG Staff Presentations
- E. Director's Report
- F. Special Recognition Awards

**I. CALL TO ORDER & WELCOME**

**II. PLEDGE OF ALLEGIANCE**

### III. PUBLIC COMMENTS

#### NOTICE TO THE PUBLIC PUBLIC COMMENT PERIOD

At this time, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCAG but not appearing on this agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Speakers are requested to state their name(s) and address(es) for the record.

#### ***Convene as the Transportation Policy Advisory Committee***

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

### IV. TRANSPORTATION CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

#### **Request Approval of the Transportation Consent Calendar Action Items IV-A through IV-C.**

- A. Action: Approval of Transportation Development Act (TDA) Audit Extension for Member Agencies (Pages 01)
- B. Action: Adoption of Resolution: Approval of Surface Transportation Block Grant Program Competitive Project Selection Guidelines and Application Form (Pages 02-17)
- C. Action: Adoption of Resolution: Approval of TCAG Expedited Project Selection Procedures (EPSP) Update (Pages 18-24)
- D. Information: Sustainable Communities Strategy (SCS) Regional Transportation Plan (RTP) Roundtable Appointments (Pages 25-26)
- E. Information: Update on Timing and Funding Implications of the Federal SAFE Vehicles Regulation (Pages 27-28)
- F. Information: Implementation Status of Federally Funded Projects (Pages 29-30)

### V. TRANSPORTATION ACTION/DISCUSSION ITEMS

- A. Information: Draft 2021 Federal Transportation Improvement Program (FTIP) and Corresponding Air Quality Conformity Analysis (Pages 31-32)
- B. Public Hearing: Draft 2021 Federal Transportation Program (FTIP) and Corresponding Air Quality Conformity Analysis (No Pages)
- C. Information: Status of State Transportation Improvement Program (STIP) Allocations And California Transportation Commission (CTC) Update (Pages 33-34)
- D. Information: Introduction of the 2022 Public Participation Plan (Pages 35)
- E. Information: Introduction of the 2020 Tribal Public Participation Plan (Pages 36-43)
- F. 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-E.**

- A. Action: Minutes of October 19, 2020 TCAG Board Meeting (Pages 44-47)
- B. Action: Minutes of October 15, 2020 Technical Advisory Committee Meeting (Pages 48-50)
- C. Action: Adoption of Resolution: Approval of Amendment No. 6 to the FY 2020/2021 Overall Work Plan (OWP) (Pages 51-58)
- D. Action: Adoption of Resolution: Reaffirm Agreement with RSG, Inc. for Calibration and Validation of Activity-Based Model (ABM) for Fiscal Years 2020/21 and 2021/22 (Pages 59-88)
- E. Action: Approve the 2021 Tulare County Association of Governments (TCAG), and Technical Advisory Committee (TAC) Meeting Calendar and Reconfirm the Cancellation Policy (Pages 89-90)

## **VIII. ASSOCIATION ACTION/DISCUSSION ITEMS**

- A. Information: Legislative Update (Pages 91)
- B. Presentation: Report from Congressman Nunes' Office (No Page)
- C. Presentation: Report from Assemblyman Mathis' Office (No Page)
- D. Presentation: Report from Senator Hurtado's Office (No Page)
- E. Action: Adoption of Resolution: Approval of Revised Staff Services Agreement with Tulare County Providing Staff Services for Tulare County Association of Governments (TCAG) and Local Agency Formation Commission (LAFCO) (Pages 92-97)
- F. Action: Authorize Purchase of Community Engagement Software (Pages 98)
- G. Action: Adoption of Resolution: Reappointment of Member-At-Large and the Alternate Member-At-Large for Position No. 3 (Pages 99-100)
- H. Information: Regional Transit Coordination Update (Pages 101)
- I. Action: Authorize Position Creation and Recruitment of Executive Director for the Tulare County Regional Transit Agency (TCRTA) (Pages 102-107)
- J. Action: Adoption of Resolution: Approval of Amendment No. 7 to the FY 2020/2021 Overall Work Plan (OWP) (Pages 108-114)
- K. Information: Housing Planning Funds Update (Pages 115-117)
- L. Action: Adoption of Resolution: Authorization for the Executive Director of the Tulare County Association of Governments to Sign the San Joaquin Valley Regional Early Action Planning Committee for Housing Memorandum of Understanding (Pages 118-145)
- M. Action: Authorize Participation in the California Inland Port Feasibility Analysis – Phase II (Pages 146-149)
- N. Information: Tulare County Association of Governments' 2020 Walk and Roll Art Contest Winners (Pages 150)

## **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, January 25, 2021 at 1:00 p.m.** at the **Tulare County Human Resources & Development, 2500 W. Burrel Avenue, Visalia, CA 93291.** The Technical Advisory Committee will meet on **Thursday, January 21, 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.**

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

<b>BOARD OF GOVERNORS</b>	<b>AGENCY</b>	<b>ALTERNATE</b>
Kuyler Crocker	Tulare County-District 1	Paula Clark
Pete Vander Poel - 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	Terren Brown
Maribel Reynosa	City of Dinuba	Linda Launer
Frankie Alves	City of Exeter	Dave Hails
Paul Boyer	City of Farmersville	Ruben Macareno
Pamela Kimball	City of Lindsay	Brian Watson
Martha A. Flores – Vice-Chair	City of Porterville	Milt Stowe
Terry Sayre	City of Tulare	Carlton Jones
Bob Link	City of Visalia	Phil Cox
Rudy Mendoza	City of Woodlake	Emmanuel Llamas
Greg Gomez	Public Transit Provider*	Virginia Gurrola
Tyrone Holscher	Member-at-Large*	Shea Gowin
Walter Stammer, Jr.	Member-at-Large*	Pamela K. Whitmire
Wanda Ishida	Member-at-Large*	Marlene Sario
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, Associate Regional Planner  
Steven Ingoldsby, Associate Regional Planner  
Giancarlo Bruno, Regional Planner  
Gail Miller, Associate Regional Planner - EH  
Barbara Pilegard, Associate Regional Planner-EH  
Maria Garza, Associate Regional Planner-EH  
Michele Boling, TCAG Accountant III  
Brideget Moore, TCAG Staff Services Analyst III  
Amie Kane, Administrative Clerk II  
Servando Quintanilla, Administrative Clerk  
Holly Gallo, Office Assistant III

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# Tulare County Association of Governments

## **AGENDA ITEM IV-A**

**December 14, 2020**

**Prepared by Leslie Davis, TCAG Staff**

### **SUBJECT:**

**Action:** Approval of Transportation Development Act (TDA) Audit Extension for Member Agencies

### **BACKGROUND:**

The Tulare County Association of Governments' (TCAG) member agencies submits annual independent audits to ensure fiscal and reporting compliance in accordance with Federal, State, and Local guidelines. The audits are performed for Measure R funding as well.

### **DISCUSSION:**

TCAG member agencies have until December 31<sup>st</sup> to complete the audit of the previous year ended June 30<sup>th</sup>. The Tulare County Association of Governments (TCAG) has the ability to grant a 90-day extension to March 31<sup>st</sup> of the following calendar year for member agencies to deliver their audits. The independent audit will begin once member agencies are near completion of their own agency audit. The Tulare County Association of Governments may grant a 90-day extension, to March 31<sup>st</sup> of the following calendar year, to avoid a lapse in the deadline of the member agency audit. All audits should be completed by December 31<sup>st</sup> and the extension will be activated if necessary.

### **RECOMMENDATIONS:**

Approve Transportation Development Act (TDA) 2020 Audit Extension for member agencies.

### **FISCAL IMPACT:**

No fiscal impact.

### **ATTACHMENTS:**

None

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# Tulare County Association of Governments

## AGENDA ITEM IV-B

December 14, 2020

Prepared by Gabriel Gutierrez, TCAG Staff

### SUBJECT:

**Action:** Adoption of Resolution: Approval of Surface Transportation Block Grant Program Competitive Project Selection Guidelines and Application Form

### BACKGROUND:

The Surface Transportation Block Grant Program (STBGP) provides flexible funds for a variety of highway, bridge, transit, and pedestrian and bicycle infrastructure projects. In the TCAG region, these funds have been primarily used for street and highway construction, reconstruction, rehabilitation, resurfacing, and operational improvements. Each year when STBGP are distributed by the State, it has been TCAG's longstanding practice to exchange federal STBGP funds for state funds for those rural agencies located outside the Visalia Urbanized Area boundary (Dinuba, Lindsay, Porterville, and Woodlake, and portions of the County of Tulare). For agencies that are located within the Visalia Urbanized Area boundary (Visalia, Tulare, Farmersville, Exeter, and portions of the County of Tulare), the remaining STBGP funds<sup>1</sup> were made available to each agency on the basis of population.

During the FHWA certification review process held in April 2020 it was required by FHWA that we change our STBGP allocation process from a population-based process to a competitive selection process.

In accordance with the recommendation from FHWA, TCAG staff prepared the draft STBGP competitive project selection guidelines and application form. The documents were presented to the TCAG Board at their June 2020 meeting. The documents were also made available for review and comments to the eligible recipients, Caltrans District 6, Caltrans HQ, and FHWA.

### DISCUSSION:

Implementation of the STBGP project selection guidelines would affect the allocation of urban funds only. Rural funds will continue to be exchanged for state funds as described above. Proposed criteria regarding eligible recipients and project selection are included here. For other criteria such as match requirements, eligible projects, screening criteria, etc., please refer to Attachment 1:

**Eligible Recipients:** Visalia, Tulare, Farmersville, Exeter, and portions of the County of Tulare located within the Visalia Urbanized Area boundary (Visalia UZA). Caltrans is also an eligible agency for projects located within the Visalia UZA.

**Project Selection:** TCAG will evaluate STBGP applications received and award projects in accordance with the following scoring criteria:

- Project addresses operations and maintenance (45 points)
- Project improves safety (10 points)
- Project relieves congestion (15 points)

<sup>1</sup> These are federal funds and agencies are required to following the federal authorization process to obligate these funds.

- Project is construction-ready (5 points)
- Leveraging funds (25 points)

**Total Possible Points: 100**

Projects would be awarded in the order of the scores received (highest to lowest) until all available funding is utilized. Projects not selected will be placed on a contingency list and will remain eligible for funding should awarded projects fail to obligate funds in a timely manner. Projects on the contingency list will remain eligible for funding until the next STBGP call for projects.

Funding capacity is available in 22/23 and 23/24. The first call for projects is planned spring 2021. Upon approval of the funding recommendations by the TCAG Board, the projects will be programmed in the 2021 FTIP.

The first iteration of the draft guidelines were presented to the eligible recipients, Caltrans, and FHWA in July 2020. Since then, TCAG staff has been working with each of the agencies to address their comments and concerns. On October 1, 2020, TCAG staff hosted a meeting with the agencies to discuss the revisions made to the draft guidelines and application and to address any other issues of concern. As no other comments have been received, staff recommends that the attached final guidelines and application form be approved by the TCAG Board.

**ATTACHMENT:**

1. STBGP Project Selection Guidelines and Application Form
2. Resolution of Approval

**Tulare County Association of Governments**  
**Surface Transportation Block Grant Program**  
**Competitive Project Selection Guidelines**

**Purpose of the Surface Transportation Block Grant Program (STBGP)**

The STBGP provides flexible funding that localities may use for projects to preserve and improve conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals. The STBGP promotes flexibility in local transportation decisions and provides flexible funding to best address regional and local transportation needs.

Eligible costs for funds under this program include preliminary engineering, right-of-way acquisition, capital costs, and construction costs associated with an eligible activity.

**Eligible Recipients**

STBGP funding is available to local agencies in the TCAG region whose projects are fully or partially<sup>1</sup> located within the Visalia Urbanized Area Boundary (Visalia UZA). Per the attached Visalia UZA map, this includes the following jurisdictions: Visalia, Tulare, Farmersville, Exeter, and portions of the County of Tulare located within the Visalia UZA. Caltrans is also an eligible agency for projects located within the Visalia UZA.

**Project Selection**

TCAG will evaluate STBGP applications received via a call for projects and award projects in accordance with the following scoring criteria. The maximum points available for each criteria is shown in parentheses.

1. Project addresses operations and maintenance (45 points)
2. Project improves safety (10 points)
3. Project relieves congestion (15 points)
4. Project is construction-ready (5 points)
5. Leveraging Funds (25 points)

Projects are awarded in the order of the scores received (highest to lowest) until all funding is exhausted. Those projects not selected will be placed on a contingency list and will remain eligible for funding should awarded projects fail to

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<sup>1</sup> "Partially" located refers to projects located adjacent to the Visalia UZA and demonstrate direct benefits to the urbanized area.

obligate funds in a timely manner. Projects on the contingency list will remain eligible for funding until the next STBGP call for projects.

The minimum match requirement for the STBGP program is 11.47 percent. If available, toll credits may be used to cover the match requirement. Projects requesting toll credits will not be eligible to receive leveraging points.

### **Cost Increases**

Cost increases on projects from original applications will be borne by the implementing agency. In circumstances where an agency feels the cost increase is warranted from STBGP funds, the agency and TCAG staff can present that request to the TCAG Board for case-by-case approval.

### **Eligible Projects**

Please see Attachment 2 for a listing of eligible projects.

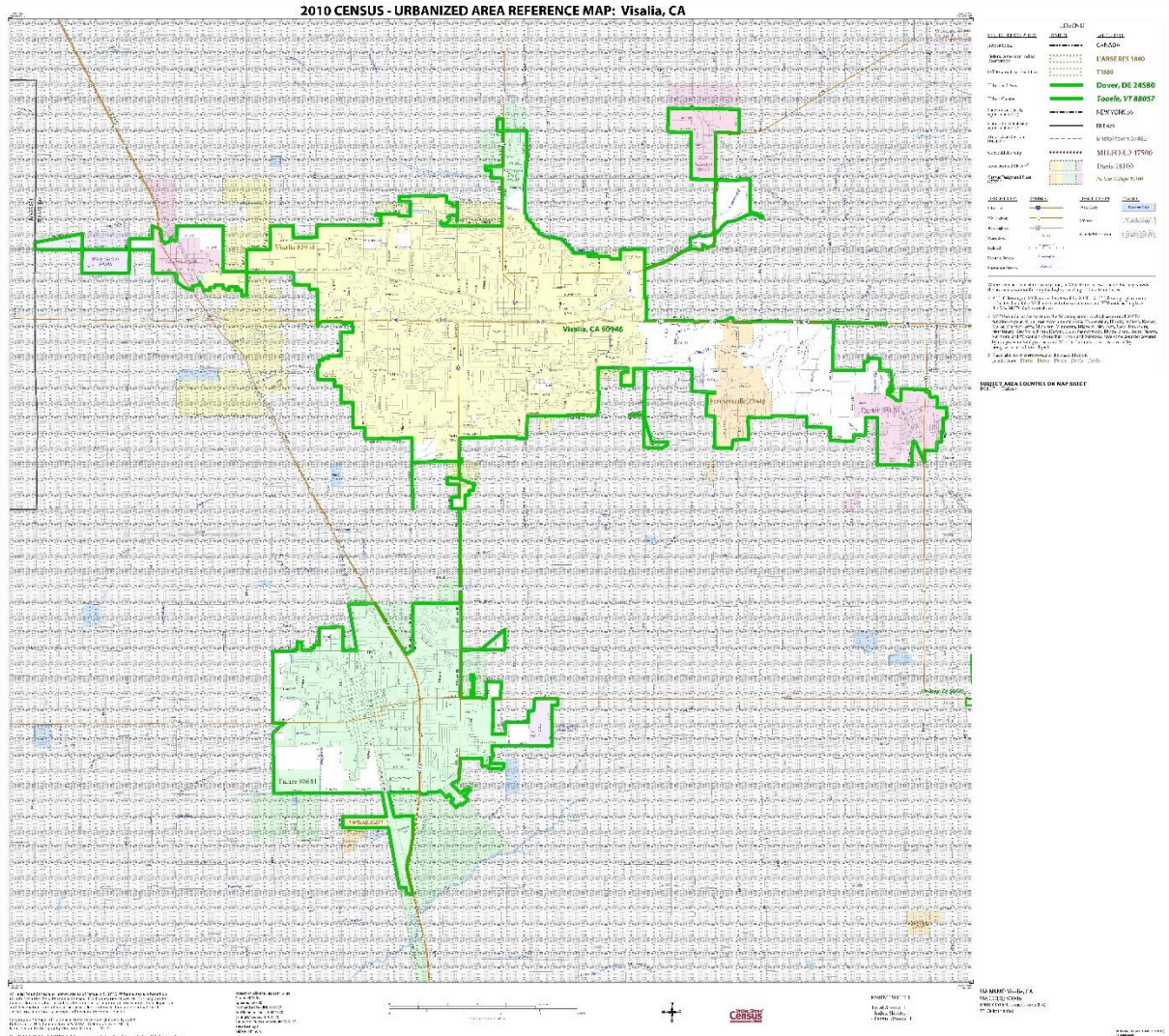
### **Screening Criteria**

Proposed STBGP projects must meet all of the following screening requirements, where applicable.

- Project must be included in a local agency-adopted resolution supporting the project.
- Project is eligible for RSTP funding as set forth in 23 USC 133, as amended (see Attachment 2).
- Project applicant is an eligible recipient as described above.
- The project must comply with the Americans with Disabilities Act (ADA) requirements.
- The project must be consistent with the currently approved Regional Transportation Plan.
- The applicant must have financial capacity to complete, operate, and maintain the project.
- Funds required from other sources must be reasonably expected to be available within the time frame needed to carry out the project.

# Attachment 1

## Visalia Urbanized Area Map



## Attachment 2

### ELIGIBLE STBGP PROJECTS (Title 23 USC Section 133)

#### 1. Eligible Projects and Activities:

- Location of Projects (23 U.S.C. 133(c)): STBG projects may not be undertaken on a road functionally classified as a local road or a rural minor collector unless the road was on a Federal-aid highway system on January 1, 1991, except-
  - (1) For a bridge or tunnel project (other than the construction of a new bridge or tunnel at a new location);
  - (2) For a project described in 23 U.S.C. 133(b)(4)-(11) and described below under "Eligible Activities" (b)(4) through (11);
  - (3) For transportation alternatives projects described in 23 U.S.C. 101(a)(29) before enactment of the FAST Act (these are described in 23 U.S.C. 133(h) and in separate TA Set-Aside guidance.); and (4) As approved by the Secretary.
- Eligible Activities (23 U.S.C. 133(b)): Subject to the location of projects requirements in paragraph (a), the following eligible activities are listed in 23 U.S.C. 133(b):
  - (1) Construction, as defined in 23 U.S.C. 101(a)(4), of the following:
    - i. Highways, bridges, and tunnels, including designated routes of the Appalachian development highway system and local access roads under 40 U.S.C. 14501;
    - ii. Ferry boats and terminal facilities eligible under 23 U.S.C. 129(c);
    - iii. transit capital projects eligible under chapter 53 of title 49, United States Code;
    - iv. Infrastructure-based intelligent transportation systems capital improvements, including the installation of vehicle-to-infrastructure communication equipment;
    - v. Truck parking facilities eligible under Section 1401 of MAP-21 (23 U.S.C. 137 note); and
    - vi. Border infrastructure projects eligible under Section 1303 of SAFETEA- LU (23 U.S.C. 101 note).
  - (2) Operational improvements and capital and operating costs for traffic monitoring, management, and control facilities and programs. Operational improvement is defined in 23 U.S.C. 101(a)(18).
  - (3) Environmental measures eligible under 23 U.S.C. 119(g), 328, and 329, and transportation control measures listed in Section 108(f)(1)(A) (other than clause (xvi) of that section) of the Clean Air Act (42 U.S.C. 7408(f)(1)(A)).
  - (4) Highway and transit safety infrastructure improvements and programs, including railwayhighway grade crossings.

- (5) Fringe and corridor parking facilities and programs in accordance with 23 U.S.C. 137 and carpool projects in accordance with 23 U.S.C. 146. Carpool project is defined in 23 U.S.C. 101(a)(3).
- (6) Recreational trails projects eligible under 23 U.S.C. 206, pedestrian and bicycle projects in accordance with 23 U.S.C. 217 (including modifications to comply with accessibility requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)), and the Safe Routes to School Program under Section 1404 of SAFETEA-LU (23 U.S.C. 402 note).
- (7) Planning, design, or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
- (8) Development and implementation of a State asset management plan for the National Highway System (NHS) and a performance-based management program for other public roads.
- (9) Protection (including painting, scour countermeasures, seismic retrofits, impact protection measures, security countermeasures, and protection against extreme events) for bridges (including approaches to bridges and other elevated structures) and tunnels on public roads, and inspection and evaluation of bridges and tunnels and other highway assets.
- (10) Surface transportation planning programs, highway and transit research and development and technology transfer programs, and workforce development, training, and education under chapter 5 of title 23, United States Code.
- (11) Surface transportation infrastructure modifications to facilitate direct intermodal interchange, transfer, and access into and out of a port terminal.
- (12) Projects and strategies designed to support congestion pricing, including electronic toll collection and travel demand management strategies and programs.
- (13) Upon request of a State and subject to the approval of the Secretary, if Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance is approved for an STBGeligible project, then the State may use STBG funds to pay the subsidy and administrative costs associated with providing Federal credit assistance for the projects.
- (14) The creation and operation by a State of an office to assist in the design, implementation, and oversight of public-private partnerships eligible to receive funding under title 23 and chapter 53 of title 49, United States Code, and the payment of a stipend to unsuccessful private bidders to offset their proposal development costs, if necessary to encourage robust competition in public-private partnership procurements.
- (15) Any type of project eligible under 23 U.S.C. 133 as in effect on the day before the FAST Act was enacted. Among these are:
  - i. Replacement of bridges with fill material;
  - ii. Training of bridge and tunnel inspectors;
  - iii. Application of calcium magnesium acetate, sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and

deicing compositions for bridges (and approaches to bridges and other elevated structures) and tunnels;

- iv. Projects to accommodate other transportation modes continue to be eligible pursuant to 23 U.S.C. 142(c) if such accommodation does not adversely affect traffic safety;
- v. Transit capital projects eligible for assistance under chapter 53 of title 49, United States Code, including vehicles and facilities (publicly or privately owned) that are used to provide intercity passenger bus service;
- vi. Approach roadways to ferry terminals to accommodate other transportation modes and to provide access into and out of the ports;
- vii. Transportation alternatives previously described in 23 U.S.C. 101(a)(29) and described in 23 U.S.C. 213;
- viii. Projects relating to intersections having disproportionately high accident rates, high levels of congestion (as evidenced by interrupted traffic flow at the intersection and a level of service rating of "F" during peak travel hours, calculated in accordance with the Highway Capacity Manual), and are located on a Federal-aid highway;
- ix. Construction and operational improvements for any minor collector if the minor collector and the project to be carried out are in the same corridor and in proximity to an NHS route; the construction or improvements will enhance the level of service on the NHS route and improve regional traffic flow; and the construction or improvements are more cost-effective, as determined by a benefit-cost analysis, than an improvement to the NHS route;
- x. Workforce development, training, and education activities discussed in 23 U.S.C. 504(e);
- xi. Advanced truck stop electrification systems. Truck stop electrification system is defined in 23 U.S.C. 101(a)(32);
- xii. Installation of safety barriers and nets on bridges, hazard eliminations, projects to mitigate hazards caused by wildlife;
- xiii. Electric vehicle and natural gas vehicle infrastructure in accordance with 23 U.S.C. 137;
- xiv. Data collection, maintenance, and integration and the costs associated with obtaining, updating, and licensing software and equipment required for risk-based asset management and performance based management, and for similar activities related to the development and implementation of a performance based management program for other public roads;
- xv. Construction of any bridge in accordance with 23 U.S.C. 144(f) that replaces any low water crossing (regardless of the length of the low water crossing); any bridge that was destroyed prior to January 1, 1965; any ferry that was in existence on January 1, 1984; or any road bridge that is rendered obsolete as a result of a Corps of Engineers flood control or channelization project and is not rebuilt with funds from the Corps of



Engineers. Not subject to the Location of Project requirement in 23 U.S.C. 133(c); and

xvi. Actions in accordance with the definition and conditions in 23 U.S.C. 144(g) to preserve or reduce the impact of a project on the historic integrity of a historic bridge if the load capacity and safety features of the historic bridge are adequate to serve the intended use for the life of the historic bridge. Not subject to the Location of Project requirement in 23 U.S.C. 133(c)

**Tulare County Association of Governments**  
**Surface Transportation Block Grant Program**  
**Competitive Project Selection**  
**Application**

An electronic copy of the application may be emailed to [ggutierrez@tularecog.org](mailto:gutierrez@tularecog.org).

## General Application Questions

**Implementing Agency's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**Contact Person:** \_\_\_\_\_


**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

## General Project Information

**Project Name:** \_\_\_\_\_

**Summary of Project Scope** Summary of existing conditions, project scope, location, what the project is intended to do and the expected benefits:



### Project Delivery Schedule

Phase	22/23	23/24	24/25	25/26	Total
	STBGP Funds				
PE					
ROW					
CON					
Subtotal					
	Local Funds _____				
PE					
ROW					
CON					
Subtotal					
	Other Funds _____				
PE					
ROW					
CON					
Subtotal					
	Total				
PE					
ROW					
CON					
Grand Total					

**Leveraging Funds:** Points for leveraging funds will be awarded based on the amount of non-STBGP funding pledged to the project. A maximum of 25 points are available as follows:

Points	Amount Leveraged
5 Points	11.47% to less than 15% of total project cost
10 Points	More than 15% to less than 20% of total project cost
15 Points	More than 20% to less than 30% of total project cost
20 Points	More than 30% to less than 40% of total project cost
25 Points	More than 40% of total project cost

\*Agencies may continue to request toll credits (if available) to meet the required federal match requirement of 11.47%. However, if toll credits are used to meet the required match, no leveraging points will be awarded to the project.

### Narrative Questions

**Project addresses operations and maintenance:** Explain how the project addresses the operation and/or maintenance of existing infrastructure. Describe current condition of roads and/or assets and how the project will improve current condition, including estimated lifespan and pavement condition index information, if applicable. (45 points)

**Project improves safety:** Explain how the project addresses safety and/or security issues and demonstrate how the project improvements will remedy potential safety hazards. Include data to clearly demonstrate these issues. (10 points)

**Project relieves congestion:** Explain how the project relieves congestion and/or expands the current infrastructure system without negatively affecting conformity requirements. (15 points)

**Project is construction-ready:** Points will be awarded to project applications which: 1) show an adequate level of planning and coordination conducted for the project and that the project is clear of apparent controversy; and 2) describe the project's current level of readiness to proceed; and 3) describes the agency's ability and commitment to deliver the project on time and within budget. (5 points)

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

In the matter of:

APPROVAL OF SURFACE	)	
TRANSPORTATION BLOCK GRANT	)	
PROGRAM COMPETITIVE	)	Resolution No. 2020-xxx
PROJECT SELECTION GUIDELINES	)	
AND APPLICATION FORM	)	

WHEREAS, the Tulare County Association of Governments (TCAG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO), pursuant to State and Federal designation; and

WHEREAS, federal planning regulations require the MPOs to select and program projects using apportioned Surface Transportation Block Grant Program (STBGP) funds; and

WHEREAS, projects using STBGP funds shall be selected using a competitive project selection process; and

WHEREAS, in July 2020, the draft STBGP Project Selection Guidelines and application form was distributed to affected local agencies including Caltrans and FHWA for comments and TCAG staff met with the agencies to discuss the proposed guidelines and application form; and

WHEREAS, TCAG addressed all the comments (written and verbal) received and has revised the proposed guidelines and application form accordingly;

NOW, THEREFORE, BE IT RESOLVED, that the Tulare County Association of Governments approves the Surface Transportation Block Grant Program Project Selection Guidelines and Application Form.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_,  
seconded by Member \_\_\_\_\_, at a regular meeting held on the 14<sup>th</sup> day of  
December, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

#### TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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Pete Vander Poel III, Chair  
TCAG

---

Ted Smalley, Executive Director  
TCAG



## **AGENDA ITEM IV-C**

**December 14, 2020**

**Prepared by Gabriel Gutierrez, TCAG Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approval of TCAG's Expedited Project Selection Procedures (EPSP) Update

### **BACKGROUND:**

Expedited Project Selection Procedures (EPSP) are the federal mechanism that TCAG uses to enable federal aid project sponsors to begin work regardless of the programmed year in the Federal Transportation Improvement Program (FTIP). TCAG has used EPSP to deliver millions of dollars in federal funding, such as Congestion Mitigation and Air Quality Improvement Program (CMAQ), Surface Transportation Block Grant Program (STBGP), Highway Bridge Program (HBP), Highway Safety Improvement Program (HSIP), and Active Transportation Program (ATP). With EPSP in place, TCAG's FTIP functions as one large pool from which projects may be delivered at will.

Without EPSP, TCAG and Caltrans would be confined to only allow projects programmed in the current year to proceed in a given year. Any advancements of later year projects would require an amendment to the FTIP in which an equal amount of funding would need to be delayed.

The original Expedited Project Selection Procedures (EPSP) were adopted by TCAG on March 21, 2005. Subsequent updates were approved on August 20, 2007, May 17, 2010, June 18, 2012, and July 21, 2015.

### **DISCUSSION:**

Federal Regulations 23 Code of Federal Regulations (CFR) Part 450 and Title 23 of the United States Code (USC) allows for the advancement or delay of projects within the active four-year program schedule planning element of the FTIP subject to procedures agreed upon by cooperating parties. The proposed EPSP update (see Attachment 2) would apply to the following State and MPO managed programs (new programs not a part of the current EPSP are shown in bold italics).:

#### **State Managed Programs**

1. State Highway Operation and Protection Program (SHOPP)
2. Minors Program (Minors)
3. Highway Bridge Program (HBP)
4. Highway Bridge Replacement Rehabilitation Program (HBP)
5. Highway Maintenance Program (HM)
6. Active Transportation Program (ATP)

7. Highway Safety Improvement Program (HSIP)
8. Local Section 130 Grade Crossings
9. State Transportation Improvement Program (STIP)<sup>1</sup>
10. Federal Transit Administration Section 5307
11. Federal Transit Administration Section 5311
12. Federal Transit Administration Section 5339

### **MPO Managed Programs**

13. Surface Transportation Block Grant Program (STBGP)
14. Congestion Mitigation and Air Quality Program (CMAQ)

All partner agencies agree that any project identified within the 4-year program schedule planning element may be advanced or delayed in the existing Federal Statewide Transportation Improvement Program (FSTIP) subject to conditions detailed in the EPSP. Furthermore, it is acknowledged by all partner agencies that advancing or delaying projects under the proposed procedures does not invalidate the financial constraint of the 2021 FSTIP and FTIP.

### **ATTACHMENTS:**

- 1) Resolution adopting the TCAG Expedited Project Selection Procedures Update
- 2) TCAG Expedited Project Selection Procedures Update

Work Element: 604.01 Transportation Improvement Program

<sup>1</sup> Subject to amendment approval by the California Transportation Commission

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

In the matter of:

IN THE MATTER OF ADOPTING THE )	
TCAG EXPEDITED PROJECT )	
SELECTION PROCEDURES (EPSP) )	No. [2020-xxx]
UPDATE FOR THE 2021 FTIP )	

WHEREAS, the Tulare County Association of Governments (TCAG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO) and the designated Transportation Planning Agency (TPA) for Tulare County, pursuant to State and Federal designation; and

WHEREAS, TCAG is responsible for the preparation of Federal Transportation Improvement Program, Regional Transportation Improvement Program, and Regional Transportation Plan; and

WHEREAS, the Final 2021 Federal Transportation Improvement Program (FTIP) will be approved by the TCAG Board in February 2021; and

WHEREAS, TCAG desires to expedite federal and state funded projects in the 2021 FTIP; and

WHEREAS, TCAG desires to update the current adopted Expedited Project Selection Procedures, and

WHEREAS, the adopted expedited project selection procedures update is required for advancing federally funded transportation projects.

NOW, THEREFORE BE IT RESOLVED, that TCAG adopts the attached Expedited Project Selection Procedures update.

BE IT FURTHER RESOLVED, that the TCAG Chair and TCAG Executive Director are authorized to sign the attached expedited project selection procedures.

The foregoing Resolution was adopted upon motion of Member\_\_\_\_\_,  
seconded by Member \_\_\_\_\_ at a regular meeting held on the 14<sup>th</sup> day of  
December, 2021, by the following vote

AYES:

NOES:

ABSTAIN:

ABSENT:

#### TULARE COUNTY ASSOCIATION OF GOVERNMENTS

---

Pete Vander Poel  
Chair, TCAG

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Ted Smalley  
Executive Director, TCAG

## **Tulare County Association of Governments Expedited Project Selection Procedures**

The original Expedited Project Selection Procedures (EPSP) was adopted by TCAG on March 21, 2005, and subsequently amended on August 20, 2007, May 17, 2010, and June 18, 2012, and July 21, 2015.

Federal Regulations 23 Code of Federal Regulations (CFR) Part 450 and Title 23 of the United States Code (USC) allows for the advancement or delay of projects within the active four-year program schedule planning element of the Federal Transportation Improvement Program (FTIP) subject to procedures agreed upon by cooperating parties. This document certifies that the Tulare County Association of Governments (TCAG) as the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA), has in place a formal Expedited Project Selection Process (EPSP) agreed upon by all of the Region's partners.

TCAG and the California Department of Transportation (Caltrans) have implemented an EPSP for its Federal Transportation Improvement Program (FTIP), as required by Federal Regulations 23 Code of Federal Regulations (CFR) Part 450 and Title 23 United States Code (USC). Projects from the first four years of 2021 FTIP have been selected using the approved project selection procedures. An outline of these procedures is identified in the "EPSP Selection Process" table contained within this document.

All partner agencies agree that any project identified within the 4-year program schedule planning element may be advanced or delayed in the existing Federal Statewide Transportation Improvement Program (FSTIP) subject to conditions detailed in the EPSP.

### **EPSP Eligibility Criteria**

1. Projects identified within the State Transportation Improvement Program (STIP) may be advanced or delayed, however the use of the EPSP process is subject to the approval by the California Transportation Commission (CTC).
2. TCAG and Caltrans agree that the Caltrans' State Highway Operation Protection Program (SHOPP) Program Manager may advance or delay projects programmed in the adopted SHOPP project schedule upon notifying TCAG.
3. Projects funded by the Congestion Mitigation and Air Quality Program (CMAQ) and Surface Transportation Block Grant Program (STBGP) may be advanced or delayed within the 4-year program schedule planning element of the FTIP at the request of the sponsor agency and subject to the approval of TCAG.
4. Federal Transit Administration (FTA) administered funds and/or projects may be advanced or delayed within the four-year program schedule planning element of the FTIP at the request of the agency, as long as funding is available and the

change does not negatively impact the delivery or availability of funds for other projects ready for obligation.

5. The Caltrans Division of Local Assistance has implemented a project selection process in cooperation with the FHWA, TCAG, and the implementing Agency for the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), Highway-Railroad Grade Separation Program, Highway Bridge Program (HBP), Highway Maintenance Program (HM), Minor Program, Highway Safety Improvement Program (HSIP), Local Section 130 Grade Crossings Program, and Recreational Trails Program to produce the four-year FTIP, Program Schedule planning list. Projects funded through the programs listed may be advanced or delayed within the four-year element of the FTIP by the authorized Program Managers without amending the FTIP, upon notification to TCAG.

This process was developed in cooperation and consultation with the implementing agencies, the FHWA, FTA, the MPO, and the HBP Advisory Committee. TCAG and Caltrans agree that the Caltrans Division of Local Assistance may move projects within those programs identified above within the 4-year FTIP Program Schedule Planning Element without formally amending the FTIP/FSTIP.

Caltrans acknowledges that advancing projects under the preceding procedures does not invalidate the financial constraint of the 2021 FSTIP and FTIP.

TCAG Chairman and Executive Director's signature below acknowledges that advancing of projects under such agreement does not invalidate the financial constraint of its FTIP.

By \_\_\_\_\_  
Pete Vander Poel, TCAG Chairman

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

## Expedited Project Selection Procedures

Region	Project Type	Selecting Agency	Selection Procedure	Consulted/Cooperating Agency
MPO: TCAG	Projects funded with Title 23 and Federal Transit Act funds except: NHS, HBP, IM and FLHP funded projects	MPO	Consultation	State of California, TCAG, transit agencies, County of Tulare, City of Dinuba, City of Exeter, City of Farmersville, City of Lindsay, City of Porterville, City of Visalia, City of Tulare, City of Woodlake
	Projects on the Highway Railroad Grade Separation, NHS, and projects funded under the following programs: HBP, IM, HMP, HSOP, HSIP, ATP, Local Section 130 Grade Crossings, and STIP (subject to amendment approval by CTC)	State of California	Cooperation	MPO
	Projects funded with Federal Lands Highway Program (FLHP) funds	Selected in accordance with 23 U.S.C. 204		

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# Tulare County Association of Governments

## AGENDA ITEM IV-D

December 14, 2020

Prepared by Ben Kimball, TCAG Staff

### SUBJECT:

**Information:** Sustainable Communities Strategy (SCS) Regional Transportation Plan (RTP) Roundtable Appointments

### BACKGROUND:

Every 4 years TCAG updates their Regional Transportation Plan (RTP) as required by State and Federal regulations. The RTP is the highest level and most comprehensive planning document prepared by TCAG. The RTP update process has always represented a major work effort.

As part of TCAG's strategy for stakeholder participation in development of the 2022 RTP, a Public Participation Plan (PPP) for the SCS was adopted at last month's TCAG Board meeting. One of the provisions of the SCS PPP for stakeholder outreach is the establishment of an RTP Roundtable committee.

The purpose of the RTP Roundtable is to support TCAG in development and preparation of the 2022 Regional Transportation Plan and Sustainable Communities Strategy. It is vital to the success of the process that the RTP Roundtable help to generate consensus about the RTP to be based on the input of an informed and active local constituency. While the RTP Roundtable will provide comments and input on issues related to development of the 2022 RTP/SCS, the final decisions on the RTP will be the responsibility of the TCAG Board of Governors.

TCAG developed guidelines for 2022 RTP Roundtable. These Guidelines will serve to guide the development of the 2022 RTP update and adoption. They state that applications for positions on the RTP Roundtable are subject to approval by the Board. The Guidelines do not provide for a term of appointment since upon the adoption of the 2022 RTP Update the RTP Roundtable will dissolve in its current form, as it has done in the past.

### DISCUSSION:

There are no new appointments for your consideration (as of the publishing of this agenda item). We still have several vacancies. Those future appointments will be placed on the consent agenda for consideration. Current members are listed in the table shown.

Positions	Name
County of Tulare	Aaron Bock
Dinuba	Crystal Flores
Exeter	Lisa Wallis-Dutra

Farmersville	Lisa Wallis-Dutra
Lindsay	Michael Camarena
Porterville	Jason Ridenour
Tulare	Mike Miller
Visalia	Nick Mascia
Woodlake	Rebecca Griswald
LAFCo	Julie Allen
Public Transportation	Richard Tree, Dan Fox
Agriculture	Vacant
Environmental Advocate	Adam Livingston (Sequoia Riverland Trust)
Bicycle/Pedestrian advocate	Mark Wall (Southern Sierra Cyclist)
Health Advocate	Vacant
Goods Movement	Vacant
Disabled Access/ADA	Vacant
SJV Air District	Vacant
Caltrans, District 6	David Deel
Tribal Governments	Vacant
Building/Development	Mike Lane
Environmental Justice Community	Bianca Escobedo
Banking, finance or real estate	Vacant
Affordable Housing Advocate	Betsy McGovern-Garcia
Broad-based business or economic development organizations	Vacant
At-Large 1	Vacant
At-Large 2	Vacant

**RECOMMENDATION:**

No action needed

**ALTERNATIVES:**

None

**FISCAL IMPACT:**

Administration of the RTP Roundtable will be charged to the Regional Transportation Plan budget, Work Element 602.01 for the 2020/2021 fiscal year. These types of costs were anticipated and should not, in themselves, necessitate a budget adjustment.

**ATTACHMENT:**

None

## **AGENDA ITEM IV-E**

**December 14, 2020**

**Prepared by Roberto Brady, TCAG Staff**

### **SUBJECT:**

**Information:** Update on Timing and Funding Implications of the Federal SAFE Vehicles Regulation

### **BACKGROUND:**

In August, 2018, the National Highway Traffic Safety Administration (NHTSA) and Environmental Protection Agency (EPA) proposed the Safer Affordable Fuel Efficient (SAFE) Vehicles Rule. On September 27, 2019 NHTSA published a portion of the SAFE Vehicles Rule in the Federal Register as "Part One." Part One is highly significant in that it includes the withdrawal of California's preemption waiver. That is, California's ability to adopt vehicle emissions standards stricter than federal regulations applicable nationwide.

Part Two of the SAFE Vehicles Rule followed, being published on April 30, 2020. It became effective on June 29, 2020. Essentially, Part Two requires both Corporate Average Fuel Economy (CAFE) and CO2 standards to increase in stringency by 1.5% per year for Model Years (MY) 2021-2026 from 2020 levels. This replaces the previous rule that required a 5% annual increase in stringency over the same period.

Because California's current mobile source emissions model, EMFAC, did not account for the new standards applicable under the SAFE Vehicles Rule, no regional or project-level conformity determinations could be issued until EMFAC was updated.

California, along with at least 23 other states, have filed lawsuits challenging aspects of both parts of the SAFE Vehicle Rule. The lawsuits have not requested temporary injunctive relief. This means the rule remains in effect during litigation.

A more extensive summary of SAFE Vehicles Rule impacts is available on the California Association of Council of Governments (CalCOG) website.

<https://www.calcog.org/index.php?src=directory&view=legislation&submenu=PolicyTracker&srctype=detail&back=legislation&refno=10423>

The more central issue becomes the characteristics of EMFAC 2017 itself. A number of Valley MPOs have been unable to meet regional conformity with EMFAC 2017. While TCAG does appear to still meet conformity using the newer model, it can still be affected if other regions in the same air basin do not meet conformity. Valley MPO staff and our consultants are working with ARB to develop possible solutions. A new version of EMFAC (202x) is under development. Testing has begun on a beta version in which MPO staff and consultants are participating. Emphasis is currently on the functionality of the new software. ARB is still updating the data needed to run actual emissions scenarios. It may be possible to shift straight to that model and bypass EMFAC 2017 if the new model shows better results. The Southern California Association of Governments (SCAG), the largest MPO in the nation, is also having issues with EMFAC 2017. This means the matter should continue to receive high priority from ARB and other state agencies.

In late August, ARB released a new version of EMFAC 2017 (v. 1.0.3) and a new web platform. The issues addressed in this update may be of importance to MPOs as they include input of custom speed profiles over multiple years. This is relevant to regional conformity modeling. Testing of TCAG's current regional transportation scenarios shows minimal change due to the update and does not affect our ability to demonstrate conformity.

## **DISCUSSION:**

On November 20, 2019, the California Air Resources Board (ARB) published off-model adjustment factors for EMFAC output intended to replicate the effects of the implementation of SAFE Vehicles Rule. This was proposed as a way to make conformity determinations for non-exempt plans and projects possible until the emissions model itself could be updated. EPA indicated their concurrence with the off-model adjustment factors in a letter dated March 12, 2020. More recently, they indicated verbally, concurrence that the off-model adjustments also addressed the effects of Part 2. As long as this concurrence holds, federal agencies can approve conformity determinations in California and implications to transportation funding can be avoided. As of the publishing of this agenda item, no significant changes have occurred affecting SAFE Vehicle Rule implementation by California MPOs. Staff will report subsequent changes, if any, at the meeting. The federal concurrence applies to adjustment factors for both EMFAC 2014 and EMFAC 2017. California MPOs, including TCAG, are transitioning to EMFAC 2017 as the model required for developing conformity demonstrations.

The change in the White House resulting from the November elections signals a drastic change in federal environmental priorities. The new administration is expected to make the regulation of greenhouse gas emissions a top priority. The SAFE Vehicles Rule will certainly be targeted for replacement. However, just as it took years to replace certain Obama-era regulations through formal rulemaking, the same will be true of replacing the current administration's regulations, especially as Congress will likely continue to be divided on these issues.

Staff will continue to carefully monitor and report on developments that affect transportation planning and infrastructure funding. These will include known issues such as the SAFE Vehicles rule and emissions modeling discussed above as well as potential new issues arising from shifting legislative and regulatory priorities at various governmental levels.

## **ATTACHMENT(S):**

None

## AGENDA ITEM IV-F

December 14, 2020

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)**, formally 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 \$6.1 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.

**Federal Transit Administration (FTA) Funds** are another invaluable resource to agencies in Tulare County. There are several funding sources under FTA that provide both operating and capital funds for urban and rural transit providers. Some funding is also provided to non-profit human services agencies in Tulare County as well.

### 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. Beginning in fiscal year 22/23, TCAG will begin distributing federal STBGP funds on a competitive basis. The first call for projects is scheduled for spring of 2021. Selected projects will be programmed in the 2021 FTIP. STBGP funds in fiscal years 20/21 and 21/22 remain committed to three projects described in the table below.

## CMAQ

<b>FY</b>	<b>Agency</b>	<b>Project Name</b>	<b>Project Description</b>	<b>Amount of STBGP Funds</b>
20/21	Visalia	Tulare Avenue Rehabilitation	In City of Visalia, on Tulare Avenue from Demaree Avenue to Cotta Street; rehabilitate roadway	\$1,834,000 Construction
21/22	County of Tulare	Avenue 152 Rehabilitation Project	Near community of Tipton, on Avenue 152 between the road alignment of Road 136 and Road 168; rehabilitate roadway	\$1,775,000 Construction
22/23	Caltrans	Tulare City Widening	In city of Tulare, on State Route 99 from Prosperity Avenue to Paige Avenue, widen from 4 to 6 lanes and operational improvements to Paige Avenue interchange.	\$3,000,000 Right of Way

Two roundabout projects are scheduled for obligation this year and are currently on schedule for submittal by April 1, 2021:

City of Dinuba: **Roundabout at Alta and Nebraska**

- CMAQ: \$1,015,000      Match: \$635,000

City of Woodlake: **Roundabout at Sierra and Castle Rock**

- CMAQ: \$1,970,000      Match: \$518,000

## August Redistribution

Each year, when certain federal transportation funding remains unspent before deadlines, those funds revert to a federal pool and are redistributed to states like California that have completed all requirements and are prepared to use the additional federal funds before the end of the federal fiscal year. This process is known as August Redistribution. These funds are distributed to Caltrans and to local transportation agencies, like TCAG. The TCAG region received over \$1.2 million in August Redistribution funds in FY19/20. This is the largest amount of August Redistribution funds ever received by TCAG. Over the last three fiscal years, TCAG has averaged \$450,000.

## **ATTACHMENT:**

None

## **AGENDA ITEM V-A**

**December 14, 2020**

**Prepared by Gabriel Gutierrez, TCAG Staff**

### **SUBJECT:**

**Information:** Draft 2021 Federal Transportation Improvement Program (FTIP) and Corresponding Air Quality Conformity Analysis

### **BACKGROUND:**

The FTIP is a four-year program of federally funded and regionally significant transportation projects. It is updated every two years and is submitted to Caltrans to be included in the Federal Statewide Transportation Improvement Program (FSTIP). These federal projects are reviewed and approved by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The FTIP is subject to federal air quality conformity rules established by the Environmental Protection Agency (EPA).

Tulare County, along with the other seven counties in the San Joaquin Valley (SJV), rests in the San Joaquin Valley Air Basin. The air basin is classified as being a “non-attainment” area; air quality standards are not met for ozone and particulate matter. Due to the unique nature of air quality issues in the San Joaquin Valley, all eight Metropolitan Planning Organizations (MPOs) coordinate and work together on many transportation planning issues, procedures, and processes. The SJV MPOs work together with state and federal partner agencies via a robust Interagency Consultation Process.

The Air Quality Conformity process evaluates projects planned in Tulare County through a travel model and an air quality emissions model. The Environmental Protection Agency (EPA) sets budgets, by pollutant, for air basins that must not be exceeded. Exceeding pollutant budgets can have serious sanctions and even lead to the withholding or loss of federal funds.

### **DISCUSSION:**

Metropolitan Planning Organizations, such as TCAG, are the stewards of the Federal Transportation Improvement Program (FTIP). The purpose of the FTIP is to identify all transportation-related projects that require federal funding or other approval by the Federal Highway Administration (FHWA) or the Federal Transit Administration (FTA). The 2021 FTIP will cover the next four fiscal years (FFY 20/21 through FFY 23/24). The FTIP also identifies all nonfederal, regionally significant projects for information and air quality emissions modeling purposes. The FTIP presents the area's short-term plan for use of federal dollars and other resources for the maintenance, operation, and improvement of the transportation system and the achievement of federal air quality standards over the next four federal fiscal years. Existing projects that are not obligated in the current 2019 FTIP are carried forward into the 2021 FTIP as well as the projects recently adopted in the 2020 State Transportation Improvement Program (STIP). The typical funding programs associated with the FTIP include the STIP, State Highways

Operations and Protection Program (SHOPP), Highway Bridge Program (HBP), Federal Transit Administration Programs (FTA), Congestion Mitigation and Air Quality Program (CMAQ), Surface Transportation Block Grant Program (STBGP), Highway Improvement Program (HIP), Active Transportation Program (ATP), and Highway Safety Improvement Program (HSIP).

As a result of the COVID-19 pandemic, the submittal and adoption deadlines have been postponed until March 2021. Following this agenda item, the public hearing for the 2021 FTIP and corresponding air quality conformity document will be held and comments from the public will be received by the Board. Responses to all comments received will be incorporated into the final 2021 FTIP and air quality conformity document which will be brought back to the TCAG Board on February 22, 2021 for final adoption.

All documents are posted on TCAG's website ([www.tularecog.org](http://www.tularecog.org)). Hard copies will be provided upon request.

#### **ATTACHMENTS:**

1. Draft 2021 Federal Transportation Improvement Program and Draft Corresponding Air Quality Conformity Analysis

**Due to the file size, this attachment is available under separate cover and can be found on the TCAG website at:**

<https://tularecog.org/tcag/about-us/committees/tulare-county-association-of-governments-tulare-county-transportation-authority-tcag-tcta/>



## AGENDA ITEM V-C

December 14, 2020

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 December 2<sup>nd</sup>-3<sup>rd</sup>. The next CTC meeting will also be held via webinar/teleconference on January 27<sup>th</sup>-28<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:

#### December CTC Meeting

##### *Local Partnership Program (LPP):*

Programming of \$9 million of competitive LPP funding for the construction of the SR-99/Commercial Interchange.

##### *Active Transportation Program (ATP):*

Allocation of \$1 million for the construction of the Greenway Belt Trail connection on the east side of Visalia, north of SR-198.

#### October CTC Meeting

##### *Active Transportation Program (ATP):*

Allocation of \$263,000 for the right of way phase of complete street improvements project in Ivanhoe on Rd 160 between Ave 328 & 332.

##### *State Highway Operation and Protection Program (SHOPP):*

Allocation of \$840,000 at various locations in Tulare and other counties for the design phase of replacing or installing new curve warning signs

Caltrans delegated allocation of \$2.7 million on SR65 from Kern County line to Olive Ave and SR190 at various locations to construct centerline and shoulder rumble strips and install high visibility striping.

## 2020 RTIP/STIP

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

### **2020 RTIP/STIP**

<b>Project</b>	<b>Agency</b>	<b>Phase</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
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

### **ATTACHMENTS:**

None

## Tulare County Association of Governments

### **AGENDA ITEM V-D**

**December 14, 2020**

**Prepared by Brideget Moore, TCAG Staff**

#### **SUBJECT:**

**Information:** Introduction of the 2022 Public Participation Plan

#### **BACKGROUND:**

The 2022 Public Participation Plan is used to solicit public comment on transportation-related issues of Tulare County for the Regional Transportation Plan (RTP). The Public Participation Plan is used to solicit public comment on transportation-related issues of Tulare County including updates and amendments to the Federal Transportation Improvement Program (FTIP) and Regional Transportation Plan (RTP). The Public Participation Plan was developed as part of the requirements from the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). The 2022 Public Participation Plan is an update to the previously adopted 2018 Public Participation Plan.

#### **DISCUSSION:**

The Draft 2022 Public Participation Plan was distributed via e-mail to local, state and federal agencies, notice of the availability of the Plan on the TCAG website was emailed to everyone on the TCAG emailing list and to the Tule River Tribe, posted to social media and notice was posted in the local newspaper. The public comment period will begin on Monday, December 14, 2020 and a public hearing regarding the Draft Plan will be held at the TCAG Board Meeting in January.

#### **FISCAL IMPACT:**

There are no fiscal impacts with the adoption of the 2022 Participation Plan.

#### **ATTACHMENTS:**

1. Draft 2022 Public Participation Plan

**Due to the file size this attachment is available under separate cover and can be found on the TCAG Website at:**

<https://tularecog.org/tcag/about-us/committees/tulare-county-association-of-governments-tulare-county-transportation-authority-tcag-tcta/>

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## Tulare County Association of Governments

### **AGENDA ITEM V-E**

**December 14, 2020**

**Prepared by Benjamin Kimball, TCAG Staff**

#### **SUBJECT:**

**Information:** Introduction of the 2020 Tribal Public Participation Plan

#### **BACKGROUND:**

The 2020 Tribal Public Participation Plan is used to solicit public comment on transportation-related issues of Tulare County for matters regarding the Tule River Tribe as part of the Regional Transportation Plan (RTP). Having an outreach plan for the tribe, separate from the Public Participation Plan used for the RTP allows TCAG to focus on the unique needs of the tribe and craft outreach to meet their specific circumstances. This is a way of planning outreach that has not been attempted at TCAG in prior years.

#### **DISCUSSION:**

The Draft 2020 Tribal Public Participation Plan was distributed via e-mail to local, state and federal agencies. Notice of the availability of the Plan on the TCAG website was emailed to everyone on the TCAG emailing list and to the Tule River Tribe, was posted on social media and notice was posted in the newspaper. The public comment period began on Wednesday, December 2, 2020 and a public hearing regarding the Draft Plan will be held at the TCAG Board Meeting in January.

#### **FISCAL IMPACT:**

There are no fiscal impacts with the adoption of the 2020 Tribal Participation Plan.

#### **ATTACHMENTS:**

1. Draft 2020 Tribal Public Participation Plan

## **Tulare County Association of Governments 2022 Regional Transportation Plan (RTP) Tribal Outreach Strategy**

### **Introduction**

The United States Constitution and treaties recognize Native American communities as separate and independent sovereign nations within the territorial boundaries of the United States. In the Tulare County Region, there is one federally recognized tribal government. Federal legislation requires that federally recognized tribal governments be consulted in the development of Regional Transportation Plans (RTP) and programs (23 U.S.C. §450.312). In particular, the current federal transportation authorization – the Moving Ahead for Progress in the 21st Century (MAP-21) – reinforces federal emphasis on tribal government participation. President Obama, in his November 5, 2009 Memorandum on Tribal Consultation (Federal Register, Vol. 74, No. 215, November 9, 2009), reiterated the directive for public agencies to incorporate tribal consultation into their plans and programs in a timely and meaningful manner. At the state level, Governor Edmund G. Brown Jr.'s administration emphasized the importance of tribal-state relations through the creation of the Office of the Tribal Advisor (Executive Order B-10-112 ) in 2010. The Tribal Advisor's charge is to serve as a direct link between the tribes in California and the Governor; facilitate communication and consultations between tribes and State Agencies; and, review state legislation and regulations affecting tribes and provide recommendations.

At the regional level, there are minimal guidelines for consultation. How consultation should occur is left to the Metropolitan Planning Organizations (MPOs) and the tribal governments. Over the last decade, the Tulare County Association of Governments, as an MPO, has forged a strong working relationship with the Tule River Tribe based on a framework of communication, service, and joint projects. With each cycle of the RTP process, TCAG has engaged the Tribe in soliciting comments on issues regarding policy, scenario selection and project selection. TCAG has made presentations at the tribal Council Meetings, engaged in active transportation awareness at the reservation and worked with the City of Porterville to provide a number of transportation projects and services.

Caltrans was the first state agency in California to enact an agency-wide policy on tribal consultation. Its objectives are to: (a) establish close coordination and early project involvement with tribal governments to streamline funding, environmental, and project delivery processes in areas on or near reservations; (b) ensure that Caltrans programs do not adversely affect important California Native American sites, traditions, or practices; (c) encourage cooperation between other agencies and local tribal governments; (d) assist with training, information dissemination, and project delivery; and (e) consider the Tribal Employment Rights Ordinance (TERO) from individual tribes for employment and

contracting opportunities for Native Americans on Caltrans projects on or near reservations.

Led by TCAG, the Regional Plan combines an overall vision for the region's future with an implementation program to make the vision a reality. As the Tulare County Region's MPO, TCAG is responsible for developing an RTP every four years. Each cycle of the RTP is an iterative process in which the region's long-term transportation goals and project priorities are revisited and discussed through a public involvement process among diverse stakeholders. The most recent RTP was approved by the TCAG Board of Directors in June 2018 and the next is anticipated to be approved in June 2022.

## **Tule River Tribal Background** *(Provided by Gelya Frank of the Tribe).*

### History

When gold was discovered in 1848, California was under American military occupation in the war against Mexico. Thousands of American prospectors poured into the territory. California statehood followed in 1850 and everything changed for the native people of the Great Central Valley. Although Spain, and later Mexico, had sent forays into the interior of California for a century and a half, the Indians of the foothills of the Sierras were relatively well protected. There were the safest of any California Indians from military expeditions, capture, and forced conversion at the missions. With the Gold Rush and California statehood, disease decimated the population. The ravages of disease were compounded by injustice and starvation. In 1860 the Indian population in California was only 20% of what it had been ten years earlier.

### Stories & Legends

Many of the Stories told by the Elders of the Tule River Indian reservation have been handed down from generation to generation. Almost all of these stories reflect the ways and life of the Tule River Tribes. All of the stories however, carry a strong message to the youth and adults in the region. Significant historical facts on these stories come from Painted Rock. This is a formation located next to the Tule River, on the Reservation.

### Arts & Crafts

In the old days, basket weaving was not only a common practice but a necessity of every day life. Baskets were used for cooking, gathering and storage. "Baskets were the early Tupperware," says Basket Weaver and Tule River Tribal Member Nicola Larsen. Baskets are made of various materials available on the reservation, such as pine needle, willow, sour berry, etc. Today, Basket weaving is a revived skill that is practiced amongst various Tule River Tribal members.

### Language

At one time, there were many different dialects spoken amongst the original inhabitants on Tule River Indian Reservation. Today, some Tule River Tribal members still teach and practice their tribe's dialect to continue the culture. Denise Hunter teaches members of the community the Yowlumne dialect, with some Wukchumne. Her classes are held on Wednesdays at 4pm. For more information she may be contacted at 559.784.0973. Nicola Larsen has been teaching the Yowlumne dialect since 2002. This is a tradition she has carried on from her great grandmother Mary Santiago. Nicola not only covers language, but continues to teach other cultural practices such as acorn making, milk weed fiber making, songs, and so much more. All tribal members are welcome. Her classes are held in a trailer right behind the Education Center every Wednesday at 5pm and every Saturday at 10:30am

## Economic Development

The Tule River Economic Development Corporation (TREDC), organized in the state of California and located in Porterville, CA on Tule River Trustee Land. TREDC is a non-profit organization that is owned by the Tule River Indian Tribe, and governed by a Board of Directors comprised by the Tule River Tribal Council. Having started Tule River Economic Development Corporation years prior to the advent of Indian gaming, it is now situated to help the Tribe diversify its revenue potential as well as employment opportunities for members of the Tribe. TREDC's business model is hierarchical with leadership and management oversight of day-to-day operations coming from the Chief Executive Officer (CEO) and the Executive Staff. TREDC operates businesses with onsite management for superior customer service. Current Economic Development Projects Include:

- Arrow Falcon Exporters, Inc.
- The Oak Pit
- Eagle Feather Trading Post #1
- Eagle Feather Trading Post #2 (Outside of the Tulare County Region)
- Burger Box

## Planning and Transportation Issues

A number of planning issues surround this reservation, as it is located in a remote area far from major highways. Inadequate access to and from the reservation often results in a lack of economic opportunities, as well as insufficient health, social, and cultural services.

Gaming is a traditional social activity among many tribal nations; however, tribal gaming enterprises expanded exponentially nationwide in the early 1990s as a result of the passage of the Federal Indian Gaming Regulatory Act (IGRA). The IGRA was the result of a legal battle between the Cabazon Band of Mission Indians and the State of California over the issue of the definition of sovereignty. The State claimed that Cabazon was



violating state anti-gambling laws, while the tribe asserted its sovereign right to pursue its own economic interests. In 1987, the United States Supreme Court ruled in favor of Cabazon, prompting Congress to pass a federal gaming regulatory act to define how gaming should be conducted nationwide and what role the states should have in that activity. The Tule River Tribe owns and operates a Casino and associated uses on the reservation, but has plans for a new casino on their trust land adjacent to the Porterville Airport and emerging business park. The existing casino provides jobs and economic development for the tribe and its members. Getting casino customers up the hill on narrow, winding roads has been a challenge since the casino was constructed. Although improvements to the road have been made over the years, and the City of Porterville has contracted with the Tribe to provide transit service to and from the casino, the Tribe has worked for years on a plan to relocate it.

The City of Porterville is the closest community to the reservation. Many tribe members live, work and recreate in Porterville and many of their children attend Porterville schools. The City of Porterville has a long-standing relationship with the tribe and contracts with them to provide needed services, including transit. When plans for a new casino near the airport first emerged, the City and Tribe created a Joint Powers Agreement to manage the roads and land within the city limits that were adjacent to the proposed site. This organization was funded by both parties and has an elected board.

As the Porterville Industrial Park has grown, access to the area has become an issue of major concern. Existing road and highway access has historically been inadequate to serve the existing and proposed truck trips from the businesses, as well as passenger vehicles from the new Sports Park and Fair Grounds. The construction of a casino in that area would put added strain on a system already struggling. There is little in the way of transit service to this area and current active transportation routes don't extend that far west or south.

Projects being considered in the upcoming 2022 Regional Transportation Plan

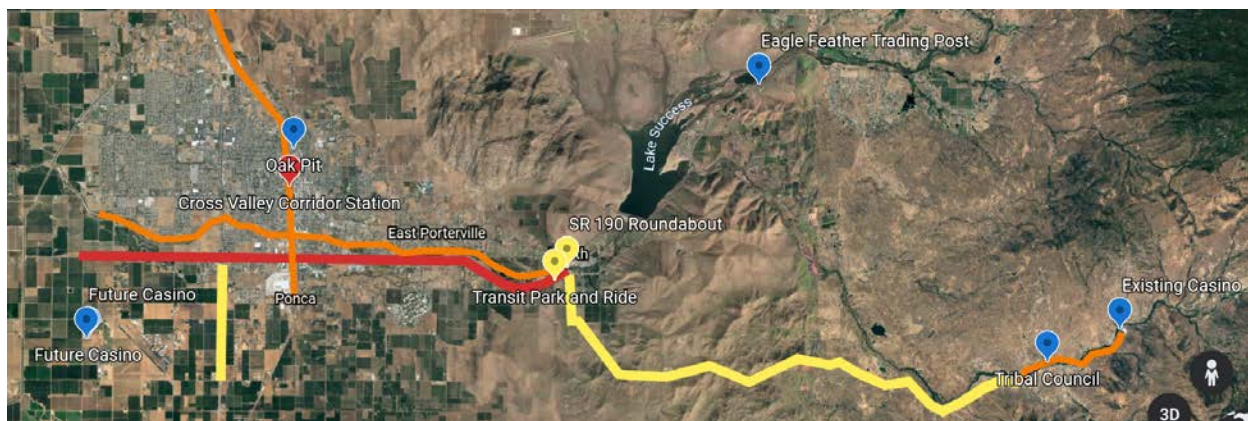
In order to help the tribe meet its economic development, safety, and environmental goals, TCAG has been partnering with the City of Porterville, Tulare County and Caltrans to help improve the transportation system in that area.

Past projects that benefit the tribe are shown on the map in yellow and include:

- Operational improvements to Reservation Road
- New Roundabout at SR 190 and Reservation Road
- Park and Ride lot at SR 190 and Reservation Road for transit buses serving the reservation.
- Widening of SR 65 from SR 190 to Teapot Dome Avenue, providing greater access to the industrial park.

Projects being considered in the future are shown on the map in red for roads and orange for active transportation, and include:

- Active Transportation Program funding for sidewalks in the reservation.
- SR 190 Corridor enhancements, per a recent corridor plan.
- Extension of the Tule River Parkway, giving greater access to the west of Porterville on foot or bike.
- The Butterfield Stagecoach Corridor project, bringing an active transportation trail through the community that will provide access to the north eastern portion of the industrial park and serve the Oak Pit restaurant owned by the tribe.
- Cross Valley Corridor Station, bringing people into the area using an alternate mode.



## Past Outreach Efforts

Successful outreach for Regional Planning with the Tribe is a mixture of outcomes. We have had successes with some approaches and lacked successful interaction with others.

For years, the tribe has been a member of the TCAG Technical Advisory Committee. The tribe receives regular agendas and monthly meeting information and is invited to participate. Meetings include reviews of all official TCAG business and solicitations of comments by member agencies on all TCAG actions. However, the tribe does not want to participate on this committee, nor do they attend the meetings. Invitations and encouragement to attend continue regularly.

The tribe has also been invited to participate in past RTP Roundtables as a voting member. The Roundtable reviews the work done in preparation of the RTP and makes recommendations to the TCAG Board on related items including policies, scenarios and projects. During the 2018 the tribe was unwilling to participate on the Roundtable, even

when given the option of calling into the meeting to avoid a long trip to the meeting site. During the initial stages of the 2022 RTP, the tribe has already expressed that they will not be participating in Roundtable or other related meetings. Their stated reason was concern over COVID and lockdowns, and the struggles having sufficient staff during these times to do the work, even when given teleconferencing opportunities.

What has worked well in recent efforts is physically going to the reservation and meeting with them at their facilities. During the 2018 RTP outreach efforts TCAG attended a Tribal Council meeting to give and update on the plan and solicit their input on a preferred scenario. The Council was pleased to get this report and offered excellent advice. Meeting their staff at the reservation to examine the sites for an active transportation project went well too. A short time after that, TCAG held a bike rodeo to build awareness in youth on bike safety principles and connect with the community. There was a great deal of support from the tribe and the families there for this event.

This is not unlike the results TCAG has seen with outreach to other groups: not much success bringing them to workshops, but a lot of success when we “go where they already are.”

## **Upcoming Outreach Efforts**

As the tribal reservation continues to develop, the need for establishing a government-to-government framework at a regional level has become increasingly apparent. The tribe operates under independent constitutions, has their own system of governance, and establishes and administers their own laws. This sovereign status of tribal governments dictates that the United States, and all agencies operating within it, is expected to engage in government-to-government relationships with Native American tribes. Government-to-government interaction with Native American tribes should follow the principles of coordination, cooperation, and consultation.

Having learned a great deal from the successes of past outreach efforts, TCAG will be engaging the tribe to the maximum extent possible during the 2022 RTP process. Specifically, TCAG will be:

- Continuing efforts to include the tribe in the monthly Technical Advisory Committee
- Continuing efforts to include the tribe in the RTP Roundtable and its meetings
- Continuing efforts to include the tribe in the Rural Communities Committee (focused on environmental justice issues)
- Working with FHWA and Caltrans staff to better understand tribal needs and effective communication techniques
- Contacting the tribe to ask them how they would like to be involved in this process this time around

- Attending Tribal Council meetings to present plan updates and solicit feedback (as far as quarantine measures allow)
- Conduct another bike rodeo to further promoted bike safety and solicit feedback from participants on important RTP issues
- Work in tandem with the City of Porterville to communicate with the tribe and partner on the preparation of plans and projects
- Use Facebook ads and other social media to reach residents directly with plan updates and solicit feedback

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

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**Executive Minutes October 19, 2020**

Board Members	Alternates	Present Member/Alternate	Agency
Kuyler Crocker ( <i>Chair</i> )	Paula Clark	<b>M</b>	Tulare County-Dist. 1
Pete Vander Poel	William Cushing	<b>M</b>	Tulare County-Dist. 2
Amy Shuklian	Bill Whitchlatch	<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	<b>M</b>	City of Farmersville
Pamela Kimball	Brian Watson		City of Lindsay
Martha A. Flores	Milt Stowe	<b>M</b>	City of Porterville
Terry Sayre	Carlton Jones	<b>M</b>	City of Tulare
Bob Link ( <i>Vice-Chair</i> )	Phil Cox	<b>M</b>	City of Visalia
Rudy Mendoza	Emmanuel Llamas	<b>M</b>	City of Woodlake
Greg Gomez	Virginia Gurrola	<b>M</b>	Rep. from Public Transit
Tyrone Holscher	Shae Gowin	<b>M</b>	Member-At-Large*
Walter Stammer Jr.	Pamela Whitmire	<b>A</b>	Member-At-Large*
Wanda Ishida	Marlene Sario		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.

**Counsel and TCAG Staff Present (X)**

<input checked="" type="checkbox"/> Jeff Kuhn, Tulare County Deputy Counsel	<input type="checkbox"/> Kasia Thompson, Associate Regional Planner
<input type="checkbox"/> Ted Smalley, Executive Director	<input type="checkbox"/> Steven Ingoldsby, Associate Regional Planner
<input type="checkbox"/> Benjamin Kimball, Deputy Executive Director	<input type="checkbox"/> Giancarlo Bruno, Regional Planner
<input type="checkbox"/> Benjamin Giuliani, Executive Officer-LAFCO	<input type="checkbox"/> Gail Miller, Associate Regional Planner/EH
<input type="checkbox"/> Leslie Davis, Finance Director	<input type="checkbox"/> Barbara Pilegard, Associate Regional Planner/EH
<input 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, Accountant III
<input type="checkbox"/> Mark Hays, Senior Regional Planner	<input type="checkbox"/> Brideget Moore, Staff Services Analyst
<input type="checkbox"/> Derek Winning, Senior Regional Planner	<input type="checkbox"/> Amie Kane, Administrative Clerk II
<input type="checkbox"/> Gabriel Gutierrez, Senior Regional Planner	<input type="checkbox"/> Servando Quintanilla, Administrative Clerk

**I. WELCOME**

The Tulare County Association of Governments Board Meeting was called to order by Chair Vander Poel at 1:00 p.m. on October 19, 2020 at the Tulare County Board of Supervisors, 2800 W. Burrell Avenue, Visalia, CA, 93291.

**II. PLEDGE OF ALLEGIANCE**

Chair Vander Poel 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-B

**A. Action: Approve Sustainable Communities Strategy (SCS) Regional Transportation Plan (RTP) Roundtable Appointments**

**B. Action: Adoption of Resolution: Approve Updated 2020 Title VI Program**

Upon a Motion by Member Link, and seconded by Member Shuklian, the Transportation Policy Advisory Committee unanimously approved the Transportation Consent Calendar Action Items IV-A through IV-B. Absent: Flores, Reynosa, Kimball, and Ishida.

**C. Information: Senate Bill (SB1) Competitive Programs Update**

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

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

**A. Information: Draft Surface Transportation Block Grant Program Competitive Project Selection Guidelines and Application Form**

Mr. Gutierrez reported that in accordance with the recommendation from FHWA, TCAG staff prepared the draft STBGP competitive project selection guidelines and application form. Since the draft was completed the documents were made available for review and comments to the eligible recipients, Caltrans District 6, Caltrans HQ, and FHWA and Mr. Gutierrez explained that the item would be brought back in December for approval.

**B. Information: Update on 2020 Transportation Management Area Federal Planning Certification Review and Planning Efforts**

Mr. Smalley provided an overview of the review and planning efforts, highlighting the executive summary findings and dispositions from the certification review.

**C. Information: Update on Timing and Funding Implications of the Federal Safer Affordable Fuel-Efficient (SAFE) Vehicles Regulation**

Mr. Brady provided the monthly update for the ongoing SAFE Vehicle rule. Mr. Brady reported that as long as concurrence holds, federal agencies can approve conformity determinations in California and implications to transportation funding can be avoided. Mr. Brady explained although TCAG does appear to still meet conformity, it would still be affected if others regions in the same air basin did not. Mr. Brady explained that he would continue to carefully monitor and report on the unfolding developments.

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

Mr. Smalley reported on the programming and allocation funds for various projects within Tulare County. Mr. Smalley stated that the more awarded grants would be announced during the December CTC meeting.

**E. Information: Caltrans Monthly Report**

Mr. Navarro provided an overview of various Caltrans projects being conducted within Tulare County.

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

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

Upon a Motion by Member Mendoza, and seconded by Member Townsend, the Transportation Policy Advisory Committee unanimously reaffirmed all actions while sitting as the Transportation Policy Advisory Committee. Absent: Reynosa, Kimball, and Ishida.

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

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

**A. Action: Minutes of September 21, 2020 TCAG Board Meeting**

- B. Action: Minutes of September 17, 2020 TCAG Technical Advisory Committee Meeting**
- C. Action: Cancel the November Tulare County Association of Governments (TCAG) and the Technical Advisory Committee (TAC) Meetings**
- D. Action: Adoption of Resolution: Approval of Amendment No. 5 to the 2020/2021 Overall Work Plan (OWP) and Sign Federal Aid Program Disadvantage Business Enterprise (DBE) Updated Procedures**

Upon a motion by Member Valero, and seconded by Member Shuklian, the Association unanimously approved the Association Consent Calendar Items VII-A through VII-D. Absent: Reynosa, Kimball, and Ishida.

## **VIII. ASSOCIATION ACTION/DISCUSSION ITEMS**

### **A. Information: Legislative Update**

Mr. Kimball stated that the main focus right now is anticipating the election results next month, November 2020.

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

No representative present, report not given.

### **C. Presentation: Report from Assemblyman Mathis' Office**

No representative present, report not given.

### **D. Presentation: Report from Senator Hurtado's Office**

No representative present, report not given.

### **E. Action: Adoption of Resolution: Consultant Selection for Preparation of the Program Environmental Impact Report (PEIR) for the 2022 Regional Transportation Plan and Sustainable Communities Strategy (2022 RTP/SCS)**

Mr. Gutierrez explained that consultant services were being sought to prepare the Program Environmental Impact Report (PEIR) for the 2022 Regional Transportation Plan (RTP). Mr. Gutierrez reported that a request for proposals was released back in July and two proposals had been received; from Rincon Consultants, Inc. and Impact Sciences, Inc. After careful review and consideration based on the evaluation criteria and scoring Mr. Gutierrez stated that staff had recommended selection of Rincon Consultants, Inc. for the preparation of the PEIR for the 2022 RTP.

Upon a Motion by Member Valero, and seconded by Member Shuklian, the Association unanimously approved the selection of Rincon Consultants, Inc. as recommended. Absent: Reynosa, Kimball, and Ishida.

### **F. Information: Regional Transit Coordination Update**

Ms. Forte announced that the Tulare County Regional Transit Agency (TCRTA) would be holding a scheduled meeting at 3:00 p.m., October 19<sup>th</sup> and would be reviewing the implementation plan. Ms. Forte explained that TCRTA had designated Policy & Procedures, Finance, and Technical Operations to each work as subcommittees to assist with transition planning to consolidate services.

### **G. Information: Update on 2020 Census Complete Count Outreach**

Mr. Brady stated that the 2020 Census officially ended the previous Thursday and as the Census concludes final reported numbers would be collected and reported back to the Board in the coming months.

### **H. Action: Authorize Staff to Submit Application for the Clean Mobility Options Voucher Program to Expand Miocar Services to Farmersville, Lindsay and Porterville**

Ms. Forte explained that a voucher program called Clean Mobility Options could be a funding opportunity available to expand the Miocar services into the cities of Farmersville, Lindsay, and Porterville. Ms. Forte stated that TCAG staff request to submit a Clean Mobility Options application for Famersville, Lindsay, and Porterville. Ms. Forte noted that if the Board approves the application submittal and agreement would be entered into with Self-Help Enterprises (SHE) specifying that SHE would be responsible for implementing the expanded services.

Upon a Motion by Member Valero, and seconded by Member Flores, the Association unanimously approved Item VIII-H as recommended. Abstained: Boyer; Absent: Reynosa, Kimball and Ishida.

## **IX. CORRESPONDENCE**

### **1. California Air Resources Board (CARB) Evaluation Letter**

Mr. Smalley stated that the letter was approving TCAG's 2018 RTP/SCS plans.

## **X. OTHER BUSINESS**

### **A. Information: Item from Staff**

#### **1. TCAG Director's Report**

Mr. Smalley explained that for the closed session Members must register ahead of time for security and to participate through Zoom. Mr. Smalley announced that the Measure R Strategic Work Plan would be presented by Ms. Davis shortly during the TCTA meeting and that Staff had begun preparations for the 2022 Regional Transportation Plan.

#### **2. Other Items**

None

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

#### **1. Tulare County Water Commission Update**

Ms. Flores reported that Mr. Ross Miller had presented an informative report on Tulare County flood control preparations, legislative review was discussed, and the next meeting is scheduled for November 9, 2020.

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

Member Mendoza was not present, no report was given.

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

Member Shuklian reported that the September meeting was held and much discussion was had on how COVID-19 had been reducing ridership, and that set routes had been reduced.

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

Member Valero reported that the meeting had been canceled and would provide an update after the next meeting was held.

#### **5. TCAG Transit Report**

Member Gomez reported that the transit agencies had meet earlier in the month and work is continuing towards consolidation. Member Gomez explained that since COVID-19 precautions had been a focus and providing transit solutions to help homeless populations that had been housed at the 99 Palms Hotel for shelter was ongoing.

#### **6. Other Items**

None

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

None

## **XI. CLOSED SESSION**

Chair Vander Poel adjourned for Closed Session

## **XII. ADJOURN**

The TCAG Meeting was adjourned at approximately 1:58 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**  
**October 15, 2020 – Summary Meeting Minutes**

**ATTENDANCE LIST**

City of Dinuba	George Avila
City of Exeter	Eddie Wendt
Cities of Farmersville, Woodlake	Lisa Dutra-Wallis
City of Lindsay	Michael Camarena
County of Tulare	Johnson Vang
City of Porterville	Javier Sanchez
City of Tulare	Jan Bowen
City of Visalia	Dolores Verduzco
Tule River Indian Reservation	<i>Absent</i>
TCAG	Roberto Brady
Caltrans	Lorena Mendibles

**Others Present:**

**TCAG Staff Present:** Gail Miller, Benjamin Giuliani, Steven Ingoldsby, Gabriel Gutierrez, Leslie Davis, Ted Smalley, Elizabeth Forte, Brideget Moore and Servando Quintanilla Jr Recording.

**SUMMARY MEETING MINUTES**

(Minutes reflect agenda items discussed only)

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**I. CALL TO ORDER & WELCOME:**

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

All action and informational documents were distributed for review and discussion. All actionable items would be voted on at the next Tulare County Association of Governments (TCAG) Board meeting, scheduled for October 19, 2020.

**III. PUBLIC COMMENTS**

Mr. Brady opened up public comment and closed with no public comment.

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

**A. Action: Approve Sustainable Communities Strategy (SCS) Regional Transportation Plan (RTP) Roundtable Appointments**

Ms. Miller stated that the guidelines had been develop which includes stakeholders, and as of September 19, 2020 TCAG had received two application from Bianca Escobedo and Emma De La Rosa to fill the positions for the Environmental Justice Community vacancy, and future appointments will be placed on consent calendar for consideration.

**B. Action: Adoption of Resolution: Approve Updated 2020 Title VI Program**

Ms. Forte detailed that this was the adoption of TCAG's 2020 Title VI program and this was the third Title VI Program, and the attachment had a few sections regarding notices, and complaint process, and TCAG has not yet received a complaint.

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

Mr. Gutierrez reported that TCAG is waiting for results from two Funding Programs the Local Partnership Program and Trade Corridor Enhancement Program and announcements for awards would come November 12.

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

Mr. Gutierrez explained that the STBGP would transition into a competitive project selection process and the next two years funds had already been programed.

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

**A. Information: Draft Surface Transportation Block Grant Program Competitive Project Selection Guidelines and Application Form**

Mr. Gutierrez gave an update on applications and guidelines for the Surface Transportation Block Grant Program Competitive Project Selection, with comments sent to TCAG and one area to address was congestion management, by seeking direction from the Board on this issues was the option to see how point are scored.

**B. Information: Update on 2020 Transportation Management Area Federal Planning Certification Review and Planning Efforts**

Mr. Smalley reported on the summary for FHWA Certification Review that stated findings, corrective action, and disposition and TCAG would address the areas of corrective action, which one was explained in the previous item and the other addressing the public outreach to Native American Tribes.

**C. Information: Update on Timing and Funding Implications of the Federal SAFE Vehicles Regulation**

Mr. Brady summarized two parts of the SAFE Vehicle Rule part one to note is the highly significant includes the withdraw of California's preemption waiver, part two to note will require both CAFE and CO2 standards to increase in stringency by 1.5%per year for Model Years 2021-2026 from 2020 levels, also a more centralized issue is the characteristics of EMFAC 2017 is that a number of Valley MPO's had been unable to meet regional conformity with EMFAC 2017.

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

Mr. Giuliani stated that the CTC would meet next Wednesday and Thursday with Tulare County project on the agenda.

**E. Information: Caltrans Monthly Report**

Mr. Mendibles gave an update on Caltrans CTP had been sent out for review and comments, with comments due by October 22, 2020 and an email was sent out to all MPO's in regards to 2021 – 2022 Draft Sustainable Transportation Planning Grant Application Guide with comments due by November 4, 2020.

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

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

Ms. Moore stated that this item is outlining the request for cancellation of the November 2020 TCAG and TAC meeting.

**D. Action: Adoption of Resolution: Approval of Amendment No. 5 to the 2020/2021 Overall Work Plan (OWP) and Sign Federal Aid Program Disadvantage Business Enterprise (DBE) Updated Procedures**

Ms. Davis explained that this item is an Amendment to No.5 2020-2021 OWP is necessary to allow TCAG to deliver services as requested by its member agencies and there is an update to the DBE Procedures.

**VIII. ASSOCIATION ACTION/DISCUSSION ITEMS**

**A. Information: Legislative Update**

Mr. Smalley noted that there may be changes in the Executive branch, and the next One Voice Valley trip to Washington DC would be in April or May of next year and if not possible it would be a virtual meeting.

**E. Action: Adoption of Resolution: Consultant Selection for Preparation of the Program Environmental Impact Report (PEIR) for the 2022 Regional Transportation Plan and Sustainable Communities Strategy (2022 RTP/SCS)**

Mr. Gutierrez described that item is for the selection of a consultant to prepare the program EIR for the upcoming 2022 RTPSCS, and TCAG received two proposals from Rincon and Impact Sciences. On September 8, 2020, both firms had been interviewed with Rincon coming ahead of Impact Science.

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

Ms. Forte gave an update on TCRTA and TCAG along with Rich Tree from Porterville have provided help to assist with TCRTA.

**G. Information: Update on 2020 Census Complete Count Outreach**

Mr. Brady gave an update on 2020 Census Complete County Outreach and outreach efforts have been continuing thought out September, next for the 2020 Census Complete Count Outreach will be to reconcile all budget invoices for outreach.

**H. Action: Authorize Staff to Submit Application for the Clean Mobility Options Voucher Program to Expand Miocar Services to Farmersville, Lindsay and Porterville**

Ms. Forte reported that if approved the Board would authorize TCAG to submit an application to Clean Mobility Option program, with this application Miocar with the help of TCAG would expand to more locations.

**IX. CORRESPONDENCE**

**A. California Air Resources Board (CARB) Evaluation Letter**

Mr. Brady explained a letter from CARB received by TCAG stated that the review of 2018 Sustainable Community Strategy as part of Regional Transportation Plan had been found meet the applicable greenhouse gasses.

**XII. ADJOURN**

The TCAG Technical Advisory Committee adjourned at 2:00 p.m.

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, December 14, 2020 at 1:00 p.m.**, at the **Tulare County Board of Supervisors 2800 W. Burrel Ave, Visalia, CA 93291**. The Technical Advisory Committee will meet on **Thursday, December 12, 2020 at 1:30 p.m. at the Tulare County Association of Governments (TCAG), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291**.

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# Tulare County Association of Governments

## **AGENDA ITEM VII-C**

**December 14, 2020**

**Prepared by Leslie Davis, TCAG Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approval of Amendment No. 6 to the FY 2020/2021 Overall Work Plan (OWP)

### **BACKGROUND:**

On June 22, 2020, the Tulare County Association of Governments (TCAG) FY 2020/2021 Overall Work Plan (OWP) was adopted through Resolution No. 2020-132. Amendments throughout the year are necessary to allow TCAG to deliver services as requested by its member agencies.

### **DISCUSSION:**

Amendment No. 6 to the FY 2020/2021 OWP is necessary to allow TCAG to deliver services as requested by its member agencies.

1. Increase work element 602.06, Special Transportation Project Studies, in the amount of \$56,580 to pay invoice # 2020-02 submitted by City of Dinuba in payment of the Complete Streets Study approved in the 2017/2018 OWP budget but not billed.
2. Work Element No. 602.04-0045, funding will be re-allocated to the City of Visalia short range transit plan per approval of Caltrans.

### **RECOMMENDATIONS:**

Staff recommends the approval amendment #6 to the OWP.

### **FISCAL IMPACT:**

Reserve funding will be used.

### **ATTACHMENTS:**

1. Resolution approving FY 2020/2021 OWP Amendment No. 6
2. OWP summary documents as affected by approval

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

In the matter of:

APPROVING FY 2020/2021 OVERALL )	Resolution No. 2020-XXX
WORK PLAN (OWP) AMENDMENT )	
NO. 6 )	

WHEREAS, The Regional Transportation Planning Agency Board of Governors adopted the FY 2020/2021 Overall Work Program (OWP) on June 22, 2020, with approval of Resolution 2020-132; and

WHEREAS, Amendment No. 6 to the FY 2020/2021 OWP is necessary to allow TCAG to deliver services as requested by its member agencies; and

WHEREAS, Amendment No. 6 to the FY 2020/2021 OWP is necessary to Increase work element 602.06, Special Transportation Project Studies, in the amount of \$56,580 to pay invoice # 2020-02 submitted by City of Dinuba in payment of the Complete Streets Study approved in the 2017/2018 OWP budget but not billed; and

WHEREAS, Work Element No. 602.04-0045, funding will be re-allocated to the City of Visalia Short Range Transit Plan per approval of Caltrans.

NOW, THEREFORE, BE IT RESOLVED that the TCAG 2020/2021 Overall Work Program (OWP) is amended as shown in Attachment "2" and is herein referenced as Amendment No. 6.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 14<sup>th</sup> day of December, 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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

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

**W.E 602.04-0045 Transit Planning and Coordination- City of Visalia 2020 Short Range Transit Plan ( SRTP)**

REVENUES	DOLLARS
Member Dues	
Local Contributions	
TDA	
FHWA PL (carryover)	
FHWA PL	
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	105,416
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	13,658
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>119,074</b>
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	9,074	1.0
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	110,000	
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>119,074</b>	<b>1.0</b>

**Labor**

\$9,200 Mgmt of SRTP

**Consultant**

\$110,000 Visalia SRTP

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

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues	
Local Contribution	
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	57,580
SB1 Sustainable Community Grant	
Other Grants	
<b>Total Revenues</b>	<b>57,580</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	1,000	0.1
City of Dinuba	56,580	
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>57,580</b>	<b>0.1</b>

**City of Dinuba**  
Complete Streets Study



**EXPENDITURES BY FUNDING SOURCE  
FISCAL YEAR 2020/2021 OVERALL WORK PROGRAM**

WORK ELEMENT	MEMBER DUES/ TCAG RESERVES		DMV	LOCAL PLANNING CONTRIBUTION			TDA/Transit Admin FUNDS		FHWA PL FUNDS			FTA TPA		SB 1 Sustainable Communities		LEGACI GRANT/OTHER/TOLL		TOTALS
	TCAG	CO. SPCL.		TCAG	TCAG	CITY/CO.	CONSUL	TCAG	CONSUL	TCAG	CITY/CO	CONSUL	TCAG	CONSUL	TCAG	CONSUL	TCAG/CITY	
601.01 TRANSIT ADMINISTRATION							230,000											230,000
601.02 TCAG ADMINISTRATION				184,430		33,000												217,430
601.04 OFFICE EXPENSES/FIXED ASSETS	32,000			207,385	270,254													509,639
601.06 OWP & BUDGET	25,000								60,000		1,000							86,000
601.08 ADVOCACY	111,100	29,400				75,600												216,100
601.09 PERFORMANCE MEASURES									12,000									12,000
602.01 REGIONAL TRANSP. PLAN									71,916									71,916
602.02 TRAFFIC FORECASTING/MODEL DEVELOPMENT									262,400		25,000							287,400
602.03 REGIONAL BICYCLE & PEDESTRIAN PLANNING									71,830			72,785						144,615
602.04 TRANSIT PLANNING AND COORDINATION							32,000		43,000			126,662						201,662
602.04-0045 TRANSIT PLANNING AND COORDINATION-City of Tulare SRTP												105,402				9,200	4,472	119,074
602.06 SPECIAL TRANSPORTATION PROJECT STUDIES	57,580																	57,580
602.07 SPECIAL TRANSPORTATION PROJECT STUDIES- NON FEDERAL	145,895						20,000									9,994		175,889
602.08 CITY OF FARMERSVILLE COMPLETE STREETS & MULTI MODAL ACCESS	18,926											146,074						165,000
602.10-1121 SUSTAINABLE COMMUNITIES PLANNING GRANT-ENVIRONMENTAL JUSTICE & HEALTH IMPACT ASSESSMENTS FY 20/21				9,054										9,884	60,000			78,938
602.10-1221 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABLE COMMUNITIES STRATEGY FY 20/21	1,010			22,940										52,060	132,797			208,807
602.10-3020 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABILITY MODEL ENHANCEMENTS FY 19/20						6,394									49,353			55,747
602.10-5000 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 18/19															24,519			24,519
602.10-5020 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY				1,147					1,010					7,843	8,807			18,807
602.10-6000 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL OUTREACH & SAFETY PROGRAM FY 18/19				4,358										33,637				37,995
602.10-7020 SUSTAINABLE COMMUNITIES PLANNING GRANT-COMPLETE STREETS FY 19/20				10,000		8,230									140,708			158,938
602.10-7120 SUSTAINABLE COMMUNITIES PLANNING GRANT- REGIONAL ACTIVE TRANSPORTATION PLAN UPDATE FY 19/20				5,716										44,135				49,851
603.02 INTELLIGENT TRANSPORTATION SYSTEMS				6,000														6,000
604.01 TRANSPORTATION IMPROVEMENT PROGRAM									139,713									139,713
605.01 CONGESTION MANAGEMENT PROGRAM									136,350		15,000							151,350
610.01 AIR QUALITY PLANNING & ANALYSIS				1,415					96,764		36,000							134,179
620.01 VALLEYWIDE COORDINATION				66,200		3,000					10,000							79,200
620.02 GOODS MOVEMENT									19,262									19,262
650.01 PUBLIC INFORMATION & PARTICIPATION				446					124,712									125,158
670.01 ENVIRONMENTAL INFORMATION	1,000																	1,000
670.05 LOCAL COORDINATION				190,075														190,075
670.07 ABANDONED VEHICLE ABATEMENT			3,000															3,000
670.1 REGIONAL HOUSING	28,941			11,059														40,000
680.02 FILM PROMOTION		50,000																50,000
680.03 CENSUS PROJECT																59,000		59,000
700.01 MEASURE R ADMINISTRATION & PLANNING																310,479	60,500	370,979
700.02 SANTA FE TRAIL CONNECTION																2,500		2,500
800.01 LAFCO																255,500		255,500
SUBTOTALS	421,452	79,400	3,000	720,225	270,254	126,224	282,000	0	1,038,957	0	87,000	345,521	105,402	147,559	416,184	646,673	64,972	4,754,823
TOTALS	500,852		3,000	1,116,703			282,000		1,125,957			450,923		563,743		711,645		4,754,823

**EXPENDITURES  
FISCAL YEAR 2020/2021 OVERALL WORK PROGRAM**

WORK ELEMENT	TCAG	Dinuba	Exeter	Farmersville	Lindsay	Porterville	Tulare	Visalia	Woodlake	County	Consultant	Other/Print/Legal/T&T	TOTAL
601.01 TRANSIT ADMINISTRATION	93,660										136,340		230,000
601.02 TCAG ADMINISTRATION	125,000										33,000	59,430	217,430
601.04 OFFICE EXPENSES/FIXED ASSETS										270,254		239,385	509,639
601.06 OWP & BUDGET	85,000											1,000	86,000
601.08 ADVOCACY	69,000										105,000	42,100	216,100
601.09 PERFORMANCE MEASURES	12,000												12,000
602.01 REGIONAL TRANSP. PLAN	66,916											5,000	71,916
602.02 TRAFFIC FORECASTING/MODEL DEVELOPMENT	236,000										35,000	16,400	287,400
602.03 REGIONAL BICYCLE & PEDESTRIAN PLANNING	126,615											18,000	144,615
602.04 TRANSIT PLANNING AND COORDINATION	125,000											76,662	201,662
602.04-0045 TRANSIT PLANNING AND COORDINATION-City of Tulare SRTP	9,074										110,000		119,074
602.06 SPECIAL TRANSPORTATION PROJECT STUDIES	1,000	56,580											57,580
602.07 SPECIAL TRANSPORTATION PROJECT STUDIES NON FED	29,994		24,463							21,432		100,000	175,889
602.08 CITY OF FARMERSVILLE COMPLETE STREETS & MULTI MODAL ACCESS STUDY	25,000											140,000	165,000
602.10-1121 SUSTAINABLE COMMUNITIES PLANNING GRANT- Environmental Justice & Health Impact Assessments FY 20-21	18,938											60,000	78,938
602.10-1221 SUSTAINABLE COMMUNITIES PLANNING GRANT- SUSTAINABLE COMMUNITIES STRATEGY FY 20-21	75,000											133,807	208,807
602.10-3020 SUSTAINABLE COMMUNITIES PLANNING GRANT- SUSTAINABILITY MODEL ENHANCEMENTS FY 19/20											55,747		55,747
602.10-5000 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 18/19											24,519		24,519
602.10-5020 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 19/20	10,000										8,807		18,807
602.10-6000 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL OUTREACH & SAFETY PROGRAM FY 18/19	19,430											18,565	37,995
602.10-7020 SUSTAINABLE COMMUNITIES PLANNING GRANT- COMPLETE STREETS FY 19/20	10,000											148,938	158,938
602.10-7120 SUSTAINABLE COMMUNITIES PLANNING GRANT-FY 19/20	15,000											34,851	49,851
603.02 INTELLIGENT TRANSPORTATION SYSTEMS	5,000											1,000	6,000
604.01 TRANSPORTATION IMPROVEMENT PROGRAM	119,993											19,720	139,713
605.01 CONGESTION MANAGEMENT PROGRAM	118,000										15,000	18,350	151,350
610.01 AIR QUALITY PLANNING & ANALYSIS	85,179										36,000	13,000	134,179
620.01 VALLEYWIDE COORDINATION	55,000										13,000	11,200	79,200
620.02 GOODS MOVEMENT	19,262												19,262
650.01 PUBLIC INFORMATION & PARTICIPATION	79,018											46,140	125,158
670.01 ENVIRONMENTAL INFORMATION	1,000												1,000
670.05 LOCAL COORDINATION	183,125											6,950	190,075
670.07 ABANDONED VEHICLE ABATEMENT	3,000												3,000
670.1 REGIONAL HOUSING	40,000												40,000
680.02 FILM PROMOTION										50,000			50,000
680.03 CENSUS PROJECT	9,000											50,000	59,000
700.01 MEASURE R ADMINISTRATION & PLANNING	244,979	40,000									60,500	25,500	370,979
700.02 SANTA FE TRAIL CONNECTION	500						500	500		500	500		2,500
800.01 LAFCO	165,000											90,500	255,500
<b>TOTALS</b>	<b>\$2,280,683</b>	<b>\$96,580</b>	<b>\$24,463</b>				<b>\$500</b>	<b>\$500</b>		<b>\$342,186</b>	<b>\$633,413</b>	<b>\$1,376,498</b>	<b>\$4,754,823</b>

REVENUES																			
FISCAL YEAR 2020/2021 OVERALL WORK PROGRAM																			
WORK ELEMENT	Member Dues/ TCAG Reserves	Local Contrib.	TDA/Transit Admin	FHWA PL (carryover)	FHWA PL	FTA Section 5303 (carryover)	FTA Section 5303	FTA Section 5304	FTA Section 5305	SB1 Sustainable Communities	DMV	By Cities Special Planning	Measure R DIF	LAFCO	Oth Funding and Grants	TOTAL	FHWA PL Toll Credits	FTA 5303 Toll Credits	
601.01 TRANSIT ADMINISTRATION			230,000													230,000			
601.02 TCAG ADMINISTRATION		217,430														217,430			
601.04 OFFICE EXPENSES/FIXED ASSETS	32,000	477,639														509,639			
601.06 OWP & BUDGET				25,000	61,000											86,000	9,864		
601.08 ADVOCACY	140,500	75,600														216,100			
601.09 PERFORMANCE MEASURES				5,289	6,711											12,000	1,376		
602.01 REGIONAL TRANSP. PLAN					71,916											71,916	8,249		
602.02 TRAFFIC FORECASTING/MODEL DEVELOPMENT				3,597	283,803											287,400	32,965		
602.03 REGIONAL BICYCLE & PEDESTRIAN PLANNING					71,830		72,785									144,615	8,239	8,348	
602.04 TRANSIT PLANNING AND COORDINATION			32,000		43,000	26,662	100,000									201,662	4,932	14,528	
602.04-0045 TRANSIT PLANNING AND COORDINATION-City of Tulare 2020 SRTP								105,416				13,658				119,074			
602.06 SPECIAL TRANSPORTATION PROJECT STUDIES	57,580															57,580			
602.07 SPECIAL TRANSPORTATION PROJECT STUDIES NON FEDERAL	145,895		20,000									9,994				175,889			
602.08 CITY OF FARMERSVILLE COMPLETE STREETS & MULTI MODAL ACCESS STUDY	18,926									146,074						165,000			
602.10-1100 SUSTAINABLE COMMUNITIES PLANNING GRANT-ENVIRONMENTAL JUSTICE & HEALTH IMPACT ASSESSMENTS FY 20/21		9,054								69,884						78,938			
602.10-1221 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABLE COMMUNITIES STRATEGY FY 20/21	1,010	22,940								184,857						208,807			
602.10-3020 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABILITY MODEL ENHANCEMENTS FY 19/20		6,394								49,353						55,747			
602.10-5000 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 18/19		2,812								21,707						24,519			
602.10-5020 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 19/20		1,147			1,010					16,650						18,807	116		
602.10-6000 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL OUTREACH & SAFETY PROGRAM FY 18/19		4,358								33,637						37,995			
602.10-7020 SUSTAINABLE COMMUNITIES PLANNING GRANT-COMPLETE STREETS FY 19-20		18,230								140,708						158,938			
602.10-7120 SUSTAINABLE COMMUNITIES PLANNING GRANT-REGIONAL ACTIVE		5,716								44,135						49,851			
603.02 INTELLIGENT TRANSPORTATION SYSTEMS				6,000												6,000	688		
604.01 TRANSPORTATION IMPROVEMENT PROGRAM				10,000	129,713											139,713	16,025		
605.01 CONGESTION MANAGEMENT PROGRAM				15,000	136,350											151,350	17,360		
610.01 AIR QUALITY PLANNING & ANALYSIS		1,415		14,029	118,735											134,179	15,228		
620.01 VALLEYWIDE COORDINATION		69,200		10,000												79,200	1,147		
620.02 GOODS MOVEMENT				18,835	427											19,262	2,209		
650.01 PUBLIC INFORMATION & PARTICIPATION		446		56,689	68,023											125,158	14,304		
670.01 ENVIRONMENTAL INFORMATION	1,000															1,000			
670.05 LOCAL COORDINATION		190,075														190,075			
670.07 ABANDONED VEHICLE ABATEMENT											3,000					3,000			
670.1 REGIONAL HOUSING	26,366	13,634														40,000			
680.02 FILM PROMOTION	50,000															50,000			
680.03 CENSUS PROJECT															59,000	59,000			
700.01 MEASURE R ADMINISTRATION & PLANNING													370,979			370,979			
700.02 SANTA FE TRAIL CONNECTION													2,500			2,500			
700.03 MEASURE R MITIGATION BANKING																			
800.01 LAFCO														255,500		255,500			
TOTALS	\$473,277	\$1,116,090	\$282,000	\$164,439	\$992,518	\$26,662	\$172,785	\$105,416		\$707,005	\$3,000	\$23,652	\$373,479	\$255,500	\$59,000	\$4,754,823	\$132,703	\$22,877	

**2020/2021 Overall Work Program**

**SUMMARY**

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues (191,500)	191,500
Local Contribution 1,116,090	1,116,090
TDA	282,000
FHWA PL (carryover)	164,439
FHWA PL	992,518
FTA Section 5303 (carryover)	26,662
FTA Section 5303	172,785
FTA Section 5304	105,416
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	13,658
City of Woodlake	
County of Tulare	9,994
Measure R	373,479
LAFCO	255,500
TCAG Reserves	281,777
SB1 Sustainable Community Grant	707,005
Other Grants (Census)	59,000
<b>Total Revenues</b>	<b>4,754,823</b>
Toll Credits(5303) (Not Revenues)	22,877
Toll Credits(PL) (Not Revenues)	132,703

<b>EXPENDITURES</b>	<b>DOLLARS</b>	<b>STAFF PERSON MONTHS</b>
TCAG Staff	2,282,207	242
City of Dinuba	96,580	
City of Exeter	24,463	
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare	500	
City of Visalia	500	
City of Woodlake		
County of Tulare	342,186	
Insurance	5,500	
Memberships	13,830	
Office Expense	22,500	
Consultant	688,539	
Publications/ Legal Notice/Dues	700	
Training	15,650	
Transportation and Travel	60,220	
Print Services	22,859	
County Counsel	22,000	
Auditor	2,500	
Motorpool		
Rent	160,885	
Special Dept Expense	962,704	
Dues/Subscriptions	6,500	
Utilities	16,000	
Office Equipment	8,000	
<b>Total Expenditures</b>	<b>4,754,823</b>	<b>241.6</b>

\* FHWA PL Funding

Carryover	\$164,439
<u>Current Year funding:</u>	<u>\$992,518</u>
<b>Total Funding</b>	<b>\$1,156,957</b>

## **AGENDA ITEM VII-D**

**December 14, 2020**

**Prepared by Roberto Brady, TCAG Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Reaffirm Agreement with RSG, Inc. for Calibration and Validation of Activity-Based Model (ABM) for Fiscal Years 2020/21 and 2021/22

### **BACKGROUND:**

TCAG is the designated Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) for the Tulare County region. These designations come with the responsibility to maintain and improve demographic, land use and travel demand modeling and forecasting capabilities. These capabilities support critical requirements for transportation funding and air quality conformity. They are also used to help develop the Regional Transportation Plan/Sustainable Communities Strategy and other scenario planning activities.

With the passage of SB-1 TCAG is allocated annual formula funding for Sustainable Communities Transportation Planning Grants through Caltrans. These plans will further the goals of TCAG's Regional Transportation Plan/Sustainable Communities Strategy by supporting active transportation, transit and air quality efforts. With these funds TCAG will be preparing a wide range of planning studies. One of these study proposals, approved for funding by Caltrans, is in the area of "Sustainability Model Enhancements". This planning study will apply innovative techniques that allow travel demand and scenario planning models to better capture interactions between neighborhood-scale land use characteristics and travel patterns. This may include the first steps in the direction of tour/activity-based travel analysis, which is important for such sustainable growth applications as SB 743 (Vehicle Miles Traveled (VMT) impact analysis).

In 2018, TCAG released a Request for Proposals (RFP) for the development of a Regional Activity-based Model (ABM). RSG, Inc. was selected to do the work. This project was completed in early 2020. The main deliverable was a complete ABM structure capable of running regional scenarios. The preliminary calibration was reliant on many Fresno and Sacramento regional parameters. A preliminary validation to Tulare County counts and data shows already good performance, in some respects meeting State-recommended standards for models to be used for RTP/SCS and transportation conformity demonstrations.

### **DISCUSSION:**

In August, TCAG released a Request for Proposals (RFP) for validation and calibration of the TCAG ABM, with a total budget of \$120,000. On September 21, 2020 the TCAG Board approved the selection RSG, Inc. and authorized staff to enter into an agreement with the firm for said services.

**RECOMMENDATION:**

As set forth in the attached draft resolution (Attachment 1), reaffirm attached agreement (Attachment 2) with RSG, Inc. for calibration and validation of the TCAG ABM.

**FISCAL IMPACT:**

This study is primarily funded with an SB1 Caltrans Planning Grant, with an 11.47% match from TCAG local funds. It is currently programmed in the 2020/21 Overall Work Program.

**ATTACHMENTS:**

1. Resolution reaffirming agreement with RSG, Inc.
2. Agreement with RSG, Inc. for development of ABM components for Fiscal Years 2020/21 and 2021/22

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

In the matter of:

REAFFIRMING THE PROFESSIONAL SERVICES )  
AGREEMENT WITH RSG, INC. FOR VALIDATION AND )  
CALIBRATION OF THE TCAG ACTIVITY-BASED ) Resolution No. \_\_\_\_\_  
MODEL (ABM)FOR FISCAL YEARS 2020/21 AND 2021/22 )

WHEREAS, the Tulare County Association of Governments (TCAG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO), pursuant to State and Federal designation; and

WHEREAS, in August, 2020, TCAG released a Request for Proposals for calibration and validation of TCAG's ABM; and

WHEREAS, TCAG received two proposals for said services, and the proposals were scored by TCAG modeling staff based on the approved and published scoring criteria in the RFP. The proposal submitted by RSG, Inc. received the highest composite score indicating that the RSG proposal most effectively addresses the RFP criteria; and

WHEREAS, on September 21, 2020 the TCAG Board selected RSG, Inc. for calibration and validation of TCAG's ABM; and

NOW, THEREFORE, BE IT RESOLVED, that the Tulare County Association of Governments reaffirms the agreement with RSG, Inc. for professional services entailing calibration and validation of TCAG's ABM for FY 2020/21 and 2021/22, for a not-to-exceed amount of \$119,976. The agreement amount may be amended subject to need and availability of funding.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 14th day of December, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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

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

**THIS AGREEMENT** (“Agreement”) is entered into as of \_\_\_\_\_, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California (“TCAG”), and RSG, Inc., a California 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, TCAG requested proposals for consultant services for the calibration and validation of activity-based model components. TCAG is the federally-designated Metropolitan Planning Organization (MPO) and Transportation Management Area (TMA) as well as the state-designated Regional Transportation Planning Agency (RTPA) for the Tulare County region. TCAG develops and applies state-of-the-art models, integrated into a comprehensive modeling and forecasting framework to develop growth projections, travel forecasts, and emissions estimates to support the Region’s various planning programs; and

B. WHEREAS, two proposals were received, evaluated and scored in accordance with approved TCAG scoring criteria as presented in the Request for Proposals (RFP); and

C. WHEREAS, CONTRACTOR had a high-scoring proposal and was selected by the TCAG Governing Board at their meeting of September 21, 2020 and authorized TCAG staff to prepare and negotiate an agreement with CONTRACTOR.

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

**1. TERM:** This Agreement becomes effective as of \_\_\_\_\_ and expires at 11:59 PM on June 30, 2022 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

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

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

**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:** See attached **Exhibit D**

**6. PROJECT STAFF:** Joel Freedman shall be the Principal in Charge and Nagendra Dhakar 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. Additional project staff are included in **Exhibit E**.

**7. GENERAL AGREEMENT TERMS AND CONDITIONS:** TCAG’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. TCAG’S “General Agreement Terms and Conditions” are in the attached **Exhibit F**.



**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 type="checkbox"/>	Exhibit __	<b>Additional terms and conditions for all federally-funded contracts.</b> This Exhibit is attached.
<input type="checkbox"/>	Exhibit __	<b>Additional terms and conditions specific to Federal Transit Administration (FTA)-funded contracts.</b> This Exhibit can be viewed at [insert <a href="#">url</a> ]
<input checked="" type="checkbox"/>	Exhibit G_	<b>Disadvantaged Business Enterprise (DBE) Participation</b>
<input type="checkbox"/>	Exhibit __	[Insert name of any other exhibit needed and attach- Ex: DBE Certification; add additional lines as necessary]
<input type="checkbox"/>	Exhibit __	[Insert name of any other exhibit needed and attach- Ex: DBE Certification; add additional lines as necessary]

**9. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage 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: Nagendra Dhakar  
RSG, Inc.  
600 B Street, Suite 2202  
San Diego, CA 92101

Phone No.: (619) 501-0182

Fax No.: \_\_\_\_\_

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

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

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

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

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

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

**Resource Systems Group (RSG), Inc.**

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

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

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS**

Date: \_\_\_\_\_

By \_\_\_\_\_

Pete Vander Poel  
Chairman

ATTEST: Ted Smalley  
Executive Director

By \_\_\_\_\_

## 6.0 METHODOLOGY

In this second phase, the RSG team will continue working towards building a practical, well-calibrated and validated activity-based model system for TCAG (TulareABM). This section describes our project approach within the tasks identified in the RFP.

### 6.1 PROJECT APPROACH

#### TASK 1: Project Management

The most important aspect of an efficient team is effective project management and team communication. Nagendra Dhakar, the RSG project manager, will ensure that the project is completed on-time and on-budget, and he will be the primary point of contact between the RSG team and TCAG. Regular communication ensures that consultant team members understand what is expected in terms of schedule and work deliverables. These meetings also keep the TCAG team members in the loop regarding progress and provide opportunities to collaborate on the technical work.

Nagendra will hold bi-weekly conference calls with the entire project team, providing the opportunity for team members to update on work completed in the previous weeks and expected work through the next two weeks. Nagendra will take notes during calls and provide them to the team afterwards, including the action items for the next period of work.

#### DELIVERABLES

- Meeting notes, invoices, and progress reports

#### TASK 2: Non-Motorized Assignment and Skimming

Both Sacramento Council of Governments (SACOG) and Puget Sound Regional Council (PSRC) use a generalized cost formulation for bicycle skimming, and feed those generalized costs to DaySim for mode choice and accessibility calculations. The parameters for generalized cost are based on bicycle route choice models estimated with observed data. The San Diego Association of Governments (SANDAG) implements a full bicycle route choice model in stand-alone code, whose parameters are based on a meta-analysis of models estimated in several regions. The coefficients take into account change in slope, bicycle facility class, street facility type, and several other parameters. SANDAG has also implemented a weighted generalized cost for walk trips. During the FresnoABM development, RSG borrowed these coefficients for FresnoCOG and implemented in the generalized cost equation to skim walk and bike generalized cost for input to DaySim so that bike investments reflected in the all-streets network affect mode choice.

The RSG team will use the final calibrated coefficients from FresnoABM and implement in TulareABM. We will assign outputs from DaySim to the network and validate to bicycle and pedestrian counts if provided by TCAG.

Network maintenance is an important issue to consider moving forward. TCAG will provide the 2015 bike/sidewalk/trail network as well as the future planned bike/pedestrian network. The RSG team will incorporate these facilities in TCAG's highway network, so that there is one seamless network that can be used for both motorized and non-motorized skimming and assignment. This will allow TCAG to more easily maintain their network moving forward.

#### DELIVERABLES

- Revised Cube networks with all-streets network and bicycle\pedestrian facilities represented
- Cube scripts for skimming and assigning walk and bike modes using generalized costs
- Revised DaySim inputs and outputs

### TASK 3: OD Data Purchase

We recommend that TCAG purchases passive origin-destination (OD) data for Tulare County to support the AB model development. RSG offers passive data services where we obtain raw LBS data from SafeGraph and process and expand it to a specific region. We have provided this as an optional cost in the fee schedule (total cost excludes the cost for passive OD data). For more details of RSG' passive data services and possible use in model development, please see Section 2.0 Understanding of the Project.

In this project, the RSG team will use the OD data to support external auto travel and calibrate DaySim AB model as necessary to improve travel patterns in the region. Through both channels, this data would support better model validation and accuracy than is possible without such data.

The existing TulareABM retained generation of external auto trips from the MIP2 model system. The existing process generates auto external travel in two components. First, external-external (EE) trips matrix is generated by processing an input CSV file consisting of through auto trips. Second, the internal-external (IE) and external-internal (EI) trips are generated as part of the household travel generation which is retained from the MIP2 for these trips only. The RSG team will replace these external travel components for autos with input trip tables created from the OD data. We will update the trip building step to combine the input external trip tables with DaySim auto trips and truck trips and assign to the roadway network.

The RSG team will compare OD flows in the model with the flows in the expanded OD data and make adjustments to DaySim destination choice as necessary to improve vehicle movement in the region. We will make adjustments at district level with the districts determined in consultation with TCAG staff.

#### DELIVERABLES

- OD Matrices in Cube or OMX format
- Technical memorandum describing the data and expansion process

### TASK 4: Model Calibration

Under this task, the RSG team will fully calibrate and validate the DaySim ABM using California Household Travel Survey (CHTS) data. The initial phase (Phase 1) of the AB model

development implemented ABM and generated initial DaySim summaries comparing with the 2012-13 CHTS data. As the model coefficients were borrowed from the calibrated Fresno ABM, the Tulare ABM already looks in a reasonably good shape. However, the initial summaries showed some differences in travel behavior and will be taken care of as part of the model calibration. For the calibration, the RSG team will use the same set of summaries as used in initial comparison of ABM with the CHTS, presented in Table 2. Additionally, we will use the OD data to compare and adjust the model as necessary to ensure reasonable vehicle movement in the Tulare modeling region.

If available, we will also utilize data from the on-board transit survey. On-board survey data provides an accurate and complete description of the current transit user market including origin-destination patterns, purpose, mode of access/egress, and demographic segmentation. We will combine this survey with CHTS data to ensure that the tour and trip mode choice targets are accurate. We will use transfer rates reported in the data to ensure that the transit skimming and assignment path-weights result in the right numbers of transit boardings.

**TABLE 2: AB DEMAND MODEL CALIBRATION AND VALIDATION SUMMARIES**

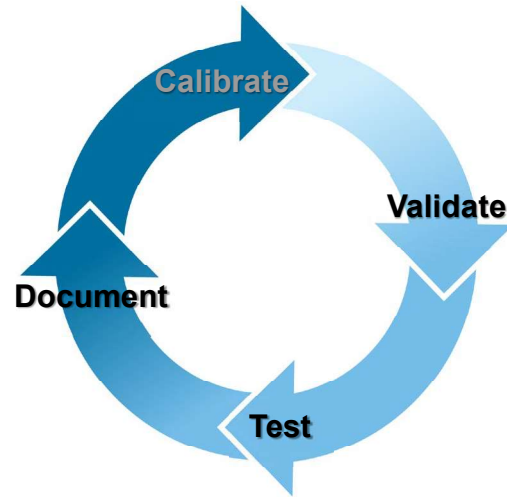
MODEL COMPONENT	SUMMARIES (SOURCES)
<b>Auto Ownership</b>	Households by autos owned and number of workers (Census, ACS PUMS) Households by autos owned and district (CTPP, ACS 5-year summaries)
<b>Work Location Choice Model</b>	Home to work distance distribution (Household Survey (HHS), OD data) Workers by place of residence and place of work, district level (HHS, LEHD, ACS 1 and 5-year summaries)
<b>University, School Location Choice</b>	Home to school distance frequency distribution (CHTS) Students by place of residence and school, district level (CHTS)
<b>Daily Activity Pattern Model</b>	Share of tours by tour purpose, number, and person type (CHTS) Total number of tours by person type (CHTS)
<b>Non-Mandatory Tour Location Choice</b>	Home to primary destination average distance and distance frequency distribution by tour purpose (CHTS) Tours by origin and primary destination district (CHTS)
<b>Tour Time-of-Day Choice</b>	Share of tours by departure, arrival, and duration period and purpose (CHTS)
<b>Tour Mode Choice</b>	Tours by purpose, mode and auto sufficiency (CHTS and transit OBS) Tours by tour purpose, mode and OD district (CHTS and transit OBS)
<b>Intermediate Stop Frequency</b>	Share of tours by number of out/inbound stops and tour purpose (CHTS) Number of trips per tour and person type (CHTS)
<b>Stop Location Choice</b>	Stops by tour purpose and out-of-direction distance (CHTS) Stops by distance to tour origin and primary destination (CHTS)
<b>Stop Departure Time Choice</b>	Share of stops by half-hour period, duration of stay and purpose (CHTS)
<b>Trip Mode Choice</b>	Trips by tour purpose and mode and trip mode (CHTS and transit OBS) Transit trips by access mode and trip distance (CHTS and transit OBS)
<b>Key:</b> ACS = American Community Survey, CTPP = Census Transportation Planning Products, CHTS = California Household Travel Survey, OBS = Transit On-board Survey, PUMS = Public Use Microdata Sample	

## Iterative Model Development

We believe that the most efficient way to structure the scope of work is to iterate through tasks as opposed to perform one pass through the process from estimation to calibration to validation; this way we can ascertain any issues with input data or model sensitivities early in the calibration process and correct them in subsequent rounds of calibration. We will therefore deliver two rounds of calibration and validation for the demand model, which will be done in conjunction with assignment.

Figure 3 presents our model development approach. The RSG team will calibrate and validate the model in multiple rounds with each round examining the effect of model calibration on model validation. We will identify and document the issues to resolve in the next round. This approach helps understand model strengths and weaknesses early in the project and, therefore, effective in managing project resources efficiently. Additionally, the approach will involve TCAG staff in the model development process and expose them to technical aspects of the model.

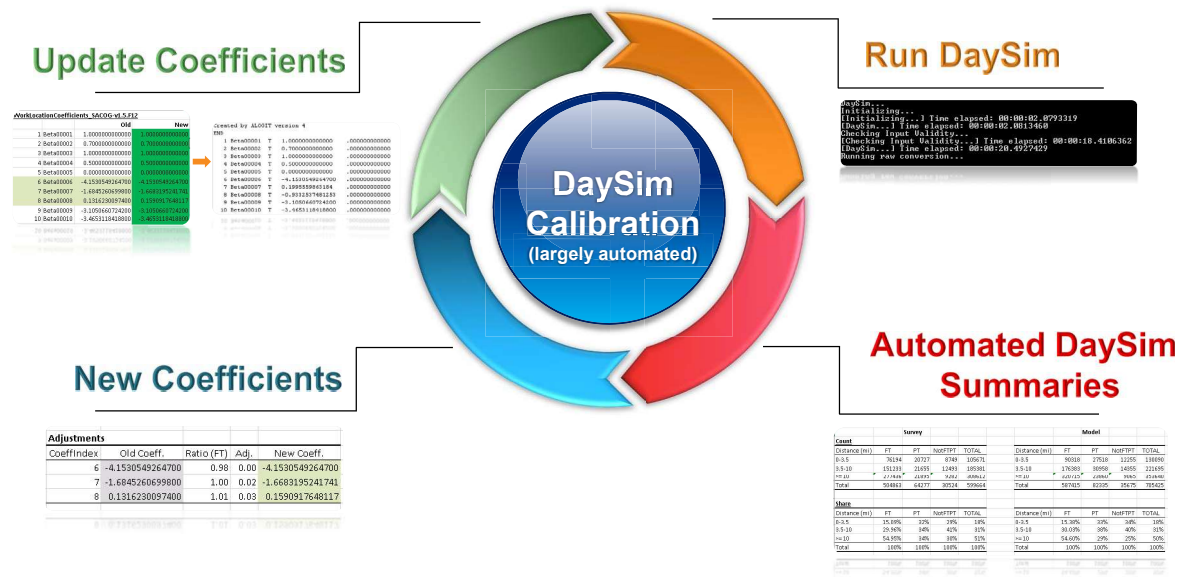
FIGURE 3: MODEL DEVELOPMENT APPROACH



## Model Calibration

The model calibration is an iterative process where we adjust the model demand to match observed survey data. Figure 4 presents our proposed model calibration approach. This process is largely automated for efficiency purposes.

FIGURE 4: MODEL CALIBRATION APPROACH



We start by running DaySim with the initial set of inputs and coefficients and generate outputs. Next, a set of R scripts automatically generates various summaries for the DaySim outputs. The summaries are produced in spreadsheet format and provide various comparisons of DaySim outputs to survey data. The comparisons are by DaySim sub-model components including auto ownership, mandatory and non-mandatory location choice, daily activity pattern, mode choice, stop location, and time-of-day. Based on these summaries, the spreadsheets automatically calculate adjustments and provide new coefficients for the next round of DaySim run. The new coefficients are calculated using the ratio of the model to the survey shares. We copy these new coefficients and paste them into DaySim coefficient files to use in the next iteration. In the next iteration, we re-run DaySim with the new coefficients and generate DaySim summaries. Again, we calculate new coefficients and update DaySim coefficient files to prepare for the next iteration. We continue running the DaySim in this iterative fashion until the model and the survey summaries match reasonably well.

After every few iterations of DaySim calibration, we do a full model run that will include feedback loops with assignment and skimming to validate highway and transit volumes to ensure that model flows are moving in the right direction during the calibration process.

#### DELIVERABLES

- Round 1 and Round 2 Model Calibration Spreadsheets
- Model Calibration Technical Memorandum

### TASK 5: Model Validation

The RSG team will validate the activity-based model against 2015 observed traffic counts and 2015 transit boardings. If data is available, we will compare results by time-of-day as well. TCAG will provide necessary observed data in required format including traffic counts joined to model network and boardings by transit routes.

We will adopt CalTrans targets for traffic count validation, as shown in Table 3. The statistical measures are described below.

**Volume-to-Count Ratio:** The volume-to-count ratio is computed by dividing the volume assigned by the model (Flow [y]) by the actual traffic count (Observed [x]) for individual road segments across the model. This value provides a general context for the relationship (i.e., high or low) between the model estimated volumes and actual (observed) traffic counts.

**Volume-to-Count Deviation:** The volume-to-count deviation is the difference between the model volume and the actual count, divided by the actual count. The Caltrans deviation thresholds recognize that allowances shrink as the count increases (i.e., lower tolerance for differences between the model volume estimates and counts).

**Correlation Coefficient:** The correlation coefficient (Pearson's product-moment correlation coefficient [R])—measured -1.0 to 1.0—estimates the correlation, or the strength and direction of the linear relationship, between the actual/observed counts and the estimated/predicted traffic volumes from the model.



**Percent Root Mean Square Error:** Percent Root Mean Square Error (RMSE%) is the square root of the squared actual observed count minus the model's estimated (predicted) volume, divided by the number of counts. It is measured in a manner like Standard Deviation in that it assesses the assignment accuracy of the entire model. Lower percentages indicate better goodness-of-fit. The RMSE% is one of the most frequent methods of comparing different models to each other.

**FIGURE 5: PERCENT ROOT MEAN SQUARE ERROR**

$$RMSE = \sqrt{\frac{\sum_{i=1}^N [(Count_i - Model_i)^2]}{N}}$$

$$\%RMSE = \left( \frac{RMSE}{\frac{\sum_{i=1}^N Count_i}{N}} \right) \times 100$$

**TABLE 3: CALTRANS VALIDATION ACCEPTANCE CRITERIA**

VALIDATION ITEM	CRITERIA FOR ACCEPTANCE
Estimated-to-observed deviation Freeways Principal arterials Arterials Collectors	< 25% overall < 7% < 10% < 15% < 25%
Percent of links with estimated-to-observed deviations within CalTrans' deviation allowance	At least 75%
Correlation coefficient	At least 0.88
Percent Root Mean Square Error (RMSE%) > 60,000 daily volumes 25,000–60,000 10,000–25,000 5,000–10,000 2,500–5,000 1,000–2,500 < 1,000	Below 30–40% overall < 21% 21–22% 22–25 % 25–29% 29–36% 36–47% 47–60% +

To assess assignment quality, we will automate the preparation of the validation summaries shown in Table 4, with observed data noted in parenthesis. Since assignment validation often reveals issues in upstream models, we plan to also review the demand model summaries at the same time and adjust as necessary.

**TABLE 4: NETWORK ASSIGNMENT VALIDATION SUMMARIES**

Model Component	Summaries
<b>Auto Assignment</b>	Vehicles by facility type and district or county (traffic counts)
	Percent route mean square error by facility type and district or county (traffic counts)
	Screenline, and key location summaries (traffic counts)
<b>Transit Assignment</b>	Transit boardings by route (on-board survey and transit operator passenger counts)

**DELIVERABLES**

- Round 1 and Round 2 Model Validation Spreadsheets
- Model Validation Technical Memorandum

**TASK 6: Sensitivity Tests**

Sensitivity testing is an incredibly useful way to determine whether the revised model system is ready for use by TCAG in practical model applications. Sensitivity tests also provide the opportunity to determine the effect of different sample rates on the stability and signal-to-noise ratio in the model results. The RSG team will work with TCAG staff to design sensitivity tests that are similar to real-world model applications. We propose three or four sensitivity tests, as follows, and note potential changes to the model system depending upon the test results:

- **Land-use scenario:** Testing a land-use scenario will help determine the sensitivity of the model to changes in households and employment, similar to what might be expected for a traffic impact study. In this case, we will summarize changes in demand to and from the changed micro-zones, and changes in link volumes around the proposed development. If the model results are problematic, a possible solution would be to increase the same rate and/or assignment convergence criteria.
- **Highway scenario:** Testing a highway capacity improvement for widening State Route 99 would provide useful information regarding the level of model sensitivity to a possible highway improvement. We will analyze changes in travel demand for a buffer area around the proposed capacity change, as well as highway travel times and link volumes in the corridor. The assignment volume-delay function parameters and closure criteria may be revised based on the results of this test.
- **Bicycle facility improvement:** A set of new class 1 and/or class 2 bicycle facilities will be coded in the model and tested. This would provide insights into the sensitivity of DaySim to bicycle facility investments. We will analyze how bicycle path choices change between the reference and the bicycle scenario, and how those changes influence mode choice and the number of bicycle trips in the corridor. Depending upon results, the bicycle path-weights can be modified to improve the model elasticity to the improvement.
- **Transit scenario:** A Bus Rapid Transit line or similar transit capacity enhancement will be coded in the model and analyzed. Changes in mode choice and corridor-level transit

boardings will be analyzed. Based on the results, changes in transit path-building parameters and mode choice parameters may be adjusted.

We look forward to discussing these potential sensitivity tests with TCAG. TCAG's staff will run the tests in-house and summarize results with guidance from our team. Coding and running these tests present an excellent opportunity for TCAG staff to learn how to use the DaySim model and provides a good test of the model User's Guide delivered in Task 7.

#### DELIVERABLES

- Sensitivity Tests and Analysis Technical Memorandum
- Guidance on Running and Summarizing Sensitivity Tests
- Final Sensitivity Test Results Memorandum

### TASK 7: User's Guide and Training

The RSG team will create a final model development report that includes all of the previous technical memorandum with separate chapters on the model structure, model estimation and calibration, and validation. We will also create a model user's guide describing installation, setup and use. If desired, the documentation will be made a dynamic, online document set up on the GitHub repository. As the model will also be checked into the repository, model users can download the model and the user's guide from one location.

Training is essential in order for TCAG staff to use the model effectively after its delivery. RSG propose to conduct an on-site, 1.5 day 'theory-based' and 'application-based' sessions. The theory-based sessions will cover choice modeling, activity-based modeling, and the major components of the DaySim model. The application-based sessions will cover the overall Tulare ABM implementation, and how to apply the model to real-world projects. As of now, the RSG team assumes an on-site training, however, we will consult with TCAG staff to assess COVID-19 situation at that time and determine form of the training (on-site vs web-based).

Nagendra Dhakar and Joel Freedman will lead the training. Joel Freedman is a certified National Highway Institute instructor and was lead instructor the Introduction to Urban Travel Demand Forecasting course for ten years. Joel has also served as adjunct faculty to Portland State University, instructing courses on both trip-based and activity-based modeling. Joel has instructed numerous courses on activity-based model theory and applications to clients throughout the United States and abroad.

#### DELIVERABLES

- Model Development Report
- Model User's Guide
- Training material

8.0 PROJECT COSTS

TABLE 5. RSG TEAM PROJECT COSTS

Personnel/ Role	RSG					TJKM		Total Hours	Total Cost	
	Nagendra Dhakar	Joel Freedman	Hannah Carson			Vamsee Modugula				
	Project Manager	Principal-in-Charge	Analyst	Analyst	Analyst					
Fully Loaded Rate	\$	158.87	\$	294.24	\$	121.75	\$	118.79	\$	226.88
Task 1: Project Management										
20 Bi-Weekly Project Meetings		20		6		10		10		56 \$ 9,617
Administration (invoice, progress report, project coordination etc.)		24		-		-		-		24 \$ 3,813
Total		44		6		10		10		80 \$ 13,430
Task 2: Non Motorized Assignment and Skimming										
Implement bike/walk skimming and assignment components		8		-		40		-		48 \$ 6,141
Documentation		4		-		8		-		12 \$ 1,609
Total		12		-		48		-		60 \$ 7,750
Task 2: OD Data Purchase										
Create auto external trip tables		4		-		-		8		12 \$ 1,586
Replace the existing process		2		-		-		8		10 \$ 1,268
Documentation		2		-		4		-		6 \$ 793
Total		8		-		-		20		28 \$ 3,647
Task 3: Model Calibration										
Calibration		24		6		80		40		170 \$ 24,608
Documentation		8		-		20		-		28 \$ 3,706
Total		32		6		100		40		198 \$ 28,313
Task 4: Model Validation										
Validation		24		6		100		40		190 \$ 27,043
Documentation		8		-		20		-		28 \$ 3,706
Total		32		6		120		40		218 \$ 30,748
Task 5: Sensitivity Tests										
Run sensitivity tests		8		2		-		16		26 \$ 3,760
Summarize results		8		-		-		16		24 \$ 3,172
Documentation		4		-		-		8		12 \$ 1,586
Total		20		2		-		40		62 \$ 8,517
Task 6: User's Guide and Training										
Model Development Report and User's Guide		16		-		40		-		78 \$ 12,403
On-site training (1.5-day)		32		20		16		-		68 \$ 12,917
Total		48		20		56		-		146 \$ 25,320
Total Hours / Cost		196		40		334		150		792 \$ 117,726.48
Percentage Hours of Total Scope		25%		5%		42%		19%		9%
Percentage Cost of Total Scope		26%		10%		35%		15%		14%
OD Data Purchase (excluded from Total)										\$ 50,000
Travel		\$ 1,125		\$ 1,125						\$ 2,250
Total										\$ 119,976

We have included below, Table 6, all key staff loaded hourly rates as well as the administrative and overhead and profit rates. RSG rates are escalated at approximately 4% each year on January 1<sup>st</sup>.

**TABLE 6: RSG TEAM HOURLY RATES**

Cost Proposal					
Name, Title	Firm	Hourly Rate	Overhead	Profit	Total Hourly Rate
Nagendra Dhakar, Project Manager	RSG	\$51.45	180.71%	10%	\$158.87
Joel Freedman, Principal-in-Charge	RSG	\$95.29	180.71%	10%	\$294.24
Hannah Carson, Analyst	RSG	\$39.43	180.71%	10%	\$121.75
Analyst	RSG	\$38.47	180.71%	10%	\$118.79
Vamsee Modugula, Analyst	TJKM	\$75.00	175.00%	10%	\$226.88

## **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 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 CONTRACTPR 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.

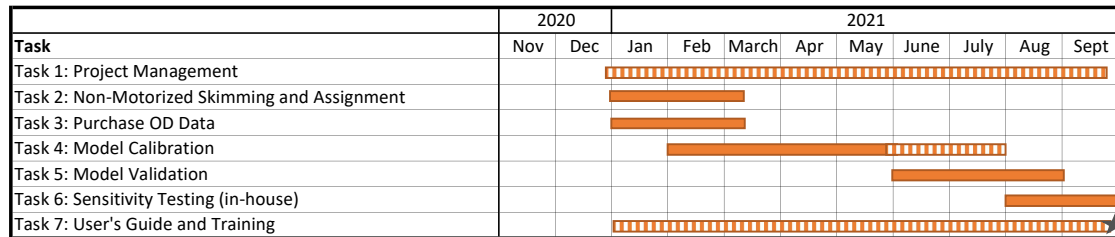
D. Acceptability of Insurance

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



incorporating all-streets network will happen while OD data is being prepared

TCAG will do the sensitivity-tests in-house

**Legend**

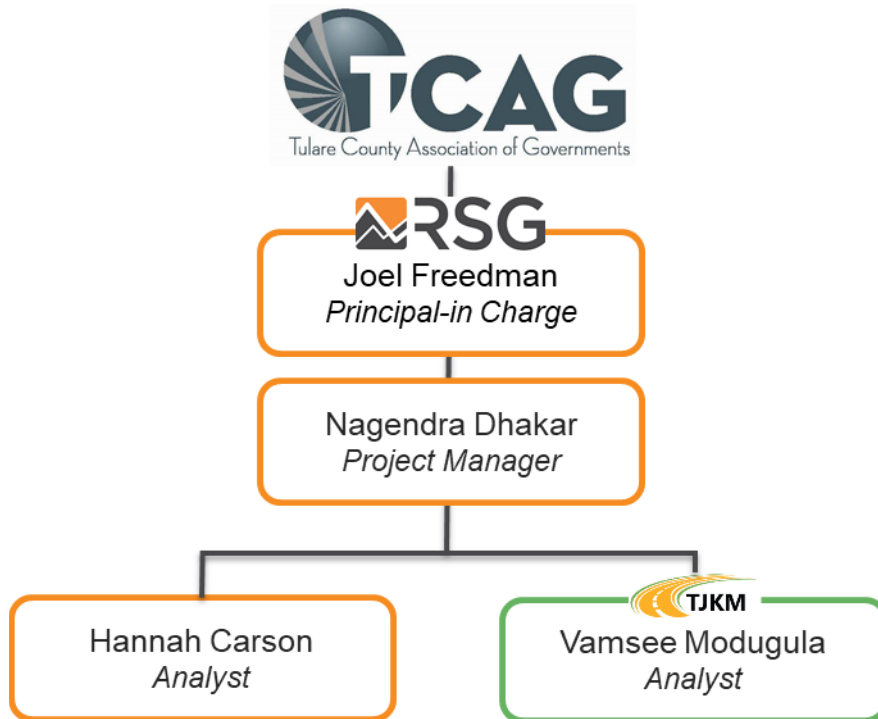
-  Intermittant activity
-  Continuous activity
-  On-site training



### 3.0 PROJECT PERSONNEL

Figure 2 below represents our team's project organization.

**FIGURE 2. RSG TEAM ORGANIZATION CHART**



- 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. 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

(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.

ATTACHMENT C

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

% DBE Participation: 13.6%

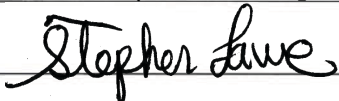
DBE Company: TJKM

Address: 4305 Hacienda Drive, Suite 550  
Pleasanton, CA 94588

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

Date: August 27, 2020

Name of Contractor: Resource Systems Group, Inc.

By: Stephen Lawe 

Title: CEO

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

# Tulare County Association of Governments

## **AGENDA ITEM VII-E**

**December 14, 2020**

**Prepared by Amie Kane, TCAG Staff**

### **SUBJECT:**

**Action:** Approve the 2021 Tulare County Association of Governments (TCAG), and Technical Advisory Committee (TAC) Meeting Calendar and Reconfirm Cancellation Policy

### **BACKGROUND:**

Tulare County Association of Governments (TCAG) does not have its own facility to accommodate Board meetings. Past TCAG Chairs and member agencies have requested that the location for the TCAG and TCTA Board meetings rotate throughout the county. However due to COVID-19 meetings have been held at the Board of Supervisors so that facilitation of remote participation can be had. Therefore, until further notice all TCAG and TCTA Board meetings will continue to be held at the BOS, 2800 W. Burrell Ave., Visalia, CA 93291. In some instances, where more space is needed for hearings or workshops or if a facility is not available, TCAG reserves the Tulare Ag Commission Auditorium at 4437 S. Laspina St., Tulare, CA 93274.

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

### **DISCUSSION:**

The 2021 Tulare County Association of Governments (TCAG), Tulare County Transportation Authority (TCTA), and Technical Advisory Committee (TAC) meeting schedule is attached for the Governing Board's review and approval. Generally, the TCAG and TCTA Board meeting is held on the third Monday of each month, with a few exceptions. The TAC meeting is held the Thursday, prior to the TCAG Board meeting. Due to occasional conflicts, meetings are subject to change with notice. The Chair in consultation with the Executive Director may cancel or reschedule a meeting.

### **RECOMMENDATIONS:**

Approve the 2021 TCAG, TCTA and TAC Meeting Calendar, including the provision allowing the Chair, in consultation with the Executive Director, to cancel or reschedule a meeting.

### **ATTACHMENT:**

1. 2021 TCAG, TCTA and TAC Meeting Calendar

## 2021 TCAG/TCTA and TAC Meeting Calendar with Meeting Locations

<u>TAC Meeting (Thursdays, 1:30 p.m.)</u>	<u>TCAG/TCTA Board Meeting (3<sup>rd</sup> Monday, 1:00 pm)</u>	<u>Location#</u>
January 21, 2021*	January 25, 2021*	<i>Tulare County Human Resources &amp; Development 2500 W. Burrel Avenue   Visalia, CA 93291</i>
February 18, 2021*	February 22, 2021*	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
March 11, 2021	^March 15, 2021	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
April 15, 2021*	^April 19, 2021*	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
May 13, 2021	May 17, 2021	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
June 17, 2021	June 21, 2021	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
July 15, 2021*	July 19, 2021*	TBD
August 12, 2021	August 16, 2021	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
September 16, 2021	September 20, 2021	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
October 14, 2021	October 18, 2021	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
November 10, 2021*	November 15, 2021*	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>
December 09, 2021*	^December 13, 2021*	<i>Tulare County Board of Supervisors 2800 W. Burrel Avenue   Visalia, CA 93291</i>

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

^ Times may vary if a workshop precedes a meeting.

# Meeting locations are subject to change.

## Tulare County Association of Governments

### **AGENDA ITEM VIII-A**

**December 14, 2020**

**Prepared by Benjamin A. Kimball, TCAG Staff**

#### **SUBJECT:**

**Information:** Legislative Update

#### **BACKGROUND:**

Every year, TCAG holds one or more One Voice trips to Washington, D.C. to collaborate with administration and legislative bodies on matters of federal policy and financing. TCAG also participates 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 Politico Group.

#### **DISCUSSION:**

TCAG did not conduct a One Voice Trip in 2020 due to the government shutdowns that resulted from the Coronavirus pandemic. However, TCAG continues to work with our partners in Washington, D.C. to advance our legislative agenda and obtain support for project funding.

TCAG has also been receiving regular correspondence from our Federal Lobbyist Pace Government Solutions with information on the latest legislative actions. Recently, the House of Representatives and the Senate have proposed competing infrastructure bills. Although it is unlikely that either bill will be adopted, TCAG continues to work with federal partners to make sure that our interests are included and addressed in any legislation coming out of the federal or state governments.

TCAG has also been having regular meetings with our new State Lobbyist Kiana Valentine of the Politico Group. Together we have been active in working with staff at state agencies to ensure that state funding, programs and projects are tailored to the needs of our region and are available to our agencies. Additional information on these state efforts will be given at the TCAG Board meeting.

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

None

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# Tulare County Association of Governments

## **AGENDA ITEM VIII-E**

**December 14, 2020**

**Prepared by Leslie Davis, TCAG Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approval of Revised Staff Services Agreement with Tulare County Providing Staff Services for Tulare County Association of Governments (TCAG) and Local Agency Formation Commission (LAFCO)

### **BACKGROUND:**

On July 20, 2009, the TCAG Board approved the concept of combining the staffing of LAFCO and TCAG. The current agreement between the County and TCAG (Tulare County Agreement No. 18559) provides for services only to the Association. The TCAG Board approved a request by staff to have Legal Counsel prepare an agreement to reflect the changes and language consistent with the proposed combining of staffing services. The staff services agreement has been updated and provided herein for approval.

### **ATTACHMENT:**

- 1) Resolution Adopting Revised Staff Services Agreement
- 2) Agreement Concerning Planning, Legal and Administrative Services

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

In the matter of:

APPROVING AN UPDATED STAFF SERVICES	)	
AGREEMENT WITH TULARE COUNTY	)	Resolution No.
PROVIDING TCAG STAFF SERVICES	)	

WHEREAS, the new staff services agreement provides TCAG with staffing and resources necessary to support TCAG activities; and

WHEREAS, the new staff services agreement provides for TCAG to provide staffing and resources to LAFCO; and

WHEREAS, the new staff services agreement rescinds Tulare County Agreement No. 18559, which currently provides TCAG staffing and resources via Tulare County.

NOW, THEREFORE, BE IT RESOLVED THAT:

The TCAG Board hereby approves and adopts the proposed updated staff services agreement.

The foregoing Resolution was adopted upon the motion of \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting on the 14th day of December 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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

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



**AGREEMENT BETWEEN  
TULARE COUNTY ASSOCIATION OF GOVERNMENTS  
AND COUNTY OF TULARE CONCERNING  
PLANNING AND ADMINISTRATIVE SERVICES**

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**THIS AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2020, by and between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers agency ("TCAG"), and **COUNTY OF TULARE**, a political subdivision of the State of California ("County"). "TCAG and County are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** TCAG is a public entity created by a Joint Exercise of Powers Agreement executed by County and all of the Cities in Tulare County as of the 4th day of May, 1971 and amended from time to time; and
- B.** TCAG does not have professional staff to perform the planning and administrative functions which it is required to carry out under the aforementioned Joint Exercise of Powers Agreement; and
- C.** TCAG does not have the professional staff to perform the transportation planning and administrative functions which it is required to carry out as the Transportation Planning Agency established by State law; and
- D.** TCAG has in the past, and desires to continue, to contract with County for the performance of these duties and County is agreeable to rendering the aforementioned services to TCAG on the terms and conditions hereinafter set forth; and
- E.** The Parties have the power to enter into this Agreement under the provisions of section 6500 et seq. of the Government Code and the aforementioned Joint Exercise of Powers Agreement;

**NOW, THEREFORE** the Parties agree as follows:

- 1.** County shall provide to TCAG planning and administrative services necessary to fulfill the requirements for area-wide planning of the Department of Housing and Urban Development and other Federal and State Agencies, as set forth in more detail in the Joint Exercise of Powers Agreement establishing TCAG
- 2.** County shall provide to TCAG the transportation planning and administrative services necessary to fulfill the requirements of the Transportation Development Act of 1971 and other Federal or State transportation planning requirements.
- 3.** County shall provide to TCAG planning and administrative services necessary to fulfill the requirements of the Tulare County Local Agency Formation Commission ("LAFCo") under sections 56000 et seq. of the Government Code, otherwise known as the Cortese- Knox-Hertzberg Local Government Reorganization Act of 2000.

4. County shall provide the personnel, material, supplies and transportation required to perform all necessary office and field work, and to prepare and submit necessary planning programs, reports, maps, and recommendations to TCAG with regard to the planning and administrative matters mentioned in paragraphs 1, 2 and 3 above. County shall also provide staff to attend all regular meetings of TCAG and LAFCo. In addition, County shall provide TCAG with proposed annual work programs, budget drafts, and prepare all necessary correspondence and resolutions. If TCAG should decide to acquire any equipment, materials, supplies or transportation, and make such property of TCAG available to County for use by County in performing services under this Agreement, TCAG may do so.
5. In addition to the planning and administrative services specified in Paragraphs 1, 2 and 3 above, TCAG may authorize County to perform additional planning and administrative services for TCAG under this Agreement.
6. County shall provide the personnel necessary to perform the services referred to in Paragraphs 1 through 5 above. Such personnel shall perform services for TCAG on such days and at such hours as necessary to perform the services specified.
7. TCAG is required to prepare a budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to County during the next fiscal year for services to be furnished under this Agreement during the fiscal year. Such budgeted amount shall take into account the time and salaries of County employees who will be performing work for TCAG, all incidental costs pertaining to such County employees such as, but not limited to, retirement and insurance contributions by County, transportation expenses, costs of equipment and supplies to be acquired by County to perform the services, costs of supervision, and all other incidental costs which will be incurred by County, so that the amount budgeted by TCAG for payment to County will reasonably approximate the actual cost to County of providing such services during the fiscal year. TCAG shall pay to County one-half (1/2) of said budgeted amount in September of each year and the remaining one-half (1/2) in April of each year.
8. If the amount budgeted and paid by TCAG to County for services by County during any fiscal year does not reasonably approximate the actual costs incurred by County during such fiscal year, then the budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment to County for the prior fiscal year.
9. TCAG shall provide office space and related support for the personnel who are carrying out duties for TCAG under this Agreement. The cost of such office space shall be borne by TCAG through its annual budget.
10. The Parties recognize that furniture, equipment, office supplies, vehicles and other personal property will be required by County to carry out its duties under this Agreement. All such personal property which is purchased or otherwise acquired by County shall be the sole property of County and shall remain County property upon the termination of this Agreement. If TCAG decides to purchase or otherwise acquire any such personal

property for use by County in carrying out the duties of County under this Agreement, such property shall remain the sole property of TCAG at all times and shall be promptly returned to TCAG by County upon termination of this Agreement.

**11.** In rendering such services to TCAG, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in County. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this Agreement, or the level or manner of performance of such services, the determination of County Administrative Officer shall be final with regard to the services performed by employees in their respective departments under this Agreement.

**12.** To facilitate the performance of services under this Agreement, it is agreed that County shall have full cooperation and assistance from TCAG and its Governing Board.

**13.** All persons employed in the performance of services for TCAG under this Agreement shall be County employees. However, County may from time to time subcontract portions of the required work, with the prior approval of TCAG's Governing Board.

**14.** TCAG shall have no responsibility for the payment of any salaries, wages, or other compensation to any County personnel performing services for TCAG pursuant to this Agreement, or any liability other than that provided for in this Agreement. TCAG shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

**15.** Pursuant to Sections 895-895.8 of the Government Code, County shall indemnify and hold harmless TCAG from any loss, damage or liability arising out of the performance of the duties of County employees for TCAG pursuant to this Agreement. However, County, its officers and employees, do not assume any liability for intentional or negligent acts of TCAG or its officers and employees.

**16.** This Agreement shall become effective when it has been executed by both Parties and shall continue in effect until terminated. This Agreement may be terminated by either Party on the 30th day of June of any given year. The Party desiring to terminate the Agreement shall give written notice of such termination to the other Party no later than the 10th day of June of said year.

**17.** The Agreement that was executed by County and TCAG as of June 29, 2010 and which is designated as Tulare County Agreement No.24608, is hereby rescinded by mutual agreement of the Parties and superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**COUNTY OF TULARE**

**TULARE COUNTY  
ASSOCIATION OF GOVERNMENTS**

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Chairman, Board of Governors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of  
the Board of Supervisors

Approved as to form:  
County Counsel

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Deputy  
Matter No. 2019585

Jlk/11-26-2019/2019585/1402020

## Tulare County Association of Governments

### **AGENDA ITEM VIII-F**

**December 14, 2020**

**Prepared by Giancarlo Bruno, TCAG Staff**

#### **SUBJECT:**

**Action:** Authorize Purchase of Community Engagement Software

#### **BACKGROUND:**

Public outreach allows members of the public the opportunity to weigh in on future transportation projects and long-term plans as well as keeping them informed about the status of ongoing projects and plans under development. Soliciting and managing public feedback often takes considerable staff time. Additionally, the ongoing COVID-19 pandemic presents a practical challenge to holding open public meetings at a time when TCAG is expected to begin updating its Regional Transportation Plan (RTP).

Community engagement software would assist staff in managing public outreach, facilitating virtual meetings, and would make it easier for interested members of the public to participate in the planning process.

#### **DISCUSSION:**

TCAG staff examined six community engagement platforms. Public Input, which was recommended by both Porterville Transit and Federal Highway Administration (FHWA) staff, offers the best suite of services for TCAG's outreach needs. Key criteria identified by staff include virtual meeting capabilities, social media integration, semi-automated comment moderation and data management tools. Public Input offers the most comprehensive virtual meeting capabilities of the platforms considered, including complete transcription of live meetings and the ability to leave recorded comments in a queue. Integration with social media is another asset, allowing staff to leverage outreach work on social media and enabling users to participate without creating a new account. The data management and moderation tools also lessen the amount of staff time that will need to be dedicated to each of these tasks.

Staff has obtained a quote for a complete license of the Public Input engagement hub that would include the aforementioned features as well as 'onboarding' and technical support for staff. The quoted cost is \$24,500 for a one (1) year contract.

#### **RECOMMENDATION:**

Authorize TCAG staff to execute a one (1) year agreement for the Public Input software suite at a cost of \$24,500.

#### **FISCAL IMPACT:**

PL funding or State planning funds will be used.

#### **ATTACHMENT:**

None

Work Element: 650.01 – Public Information and Participation

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# Tulare County Association of Governments

## AGENDA ITEM VIII-G

December 14, 2020

Prepared by Amie Kane, TCAG Staff

### SUBJECT:

**Action:** Adoption of Resolution: Reappointment of Member-At-Large and the Alternate Member-At-Large for Position No. 3

### 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.

### DISCUSSION:

TCAG Member-At-Large Position and the Alternate Member-At-Large position No. 3 term will expire on December 31, 2020. The positions are currently filled by the following board members:

Member-At-Large: Wanda Ishida  
Alternate Member-At-Large: Marlene Sario

Both members have expressed an interest in being reappointed to another three (3) year term. The new term will expire December 31, 2023.

<u>YEAR TERM EXPIRES</u>	<u>POSITION NUMBER</u>	<u>APPOINTEE/ALTERNATE</u>
December 31, 2021	#1	Tyrone Holscher/Shea Gowin
December 31, 2022	#2	Walter Stammer, Jr./Pamela K. Whitmire
December 31, 2023	#3	Wanda Ishida/Marlene Sario

### RECOMMENDATIONS:

1. Re-appoint Member-At-Large and the Alternate Member-At-Large for position No. 3.
2. Provide additional direction as necessary.

### ATTACHMENTS:

1. Resolution for Reappointment of Member-At-Large for Position No. 3

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

In the matter of:

REAPPOINTMENT OF MEMBER-AT-LARGE )  
AND THE ALTERNATE MEMBER-AT-LARGE ) Resolution No.  
FOR POSITION NO. 3 )

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 must be reappointed annually; and

WHEREAS, TCAG Member-At-Large and the Alternate Member-At-Large position No. 3 will commence a new term set to expire on December 31, 2023. The positions are currently filled by the following Board members:

Member-At-Large: Wanda Ishida  
Alternate Member-At-Large: Marlene Sario

Both members have expressed an interest in being reappointed to another three (3) year term, and

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of Governments approves the reappointment of Member At-Large, Wanda Ishida and the Alternate Member-At-Large, Marlene Sario position No. 3 for a three-year term to expire December 31, 2023.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 14<sup>th</sup> day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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

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



# Tulare County Association of Governments

## **AGENDA ITEM VIII-H**

**December 14, 2020**

**Prepared by Elizabeth Forte, TCAG Staff**

### **SUBJECT:**

**Information:** Regional Transit Coordination Update

### **BACKGROUND:**

TCAG led the effort to 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) is effective August 11, 2020. Eight member agencies have joined the TCRTA.

### **DISCUSSION:**

The TCRTA created four committees: an ad hoc committee for the Executive Director search, a Policy Committee, Finance Committee, and a Technical Operations Committee. Three of the committees have met since October. Two policies were proposed by the Policy Committee and approved by the TCRTA Board. Those policies state that fare changes and major procurements should not occur within member agencies without approval of the TCRTA Board. This is intended to assist in the process of unifying the member agency services and moving towards universal products for all systems.

The TCRTA also approved a job description and salary range for an Executive Director. The Board has requested that the person be recruited and employed by TCAG/Tulare County, and that office space is provided by TCAG. This will require an action by the TCAG Board to approve, included in this agenda.

A mission statement was also adopted by the TCRTA:

*We at TCRTA deliver clean, sustainable mobility choices that link people, communities, and jobs. Our focus is to elevate customer service, safety, and provide seamless transportation alternatives by optimizing efficiencies through joining together and maximizing economies of scale.*

### **ATTACHMENT:**

None

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# Tulare County Association of Governments

## **AGENDA ITEM VIII-I**

**December 14, 2020**

**Prepared by Elizabeth Forte, TCAG Staff**

### **SUBJECT:**

**Action:** Authorize Position Creation and Recruitment of Executive Director for the Tulare County Regional Transit Agency (TCRTA)

### **BACKGROUND:**

TCAG led the effort to 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) is effective August 11, 2020. Eight member agencies have joined the TCRTA.

### **DISCUSSION:**

The TCRTA is a new organization, composed of eight member agencies. Currently the work of the TCRTA is moving forward with the assistance of TCAG staff and a part-time contracted city employee. In order to continue making major progress in the development of the agency an Executive Director is needed to be in place. This person will oversee the agency from both an administrative and transit operations perspective. In addition to having its own full time staff to support and expedite agency operations, hiring of this position will also help expedite the recognition of the TCRTA as a transit provider by the Federal Transit Agency.

The TCRTA approved a job description for the position, attached to this staff report. An annual salary range of \$110,000 to \$160,000 was approved. After a review of member agencies, the ad hoc committee that prepared the recommendations for the Executive Director recommended and the TCRTA Board approved that the position be hired by Tulare County, within TCAG.

This position would be fully funded by the TCRTA. If approved, this position would function similarly to TCAG's LAFCo staff, where TCAG is reimbursed for expenses incurred for staff time and office costs, such as a percentage of office space. Although this person would work for the TCRTA 100% of the time, it still requires that the TCAG Board approve the position to be included as staff within TCAG.

### **RECOMMENDATION:**

Authorize the creation of the Executive Director position for the Tulare County Regional Transit Agency (TCRTA) within TCAG per the attached job description and salary range. Authorize TCAG staff to initiate recruitment of the position.

### **FISCAL IMPACT:**

There would be no net fiscal impact to TCAG.

### **ATTACHMENT:**

1. Executive Director Job Description

Work Element: 601.01 – Transit Administration

## Tulare County Regional Transit Agency (TCRTA) Executive Director

The Tulare County Regional Transit Agency (“TCRTA”) was formed in 2020 to operate public transportation service for to the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake, and the unincorporated areas of Tulare County. Currently, TCRTA member agencies provide fixed bus routes, ADA paratransit, demand response, and on-demand services.

TCRTA is governed by an 8-member Board of Directors comprised of representatives from the eight jurisdictions served by TCRTA. The Tulare County Association of Governments (“TCAG”) temporarily provides legal and administrative support.

### **SCOPE AND RESPONSIBILITIES**

The Executive Director is responsible for overseeing TCRTA’s daily operations and for shaping and leading the Agency’s strategic long-term vision as well as any planned expansions. TCRTA and its Board of Directors are committed to ensuring that the organization is planning to meet future needs of the community by providing both equitable and sustainable transportation options while not compromising the quality of service currently being delivered on a daily basis.

The Executive Director serves as chief administrative officer and manages all aspects of the Agency in terms of development initiation, administration, operations, and maintenance. While TCRTA’s Board of Directors reserves unto itself ultimate decision-making authority as to the goals, budget, financing, policies, personnel and direction of the Agency, the Board of Directors and the Executive Director are responsible for the Agency’s success. Together, the Board and Executive Director assure the Agency’s relevance in the community, the accomplishment of its mission and vision, and the accountability of the Agency to its diverse constituents.

The ideal candidate will have a proven track record of successfully managing a large, complex and diverse organization that operates to provide the highest quality of service to its customers. The Executive Director must possess outstanding leadership and business skills as well as strong financial management, strategic planning, public relations, community relations and governmental relations skills.

TCRTA’s Executive Director will be an integral leader in enhancing transportation options in the Tulare County region. Elected officials, businesses, residents and other stakeholders expect the next Executive Director to lead a team of transit professionals who are capable of identifying and launching clean innovative transportation solutions to improve mobility and greater access to the region which will in turn lead to smart growth, increased business opportunities, jobs and economic development. It will also provide greater access to existing jobs that are not currently transit accessible.

The ideal candidate will have demonstrated a background and ability as grouped in the following areas:

### **GENERAL TRANSIT MANAGEMENT**

- Experience managing a customer-centric, publicly-financed organization that provides year-round transit service to its customers on a daily basis with an emphasis on safety, security, reliability, cost, and on-time performance.
- Experience creating additional or new sustainable revenue streams including public-private partnerships for business operations and planned growth and expansion.
- Strong financial management skills overseeing large and complex budgets and an ability to offer creative solutions to run the organization more efficiently and effectively.
- Prepares an annual operating budget and any budget amendments for Board review and approval, and administers all services and activities within the budget adopted by the Board.
- Develop and implement a service plan that is consistent with Board and stakeholder priorities and reports periodically to the Board on the status of service, relative to the service plan and the adopted budget.
- Experience developing relationships with businesses and other organizations to create public-private partnership opportunities which lessen the reliance on grants, farebox revenues and public funding.
- Ability to oversee and implement effective cost-control measures and ensure they are in place at all levels of the agency.
- Experience overseeing an effective marketing plan to advance a positive culture and strong public image that promotes the agency, its services, and increases ridership.
- Ability to provide sound oversight and management of daily operations, maintenance and short- and long-term capital projects.
- Ensures compliance of local, state, and federal laws and regulation (EPA, OSHA, DOT, ADA, EEOC)
- Experience with FTA Triennial Review, Transit Asset Management, Public Transportation Agency Safety Plans, and annual NTD reporting.

### **INTERNAL RELATIONSHIPS**

- Challenge agency to think “outside the box” and offer customer-centric solutions that are innovative and incorporate technology solutions that advance customer service.

- Develop and promote a “yes we can” culture across the organization that allows employees to feel safe to think creatively and try to deliver mobility solutions that may not follow the traditional way in which transit agencies have always operated.
- Motivate staff to set priorities for their departments, accelerate decision making and communicate and collaborate with other agency departments to ensure that greater communication is occurring, more solutions to challenges are being identified and that these solutions are being implemented as quickly and efficiently as possible without putting the agency at risk.
- Ability to evaluate, develop, mentor and hire a senior executive management team that will ensure the agency is providing exceptional service that is timely, safe and affordable and also meeting the expectations of the community.
- Establish and maintain a healthy working relationship with the collective bargaining units and all employees across the organization.
- Treat all employees fairly and provide an open, collaborative, positive, professional and safe work environment for all employees and contractors of TCRTA.

#### **EXTERNAL RELATIONSHIPS**

- Regularly attend, participate and be a thought leader for increased mobility across the region. Engage other local leaders and the public and provide creative ideas, solutions and approaches to address the mobility challenges within Tulare County.
- Experience engaging and working effectively and persuasively with elected officials, local, state and federal agencies, the business community, faith-based community, disabled community, organized labor, public constituencies, educational and health leaders, the press, and other stakeholders.
- Interact and communicate regularly with employees, customers, the public, elected officials, the press and all other stakeholders to provide transparency and insight into the agency’s implementation of policies and agendas.
- Maintain on-going and effective communication with governmental agencies and elected officials (local, state, and federal) to assure maximum cooperation and to achieve the best possible transportation system for the region.
- Work creatively with constituent groups to address their concerns and generate new programs and instruments that accommodate their needs.

- Meet, speak with and listen to stakeholders in the region to generate new ideas and approaches to enhance TCRTA and mobility around the region.
- Listen, respond and address all community needs regardless of the origin in a fair, open, transparent, honest, sincere and committed manner.

## **BOARD INTERACTION**

- Develop a strong working relationship with the 8-member Board and Board Chair, including having effective two-way communication.
- Keep the Board informed and assist the Board in its policymaking duties and decisions including furnishing information and support.
- Implement Board policy via actionable management plans and provide strategic direction to senior management that will enable the effective execution of these policies.
- Assist and advise the Board in generating and achieving the Board's short- and long-term transit objectives.
- Advise, inform and keep the Board aware of TCRT's engagement and efforts at a local, state and national level to address its state of operations, capital needs, financial state and funding needs.
- Engage and partner with Board members to advocate on TCRTA's behalf with elected officials at a local, state and national level to ensure that TCRTA continues to demonstrate its commitment to quality service, increased mobility, regional growth and sustainable development.

## **PERSONAL ATTRIBUTES**

The candidate should possess the following attributes:

- Professional and executive presence, mature, honest, even-tempered, intelligent, trusting, confident, charismatic and personable.
- Politically savvy, persuasive, open-minded, and fair but firm manager.
- Adaptable to change quickly and often
- Inspiring visionary who is passionate about transit and can be a champion of TCRTA.
- High energy level, sense of humor, gravitas, integrity and ethics above reproach.

- Innovative, compassionate, transparent, inclusive in his/her decision-making process and willing to delegate responsibility.
- Ability to speak to large and small groups alike.
- Results-oriented individual with a dedication to accuracy, sense of urgency, efficiency and on-time delivery.
- Willing to accept, embrace and adjust to criticism and make suggestions for change.
- Ability to communicate with and treat all stakeholders equal and with respect.
- Ability to facilitate, negotiate and provide realistic and strategic solutions to problems and comfortable mediating difficult situations and building consensus.
- Strategic leader, open-minded communicator and critical thinker who is unwilling to let challenges prevent success, but rather looks at challenges as opportunities for success.
- Effective manager who listens and encourages employees, teams, and stakeholders to debate and challenge ideas.
- Creative approach to problem-solving with a proven track record of implementing innovative initiatives in complex organizations.
- A leader who has a strong financial orientation and who can identify inefficiencies and areas of potential cost reduction.

## **EXPERIENCE REQUIRED**

The successful candidate will have a minimum of 10 years' executive management experience with a large organization, transit agency or another public or private entity of comparable nature, complexity and size of TCRTA. While a Bachelor's degree in transportation, transportation management, engineering, business management, planning or equivalent is required, a Master's degree is preferred. An equivalent combination of education and experience consistent with the required qualifications will also be considered.

This position is subject to background testing and drug screening.

TCRTA is an equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.



# Tulare County Association of Governments

## **AGENDA ITEM VIII-J**

**December 14, 2020**

**Prepared by Leslie Davis, TCAG Staff**

### **SUBJECT:**

**Action:** Adoption of Resolution: Approval of Amendment No. 7 to the FY 2020/2021 Overall Work Plan (OWP)

### **BACKGROUND:**

On June 22, 2020, the Tulare County Association of Governments (TCAG) FY 2020/2021 Overall Work Plan (OWP) was adopted through Resolution No. 2020-132. Amendments throughout the year are necessary to allow TCAG to deliver services as requested by its member agencies.

### **DISCUSSION:**

Amendment No. 7 to the FY 2020/2021 OWP is necessary to allow TCAG to deliver services as requested by its member agencies.

1. Create work element No. 825.01, Tulare County Regional Transit Agency, and allocate \$93,419 for 7 month's salary plus benefits for an Executive Director and services and supplies. TCAG will provide staffing and services on an interim basis until a permanent site and staffing is established. Pending approval of agenda items VIII-J within this agenda dated December 14, 2020. TCAG will bill TCRTA for all expenses incurred within this work element.

### **RECOMMENDATIONS:**

Staff recommends the approval Amendment No. 7 to the OWP.

### **FISCAL IMPACT:**

No Fiscal Impact to TCAG, funded by TCRTA.

### **ATTACHMENTS:**

1. Resolution approving FY 2020/2021 OWP Amendment No. 7
2. OWP summary documents as affected by approval

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

In the matter of:

APPROVING FY 2020/2021 OVERALL )	Resolution No. 2020-XXX
WORK PLAN (OWP) AMENDMENT )	
NO. 7 )	

WHEREAS, The Regional Transportation Planning Agency Board of Governors adopted the FY 2020/2021 Overall Work Program (OWP) on June 22, 2020, with approval of Resolution 2020-132; and

WHEREAS, Amendment No. 7 to the FY 2020/2021 OWP is necessary to allow TCAG to deliver services as requested by its member agencies; and

WHEREAS, Amendment No. 7 to the FY 2020/2021 OWP is necessary to Create work element No. 825.01, Tulare County Regional Transit Agency, and allocate \$93,419 for 7 month's salary plus benefits for an Executive Director and services and supplies. TCAG will provide staffing and services on an interim basis until a permanent site and staffing is established. TCAG will bill TCRTA for all expenses incurred within this work element.

NOW, THEREFORE, BE IT RESOLVED that the TCAG 2020/2021 Overall Work Program (OWP) is amended as shown in Attachment "2" and is herein referenced as Amendment No. 7.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 14<sup>th</sup> day of December, 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

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

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

## 2020/2021 Overall Work Program

## SUMMARY

REVENUES	DOLLARS	EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
Member Dues (191,500)	191,500	TCAG Staff	2,365,626	242
Local Contribution 1,116,090	1,116,090	City of Dinuba	96,580	
TDA	282,000	City of Exeter	24,463	
FHWA PL (carryover)	164,439	City of Farmersville		
FHWA PL	992,518	City of Lindsay		
FTA Section 5303 (carryover)	26,662	City of Porterville		
FTA Section 5303	172,785	City of Tulare	500	
FTA Section 5304	105,416	City of Visalia	500	
FTA Section 5305		City of Woodlake		
DMV	3,000	County of Tulare	342,186	
City of Dinuba		Insurance	5,500	
City of Exeter		Memberships	13,830	
City of Farmersville		Office Expense	22,500	
City of Lindsay		Consultant	688,539	
City of Porterville		Publications/ Legal Notice/Dues	700	
City of Tulare		Training	15,650	
City of Visalia	13,658	Transportation and Travel	60,220	
City of Woodlake		Print Services	22,859	
County of Tulare	9,994	County Counsel	22,000	
Measure R	373,479	Auditor	2,500	
LAFCO	255,500	Motorpool		
TCAG Reserves	281,777	Rent	160,885	
SB1 Sustainable Community Grant	707,005	Special Dept Expense	972,704	
Other Grants (Census)	59,000	Dues/Subscriptions	6,500	
TCRTA	93,419	Utilities	16,000	
		Office Equipment	8,000	
<b>Total Revenues</b>	<b>4,848,242</b>	<b>Total Expenditures</b>	<b>4,848,242</b>	<b>241.6</b>
Toll Credits(5303) (Not Revenues)	22,877			
Toll Credits(PL) (Not Revenues)	132,703			

\* FHWA PL Funding

Carryover	\$164,439
Current Year funding:	<u>\$992,518</u>
<b>Total Funding</b>	<b>\$1,156,957</b>

**W.E. 825.01 TCRTA**

<b>REVENUES</b>	<b>DOLLARS</b>
Member Dues	
Local Contribution	
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	
SB1 Sustainable Community Grant	
Other Grants	
<b>TCRTA</b>	<b>93,419</b>
<b>Total Revenues</b>	<b>93,419</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	83,419	8.9
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	10,000	
Dues/Subscriptions		
Utilities		
Office Equipment		
<b>Total Expenditures</b>	<b>93,419</b>	<b>8.9</b>

**EXPENDITURES BY FUNDING SOURCE  
FISCAL YEAR 2020/2021 OVERALL WORK PROGRAM**

WORK ELEMENT	MEMBER DUES/ TCAG RESERVES		DMV	LOCAL PLANNING CONTRIBUTION			TDA/Transit Admin FUNDS		FHWA PL FUNDS			FTA TPA		SB 1 Sustainable Communities		LEGACI GRANT/OTHER/TOLL		TOTALS	
	TCAG	CO. SPCL.		TCAG	CITY/CO.	CONSUL	TCAG	CONSUL	TCAG	CITY/CO.	CONSUL	TCAG	CONSUL	TCAG	CONSUL	TCAG/CITY	CONSUL		
601.01 TRANSIT ADMINISTRATION							230,000											230,000	
601.02 TCAG ADMINISTRATION				184,430		33,000												217,430	
601.04 OFFICE EXPENSES/FIXED ASSETS	32,000			207,385	270,254													509,639	
601.06 OWP & BUDGET	25,000								60,000	1,000								86,000	
601.08 ADVOCACY	111,100	29,400				75,600												216,100	
601.09 PERFORMANCE MEASURES									12,000									12,000	
602.01 REGIONAL TRANSP. PLAN									71,916									71,916	
602.02 TRAFFIC FORECASTING/MODEL DEVELOPMENT									262,400	25,000								287,400	
602.03 REGIONAL BICYCLE & PEDESTRIAN PLANNING									71,830			72,785						144,615	
602.04 TRANSIT PLANNING AND COORDINATION							32,000		43,000			126,662						201,662	
602.04-0045 TRANSIT PLANNING AND COORDINATION-City of Tulare SRTP												105,402				9,200	4,472	119,074	
602.06 SPECIAL TRANSPORTATION PROJECT STUDIES	57,580																	57,580	
602.07 SPECIAL TRANSPORTATION PROJECT STUDIES NON FEDERAL	145,895						20,000									9,994		175,889	
602.08 CITY OF FARMERSVILLE COMPLETE STREETS & MULTI MODAL ACCESS STUDY	18,926											146,074						165,000	
602.10-1121 SUSTAINABLE COMMUNITIES PLANNING GRANT-ENVIRONMENTAL JUSTICE & HEALTH IMPACT ASSESSMENTS FY 20/21				9,054										9,884	60,000			78,938	
602.10-1221 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABLE COMMUNITIES STRATEGY FY 20/21	1,010			22,940										52,060	132,797			208,807	
602.10-3020 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABILITY MODEL ENHANCEMENTS FY 19/20						6,394									49,353			55,747	
602.10-5000 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 18/19															24,519			24,519	
602.10-5020 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY				1,147					1,010					7,843	8,807			18,807	
602.10-6000 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL OUTREACH & SAFETY PROGRAM FY 18/19				4,358										33,637				37,995	
602.10-7020 SUSTAINABLE COMMUNITIES PLANNING GRANT-COMPLETE STREETS FY 19/20				10,000		8,230									140,708			158,938	
602.10-7120 SUSTAINABLE COMMUNITIES PLANNING GRANT- REGIONAL ACTIVE TRANSPORTATION PLAN UPDATEFY 19/20				5,716										44,135				49,851	
603.02 INTELLIGENT TRANSPORTATION SYSTEMS				6,000														6,000	
604.01 TRANSPORTATION IMPROVEMENT PROGRAM									139,713									139,713	
605.01 CONGESTION MANAGEMENT PROGRAM									136,350	15,000								151,350	
610.01 AIR QUALITY PLANNING & ANALYSIS				1,415					96,764	36,000								134,179	
620.01 VALLEYWIDE COORDINATION				66,200		3,000				10,000								79,200	
620.02 GOODS MOVEMENT									19,262									19,262	
650.01 PUBLIC INFORMATION & PARTICIPATION				446					124,712									125,158	
670.01 ENVIRONMENTAL INFORMATION	1,000																	1,000	
670.05 LOCAL COORDINATION				190,075														190,075	
670.07 ABANDONED VEHICLE ABATEMENT			3,000															3,000	
670.1 REGIONAL HOUSING	28,941			11,059														40,000	
680.02 FILM PROMOTION		50,000																50,000	
680.03 CENSUS PROJECT																59,000		59,000	
700.01 MEASURE R ADMINISTRATION & PLANNING																310,479	60,500	370,979	
700.02 SANTA FE TRAIL CONNECTION																2,500		2,500	
800.01 LAFCO																255,500		255,500	
825.01 TCRAT																93,419		93,419	
SUBTOTALS	421,452	79,400	3,000		720,225	270,254	126,224	282,000	0	1,038,957	0	87,000	345,521	105,402	147,559	416,184	740,092	64,972	4,848,242
TOTALS	500,852		3,000	1,116,703			282,000			1,125,957			450,923		563,743		805,064		4,848,242

**EXPENDITURES  
FISCAL YEAR 2020/2021 OVERALL WORK PROGRAM**

<b>WORK ELEMENT</b>	<b>TCAG</b>	<b>Dinuba</b>	<b>Exeter</b>	<b>Farmersville</b>	<b>Lindsay</b>	<b>Porterville</b>	<b>Tulare</b>	<b>Visalia</b>	<b>Woodlake</b>	<b>County</b>	<b>Consultant</b>	<b>Other/Print/Legal/T&amp;T</b>	<b>TOTAL</b>
601.01 TRANSIT ADMINISTRATION	93,660										136,340		230,000
601.02 TCAG ADMINISTRATION	125,000										33,000	59,430	217,430
601.04 OFFICE EXPENSES/FIXED ASSETS										270,254		239,385	509,639
601.06 OWP & BUDGET	85,000											1,000	86,000
601.08 ADVOCACY	69,000										105,000	42,100	216,100
601.09 PERFORMANCE MEASURES	12,000												12,000
602.01 REGIONAL TRANSP. PLAN	66,916											5,000	71,916
602.02 TRAFFIC FORECASTING/MODEL DEVELOPMENT	236,000										35,000	16,400	287,400
602.03 REGIONAL BICYCLE & PEDESTRIAN PLANNING	126,615											18,000	144,615
602.04 TRANSIT PLANNING AND COORDINATION	125,000											76,662	201,662
602.04-0045 TRANSIT PLANNING AND COORDINATION-City of Tulare SRTP	9,074										110,000		119,074
602.06 SPECIAL TRANSPORTATION PROJECT STUDIES	1,000	56,580											57,580
602.07 SPECIAL TRANSPORTATION PROJECT STUDIES NON FED	29,994		24,463							21,432		100,000	175,889
602.08 CITY OF FARMERSVILLE COMPLETE STREETS & MULTI MODAL ACCESS STUDY	25,000											140,000	165,000
602.10-1121 SUSTAINABLE COMMUNITIES PLANNING GRANT- Environmental Justice & Health Impact Assessments FY 20- 21	18,938											60,000	78,938
602.10-1221 SUSTAINABLE COMMUNITIES PLANNING GRANT- SUSTAINABLE COMMUNITIES STRATEGY FY 20-21	75,000											133,807	208,807
602.10-3020 SUSTAINABLE COMMUNITIES PLANNING GRANT- SUSTAINABILITY MODEL ENHANCEMENTS FY 19/20											55,747		55,747
602.10-5000 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 18/19											24,519		24,519
602.10-5020 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 19/20	10,000										8,807		18,807
602.10-6000 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL OUTREACH & SAFETY PROGRAM FY 18/19	19,430											18,565	37,995
602.10-7020 SUSTAINABLE COMMUNITIES PLANNING GRANT- COMPLETE STREETS FY 19/20	10,000											148,938	158,938
602.10-7120 SUSTAINABLE COMMUNITIES PLANNING GRANT-FY 19/20	15,000											34,851	49,851
603.02 INTELLIGENT TRANSPORTATION SYSTEMS	5,000											1,000	6,000
604.01 TRANSPORTATION IMPROVEMENT PROGRAM	119,993											19,720	139,713
605.01 CONGESTION MANAGEMENT PROGRAM	118,000										15,000	18,350	151,350
610.01 AIR QUALITY PLANNING & ANALYSIS	85,179										36,000	13,000	134,179
620.01 VALLEYWIDE COORDINATION	55,000										13,000	11,200	79,200
620.02 GOODS MOVEMENT	19,262												19,262
650.01 PUBLIC INFORMATION & PARTICIPATION	79,018											46,140	125,158
670.01 ENVIRONMENTAL INFORMATION	1,000												1,000
670.05 LOCAL COORDINATION	183,125											6,950	190,075
670.07 ABANDONED VEHICLE ABATEMENT	3,000												3,000
670.1 REGIONAL HOUSING	40,000												40,000
680.02 FILM PROMOTION										50,000			50,000
680.03 CENSUS PROJECT	9,000											50,000	59,000
700.01 MEASURE R ADMINISTRATION & PLANNING	244,979	40,000									60,500	25,500	370,979
700.02 SANTA FE TRAIL CONNECTION	500						500	500		500	500		2,500
800.01 LAFCO	165,000											90,500	255,500
825.01 TCRTA	83,419											10,000	93,419
<b>TOTALS</b>	<b>\$2,364,102</b>	<b>\$96,580</b>	<b>\$24,463</b>				<b>\$500</b>	<b>\$500</b>		<b>\$342,186</b>	<b>\$633,413</b>	<b>\$1,386,498</b>	<b>\$4,848,242</b>

REVENUES																				
FISCAL YEAR 2020/2021 OVERALL WORK PROGRAM																				
WORK	Member Dues/	Local	TDA/Transit	FHWA	FHWA	FTA Section	FTA Section	FTA Section	FTA Section	SB1 Sustainable		By Cities	Measure R			Oth Funding		FHWA		FTA
ELEMENT	TCAG Reserves	Contrib.	Admin	PL (carryover)	PL	5303 (carryover)	5303	5304	5305	Communities	DMV	Special Planning	DIF	LAFCO	TCRTA	and Grants	TOTAL	PL Toll Credits		5303 Toll Credits
601.01 TRANSIT ADMINISTRATION			230,000														230,000			
601.02 TCAG ADMINISTRATION		217,430															217,430			
601.04 OFFICE EXPENSES/FIXED ASSETS	32,000	477,639															509,639			
601.06 OWP & BUDGET				25,000	61,000												86,000	9,864		
601.08 ADVOCACY	140,500	75,600															216,100			
601.09 PERFORMANCE MEASURES				5,289	6,711												12,000	1,376		
602.01 REGIONAL TRANSP. PLAN					71,916												71,916	8,249		
602.02 TRAFFIC FORECASTING/MODEL DEVELOPMENT				3,597	283,803												287,400	32,965		
602.03 REGIONAL BICYCLE & PEDESTRIAN PLANNING					71,830		72,785										144,615	8,239		8,348
602.04 TRANSIT PLANNING AND COORDINATION			32,000		43,000	26,662	100,000										201,662	4,932		14,528
602.04-0045 TRANSIT PLANNING AND COORDINATION-City of Tulare 2020 SRTP								105,416				13,658					119,074			
602.06 SPECIAL TRANSPORTATION PROJECT STUDIES	57,580																57,580			
602.07 SPECIAL TRANSPORTATION PROJECT STUDIES NON FEDERAL	145,895		20,000									9,994					175,889			
602.08 CITY OF FARMERSVILLE COMPLETE STREETS & MULTI MODAL ACCESS STUDY	18,926									146,074							165,000			
602.10-1100 SUSTAINABLE COMMUNITIES PLANNING GRANT-ENVIRONMENTAL JUSTICE & HEALTH IMPACT ASSESSMENTS FY 20/21		9,054								69,884							78,938			
602.10-1221 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABLE COMMUNITIES STRATEGY FY 20/21	1,010	22,940								184,857							208,807			
602.10-3020 SUSTAINABLE COMMUNITIES PLANNING GRANT-SUSTAINABILITY MODEL ENHANCEMENTS FY 19/20		6,394								49,353							55,747			
602.10-5000 SUSTAINABLE COMMUNITIES PLANNING GRANT- MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 18/19		2,812								21,707							24,519			
602.10-5020 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL DATA COLLECTION FOR SHORT & LONG TERM PLANNING FY 19/20		1,147			1,010					16,650							18,807	116		
602.10-6000 SUSTAINABLE COMMUNITIES PLANNING GRANT-MULTIMODAL OUTREACH & SAFETY PROGRAM FY 18/19		4,358								33,637							37,995			
602.10-7020 SUSTAINABLE COMMUNITIES PLANNING GRANT-COMPLETE STREETS FY 19-20		18,230								140,708							158,938			
602.10-7120 SUSTAINABLE COMMUNITIES PLANNING GRANT-REGIONAL ACTIVE		5,716								44,135							49,851			
603.02 INTELLIGENT TRANSPORTATION SYSTEMS				6,000													6,000	688		
604.01 TRANSPORTATION IMPROVEMENT PROGRAM				10,000	129,713												139,713	16,025		
605.01 CONGESTION MANAGEMENT PROGRAM				15,000	136,350												151,350	17,360		
610.01 AIR QUALITY PLANNING & ANALYSIS		1,415		14,029	118,735												134,179	15,228		
620.01 VALLEYWIDE COORDINATION		69,200		10,000													79,200	1,147		
620.02 GOODS MOVEMENT				18,835	427												19,262	2,209		
630.01 PUBLIC INFORMATION & PARTICIPATION		446		56,689	68,023												125,158	14,304		
670.01 ENVIRONMENTAL INFORMATION	1,000																1,000			
670.05 LOCAL COORDINATION		190,075															190,075			
670.07 ABANDONED VEHICLE ABATEMENT											3,000						3,000			
670.1 REGIONAL HOUSING	26,366	13,634															40,000			
680.02 FILM PROMOTION	50,000																50,000			
680.03 CENSUS PROJECT																59,000	59,000			
700.01 MEASURE R ADMINISTRATION & PLANNING													370,979				370,979			
700.02 SANTA FE TRAIL CONNECTION													2,500				2,500			
700.03 MEASURE R MITIGATION BANKING																				
800.01 LAFCO														255,500			255,500			
825.01 TCRTA															93,419		93,419			
TOTALS	\$473,277	\$1,116,090	\$282,000	\$164,439	\$992,518	\$26,662	\$172,785	\$105,416		\$707,005	\$3,000	\$23,652	\$373,479	\$255,500	\$93,419	\$59,000	\$4,848,242	\$132,703		\$22,877

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## AGENDA ITEM VIII-K

December 14, 2020

Prepared by Steven Ingoldsby, TCAG Staff

### SUBJECT:

**Information:** Housing Planning Funds Update

### BACKGROUND:

As part of the California State 2019-20 Budget Act, \$250 million was allocated for all regions, cities and counties for planning activities that accelerate housing production. Within this allocation, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning Grant Program (REAP) with \$125 million set for regions. REAP provides one-time grant funding to regional governments and regional entities for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA).

The Budget Act also created a planning grant program specifically for cities and counties called the Local Early Action Planning Grants (LEAP) that is like the SB2 Planning Grants Program. These are noncompetitive funds that would go directly to the cities or county without TCAG involvement.

### DISCUSSION:

LEAP Funding: The Local Action Planning Grants (LEAP), provides over-the-counter grants complemented with technical assistance to local governments for the preparation and adoption of planning documents, and process improvements that:

1. Accelerate housing production
2. Facilitate compliance to implement the sixth-cycle Regional Housing Needs Assessment (RHNA).

Eligible activities must be related to housing planning and facilitate the streamlining and acceleration of housing production. Jurisdictions must submit their applications by January 31, 2021.

The table below shows the LEAP Planning Grant Status for TCAG member agencies

Jurisdiction	LEAP Grant Application Status	LEAP Grant Amount	LEAP Project Description
Dinuba	Applied	\$150,000	The city will use funding to complete a focused general plan update to the land use element
Exeter	Has not applied yet		Eligible for up to \$65,000

Farmersville	Has not applied yet		Eligible for up to \$65,000
Lindsay	Has not applied yet		Eligible for up to \$65,000
Porterville	Has not applied yet		Eligible for up to \$300,000
Tulare	Applied	\$500,000	Revisions to the zoning ordinance of the municipal code
Visalia	Has not applied yet		Eligible for up to \$500,000
Woodlake	Applied	\$65,000	Housing element update and design standards

#### REAP Funding:

Of the 125 million set for regions, the San Joaquin Valley received 19 million and is engaging in a number of valley wide efforts. TCAG will likely receive approximately \$1,427,500 directly over two applications. Fresno COG is the fiscal agent for the regional effort.

TCAG is set to receive approximately \$523,837 in the initial application. TCAG would use \$225,000 of the REAP funds to complete a variety of planning related housing items. These include the following: Prepare the Regional Housing Needs Assessment (RHNA) "in house" which in prior cycles was completed by a consultant. Provide technical assistance to member agencies and other entities for housing grant applications and coordinate efforts with the valley and with state agencies for the planning and provision of housing. These are items that in prior years have been funded by member dues.

TCAG is proposing to use the remaining \$1,202,500 to distribute directly to member agencies to help fund their planning related housing efforts. TCAG is proposing to allocate these funds by formula to its member agencies by using a base of \$100,000 for each member agency with the remaining funds to be distributed by population.

#### Eligible Activities, REAP

Eligible activities for member agencies may include a variety of planning documents and processes, including, but not limited to the following:

1. Technical assistance in improving housing permitting processes, tracking systems, and planning tools.
2. Facilitating technical assistance between jurisdictions.
3. Establishing regional or countywide housing trust funds for affordable housing.
4. Performing infrastructure planning, including sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents.
5. Performing feasibility studies to determine the most efficient locations to site housing.
6. Performing feasibility studies for affordable housing projects on surplus properties owned by school districts or county offices of education.

7. Planning documents and process including those set forth in Health and Safety Code Section 50515.03(c).
8. Covering the costs of temporary staffing or consultant needs associated with the activities described above.

*Ineligible Activities, REAP*

1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or reoccurring benefit beyond the project.
4. Administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity or activities.

HCD has prepared a list of examples and best practices available at <https://www.hcd.ca.gov/grants-funding/active-funding/docs/best-practices-5-12-2020.pdf>

*Agreement*

Member agencies will enter into an MOU with TCAG for the distribution of funds. The agreement will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the agreement. Quarterly reports will be submitted to TCAG with detailed invoices for reimbursement.

**RECOMMENDATION:**

Information item only. No action needed at this time.

**ATTACHMENTS:**

None

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## Tulare County Association of Governments

### **AGENDA ITEM VIII-L**

**December 14, 2020**

**Prepared by Steven Ingoldsby, TCAG Staff**

#### **SUBJECT:**

**Action:** Adoption of Resolution: Authorization for the Executive Director of the Tulare County Association of Governments to Sign the San Joaquin Valley Regional Early Action Planning Committee for Housing Memorandum of Understanding

#### **BACKGROUND:**

The Governor signed AB 101 into law on July 31, 2019. The legislation established a San Joaquin Valley multiagency working group. The working group consists of Fresno Council of Governments, Kern Council of Governments, Kings County Association of Governments, Madera County Transportation Commission, Merced County Association of Governments, San Joaquin Council of Governments, Stanislaus Council of Governments, and Tulare County Association of Governments.

Regional Early Action Planning (REAP) grants provides one-time grant funding to regional governments and regional entities for planning activities that will accelerate housing projection and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA). The San Joaquin Valley region, is eligible for approximately \$19 million in funding through the Regional REAP. The San Joaquin Valley regional multiagency working group was required to determine regional housing priorities, develop and submit applications for funding and reports to HCD.

#### **DISCUSSION:**

The San Joaquin Valley Regional Early Action Planning Committee for Housing selected Fresno Council of Governments to serve as the fiscal agent and approve the submission of an application for 25% of available funding to be distributed to the region's respective transportation planning agencies on a population-weighted basis. An application to the state for the remaining funds needs to be submitted by January 31, 2021.

In June, the Committee approved its second application for REAP funding for the set aside for coordinated valley-wide planning activities. This includes the development of a comprehensive regional housing report, guidance on regional housing trust fund implementation, regional planning and technical assistance, data gathering and sharing, and related valley-wide activities.

Fresno COG as the fiscal agent has prepared a Memorandum of Understanding to distribute the initial funding to each member agency on a population-weighted basis. TCAG would receive \$523,145 in REAP funds from the initial distribution.

**RECOMMENDATION:**

Authorize the Executive Director to sign the Memorandum of Understanding (MOU).

**ATTACHMENTS:**

1. Memorandum of Understanding, San Joaquin Valley Regional Early Action Planning Committee for Housing
2. Resolution authorizing the Executive Director to sign the MOU

## MEMORANDUM OF UNDERSTANDING

### San Joaquin Valley Regional Early Action Planning Committee for Housing

This memorandum of understanding ("**MOU**") is made this 19th day of November 2020 ("**Effective Date**"), by and between the agencies ("**Members**") comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing ("**Committee**") set forth below:

**Fresno Council of Governments**

2035 Tulare Street Suite 201  
Fresno, CA 93721  
Email: tboren@fresnocog.org

**Kern Council of Governments**

1401 19th Street, Suite 300  
Bakersfield, California 93301  
Email: ahakimi@kerncog.org

**Kings County Association of Governments**

339 W D Street  
Lemoore, CA 93245  
Email: terri.king@co.kings.ca.us

**Madera County Transportation Commission**

2001 Howard Road, Suite 201  
Madera, CA 93637  
Email: patricia@maderactc.org

**Merced County Association of Governments**

369 W 18th Street  
Merced, CA 95340  
Email: stacie.guzman@mcagov.org

**San Joaquin Council of Governments**

555 E Weber Avenue  
Stockton, CA 95202  
Email: achesley@sjcog.org

**Stanislaus Council of Governments**

1111 "I" Street, Suite 308  
Modesto, CA 95354  
Email: rpark@stancog.org

**Tulare County Association of Governments**

210 N Church Street, Suite B  
Visalia, CA 93291  
Email: tsmalley@tularecog.org

## RECITALS

- A. Under section 50515.02, subdivision (a), of the Health and Safety Code, the State of California Department of Housing and Community Development ("**HCD**") has made available one hundred twenty-five million dollars (\$125,000,000) in local government planning support grants to regional entities and working groups as outlined by the statute.
- B. The Committee is one of the working groups identified in section 50515.02, subdivision (a), of the Health and Safety Code.
- C. On June 26, 2020, the Members approved submission of an application for grant funding ("**Application**") to HCD by Fresno Council of Governments ("**FCOG**") as the fiscal agent on behalf of the Committee.

- D. On August 14, 2020, HCD approved the Application and an allocation of \$10,218,830.75 in grant funds (the “**Initial Grant**”) to the Members through FCOG.
- E. On August 20, 2020, FCOG and HCD executed grant funding agreement number 19-REAP-14029 (“**Agreement**”). A true and correct copy of the Agreement is attached hereto as “Exhibit A.”
- F. This MOU is intended to reflect the Members’ understanding of the distribution of the Initial Grant and to facilitate the subsequent implementation of activities by the Members in furtherance of the purposes for which the Initial Grant was approved by HCD.

The Members therefore agree as follows:

1. Allocation of Initial Grant. The Members agree to allocate the \$10,218,830.75 of the Initial Grant as follows:
  - a. FCOG will retain \$5,475,000 of the Initial Grant to perform the following tasks:
    - i. FCOG shall prepare a comprehensive housing report and policy recommendations for implementation, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this provision of the MOU and under the Application and Agreement.
    - ii. FCOG shall conduct regional planning and coordination, and provide technical assistance, as stated in the Application. FCOG may enter into agreements as necessary to perform its obligations under this term of the MOU and under the Application and Agreement.
    - iii. FCOG shall administer of the Application, Agreement, this MOU, and the Initial Grant, as stated in the Application.
  - b. FCOG shall distribute the remaining \$4,743,830.75 of the Initial Grant directly to each of the Members, as more particularly described in “Exhibit B,” in proportion to each Member’s relative population using California Department of Finance population estimates updated as of January 2020.
2. Compliance with the Agreement and MOU. Each Member hereby acknowledges its cognizance of and its understanding of its obligation to comply with the terms and conditions of the Agreement and MOU. Each Member agrees to abide by the terms and conditions of the Agreement and to undertake all actions requested by FCOG pursuant to the Agreement or MOU, in order to facilitate FCOG’s compliance with the terms and conditions of the Agreement.
3. Compliance with the Law. Each Member agrees to comply with all Federal, State, and local laws in the performance of its obligations under this MOU.



4. Sub-Agreements. Copies of all agreements between any Member and any sub-recipient, contractor or subcontractor shall be submitted to FCOG, so that they then may be provided to HCD's Program Manager as required by Exhibit D, section 8, paragraph B of the Agreement.
5. Quarterly Reports. Each Member also shall deliver to FCOG, on a quarterly basis, status reports and accounting records reflecting any expenditure of the Initial Grant by that Member or by a sub-recipient of that Member. Each Member shall deliver its status reports and accounting records within thirty (30) days following the end of the period covered by the document. Each member's quarterly status reports shall, at a minimum, include discussion of any allocations or sub-allocations of the Initial Grant, a description of any project initiated in whole or in part with the Initial Grant and a description of the progress made on any such project.
6. Retention of Records. Each Member shall maintain public records (as that term is defined in Government Code section 6252) (collectively, "**Records**") required under the Agreement, relating to any matter contained in this MOU, or demonstrating that the Initial Grant was used in a manner consistent with the Agreement. Each Member shall make the Records available to FCOG, HCD or the State Auditor upon demand. Each Member shall maintain the Records and make them available for inspection for a period of at least one (1) year following the termination of this MOU or the time specified in Government Code section 8546.7, whichever is later. Records relating to any audit or litigation relevant to this MOU or the Agreement shall be retained by each Member for five years after the conclusion or final resolution of such matter, as required by Exhibit D, section 3, paragraph E of the Agreement.
7. Disallowed Costs. Each Member shall return to FCOG any funds which HCD has disallowed within 90 days following notice to the Member.
8. Indemnity.
  - a. Each Member shall indemnify FCOG, along with FCOG's officers, directors, and employees, for any costs or liabilities (including without limitation for damages, court costs, attorneys' fees, and expert witness fees) arising from, resulting from, or in connection with that Member's actions with respect to subject matter of this MOU or relating in any way to the use of the Initial Grant proceeds by that Member or any sub-recipient, contractor, or subcontractor of that Member.
  - b. Notwithstanding, the obligation to indemnify shall not apply to any costs or liabilities caused solely by the active negligence or willful misconduct of FCOG or any of its officers, directors, and employees.
9. Duration of MOU. This MOU shall be in effect from the Effective Date until December 31, 2024 unless its term is extended by written modification in accordance with the provisions of section 12, paragraph c of this MOU.

10. Subsequent MOUs. The Members understand and agree that subsequent MOUs may be necessary to facilitate the distribution of further grant funding from HCD under section 50515.02, subdivision (a), of the Health and Safety Code. The Members hereby commit to negotiate the terms and conditions of such subsequent MOUs in good faith, in order to achieve concurrence and ensure execution of same in a timely fashion.
11. Notices. All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided for the Members above. Any Member may change its address for receipt of notice by providing notice of that change as provided in this section 11.
  - a. A notice delivered by personal service is effective upon service to the recipient.
  - b. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
  - c. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
  - d. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.
12. General Provisions.
  - a. This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Members.
  - b. This MOU represents the entire understanding of the Members as to those matters contained in this MOU. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this MOU.
  - c. This MOU may not be modified or altered except by writing signed by all Members.
  - d. No Member may assign, delegate or transfer its rights and duties in this MOU without the written consent of all other Members, except that any Member may enter into one or more sub-agreements with any sub-recipient, contractor, or subcontractor to implement activities in furtherance of the

purposes for which the Initial Grant was approved by HCD without the necessity of obtaining such consent.

- e. Any dispute arising under this MOU, which is not resolvable by informal mediation between or among the Members, shall be adjudicated in a court of law under the laws of the State of California.
- f. For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
- g. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this MOU shall only be in California. Any action brought to interpret or enforce this MOU, or any of the terms or conditions hereof, shall be brought and maintained in the Fresno County Superior Court.
- h. If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Members shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Members' original intent.
- i. Section headings are provided for convenience only and are not part of this MOU.
- j. This MOU does not and is not intended to create any rights or obligations for any person or entity except for the Members.
- k. Each Member represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Member to the terms of this MOU.
- l. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU.

[Signature pages follow.]

The Members have caused this MOU to be executed as of the date and year first above written.

**Fresno Council of Governments**

By:

\_\_\_\_\_  
Tony Boren, Director

Approved as to Legal Form:

By:

\_\_\_\_\_

Print:

\_\_\_\_\_

**Kern Council of Governments**

By:

\_\_\_\_\_  
Ahron Hakimi, Director

Approved as to Legal Form:

By

: \_\_\_\_\_

Print:

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**Kings County Association of Governments**

By:

\_\_\_\_\_  
Terri King, Director

Approved as to Legal Form:

By:

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Print:

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**Madera County Transportation Commission**

By:

\_\_\_\_\_  
Patricia Taylor, Director

Approved as to Legal Form:

By:

\_\_\_\_\_

Print:

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**Merced County Association of Governments**

By:

\_\_\_\_\_  
Stacie Dabbs, Director

Approved as to Legal Form:

By:

\_\_\_\_\_  
Print:

**Stanislaus Council of Governments**

By:

\_\_\_\_\_  
Rosa Park, Director

Approved as to Legal Form:

By:

\_\_\_\_\_  
Print:

**San Joaquin Council of Governments**

By:

\_\_\_\_\_  
Andrew Chesley, Director

Approved as to Legal Form:

By:

\_\_\_\_\_  
Print:

**Tulare County Association of Governments**

By:

\_\_\_\_\_  
Ted Smalley, Director

Approved as to Legal Form:

By:

\_\_\_\_\_  
Print:

## Exhibit A

Grant funding agreement number 19-REAP-14029

## Exhibit B

### Pro-rata Initial Allocations to Each Regional Transportation Planning Agency Based on January 2020 California Department of Finance Population Estimates

REAP PLANNING GRANT INITIAL ALLOCATIONS			MPO
			DISTRIBUTION
MPO Share by Population*			
Fresno Council of Governments	1,032,227	23.50%	\$1,114,737.62
Kern Council of Governments	927,251	21.11%	\$1,001,370.41
Kings County Association of Governments	156,444	3.56%	\$168,949.28
Madera County Transportation Commission	160,089	3.64%	\$172,885.65
Merced County Association of Governments	287,420	6.54%	\$310,394.79
San Joaquin Council of Governments	782,545	17.81%	\$845,097.40
Stanislaus Council of Governments	562,303	12.80%	\$607,250.45
Tulare County Association of Governments	484,423	11.03%	\$523,145.14
<b>Total</b>	<b>4,392,702</b>	<b>100.00%</b>	<b>\$4,743,830.75</b>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-REAP-14029

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Fresno Council of Governments

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$10,218,830.75

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Fresno Council of Governments

CONTRACTOR BUSINESS ADDRESS

2035 Tulare St., #201

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

TONY BOREN

TITLE

EX. DIRECTOR

CONTRACTOR AUTHORIZED SIGNATURE

Tony Boren

DATE SIGNED

8/20/20

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Shaun Singh

DATE SIGNED

9/3/2020

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)



## **AUTHORITY, PURPOSE AND SCOPE OF WORK**

### **1. Authority**

The Local Government Planning Support Grants Program is established for the purpose of providing regions and jurisdictions with one-time funding, including grants for planning activities to enable jurisdictions to meet the sixth cycle of the regional housing needs assessment. Up to two hundred fifty million dollars (\$250,000,000) shall be distributed under the program in accordance with Health and Safety Code sections 50515.02 and 50515.03. Of this amount, approximately one hundred twenty-five million dollars (\$125,000,000) is available to councils of governments and other regional entities. The Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grant Program, or "REAP") to councils of governments and other regional entities in accordance with the Notice of Funding Availability ("NOFA") pursuant to Health and Safety Code section 50515.04, subdivision (f).

Pursuant to Health and Safety Code section 50515.02, subdivision (d)(3), a council of governments or a fiscal agent of a multiagency working group, as defined in section 50515.02, may request up to 25 percent of its available funding in advance. This Standard Agreement authorizes the encumbrance of full funds available to the applicant pursuant to the NOFA, subject to all statutory requirements and all applicable provisions including the NOFA, initial application and award for advance payment, subsequent advance payment application and award, application and award for the full remaining fund amount and amendment to this agreement.

The Grantee shall consult with the Department on any amendment or other provision related to the implementation of the Program. The Department decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.04, subdivision (g).

### **2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning activities pursuant to the NOFA and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions

of the NOFA, this Agreement, subsequent amendments to this Agreement, the representations contained in the initial advance payment and subsequent full application(s), and the requirements of the authority cited above. Based on all representations made by the Grantee, the Department shall encumber the full amount pursuant the NOFA and provide advance payment and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds after the initial application up to 25 percent of the full amount described in Exhibit B.

**3. Definitions**

Terms herein shall have the same meaning as defined by the NOFA.

**4. Scope of Work**

Grantee shall use the awarded funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the application for 25 percent advance payment and any subsequent applications for partial or full funding. The Scope of Work may be amended in compliance with statutory requirements subject to approval by the Department.

**5. Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Scope of Work, approved application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be made available for audit and inspection by the Department at any point during the term of the agreement and subject to any amendments to this agreement.
- B. The Department may request additional information, as needed, to meet the statutory requirements of the Program and facilitate amendments to this agreement, including but not limited to reporting or audit requirements, progress in implementing advance payment(s), or award of the full amount available to the Grantee.

- C. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with statutory or Department requirements.
- E. The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this agreement or subsequent amendments.

**6. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development Division  
Land Use Planning Unit  
Attention: REAP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in any application and award and any subsequent modifications or additions thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

### **2. Grant and Reimbursement Limit**

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$10,218,830.75.
- B. This Agreement authorizes an initial advance payment(s) for eligible activities as described in the application.
- C. This Agreement authorizes subsequent award amounts or advance payment up to the total award amount as described in Section 2A, of this Exhibit, and subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the advance payment, any subsequent payment and the total amount prior to

disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by December 31, 2023 pursuant to Health and Safety Code section 50515.04(c )(1).
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before November 1, 2023, to ensure the Department meets the December 31, 2023 expenditure deadline. Under special circumstances, approved by the Department, the Department may modify the November 1, 2023 deadline and may provide exception, including, but not limited to, advance payment to carry out the terms of this agreement.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

**4. Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA which includes associated forms and guidelines and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve planning activities in accordance with the NOFA.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after October 1, 2019, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

## **5. Performance**

The Grantee will be subject to amendments to this section as a result of future applications and awards.

## **6. Fiscal Administration**

- A. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards, in consultation with the Grantee.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.

## **REAP TERMS AND CONDITIONS**

### **1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. The Grantee will be subject to amendments to this section as a result of subsequent applications and awards.

### **2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the State or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

### **3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may

perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
- 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.

B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.

- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
- 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 3) If there are audit findings, the Grantee shall submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.



- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
  - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

#### **4. Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee shall submit any requested documents to the Department within 30 days of the early termination notice.
- E. A strong implementation component for the funded activity through this Program is required, including, where appropriate, agreement by Grantee and its subcontractors to formally adopt or complete a planning or other activity consistent with the NOFA. The Grantee must carry out provisions to ensure the adoption or completion of activities in accordance with the NOFA, including activities subcontracted to localities. Grantee may be subject to repayment of the grant should the Grantee or any of its subcontractors under this agreement fail to adopt or complete activities set forth in its application, this Agreement or any amendments to this Agreement.
- F. The following shall each constitute a breach of this Agreement:
- 1) Grantee's failure to comply with any term or condition of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
- 1) Revoke existing REAP award(s) to the Grantee;
  - 2) Require the return of unexpended REAP funds disbursed under this Agreement;
  - 3) Require repayment of REAP Funds disbursed and expended under this agreement;
  - 4) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

with the REAP Program requirements; and

- 5) Other remedies available at law, by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 6) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

H. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

## **5. Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

## **6. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

## **7. Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

## **8. Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

**9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this

clause in all contracts and subcontracts they enter into to perform work under REAP.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

#### **10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action consistent with the terms of this Agreement and the interests of the Department.

#### **11. Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

#### **12. State-Owned Data**

- A. Definitions

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverables conceived or made, either solely or jointly with others during the term of this Agreement, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Department, ownership of all United States and international copyrights in each and

every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Department and no further agreement will be necessary to transfer ownership to the Department.

### **13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved, in consultation with the Grantee.

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

In the matter of:

AUTHORIZATION FOR THE EXECUTIVE	)	
DIRECTOR OF THE TULARE COUNTY	)	
ASSOCIATION OF GOVERNMENTS TO	)	Resolution No. 2020-XXX
SIGN THE SAN JOAQUIN VALLEY	)	
REGIONAL EARLY ACTION PLANNING	)	
COMMITTEE FOR HOUSING	)	
MEMORANDUM OF UNDERSTANDING	)	

WHEREAS, the Tulare County Association of Governments (TCAG) is a member of a San Joaquin Valley multiagency working group known as the San Joaquin Valley Regional Early Action Planning Committee for Housing; and

WHEREAS, the San Joaquin Valley Regional Early Action Planning Committee for Housing selected Fresno Council of Governments to serve as the fiscal agent for the multiagency working group; and

WHEREAS, the Fresno Council of Governments as the fiscal agent has prepared a Memorandum of Understanding to distribute the initial funding to each member agency on a population-weighted basis

NOW, THEREFORE, BE IT RESOLVED, THAT Tulare County Association of Governments agrees to the terms and conditions of the San Joaquin Valley Regional Early Action Planning Committee for Housing Memorandum of Understanding and authorizes the Executive Director of the Tulare County Association of Governments to sign said Memorandum of Understanding.

The foregoing Resolution was adopted upon motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, at a regular meeting held on the 14th day of December, 2020, 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-M

December 14, 2020

Prepared by Derek Winning, TCAG Staff

### SUBJECT:

**Action:** Authorize Participation in the California Inland Port Feasibility Analysis – Phase II

### BACKGROUND:

In 2019, the Central Valley Community Foundation along with the San Joaquin Valley Air Pollution Control District, The Ports of Long Beach and Los Angeles, all eight counties of the San Joaquin Valley, and other partners initiated a California Inland Port Feasibility Analysis. The purpose of the study was to assess the viability of establishing a rail-served inland port project in California. The study was conducted by Global Logistics Development Partners (GLD Partners), an investment advisory firm specializing in transportation and logistics investments.

The outcome of the study was a California Inland Port Feasibility Analysis Preliminary Business Model report, completed on April 8, 2020. The report documented the viability of an intermodal rail service to/from the Ports of Long Beach and Los Angeles northward through the Central Valley, and terminating in Sacramento, for replacing the current all-truck transport system.

The Preliminary Business Model concluded that a California inland port rail system is viable and that it would greatly reduce the amount of truck traffic and associated air pollution emissions on Valley highways by allowing goods to be shipped via railway instead of on heavy-duty trucks. The report also concluded that engaging the railroad companies and the State of California to play a leadership role in the project's implementation is needed.

The Preliminary Business model also tested three inland port scenario locations. Scenario 1 included 3 locations (Lathrop, Fresno, and Bakersfield). **Scenario 2 included 2 locations (Lathrop and Tulare).** And scenario 3 included only one location at Lathrop.

In comparing the three scenarios, an interim conclusion can be reached that the Two-Stop scenario with a market penetration rate of at least 20% could yield a viable project. With more refined analytics forthcoming in the Developed Business Model, we can provisionally assume that, from the perspective of market coverage and net cost per container box, the above analysis summary illustrates that the Two-Stop scenario represents the optimal strategy option. This scenario has the potential to demonstrate a substantial positive performance profile from a per-container box cost comparison perspective. As compared to the Three-Stop scenario, the Two-Stop scenario yields: 1) somewhat longer travel distances between intermodal stations which supports rail operational efficiency, and 2) by

the ultimate siting of intermodal assets, can offer optimized market access to most or all of the Market Shed.

## **DISCUSSION:**

The project sponsors have met with State officials and Caltrans and were encouraged to apply for a Sustainable Transportation Planning Grant for the second phase of the study. The project sponsors are requesting \$80,000 in support from the San Joaquin Valley Regional Transportation Planning Agencies to contribute toward the grant's matching requirement.

Phase II of the California Inland Port Feasibility Analysis will include creating a California Inland Port Advisory Council; assessing market interest, support and commitments among shippers; determining core project finance metrics; engage and work with the two Class One railroad companies; create functional transport centers that are models for clean energy transportation; develop associated economic competitiveness opportunities; and prepare a business plan for project implementation. Fresno COG has been designated as the lead agency to submit the Caltrans Sustainable Transportation Planning Grant application which will be due in late January 2021. It is anticipated the total cost of the Phase II study will be approximately \$450,000. The application to Caltrans would fund approximately \$250,000 of the total, with other cash contributions coming from the ports, the San Joaquin Valley Regional Planning Agencies, and other partners.

## **RECOMMENDATIONS:**

Participate in the regional study.

## **FISCAL IMPACT:**

TCAG local match estimated at \$12,000.

## **ATTACHMENTS:**

1. California Inland Port – Phase II Abstract
2. California Inland Port Feasibility Analysis - Phase I

**Due to the file size, this attachment is available under separate cover and can be found on the TCAG Website at:**

<https://tularecog.org/tcag/about-us/committees/tulare-county-association-of-governments-tulare-county-transportation-authority-tcag-tcta/>

## **California Inland Port**

In 2019, the Central Valley Community Foundation along with the San Joaquin Valley Air Pollution Control District, The Ports of Long Beach and Los Angeles, all eight counties of the San Joaquin Valley, and other partners initiated a California Inland Port Feasibility Analysis. The purpose of the study was to assess the viability of establishing a rail-served inland port project in California. The study was conducted by Global Logistics Development Partners (GLDPartners), an investment advisory firm specializing in transportation and logistics investments.

The outcome of the study was a California Inland Port Feasibility Analysis Preliminary Business Model report, completed on April 8, 2020. The report documented the viability of an intermodal rail service to/from the Ports of Long Beach and Los Angeles northward through the Central Valley, and terminating in Sacramento, for replacing the current all-truck transport system.

The Preliminary Business Model concluded that a California inland port rail system is viable and that it would greatly reduce the amount of truck traffic and associated air pollution emissions on Valley highways by allowing goods to be shipped via railway instead of on heavy-duty trucks. The report also concluded that engaging the railroad companies and the State of California to play a leadership role in the project's implementation is needed.

A supporting air quality analysis performed by the San Joaquin Valley Air Pollution Control District showed that the movement of freight via rail has the potential of yielding significant emissions benefits: Nitrogen Oxide (NOx) emissions were reduced by as much as 83 percent and greenhouse gas emissions were reduced by as much as 93 percent.

The study also concluded that a Central Valley inland port would support new job creation and investment growth by fundamentally repositioning the economic competitiveness of the Central Valley. With a more robust and efficient distribution system and direct rail service to and from the deep-water seaports, costs for shippers that manage global supply chains would be reduced, and the Central Valley would become much more attractive to high-value manufacturing sectors.

The project sponsors have met with State officials and Caltrans and were encouraged to apply for a Sustainable Transportation Planning Grant for the second phase of the study. The project sponsors are requesting \$80,000 in support from the San Joaquin Valley Regional Transportation Planning Agencies to contribute toward the grant's matching requirement.

Phase II of the California Inland Port Feasibility Analysis will include creating a California Inland Port Advisory Council; assessing market interest, support and commitments among shippers; determining core project finance metrics; engage and work with the two Class One railroad companies; create functional transport centers that are models for clean energy transportation; develop associated economic competitiveness opportunities; and prepare a business plan for project implementation.

This item was brought to the attention of San Joaquin Valley Regional Planning Agencies' Directors' Committee during several meetings in the month of November 2020. The Directors' Committee met with Pete Weber of California Forward and the project consultants. The Directors' Committee is supportive of the project in concept as it would alleviate truck traffic on State Route 99, provide emission reduction benefits, and the project aligns with the State of California's climate goals and initiatives. It should be noted that the Merced County Association of Governments will not participate in the Phase II study.

Fresno COG has been designated as the lead agency to submit the Caltrans Sustainable Transportation Planning Grant application which will be due in late January 2021. It is anticipated the total cost of the Phase II study will be approximately \$450,000. The application to Caltrans would fund approximately \$250,000 of the total, with other cash contributions coming from the ports, the San Joaquin Valley Regional Planning Agencies, and other partners.

It is recommended that the {name cog} Policy Board support the Phase II Inland Port Feasibility Study Analysis in the amount of \$                     .

## Tulare County Association of Governments

### **AGENDA ITEM VIII-N**

**December 14, 2020**

**Prepared by Brideget Moore and Holly Gallo, TCAG Staff**

#### **SUBJECT:**

**Information:** Tulare County Association of Governments' 2020 Walk and Roll Art Contest Winners

#### **BACKGROUND:**

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

#### **DISCUSSION:**

Students all over Tulare County chose to participate and submit their art work to TCAG to show how they can do their part to help keep the air clean. The following students will have their outstanding art work awarded with a bike, bike helmet, and certificate of appreciation:

- Emmeral I. – Kindergarten – Palo Verde Elementary – Tulare
- Erick D. – Kindergarten – Oak Valley Elementary – Tulare
- Scarlett D. – Third Grade – Oak Valley Elementary – Tulare
- Yoselin R. – Eighth Grade – Burton Middle School - Porterville

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

A Special thanks to the 2020 Platinum Walk & Roll sponsor 4Creeks and Silver sponsor QK, Inc.

#### **ATTACHMENTS:**

None