

Tulare County Association of Governments	Date: Monday, August 16, 2021 Time: 1:00 p.m. Place: Tulare County Board of Supervisors 2800 W. Burrel Avenue Visalia, CA 93291
Technical Advisory Committee	Date: Thursday, August 12, 2021 Time: 1:30 PM Place: Tulare County Association of Governments 210 N. Church Street, Suite B (Sequoia Conference Room) Visalia, CA 93291
<p>NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to the Governor’s Executive Order N-08-21 (June 11, 2021), available at https://www.gov.ca.gov/wp-content/uploads/2021/06/6.11.21-EO-N-08-21-signed.pdf</p> <p>Zoom Meeting Direct Link: https://bit.ly/2Zt4BQY Toll Free Call in: 1(888) 475-4499 Meeting ID: 744 710 0343 Passcode: 82243742 Call in only instructions: Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.</p>	

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact the TCAG office at 559-623-0450 at least 3 days prior to the meeting. If information is needed in another language, contact (559) 623-0450. Si se necesita esta información en español, llame (559) 623-0450. Kung ang kailangang impormasyon ay sa Tagalog, tawagan ang (559) 623-0450

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

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

**NOTICE TO THE PUBLIC
 PUBLIC COMMENT PERIOD**

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

Convene as the Transportation Policy Advisory Committee

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

IV. TRANSPORTATION CONSENT CALENDAR –INFORMATION ITEMS

Request Approval of the Transportation Consent Calendar Action Item IV-A.

- A. Action: Adoption of Resolution: Approve the 2021/22 Senate Bill 1 (SB 1) State of Good Repair Project List (Pages 01-08)
- B. Information: Update on Timing and Funding Implications of the Federal SAFE Vehicles Regulation (Pages 09-10)
- C. Information: Final Update on 2020 Census Complete Count Outreach (Pages 11-14)
- D. Information: Senate Bill 1 (SB 1) Competitive Programs Update (Pages 15-16)

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

- A. Presentation: Tulare County Bridge Program – Reed Schenke (No Page)
- B. Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update (Pages 17-18)
- C. Information: Implementation Status of Federally Funded Projects (Pages 19-20)
- D. Information: 2022 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) Policy Element (Pages 21-36)
- E. Information: Caltrans Monthly Report (No Page)

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

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

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

VII. ASSOCIATION CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

- A. Action: Minutes of June 28, 2021 TCAG Board Meeting (Pages 37-42)
- B. Action: Minutes of June 24, 2021 Technical Advisory Committee Meeting (Pages 43-46)
- C. Action: Adoption of Resolution: Reaffirm Agreement with 4Creeks for City of Farmersville Complete Streets and Multimodal Access Study (Pages 47-76)
- D. Action: Adoption of Resolution: Approve Kimley-Horn and Associates, Inc., to Update the Intelligent Transportation Systems (ITS) Regional Architecture and to Provide Three Year On-Call Architecture Maintenance and ITS Consulting Services (Pages 77-82)
- E. Action: Local Clearinghouse Review (LCR) 2021-01: Self-Help Enterprises (SHE) FY 2021 United States Department of Agriculture (USDA) Rural Development Section 533 Housing Preservation Grant (HPG) Application (Pages 83-88)
- F. Action: Local Clearinghouse Review (LCR) 2021-02: City of Woodlake United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application (Pages 89-94)
- G. Action: Approve Agreement with the Tulare County Regional Transit Agency (TCRTA) Concerning Services and Office Space (Pages 95-98)

- H. Action: Approve Memorandum of Understanding (MOU) with the Tulare County Regional Transit Agency (TCRTA) Regarding Federal Transit Planning and Programming (Pages 99-110)
- I. Action: Adoption of Resolution: Approval of Amendment No. 3 to the FY 2021/2022 Overall Work Plan (OWP) (Pages 111-124)
- J. Information: Regional Early Action Planning (REAP) Update (Pages 125-130)

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

- A. Information: Legislative Update (Pages 131-132)
- B. Presentation: Report from Congressman Nunes' Office (No Page)
- C. Presentation: Report from Congressman Valadao's Office (No Page)
- D. Presentation: Report from Assemblyman Mathis' Office (No Page)
- E. Presentation: Report from Senator Hurtado's Office (No Page)
- F. Action: Adoption of Resolution: Appointment of Member-At-Large for Position No. 2 (Pages 133-142)
- G. Information: Vacancy of Alternate Member at Large Position No. 2 (Pages 143-144)
- H. Information: Regional Transit Coordination Update (Pages 145-146)

IX. CORRESPONDENCE

- I. Brown Armstrong Audit (Pages 147-148)

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, September 20, 2021 at 1:00 p.m.** at the **Tulare County Board of Supervisors, 2800 W. Burrel Avenue, Visalia, CA 93291**. The Technical Advisory Committee (TAC) will meet on **Thursday, September 16, 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

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

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

TCAG STAFF

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

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TCRTA STAFF

Richard Tree, Executive Director – TCRTA

AGENDA ITEM IV-A

August 16, 2021

Prepared by Giancarlo Bruno, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approve the 2021/22 Senate Bill 1 (SB-1) State of Good Repair Project List

BACKGROUND:

The California State of Good Repair (SGR) Program was authorized as a part of Senate Bill 1 signed into law on April 28, 2017. The program provides approximately \$105 million annually to transit operators for qualifying transit maintenance, rehabilitation, modernization, and capital projects. The additional funds are sourced from the Transportation Improvement Fee (TIF) on motor vehicle registrations which was introduced on January 1, 2018. The program will be allocated under the State Transit Assistance (STA) Program formula. Half of the available funds are allocated according to regional population and half according to transit operator revenue.

For local agencies to receive funding through the SGR Program, TCAG must approve and submit their project lists to Caltrans. After project lists are submitted annually and approved, funds are disbursed quarterly from the State Controller's Office (SCO). The funds are allocated per Public Utility Code 99313 and 99314 for projects deemed eligible by Caltrans on the submitted project list.

It should be noted that STA funds are allocated annually by the State Controller, and SGR funds are a result of the new TIF revenues; the available amount of SGR funding available for 2021/22 is an estimate. Claim amounts exceeding actual receipts will not be paid out; conversely, excess revenues can be claimed via a claim amendment or in the following fiscal year.

DISCUSSION:

To be eligible for FY 2021/22 funding, transit agencies must submit a project list to the Regional Transportation Planning Agency (RTPA). As RTPA for Tulare County, TCAG must approve the project list and submit it to Caltrans by September 1st each year.

Attached is the list of proposed projects that were submitted by Tulare County transit agencies for SB-1 State of Good Repair funds.

RECOMMENDATION:

Approve the 2021/22 SB-1 State of Good Repair project list. Authorize staff to make minor technical changes as may be required for submittal.

FISCAL IMPACT:

There is no fiscal impact to TCAG.

ATTACHMENTS:

1. Resolution approving the SB-1 State of Good Repair Project List
2. 2020/21 Project List

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

In the matter of:

APPROVAL OF THE SB-1 STATE OF GOOD)
REPAIR PROJECT LIST FOR FISCAL) Resolution No 2021-xxx
YEAR 2021/22)

WHEREAS, the California State of Good Repair (SGR) Program was authorized under Senate Bill 1 signed into law on April 28, 2017 to fund eligible transit maintenance, rehabilitation, and capital projects in order to maintain the public transit system in a state of good repair; and

WHEREAS, TCAG is an eligible project sponsor and may receive and distribute SGR funds to eligible local agencies for eligible projects; and

WHEREAS, to be eligible for FY 2021/22 funding, all agencies listed on the State Controller Office Allocation Estimate letter must submit a project list to TCAG.

NOW, THEREFORE, BE IT RESOLVED that the 2021/22 SGR Project List, as attached, is approved for the SGR Program funds.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Directors of the Tulare County Association of Governments that each fund recipient shall comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

The foregoing Resolution was adopted upon motion of Member , seconded by Member , at a regular meeting held on the 16th day of August, 2021 by the following vote:

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Pete Vander Poel, III
Chair, TCAG

Ted Smalley
Executive Director, TCAG



Each Fiscal Year a project list **must** be completed to receive an apportionment of SGR funds.
Project Lists are due to the Department by September 1st.

This form contains three worksheets to be filled out. All Fields are necessary for reporting and transparency purposes. Complete as thoroughly as possible.

Greyed out cells are auto-populated.

Light Yellow fields are dropdown selections.

Cells with a comment indicator include descriptions that can be viewed by hovering over the field.

1 Regional Entity Information

Beginning the 19-20 allocation year, regional entities must compile and submit one project list including all PUC Section 99313 and 99314 funded projects for the region.

We expect the totals reported on this tab to reconcile with the Region Combined SGR List and Region Combined STA Only List.

2 Region Combined SGR List

If you are adding funding to an existing project, please be sure the project title matches the previous year's project list.

Save and **rename** the file RegionalEntity19_20. For example, VenturaCTC19_20.

Email the completed **Excel file and supporting documents** to SB1SGRcomments@dot.ca.gov when complete or you can wait to enter this information in the CalSMART system in August.

Useful Links

SGR Website

<http://www.dot.ca.gov/drmt/spstasgr.html>

SCO Website - STA and SGR Program

https://www.sco.ca.gov/ard_payments_transit.html

Rebuilding California Website

<http://rebuildingca.ca.gov/>

Find your Congressional Representative

<https://www.house.gov/representatives/find/>

Find your State Representatives

<http://findyourrep.legislature.ca.gov>



Regional Entity Information

Funding Fiscal Year: 2021-22

Regional Entity :

Tulare County Association of Governments

***State of Good Repair Funding**

99313 Estimated Allocation for the Region	\$	708,747
99314 Estimated Allocation for the Region	\$	75,370
Total	\$	784,117

Contact Name:

Giancarlo Bruno

Contact Phone Number:

559-623-0470

Contact Email:

gbruno@tularecag.ca.gov

The 2020-21 Allocation Estimates can be found on the California State Controller's website:

https://www.sco.ca.gov/ard_payments_transit_2019.html

At the time of preparing this form the January 2019 allocation estimates were available. Note, we will update your allocation amounts once the SCO publishes the August allocation estimates.

*SGR allocation estimate letter dated January 31st:

https://www.sco.ca.gov/Files-ARD-Payments/Transit/statetransitassistanceestimate_sgr_1920_january19.pdf

**STA allocation estimate letter dated January 31st:

https://www.sco.ca.gov/Files-ARD-Payments/Transit/statetransitassistanceestimate_1920_january19.pdf

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#	State of Good Repair Project Information													COSTS							Legislative Districts			Notes, Comments, Additional Information		
	Recipient/Region <i>Auto-Populated</i>	Sub-Recipient/Operator <i>Dropdown Selection</i>	Project Title <i>Exhibit Title, max length 255 characters. Max 75 Characters</i>	Project Description <i>Max 300 Characters If you need more space please add additional information in Notes</i>	Asset Type <i>Dropdown Selection</i>	Project Category <i>Dropdown Selection</i>	Current Condition of Asset <i>Dropdown Selection</i>	Useful Life If applicable <i>In Years</i>	Project Dates		Project Location City	Project Location County	Existing State of Good Repair Project	SGR Costs				Non-SGR Costs			Total Project Costs <i>Auto Populated</i>	Congressional	Senate		Assembly	
									Project Start Date <i>MM/DD/YYYY</i>	Project Completion Date <i>MM/DD/YYYY</i>				2021-22 SGR Costs 99313	2022-23 SGR Costs 99314	Total SGR Costs 99313	Total SGR Costs 99314	Total Other SBT Costs <i>Please identify program in Notes</i>	Total STA Costs - <i>Max including SGR</i>	Total All Other Funds						
1	<i>Auto-Populated from Regional Entry Info Tab</i> Tulare County Association of Governments	City of Visalia	Purchase of one (1) Fixed-Route Bus	Purchase of one (1) Fixed-Route Replacement Bus	Rolling Stock/Fleet	Replacement	Poor	12	7/1/2021	6/30/2022	Visalia	Tulare	Yes	New	\$ 204,877	\$ 45,288	\$ 752,881	\$ 45,288			\$ 82,781	\$ 880,950	22	16	26	
2	Tulare County Association of Governments	County of Tulare	Transit Vehicles	Transit Vehicles	Rolling Stock/Fleet	Replacement	Poor	10	7/1/2022	3/30/2023	Visalia	Tulare	Yes		\$ 230,643	\$ 12,283	\$ 463,633	\$ 24,585		\$ 1,045,773		\$ 1,533,991	21,22,23	14,16	23,26	Match funding for existing 5339 and CMAQ grants. Includes City of Lindsay allocation.
3	Tulare County Association of Governments	City of Porterville	Regional Microtransit Vehicle Purchase	Purchase 2 battery-electric vans for regional on-demand service.	Rolling Stock/Fleet	Modernization		10	7/1/2021	6/30/2025	Porterville	Tulare	No		\$ 273,228	\$ 17,799	\$ 273,228	\$ 17,799				\$ 291,027	21,22,23	14	26	21/22 Tulare County Regional Transit Agency Members - Dimuba, Exeter, Farmersville, Porterville, Tulare, Woodlake

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AGENDA ITEM IV-B

August 16, 2021

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 included 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. An executive order issued in the first days of the new administration set a target of review by applicable federal agencies of SAFE Rule Part One, by April, 2021, and Part Two, by July, 2021. In late April, EPA published in the Federal Register a notice of reconsideration of the withdrawal of California’s preemption waiver. This regulatory process is ongoing.

Because California’s current mobile source emissions model, EMFAC, did not account for the greater emissions possible under the SAFE Vehicles Rule, it could not be used to demonstrate regional or project-level conformity with the Clean Air Act until updated.

California, along with at least 23 other states, 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. See also:

<https://calcog.org/how-the-safe-rule-will-affect-transportation-infrastructure-in-california/>

On November 20, 2019, the California Air Resources Board (ARB) published off-model adjustment factors for EMFAC output intended to replicate the effects of implementation of the SAFE Vehicles Rule. This was proposed to make conformity determinations for non-exempt plans and projects possible until the emissions model itself could be updated. The 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 address 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. 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 more central issue becomes the characteristics of EMFAC 2017 itself. Five of the eight 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. The newest version of EMFAC (2021 v1.0.1) was released on April 30, 2021. 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, other state agencies, and US EPA.

DISCUSSION:

With regard to emissions modeling, at a recent meeting between valley MPO staff and consultants, ARB and US EPA, there was consensus that MPOs could continue to use the current version of EMFAC (2014) for upcoming Regional Transportation Plan (RTP) updates if actual modeling for the RTPs begin by the sunset date of that model in August of 2021. This appears to be a viable option for TCAG. It fits within our current RTP update schedule. The discussions have also included questions about the ability of valley regions to process subsequent plan amendments. Valley representatives reported that ARB and EPA staff thought minor amendments involving non-exempt projects, that can use existing conformity determinations, should be able to proceed.

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 Regulation and emissions modeling discussed above as well as potential new issues arising from shifting legislative and regulatory priorities at various governmental levels. There will be a valley-wide inter-agency air quality subsequent to the publishing of this agenda item. Any important updates discussed during that call will be passed along to the Board at its regular meeting.

ATTACHMENT(S):

None

AGENDA ITEM IV-C

August 16, 2021

Prepared by Barbara Pilegard and Roberto Brady, TCAG Staff

SUBJECT:

Information: Final Update on 2020 Census Complete Count Outreach

BACKGROUND:

The U.S. Census Bureau

The U.S. Census Bureau counts each resident of the country, where they live on April 1, every decade. The Constitution mandates the enumeration to determine how to apportion the House of Representatives among the states and to distribute billions of dollars in federal funds to local communities. More than 70 federal programs that benefit California, including education, health, and transportation, use Census numbers as part of their funding formulas.

California Complete Count

California Complete Count – Census 2020 is a statewide outreach and awareness campaign designed to ensure the federal government collects an accurate and complete count of all California residents in the upcoming U.S. Census 2020. California’s Census efforts are designed to supplement the U.S. Census Bureau’s outreach campaign and through collaboration, avoid duplication of work.

California Census Funding

State leaders made a significant commitment to California’s outreach and communication efforts in support of the U.S. Census 2020 by investing in strategies and activities that will help ensure an accurate and successful count of all Californians, including approximately \$27 million in funding for local governments. The County of Tulare chose to participate in this funding program and executed an Agreement with the State of California, California Complete Count – Census 2020 in the amount of \$582,714 on March 26, 2019.

TCAG Sub-contract for Census Outreach

For both the 2000 and 2010 censuses, TCAG was the lead agency in Tulare County for formation of a Census Complete Count Committee and conducting outreach related to the California Complete Count. In terms of census outreach, California is considered to have one of the largest proportions of “hard to reach” populations in the nation. Tulare County is also considered to have one the highest proportions in the state. Tulare County approached TCAG to again take the lead in these tasks for the 2020 Census. On January 28, 2019, the TCAG Board authorized the Executive Director to negotiate an agreement with Tulare County to conduct outreach for the 2020 Census. The agreement between TCAG and the County was executed on April 15, 2019.

DISCUSSION:

Tulare County Regional Complete Count Committee

The Tulare County Regional Complete Count Committee (CCC) was comprised of representatives from a wide range of government, education, business, healthcare, media

and community-based organizations. Due to COVID-19, communications with Tulare County CCC participants continued via email.

Outreach was also shifted towards media, social media, and phone outreach as organizations incorporated Census outreach as part of their modified interactions with clients. Census information and promotional items were included as part of various food distribution efforts throughout the county through FoodLink, Dolores Huerta Foundation, La Ley KGEN / La Poderosa KTIP radio, LULAC and other CCC partners.

The local Census media campaign continued through mid-October 2020 with local Census messaging included on Univision (KFTV 21 and KTFF 61 television, KONN, KRDA and KLLC radio stations), La Ley KGEN / La Poderosa KTIP radio and Punjabi Radio (KWRU and KLHC). In addition, Census messaging in Punjabi was placed on three billboards located along Highway 99. The local messaging was designed to complement the Census Bureau's national and the State Census Office's statewide media campaign.

The final 2020 Census Self-Response rates were: 67.0% (National); 69.6% (California); and 65.4% (Tulare County). The 2020 Self-Response rate for Tulare County exceeded the final 2010 Self-Response rate of 65.0%. The remainder of nonresponding households were enumerated during Nonresponse Follow-up (NRFU) operations by Census takers. The Census Bureau indicates that they achieved 99.9% completion for all States. Census data collection concluded on October 15, 2020.

The Final Report for Tulare County was submitted to the State on December 4, 2020 and was approved by the State Census Office on December 8, 2020.

Over the course of Census outreach in Tulare County, CCC partners and other volunteers distributed a large quantity of Census materials throughout local communities as part of efforts to reach hard to count residents. These include:

- 48,000 Census Grocery Tote Bags
- 230,000 Census Know Your Rights Cards
- 2,500 "We Support the Census/The Census Supports Us" Posters
- 10,760 Census Color Change Pencils
- 5,000 Census Plush Bears
- 1,500 Census Disc Golf Discs
- 15,000 Census Coloring Books
- 10,000 Census Crayon Packs
- 1,800 Census Hand Tracing / Glitter Projects
- 200 We Count! Census Children Books

Census Outreach Budget Update

A summary of final outreach expenses is provided in the following table. The remaining balance reflects the fact that not all partner organizations were able to fully utilize their Census outreach Mini Grant funds.

Description	Amount	Totals
<i>Total Census Outreach Budget</i>		\$582,714
<i>Census Outreach Category</i>		
Mini Grants with Partner Organizations	\$139,819	
Outreach Staff Costs	\$75,621	
Media Outreach	\$106,374	
Outreach Materials and Expenses	\$171,149	
QAC Materials and Expenses	\$2,470	
Administration Costs	\$58,271	
	<i>Subtotal</i>	\$553,704
	<i>Balance</i>	\$29,010

Census Data Release Update

The first results from the 2020 Census were released by the Census Bureau on April 26, 2021 and indicated that the U.S. total population as of April 1, 2020 was 331.4 million (increase of 7.4% from 2010). The total population for California as of April 1, 2020 was 39.5 million (increase of 6.1% from 2010).

The Census Bureau plans to release the data that will be used for redistricting efforts by August 16. This release will provide population data by state, county and city (down to the census block level) for demographic characteristics including:

- Race and ethnicity
- Voting-age population
- Occupied and vacant housing units
- People living in group quarters (such as nursing homes, prisons, military barracks and college dorms).

The Census Bureau has indicated that data will first be provided in “legacy” format (the same format that was used in the 2000 and 2010 Censuses). By September 30, the same data will be available online in a more user-friendly format at data.census.gov.

ATTACHMENT(S):

None

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AGENDA ITEM IV-D

August 16, 2021

Prepared by Gabriel Gutierrez, TCAG Staff

SUBJECT:

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

BACKGROUND:

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

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

DISCUSSION:

On August 24, 2021 TCAG staff will be attending the 2022 All SB 1 Competitive Programs Kick-off Workshop. This workshop marks the beginning of the process that ultimately leads to the adoption of program guidelines and the call for projects for the 2022 Solutions for Congested Corridors, Local Partnership, and Trade Corridor Enhancement programs. Staff will provide important updates to the TCAG Board regarding these programs as they become available. The Active Transportation Program is on a separate schedule from the SB 1 programs described above. It is anticipated that ATP guidelines discussions for Cycle 6 will begin in late 2021 or early 2022.

Status of Previously Awarded SB 1 Funded Projects

Funding Program	Project Description	Status
Local Partnership Program	Commercial Avenue Interchange Project. Project awarded \$9 million in LPP Competitive Program (LPP-C) funds.	LPP-C funds programmed in FY 21/22 for use in the construction phase. Project currently undergoing design and right-of-way. Allocation of CON is scheduled for some time in the Spring of 2022.
Trade Corridor Enhancement Program	TCEP funds are not programmed on any projects from the TCAG region.	
Active Transportation Program	The following projects received ATP funding during Cycle 5: -City of Porterville’s Butterfield Stage Corridor (Grand Avenue to College Avenue) (Statewide Component - \$7,100,000) -Caltrans’ Ivanhoe Safe Routes to School Project (MPO Component - \$1,070,000) -County of Tulare’s Tipton Sidewalk Improvements Project (MPO Component - \$1,218,000)	Projects from the TCAG region fared well during Cycle 5 with over \$9.3 million being awarded. There is still the possibility of receiving a significant amount of additional funds for ATP projects utilizing surplus funding from the State budget. This is still being negotiated between the Governor and the legislature.

RECOMMENDATION:

Information item only. No action needed at this time.

ATTACHMENTS:

None

AGENDA ITEM V-B

August 16, 2021

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 June 23rd-24th. The next CTC meeting via webinar/teleconference is on August 18th-19th. 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:

August CTC Meeting

The CTC did not release their agenda prior to the printing of the TCAG agenda. Tulare County items of interest will be discussed at the TCAG meeting.

June CTC Meeting

State Highway Operation and Protection (SHOPP) Minor Program allocations:

\$1.25 million for drainage improvements along SR-190 near Poplar.

\$1 million for operation improvements for SR-198 between Giddings and Watson in Visalia.

Local Partnership Program (LPP) allocation:

\$1.387 million for the right of way phase of the widening of Caldwell Ave between Santa Fe and Lovers Ln in Visalia.

Active Transportation Program (ATP) programming:

\$1.07 million for the Ivanhoe safe routes to school project (construction in FY24/25)

\$1.218 million for sidewalk improvements in Tipton (construction in FY 24/25)

May CTC Meeting

State Highway Operation and Protection (SHOPP) allocations:

\$800 thousand for the environmental phase to install centerline rumble strips, replace Transportation Management System (TMS) elements, pavement markings and signs on SR-201 from post mile 0.0 to 4.9, east of Madsen to Road 56 near Kingsburg.

\$2.59 million for design and 1.18 million for right of way support for pavement rehabilitation, upgrade TMS elements, replace signs and upgrade ADA facilities on SR-63 from Caldwell Ave to SR-198 in Visalia.

2020 RTIP/STIP

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

2020 RTIP/STIP

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

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

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

³\$2.0 million from ITIP, \$2.15 million from RTIP

⁴\$4.3 million from ITIP and \$2.07 million from Prop 1b savings

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

2022 RTIP/STIP

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

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

ATTACHMENTS:

None

AGENDA ITEM V-C

August 16, 2021

Prepared by Gabriel Gutierrez and Elizabeth Forte, TCAG Staff

SUBJECT:

Information: Implementation Status of Federally Funded Projects

BACKGROUND:

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

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

DISCUSSION:

STBGP

As the Metropolitan Planning Organization for the Tulare County region, TCAG is responsible for soliciting projects from eligible agencies for programming in the FTIP and ensuring that the funds are being utilized appropriately and are obligated in a timely manner. Beginning in federal fiscal year (FFY) 22/23, TCAG will begin distributing federal STBGP funds on a competitive basis. The first call for projects is scheduled for the fall 2021. Selected projects will be programmed in the current and future FTIPs. STBGP funds in FFY 20/21 remain committed to the two projects described in the table below. Funds from FFY 21/22 in the amount of \$3.086 million are programmed on the City of Visalia's Riggan Avenue Widening (Akers to Demaree) Project.

FFY	Agency	Project Name	Project Description	Amount of STBGP Funds
20/21	Visalia	Tulare Avenue Rehabilitation	In City of Visalia, on Tulare Avenue from Demaree Avenue to Cotta Street; rehabilitate roadway	\$1,834,000 in STBGP and \$1,155,000 in HIP funds for construction (E-76 approved on 8/3/2021)
	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 for construction (E-76 approved on 4/16/2021)

CMAQ

Two roundabout projects were scheduled for obligation this year. The project in Dinuba has been obligated (received funding approval). The Woodlake project has submitted all necessary items and is in the funding queue; it is expected to be funded this fiscal year.

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

Two transit project were able to be advanced this year. Three electric buses were approved for the City of Porterville. The CMAQ amount is \$2,055,000 and the match is \$693,000. Visalia Transit also received \$1,386,000 in CMAQ funds to support a new transit route to the Industrial Park.

ATTACHMENT:

None

AGENDA ITEM V-D

August 16, 2021

Prepared by Benjamin A. Kimball, TCAG Staff

SUBJECT:

Information: 2022 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) Policy Element

BACKGROUND:

The Regional Transportation Plan (RTP) is a 20-year planning document that TCAG updates at least once every four years. The RTP is the highest level and most comprehensive planning document prepared by TCAG. The 2022 RTP will outline transportation improvements and other related planning elements through the year 2047. Planned transportation improvements must be financially constrained, based on funding estimates, and performance measures should be defined. Elements of the RTP include: the Executive Summary, Policy Element, Action Element, Financial Element, Sustainable Communities Strategy, and a Valley-wide Chapter. There are also several associated documents and plans required such as Air Quality Conformity, the Regional Active Transportation Plan, the Regional Transit Plan, the Cross Valley Corridor Plan, and the Environmental Impact Report (EIR).

DISCUSSION:

Staff has completed an internal review and update of the Draft 2022 RTP Policy Element. The Policy Element includes major transportation goals, objectives, and policies. Changes from previous plans are aimed at modernizing the document to reflect the latest issues, trends and needs, such as the changes to funding structures, transit, regional plans and mandates from the state and federal government. Special consideration was given to incorporate the Congestion Management Process (CMP) more fully, in response to a request to do so by the Federal Highways Administration in our last Certification Review Process. Additional changes highlight better efforts to better serve disadvantaged communities, including the Tule River Tribe. These policies will be presented and discussed at a meeting with the RTP Roundtable and the Rural Communities Committee on August 12, 2021. Input gathered during those meetings will be shared with the TCAG Board.

Staff is seeking input and direction on the draft Policy Element. The RTP Roundtable has reviewed the draft and made comments on it. The Draft RTP in its entirety will be out for public review during the beginning of 2022, with a goal to adopt it in June 2022.

ATTACHMENTS:

1. Draft Policy Element

Tulare County Association of Governments 2022 RTP/SCS

Policy Element

The Policy Element identifies transportation goals, objectives, and policies that will help meet the needs of the region. These goals, objectives, and policies are established to determine specific courses of action to guide Tulare county toward implementation of the Regional Transportation Plan and the Sustainable Communities Strategy.

There are forces at work in the Tulare County region that create a significant need for transportation facilities and new and better ways to provide these services. Population growth in the coming years is expected to be near the highest (per capita) in the state, driven partially by the flight of urban residents from the state's larger cities toward rural areas like Tulare County during the Covid Epidemic, higher birthrates than other parts of the state and lower property costs. The region also is consistently in the top three counties in the nation for agricultural production that rely heavily on transportation facilities to move goods to market. The region has a healthy tourism industry thanks to two National Parks, a National Monument and other attractions. The region also suffers from some of the worst poverty rates in the nation, and chronic lack of adequate services, facilities and public funding. Tulare County is in the most polluted air basin in the country. State Route 99 is a goods movement corridor of national and international importance and is the most congested highway in the nation not on the Federal Highway System (aka: lacking federal funding for maintenance that other highways benefit from). It is also one of the most dangerous in fatalities per mile by some measurements. The challenges in this region are enormous. Balancing these needs in a Regional Transportation Plan with so few resources to draw from is no small feat.

The transformational vision contained in the Cross Valley Corridor Plan adopted as part of the previous 2018 Regional Transportation Plan forms the foundation of the future of transportation in the region and is a significant departure from reliance on the automobile as the primary form of moving around. The vision was built around the potential for a High Speed Rail Station in the Hanford Area and a connection between this station and an existing east-west rail corridor that stretches from Huron in Fresno County to the west, through Naval Air Station Lemoore, the City of Lemoore, Hanford, and eastward into Tulare County through Goshen, Visalia, Farmersville, Exeter, Lindsay, Strathmore and Porterville. The ultimate vision of passenger rail sharing the existing rail line with freight trains is the backbone of an increasingly dense corridor that would concentrate future growth in urban centers surrounding future passenger rail stations that are now operating as bus transit centers. Under this new plan, higher residential and commercial densities would be encouraged to allow a greater number of residents and businesses to be located within walking distance of the new stations, reducing some dependency on the automobile. Those who did not live in walking distance of a station would be served by new and improved bus transit facilities, active transportation corridors, micro-transit and electric vehicle car-sharing services all oriented to bringing people into the transit centers along the rail line. Cities and communities not located on the rail line, such as Tulare, Dinuba and Woodlake, would be served by an increasingly efficient and coordinated busing system designed to link those communities with the Cross Valley Rail Stations in the other communities. When fully implemented, the majority of urban residents in the region will have access to the high speed rail station in Hanford, through this diversity of modes, without ever having

to drive a car. The 2022 Regional Transportation Plan not only builds upon that vision, but quantifies through the scenario planning efforts, the results of such development in terms of important metrics like air quality improvements, reduced greenhouse gas emissions, savings in per capita use of electricity and water, improvements to public health, improvements in disadvantaged communities and other benefits.

Serving disadvantaged communities in the Tulare County Region has long been a top priority and is reflected in the structure of the Governing Board of the Tulare County Association of Governments that gives greater representation (per capita) to residents in small, rural (and disadvantaged) communities over the larger, more affluent cities. Many of our programs and funding target disadvantaged communities specifically, for example:

- Complete community transformations of Lindsay and Woodlake
- All of the region's projects funded in the Affordable Housing and Sustainable Communities Grants have gone to disadvantaged communities
- A majority of Active Transportation Program funding has been spent in disadvantaged communities, including those within the cities.
- All of the new transit center funding has been directed to project locations within disadvantaged communities.
- Nearly all of the grant and regional funding for Complete Streets Plans have been located in disadvantaged communities.
- All of the Bike Rodeo's put on by TCAG have been carried out in disadvantaged communities.
- A majority of the new roundabouts that have been funded through TCAG have been located in disadvantaged communities.
- A majority of the new rail crossings that have been funded through TCAG have been located in disadvantaged communities

In the 2018 RTP there was a major effort launched to extend public outreach to a greater constituency. This included new efforts to reach disadvantaged communities in ways that would be effective and helpful to them. This outreach included workshops in disadvantaged communities (including at the Tule River Tribal Council) and over 70 different pop up events, all but one being done in disadvantaged communities. The one that was not was conducted at the Riverway Sports Park in Visalia but was actually intended to reach disadvantaged communities who were involved in the youth soccer league there. Social media helped reach thousands of new residents we didn't connect with before and a surprisingly high number of them were residents from disadvantaged communities that had a hard time participating in the physical events.

For the 2022 RTP, outreach includes setting up presentations and gathering input in all eight local agencies, the Tule River Tribe, several unincorporated disadvantaged communities, partnering with foodlink distribution, increasing the online presence and opportunities to help connect with residents who struggle to attend workshops physically, a presence at the Tulare County Fair and on social media.

Governing Policies:

ENVIRONMENTAL JUSTICE

GOAL: ENSURE THAT TRANSPORTATION INVESTMENTS DO NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE OR DISABILITY.

Objective: Require regional transportation planning that is consistent with Title VI and Environmental Justice Federal Requirements.

Policy:

1. Assure that transportation project benefits and burdens are not inequitably distributed throughout the region.

Objective: Include targeted outreach to environment justice communities in transportation planning.

Policies:

1. Provide environmental justice communities opportunities for input into transportation plans, programs, and projects in a manner consistent with Title VI of the 1964 Civil Rights Act and Executive Order 12898 on Environmental Justice, including the prohibition of intentional discrimination and adverse disparate impact with regard to race, ethnicity or national origin.
2. Provide outreach to various environmental justice communities within Tulare County, including, but not limited to, the Tule River Tribe and primarily Spanish-speaking communities.
3. Avoid, minimize, or mitigate disproportionately high and adverse human health environmental effects, including social and economic effects, on minority populations and low-income populations.
4. Ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.

AIR QUALITY AND GREENHOUSE GASES

GOAL: PROMOTE THE IMPROVEMENT OF AIR QUALITY AND GREENHOUSE GAS REDUCTIONS THROUGH CONGESTION MANAGEMENT, COORDINATION OF LAND USE, HOUSING, AND TRANSPORTATION SYSTEMS, PROVISION OF ALTERNATIVE MODES OF TRANSPORTATION, AND PROVISION OF INCENTIVES THAT REDUCE VEHICLE MILES TRAVELED.

Objective: Encourage coordinated development to achieve an improved jobs-housing balance in the regional.

Policies:

1. Encourage mixed-use developments in urbanized areas.
2. Encourage provision of an adequate supply of housing for the region's workforce and adequate sites to accommodate business expansion to minimize interregional trips and long-distance commuting.

Objective: Plan for and implement coordination of land use and alternative modes of transportation that would reduce vehicle miles traveled by providing urban and rural residents with transportation options in multiple modes.

Policy:

1. Support coordinated alternative modes of transportation including transit, pedestrian, bicycle, and rideshare and vanpool programs.

Objective: Prioritize projects that contribute to improved air quality and reduced greenhouse gas emissions.

Policies:

1. Support the implementation of alternative fuel and other power sources for surface transportation, such as Compressed Natural Gas and electricity.
2. Achieve United States Environmental Protection Agency National Ambient Air Quality Standards (NAAQS) by required attainment dates, or earlier if practicable.
3. Promote the equitable adoption of clean, renewable energy technologies to ensure a reliable energy supply, enhance the region's economy, and improve air quality locally and regionally.
4. Expand awareness of the need to reduce greenhouse gases to both agencies and the public and incorporate the latest scientific information into planning efforts.
5. Support and participate in efforts and coalitions promoting use of Cap and Trade funding for projects that help reduce greenhouse gas emissions in Tulare County.
6. Actively seek out Cap and Trade and other funds, if available, for various projects in Tulare County that will contribute to the reduction of greenhouse gas emissions.
7. Add "missing links" (streets) to roadway network that reduce out of direction travel and provide a free flow traffic connector that will improve air quality by reducing stop and go truck travel on local arterials.

PUBLIC HEALTH

GOAL: PROMOTE PUBLIC HEALTH IN THE REGION BY PROVIDING OPPORTUNITIES FOR RESIDENTS TO BICYCLE AND WALK TO DESTINATIONS SUCH AS HOME, WORK, SCHOOL, MEDICAL FACILITIES, AND COMMERCIAL AND SERVICE BUSINESSES.

Objective: Consider effects on public health when investing in the transportation system, giving specific attention to bicycle and pedestrian projects.

Policies:

1. Support investment in bicycle and pedestrian systems, giving attention to projects and networks that will allow residents to walk and bicycle to frequented destinations and key service providers, including transit stops.
2. Provide outreach to employers regarding the benefits of active transportation and suggest measures employers can use to encourage its use.

COMPREHENSIVE

GOAL: PROVIDE AN EFFICIENT, INTEGRATED, MULTI-MODAL TRANSPORTATION SYSTEM FOR THE MOVEMENT OF PEOPLE AND GOODS THAT ENHANCES THE PHYSICAL, ECONOMIC, AND SOCIAL ENVIRONMENT IN THE TULARE COUNTY REGION.

Objective: Encourage and support a connected and multi-modal regional circulation network that is convenient, safe, and efficient.

Policies:

1. Encourage jurisdictions in Tulare County to consider bicycle lanes, public transit, transit-oriented and mixed-use development, pedestrian networks, rail and other complete streets development during updates of general plans and other local planning processes.
2. Implement a Complete Streets Program whereby agencies will prepare plans to accommodate all transportation users, including pedestrians, bicyclists, transit riders, and motor vehicle operators and riders, and utilize existing revenue and other funding sources to coordinate with local agencies to implement those plans as aggressively as feasible.
3. Provide for continued coordination and evaluation of the planned circulation system among cities and the county.
4. Make existing road and bridge maintenance a high priority.

Objective: Support communities in developing walkable, bikeable, and transit-ready neighborhoods that work in tandem with motor vehicle facilities for a safe and comprehensive local circulation system for people of all levels of income and various availability of resources.

Policies:

1. Fund feasibility studies, complete streets studies, and community and neighborhood plans to evaluate and plan for transit readiness, walkability and bikeability, as funds are available.
2. Fund the development of capital improvement programs for complete streets and active transportation-type plans, as funds are available.
3. Provide funding as available for the implementation of complete streets and/or active transportation-type plans and related capital improvement programs as provided for in policies 1 and 2 above.

Funding may include but is not limited to: Active Transportation Program (ATP) funds (including various safety, safe routes to schools, and transportation enhancement funds), Congestion Mitigation and Air Quality (CMAQ) funds, Cap and Trade funds, and others.

4. Ensure equitable access to effective and viable transportation options for all, regardless of race, gender, income, national origin, age, physical ability with a focus on benefitting the regions' most vulnerable populations and closing existing unmet transportation gaps that are warranted.
5. Consider conducting barrier studies, consistent with state recommendations.
6. Improve first-mile/last-mile linkages near transit stops throughout the region, with special attention to disadvantaged communities.

Objective: Coordinate with transportation agencies across county borders to ensure an efficient flow of people and goods along key trade and interregional corridors.

Policies:

1. Support coordinated transportation planning and programming.
2. Participate in multi-regional efforts and organizations such as the California Association of Councils of Governments (CALCOG) and the Self-Help Counties Coalition.
3. Coordinate with adjacent counties and transit service providers to connect Tulare County residents with the locations and destinations needed, such as, airports, colleges and universities, and employment sites.

RELIABILITY & CONGESTION

GOAL: MAINTAIN OR IMPROVE RELIABILITY OF THE TRANSPORTATION NETWORK AND MAINTAIN OR REDUCE CONGESTION.

Objective: Follow TCAG's established Congestion Management Process (CMP) to monitor the performance of the street and highway network within Tulare County to ensure safe and efficient movement of people and goods and to maintain or improve reliability of the transportation network and maintain or reduce congestion

Policies:

1. Encourage alternative transportation solutions over roadway expansion to reduce congestion including TSM, TDM, TCMs, and ITS strategies as contained in the CMP.
2. Evaluate and consider current and future congestion conditions on the regional road network when investing in the transportation system.

3. Encourage non-single occupancy and lower/zero emission vehicle as preferred alternatives.
4. Implement the recommendations from completed transportation planning studies when appropriate and feasible.
5. Prioritize and program the “gap closure” related capital improvements for highways, regional roads, and interchanges for the RTP planning period, consistent with adopted goals and policies and the project eligibility requirements for each funding program. Example – SR 99 widen from four to six lanes as a gap-closure measure.
6. Enhance the development of a highway and street network which will relieve current and future congestion.
7. Support improvements of critical segments and interchanges along the State Highway System
8. Encourage frontage roads along state highways, where appropriate.
9. Support improvements on regional roads to include safe accessibility for active modes of transportation.

GOAL: ACHIEVE A SAFE TRANSPORTATION SYSTEM FOR ALL MOTORIZED AND NON-MOTORIZED USERS ON ALL PUBLIC ROADS IN TULARE COUNTY

Objective: Reduce the number of roadway fatalities and serious injuries, including pedestrian and bicycle fatalities and serious injuries.

Policies:

1. Develop regional implementation mechanism through COG’s funding process to advance safety projects and achieve the safety targets.
2. Encourage and support member agencies to prioritize transportation projects that address safety issues.
3. Work with law enforcement and emergency medical service on developing strategies and programs to reduce accidents and casualties.
4. Support and work with responsible agencies in educating the public about safe driving practice; support the development of an education program / plan to increase awareness of the risky driving behaviors
5. Work with federal, state and regional partners and stakeholders to establish annual safety targets that are based on safety conditions in Tulare County and contribute to the overall state safety targets.
6. Assess the transportation system safety performance by collecting and analyzing historical collision data using official data sources.

GOAL: SUPPORT MORE EFFICIENT USE OF THE TRANSPORTATION SYSTEM THROUGH THE IMPLEMENTATION OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS) TECHNOLOGY

Objective: Coordinate, monitor, and integrate planning and programming for intelligent transportation systems (ITS), smart infrastructure and demand-responsive transportation.

Policies:

1. Encourage the use of Intelligent Transportation Systems (ITS) technology by participating in the upkeep and implementation of the San Joaquin Valley Intelligent Transportation System Strategic Deployment Plan and the local Urban Area ITS Plan(s).
2. Build upon ITS planning efforts in the San Joaquin Valley in conjunction with federal rules (ITS architecture and standards conformity and statewide and metropolitan planning) to expand ITS actions.
3. Build upon best practices from past and current transit ITS deployment experiences in the State of California.
4. Periodically update Tulare County Region's Urbanized Area ITS Plan(s).
5. Support and update the San Joaquin Valley ITS Strategic Deployment Plan as needed.
6. Support Intelligent Transportation Systems for upgrading state highway interchanges from rural to urban standards.
7. Coordinate ITS improvements and infrastructure with public safety agencies.

TRANSIT

GOAL: PROVIDE A SAFE, SECURE, COORDINATED AND EFFICIENT PUBLIC TRANSIT SYSTEM THAT CAN REASONABLY MEET THE NEEDS OF RESIDENTS.

Objective: Encourage and support the development of a safe, efficient, effective, and economical public transit system.

Policies:

1. Encourage development of a transit system that interconnects and coordinates with other modes of transportation (e.g. passenger rail, intercity bus, multi-jurisdictional transit, bicycle facilities, pedestrian walkways, etc.).
2. Encourage the cities of Visalia, Porterville, Lindsay, Exeter, Farmersville, Dinuba, Woodlake and Tulare to plan for and implement transit-oriented land use along the planned Cross Valley Corridor.
3. Require all transit plans to include evaluation and policies on transit safety and security.
4. Encourage transit agencies to annually review transit safety procedures.

5. Ensure transit agencies make use of all available federal, state, and local funding to sustain, expand, and improve local transit services, and ensure the timely and best use of those funds.
6. Encourage the consolidation of duplicate services within the region to make best use of funding and other resources.
7. Develop cohesion and cooperation among transit operators that will result in efficient and accessible transit service between and within communities.
8. Develop a minimum acceptable response time for transit Dial-a-Ride service and maximum delay times for fixed route service.
9. Support and encourage a network of fast, convenient, high quality transit services that are competitive with the cost and time to drive alone during peak periods.
10. Utilize Cap and Trade funds available for transit, if available, for projects in Tulare County.
11. Complete Triennial Performance Audits of all transit agencies and ensure that needed improvements are implemented as necessary as feasible.
12. Encourage employers to offer incentives, such as awards, flexible hours, and financial incentives for employees who use transit for their work commute.
13. Include transit networks and data in the Transportation Demand Model for use in evaluating the transit system.
14. Coordinate Intelligent Transportation Systems (ITS) technologies amongst transit agencies to ensure systems compatibility and to enable the use of uniform regional passes and other fare media.

Objective: Support the increased coordination of all transit services in Tulare County.

Policies:

1. Support transit agencies in the coordination and consolidation of transit operations, which may include but is not limited to: provision of transit service, administration, facilities management, procurement procedures, fare structures, reporting, grant management, etc.
2. Support expansion and improvement of transit service between jurisdictions in Tulare County and connectivity with adjacent counties and services alongside the continued development of jurisdiction-specific transit service.

Objective: Provide information and receive input from residents regarding transit needs within the region and work to implement feasible transit improvements.

Policies:

1. Encourage each transit agency to further their citizen involvement processes, as well as participate in Social Services Transportation Advisory Committee (SSTAC) and Transit Forum meetings.
2. Update and adopt unmet transit needs definitions at least every five years, and seek increasing public participation in the transit unmet needs process.
3. Work with local transit agencies to improve public outreach concerning the use of transit as an alternative to automobile travel.
4. Work with social services agencies on the development of the Coordinated Public Transit – Human Services Transportation Plan.
5. Coordinate the provision of Mobility Management services in the Tulare County region.

ACTIVE TRANSPORTATION

GOAL: IMPROVE, ENHANCE, AND EXPAND THE REGION'S BICYCLE AND PEDESTRIAN SYSTEMS AND CONNECTIVITY TO THOSE SYSTEMS, WHILE KEEPING THEM SAFE AND CONVENIENT.

Objective: Encourage bicycle usage in Tulare County by providing safe and convenient bike routes and facilities.

Policies:

1. Update the Regional Active Transportation Plan at least every five to seven years or as appropriate to support the competitiveness of local proposals in the Active Transportation Program application cycle and to identify bicycle routes that are appropriate for commuter, recreational, and student riders.
2. Convene public outreach and implement strategies for Share the Road concepts.
3. Designate and design regional bicycle routes that reduce conflicts with motor vehicles.
4. Encourage local agency review of bicycling needs with all new development.
5. Encourage local agencies to support implementation of bicycle support facilities such as bike racks, showers, and other facilities during the project review process.
6. Coordinate bicycle planning and implementation with other modes of transportation, particularly with transit.
7. Support development of designated regional bicycle paths adjacent to or separate from commute corridors, connecting cities and communities.
8. Support implementation of local bicycle and trail plans.
9. Utilize Cap and Trade funds along with other sources of funds for bicycle and pedestrian projects, if available, for projects in Tulare County.

10. Support the closure of gaps in the bicycle and pedestrian systems to improve connectivity and attractiveness of these modes of transportation.
11. Include active transportation modes in the Transportation Demand Model, when feasible.
12. Utilize SB-1 planning funds to continue completion of Complete Streets Plans for rural communities, when funds are available

Objective: Educate, incentivize, and enable residents to utilize active modes of transportation.

Policies:

1. Encourage employers to offer incentives, such as awards, flexible hours, and financial incentives for employees who utilize active modes of transportation for their work commute.
2. Promote the placement of compatible land uses in close proximity to each other and design them to provide for a high quality environment where residents will enjoy walking and/or bicycling to their destinations.
3. Encourage and support maintenance and enhancement of existing bicycle and pedestrian facilities.
4. Encourage utilization of highway, streets, and road shoulders for bicycle use and pedestrian access when safe.
5. Develop collaborative partnerships with irrigation districts, rail companies, and other agencies to utilize canals, waterways, abandoned right of ways, and other land/corridors as multi-use trails.
6. Monitor key corridors for bicycle usage and develop strategies for improvement.

Objective: Support safe pedestrian walkways within the transportation network in Tulare County.

Policies:

1. Encourage removal of barriers (walls, fences, etc.) for safe and convenient movement of pedestrians. Special emphasis should be placed on Americans with Disabilities Act (ADA) compliance.
2. Encourage cities and county agencies to consider needs of pedestrians and people with disabilities including greater accessibility within the multi-modal system as envisioned in the 2018 RTP/SCS during the project review process and policies in their general plans.

GOODS MOVEMENT

GOAL: PROVIDE A TRANSPORTATION SYSTEM THAT EFFICIENTLY AND EFFECTIVELY TRANSPORTS GOODS TO, FROM, WITHIN, AND THROUGH TULARE COUNTY.

Objective: Encourage the interaction of truck, rail, and air freight transportation.

Policies:

1. Work with Caltrans and adjacent regions in the development of intermodal corridors.
2. Include comprehensive goods movement planning in the RTP.
3. Implement the San Joaquin Valley Goods Movement Plan.

GOAL: IMPROVE GOODS MOVEMENT WITHIN THE REGION TO INCREASE ECONOMIC VITALITY, MEET THE GROWING NEEDS OF FREIGHT AND PASSENGER SERVICES, AND IMPROVE TRAFFIC SAFETY, AIR QUALITY, AND OVERALL MOBILITY.

Objective: Increase the use of freight rail transportation.

Policies:

1. Restore and maintain freight rail service in Tulare County as a significant transportation mode, providing service to commerce and industry.
2. Coordinate with other agencies to restore and enhance rail service to existing facilities in order to attract new industries to Tulare County.
3. Coordinate with regional partners to extend track in west Visalia Industrial Park and promote the development of an inter-modal yard to transition from truck to freight rail.
4. Support the concept of an Inland Inter-modal Port(s) in the SJ Valley that would increase rail capacity at the LA ports while alleviating truck congestion and thereby achieving a zero emissions freight system using electric trucks to deliver goods to the state's metro areas from centralized inland ports.

Objective: Support an efficient truck transportation system.

Policies:

1. Give special consideration to transportation projects that improve air quality and the operational efficiency of goods movement.
2. Explore the possibility of a zero emission freight corridor on SR 99 utilizing a catenary hybrid-electric system through a Valley-wide feasibility study.

RAIL

GOAL: PROMOTE SAFE, ECONOMICAL, CONVENIENT RAIL SYSTEMS AND SCHEDULES THAT MEET THE NEEDS OF PASSENGER AND FREIGHT SERVICES IN THE REGION.

Objective: Support the growth of passenger rail systems that serve residents of Tulare County.

Policies:

1. Support the development, extension, and maintenance of passenger rail service, including, but not limited to, Cross Valley Rail, High Speed Rail, and Amtrak.
2. Ensure that the high-speed rail system supports Tulare County in achieving its economic, environmental, land use, and mobility goals.
3. Determine potential Bus Rapid Transit alignments and undergo feasibility analysis, as practicable.
4. Participate in and support the activities of the San Joaquin Joint Powers Authority in improving services on the San Joaquins Amtrak route.

Objective: Support the maintenance, preservation, and expansion of freight rail systems in Tulare County.

Policies:

1. Support continued improvement of freight rail service and freight transfer points within Tulare County.
2. Coordinate with the Public Utilities Commission to notify Tulare County of any rail line abandonment proposals in order to evaluate possible impacts on the transportation system and consider preservation possibilities or alternative uses for such facilities.
3. Advocate for maintaining freight rail lines in the Tulare County region and prevent rail abandonments when feasible.
4. Utilize Cap and Trade funds for goods movement rail projects, if available, for projects supporting freight rail systems that benefit Tulare County.
5. Partner with owners and operators of all types of rail systems in order to result in safe, efficient, and beneficial rail systems for all users.

AVIATION

GOAL: SUPPORT DEVELOPMENT OF A REGIONAL SYSTEM OF AIRPORTS THAT MEETS THE AIR COMMERCE AND GENERAL AVIATION NEEDS OF THE COUNTY.

Objective: Include aviation connectivity in planning for region-wide transportation.

Policies:

1. Encourage efforts to ensure that compatible land uses adjacent to airports are consistent with the Tulare County Comprehensive Airport Land Use Plan or the respective city's certified Airport Master Plan.
2. Coordinate airport planning with other components of the circulation system.

EMERGING TECHNOLOGIES

GOAL: SUPPORT THE DEVELOPMENT AND IMPLEMENTATION OF EMERGING TECHNOLOGIES IN THE SURFACE TRANSPORTATION SYSTEM

Objective: Monitor and support, as applicable, developing transportation technologies.

Policies:

1. Support electric vehicle and facilities conversion in public transportation.
2. Monitor the emergence of autonomous vehicles and evaluate potential impacts to the transportation system.
3. Support technologies that enhance the safety of the transportation system.

Objective: Adapt and plan for significant and potentially rapid changes in transportation technology.

Policies:

1. Plan for electric vehicle infrastructure and implementation.
2. Evaluate effects of autonomous vehicles on infrastructure and technology, and assist agencies in planning and developing policies to accommodate this technology, as appropriate.
3. Explore the possibility zero emissions freight corridor on SR 99.

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

Executive Minutes June 28, 2021

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

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

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

I. WELCOME

The Tulare County Association of Governments Board Meeting was called to order by Chair Vander Poel at 1:01 p.m. on June 28, 2021, at the Tulare County Human Resources and Development Department, 2500 W. Burrel Avenue, Visalia, CA, 93291.

II. PLEDGE OF ALLEGIANCE

Member Valero 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 Item IV-A

A. Action: Adoption of Resolution: Approve Additional Transportation Development Act (TDA) Claims for Fiscal Year 2020/21

Upon a Motion by Member Flores, and seconded by Member Valero, the Transportation Policy Advisory Committee unanimously approved the Transportation Consent Calendar Action Item IV-

A. Absent: Townsend, Reynosa, Boyer, Mendoza, and Gomez

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

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

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Action: Adoption of Resolution: Approve: 2020/2021 Unmet Transit Needs Findings

Mr. Bruno distributed a complete list of unmet transit need requests, together with transit providers' responses. Mr. Bruno explained that the Social Services Transportation Advisory Council (SSTAC) is tasked with reviewing all comments received annually and that the SSTAC found 6 of the requests submitted, were reasonable to meet and outlined details of each request.

Upon a Motion by Member Shuklian, and seconded by Member Micari, the Transportation Policy Advisory Committee unanimously approved the 2020/2021 Unmet Transit Needs Findings.

Absent: Townsend, Reynosa, Mendoza, and Gomez.

B. Action: Adoption of Resolution: Adopt 2021 TCAG Public Transportation Safety Targets

Mr. Bruno discussed the safety performance targets with regard to FTA rules to creating safety performance metrics.

Upon a Motion by Member Flores, and seconded by Member Whitmire, the Transportation Policy Advisory Committee unanimously adopted the 2021 TCAG Public Transportation Safety Targets

Absent: Townsend, Reynosa, Mendoza, and Gomez.

C. Information: Draft 2021 Federal Transportation Improvement Program (FTIP)

Amendment No. 5, Draft 2018 RTP Amendment No. 2, and 2021 Conformity Analysis

Mr. Gutierrez stated that the purpose of the amendment was to make changes to the current FTIP so that various funding could become available for new projects. Mr. Gutierrez outlined the projects and the proposed changes. Mr. Gutierrez explained that a 30 day public review and comment period began on June 14, 2021 and would conclude on July 14, 2021; after which the final approval by the Executive Director would be requested.

D. Public Hearing: Draft 2021 Federal Transportation Improvement Program (FTIP)

Amendment No. 5, Draft 2018 RTP Amendment No. 2, and 2021 Conformity Analysis

Chair Vander Poel read the opening statement which invited anyone wishing to speak to come forward and officially opened the public hearing at 1:11 p.m. Seeing no one wishing to speak the public hearing was closed at 1:12 p.m. by Chair Vander Poel.

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

Mr. Giuliani stated that the CTC had met on June 23, 2021, and highlighted projects near Poplar, Visalia, and Local Partnership Program (LPP) allocations. Mr. Giuliani outlined the State Highway Operation and Protection (SHOPP) allocations and the schedule for adoption of the 2022 STIP.

F. Information: Implementation Status of Federally Funded Projects

Mr. Gutierrez provided details regarding three Surface Transportation Block Grant Program (STBGP) projects; 1 in Visalia, and 1 within the County of Tulare near the community of Tipton. Ms. Forte explained that two roundabout projects had been scheduled for obligation with CMAQ funds in Dinuba and Woodlake.

G. Information: Caltrans Monthly Report

Mr. Navarro stated that they were continuing to monitor the Governor's budget and working on maintenance and cleanup efforts. Additionally, he discussed bridge, widening, and various projects throughout 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 Micari, and seconded by Member Shuklian, the Transportation Policy Advisory Committee unanimously reaffirmed all actions while sitting as the Transportation Policy Advisory Committee. Absent: Townsend, Mendoza, and Gomez.

VII. ASSOCIATION CONSENT CALENDAR-ACTION AND INFORMATION ITEMS

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

A. Action: Minutes of May 17, 2021 TCAG Board Meeting

B. Action: Minutes of May 13, 2021 TCAG Technical Advisory Committee Meeting

C. Action: Adoption of Resolution: Approval of TCiCT Staff Services Agreement Providing Technology Services for Tulare County Association of Governments (TCAG) and Local Agency Formation Commission (LAFCo)

D. Action: Adoption of Resolution: Approval of Amendment No. 2 to the Fiscal Year 2021/2022 Overall Work Plan (OWP)

E. Action: Adoption of Resolution: Reaffirm Agreement with Brown Armstrong Accountancy Corporation for Audit Consultant Selection

F. Action: Adoption of Resolution: reaffirm Agreement with Moore & Associates for City of Visalia Short Range Transit Plan (SRTP)

G. Action: Adoption of Resolution: Renew Agreement with SBLB, LLC for On-Call Transit Services

H. Action: Adoption of Resolution: Approve Amendment to Contract with Politico Group for a State Lobbying Services Website

Upon a motion by Member Flores, and seconded by Member Valero, the Association unanimously approved the Association Consent Calendar Items VII-A through VII-H. Absent: Townsend, Mendoza, and Gomez.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative Update

Mr. Kimball stated that the budget is expected to be passes although not sure what would be approved for transportation, however continued efforts to move forward with the environmental phases on several projects.

Mr. Smalley explained that he and staff would be meeting with the governor's staff regarding 99 widening and other important factors such as truck traffic. Additionally, he discussed the 99 summit that would be planned and the coalition to finish the 99; all efforts to continue the work being done on highway 99 throughout the County of Tulare.

B. Presentation: Report from Congressman Nunes' Office

No representative present, report not given.

C. Presentation: Report from Congressman Valadao's Office

Clayton Smith, representative for Congressman Valadao's office, provided an update on drought relief efforts for the valley and reducing regulatory burdens to improve water infrastructure.

D. Presentation: Report from Assemblyman Mathis' Office

Rachel Ray, field representative for Assemblyman Mathis' office, discussed the budget which is a large part of the work currently being done in Sacramento. Ms. Ray noted proposed amendments to the budget for water and fire protection. Additionally, she highlighted

transportation funding and the high speed rail. Lastly Ms. Ray discussed AB 1180 which would federally recognize indigenous tribes' land.

E. Presentation: Report from Senator Hurtado's Office

Eric Coyne, representative for Senator Hurtado's office, discussed funding for transportation, various projects, and broadband. Mr. Coyne discussed SB-559 Water Resources and Restoration Funds

F. Action: Authorize Participation in Grant Applications to Support Cross Valley Corridor and San Joaquin Joint Powers Authority (SJJPA) Regional Transportation Investments

Ms. Forte provided background on the Cross Valley Corridor Plan and TCAG's role with the SJJPA. Ms. Forte explained that staff from TCAG, Kings County Association of Governments, Visalia Transit, Kings Transit, TCRTA, all met to discuss coordinated transit improvements in the region. A MOU is being prepared for proposal to the various agencies mentioned and would be scheduled for presentation to the TCAG Board within the next couple of months. There are several possible grant funding opportunities available for this effort and staff are recommending authorization to participate in grant applications to support these regional efforts.

Upon a motion by Member Flores, and seconded by Member Micari, the Association unanimously authorized staff to participate in grant applications to support Cross Valley Corridor and SJJPA. Absent: Mendoza, and Gomez.

G. Action: Adoption of Resolution: Consultant Selection for City of Farmersville Complete Streets and Multimodal Access Study

Ms. Forte reported that in April, TCAG released a request for proposals for the City of Farmersville Complete Streets Multimodal Access Study and 4 proposals had been received.

Ms. Forte explained that based on adopted evaluation criteria and scoring, TCAG staff recommended selection of 4Creeks, which had scored highest for preparation of the study.

Upon a motion by Member Boyer, and seconded by Member Valero, the Association unanimously approved the selection of 4Creeks as recommended. Absent: Mendoza, and Gomez.

H. Information: Vacancy of Alternate Member at Large Position No. 2

Ms. Moore reviewed the current vacancy of Member as Large and Alternate member for Position No. 2. Ms. Moore explained that the term would last until December 2022 and TCAG would continue to solicit interest on the TCAG website and social media, and any applications received would be brought to the Board for consideration.

I. Information: Regional Transit Coordination Update

Ms. Forte announced that the Board had appointed Richard Tree as the first Executive Director of the transit agency, his official start date was June 21, 2021. Ms. Forte explained that Mr. Tree would be assisting the City of Porterville in tasks he was managing as a previous city employee during this transitional period. Ms. Forte stated that as of July 1, 2021 transit operation of the Tulare Intermodal Express, Dinuba Transit, and Woodlake Dial-a-Ride would be transferred TCRTA; and in about 1 year TCRTA would handle operations of the remaining transit agencies.

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

IX. ABANDONED VEHICLE ABATEMENT AUTHORITY – ACTION/DISCUSSION ITEMS

A. Action: Adoption of Resolution: Extension of the Sunset Date for Collection of the Service Fee for the Abandoned Vehicle Abatement Program in Tulare County

Mr. Smalley reported that the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake; as well as the County of Tulare all had adopted resolutions extending the collection of the service fees; therefore, all minimum requirements has been satisfied and would be extended ten more years with approval.

Upon a motion by Member Micari, and seconded by Member Valero, the Authority unanimously approved the extension as recommended. Absent: Mendoza and Gomez.

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

X. CORRESPONDENCE

A. None

XI. OTHER BUSINESS

A. Information: Items from Staff

1. TCAG Director's Report

Mr. Smalley discussed widening on 99, emphasize the importance of the Tagus Ranch interchange project, the Farmersville Boulevard project, and thanked Caltrans for the partnership on so many great projects. Mr. Smally reported that the Tulare County bridge program would be presenting an overview of the effort and ongoing work to the Board, at which time a request to reaffirm a 10 year agreement would be made in August 2021.

2. Other Items: Outreach Update

Ms. Moore announced that TCAG had been awarded a Kids' Plates Equipment allocation of approximately 100 bike helmets and 30 car seats that would be distributed during future community outreach events.

B. Information: Items from Board Members

1. Tulare County Water Commission Update

Member Flores reported that the June meeting was canceled, and the next scheduled meeting would not occur until July 12, 2021; therefore, she would be able to provide an update after that time.

2. San Joaquin Valley Policy Council Update

Mr. Smalley stated that an in person trip to Washington D.C. is being considered for September 2021.

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

Member Shuklian reported that increases to ridership had been observed since last year's Covid-19 outbreaks and explained that routes had been reduced but are now slowly beginning to increase. The next meeting is scheduled for July 23, 2021.

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

Member Valero discussed funding updates for valley wide activities, housing reports and workshops series. Member Valero highlighted SB 330, the Housing Crisis Act to respond to California's housing issues aiming to increase residential unit developments and protect existing housing.

5. TCAG Transit Report

None

6. Other Items

None

C. Request from Board Members for Future Agenda Items

None

XII. ADJOURN

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

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

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Item VII-B
TCAG Technical Advisory Committee Meeting
Tulare County Association of Governments - 210 N. Church Street, Suite B, Visalia, CA 93291
June 24, 2021 – Summary Meeting Minutes

ATTENDANCE LIST

City of Dinuba	<i>Absent</i>
City of Exeter	<i>Absent</i>
Cities of Farmersville, Woodlake	<i>Absent</i>
City of Lindsay	Michael Camarena
County of Tulare	Karla Artega
City of Porterville	<i>Absent</i>
City of Tulare	<i>Absent</i>
City of Visalia	Dolores Verduzco
Tule River Indian Reservation	<i>Absent</i>
TCAG	Ben Kimball
Caltrans	Lorena Mendibles

Others Present:

TCAG Staff Present: Steven Ingoldsby, Ted Smalley, Gabriel Gutierrez, Gail Miller, Roberto Brady, Ben Giuliani, Giancarlo Bruno, Sheela Bhongir, Kasia Poleszczuk, Holly Gallo, and Servando Quintanilla Jr Recording.

SUMMARY MEETING MINUTES

(Minutes reflect agenda items discussed only)

I. CALL TO ORDER & WELCOME:

The meeting was called to order by Mr. Kimball at 1:33 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 June 28, 2021.

III. PUBLIC COMMENTS

Mr. Kimball opened and closed the public comment period. No comments were noted.

IV. TRANSPORTATION CONSENT CALENDAR – ACTION AND INFORMATION ITEMS

A. Action: Adoption of Resolution: Approve Additional Transportation Development Act (TDA) Claims for Fiscal Year 2020/21

Ms. Davis stated that the estimations were significantly lower than the actual receipts and would be sent back out to the cities to recalculate those funds and would be processed by the end of the year.

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

Mr. Brady gave an update on air quality matters and staff would continue to carefully monitor and report developments that affect transportation planning and infrastructure funding.

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

Mr. Gutierrez reported that the CTC allocated \$1.4 million for the City of Visalia’s Caldwell project for right of way, and TCAG staff would keep monitoring TCEP workshops, and ATP is waiting for budge approval from the Governor’s office.

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Action: Adoption of Resolution: Approve: 2020/2021 Unmet Transit Needs Findings

Mr. Bruno reported that there were 41 comments received for the 2020/2021 Unmet Transit Needs and that SSTAC determined that 6 of the comments were constituted as reasonable to meet.

B. Action: Adoption of Resolution: Adopt 2021 TCAG Public Transportation Safety Targets

Mr. Bruno reported Federal Transit Administration (FTA) rules require transit agencies that receive Section 5307 Urbanized Area Formula Program federal funding develop and implement Public Transportation Agency Safety Plans (PTASPs), and TCAG staff had received agency safety plans from the 3 local transit agencies subject to this rule and used these as the basis for developing its own regionwide safety performance targets.

C. Information: Draft 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 5, Draft 2018 RTP Amendment No. 2, and 2021 Conformity Analysis

Mr. Gutierrez gave an update on the FTIP Amendment No.2 for City of Visalia Riggins Ave project that was programmed in 2021 FTIP. This amendment was sent out for public review on June 14th with a 30-day review period and would be taking public comments at the next TCAG Board meeting and if passed by the TCAG Board, the amendment would be submitted to state.

D. Public Hearing: Draft 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 5, Draft 2018 RTP Amendment No. 2, and 2021 Conformity Analysis

This section is for the public hearing.

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

Mr. Giuliani reported that the CTC had met on June 16 and 17 and a few items to highlight were the State Highway Operation and Protection (SHOPP) Minor Program allocations with \$1.25 million for drainage improvements along SR-190 near Poplar and \$1 million for operation improvements for SR-198 between Giddings and Watson in Visalia. Mr. Giuliani also reported on the Active Transportation Program (ATP) programming with \$1.07 million for the Ivanhoe safe routes to school project (construction in FY24/25) and \$1.218 million for sidewalk improvements in Tipton (construction in FY 24/25) and the STIP fund came out with a target amount of \$930,000.

F. Information: Implementation Status of Federally Funded Projects

Mr. Gutierrez stated the item is an update to the Federally Funded Projects with Tulare Avenue Rehabilitation project waiting to get obligated and Avenue 152 Rehabilitation Project was obligated back in April of 2021. Mr. Gutierrez gave an update on CMAQ projects with roundabouts in Dinuba and Woodlake.

G. Information: Caltrans Monthly Report

Ms. Mendibles gave an update on grants and unfortunately Tulare County Regional Transit Agency and Tulare County Association of Governments did not receive grants under the funding for strategic partnership.

VII. ASSOCIATION ACTION/DISCUSSION ITEMS

C. Action: Adoption of Resolution: Approval of TCiCT Staff Services Agreement Providing Technology Services for Tulare County Association of Governments (TCAG) and Local Agency Formation Commission (LAFCo)

Ms. Davis stated that the item was an agreement with TCiCT services for TCAG and LAFCO.

D. Action: Adoption of Resolution: Approval of Amendment No. 2 to the Fiscal Year 2021/2022 Overall Work Plan (OWP)

Ms. Davis stated that the item was an amendment to the OWP with an increase Work Element No. 602.06, Special Transportation Project Studies, in the amount of \$25,000 for the City of Dinuba Electrification Infrastructure Plan and an increase Work Element No. 620.01, Valleywide Coordination, in the amount of \$1,500 for Web Development and increase Work Element No. 700.01, Measure R, in the amount of \$25,000 for and City of Farmersville and \$35,000 for the City of Lindsay to conduct Bike and Pedestrian Planning Studies.

E. Action: Adoption of Resolution: Reaffirm Agreement with Brown Armstrong Accountancy Corporation for Audit Consultant Selection

Ms. Davis stated that the item was to reaffirm Brown Armstrong Accountancy Corporation and that the applicant came in lower than requested and would be brought to the Board for reaffirmation.

F. Action: Adoption of Resolution: Reaffirm Agreement with Moore & Associates for City of Visalia Short Range Transit Plan (SRTP)

Ms. Davis stated that the item was to reaffirm Moore and Associates for preparation of the 2022 Visalia Short Range Transit Plan (SRTP).

G. Action: Adoption of Resolution: Renew Agreement with SBLB, LLC for On-Call Transit Services

Ms. Davis stated that the item was a renewal agreement with SBLB, LLC. for transit services for an amount not to exceed \$45,000.

H. Action: Adoption of Resolution: Approve Amendment to Contract with Politico Group for a State Lobbying Services Website

Mr. Kimball informed that our partners at the Madera CTC and Merced COG had an agreement with TCAG staff on the need for a website to better gather and share project information and to serve as a resource to the diverse stakeholders being engaged in the effort to inform and promote the advocacy efforts.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative Update

Mr. Kimball stated that summer was usually a slow time of the year but TCAG is getting continuous updates from federal lobbyist in regards to the transit bill and Washington D.C. trips that are coming up for next year.

F. Action: Authorize Participation in Grant Applications to Support Cross Valley Corridor and San Joaquin Joint Powers Authority (SJJPA) Regional Transportation Investments

Mr. Smalley mentioned that staff from TCAG, the Kings County Association of Governments, the SJJPA, Visalia Transit, Kings Area Rural Transit, and the Tulare County Regional Transit Agency met to discuss coordinated transit improvements in the region and how transit improvements could include short-term projects, such as the construction of transit centers along the CVC or increased transit between Visalia and Hanford/Amtrak, and long-term projects like starting up rail service along the CVC.

G. Action: Adoption of Resolution: Consultant Selection for City of Farmersville Complete Streets and Multimodal Access Study

Ms. Bhongir explained based on adopted evaluation criteria and scoring, TCAG staff recommends selection of 4Creeks for preparation of the City of Farmersville Complete Streets and Multimodal Access Study.

H. Information: Vacancy of Member at Large Position No. 2

Ms. Gallo informed that as of June 14, 2021, Member at Large Walter Stammer had resigned from his position on the TCAG Board and the Board would select the next member as applications come in.

I. Information: Regional Transit Coordination Update

Mr. Smalley gave an update on TCRTA with Rich Tree being selected as the Director of TCRTA and TCRTA would be taking over City of Dinuba transit services and gave an update on local transit centers.

IX. ABANDONED VEHICLE ABATEMENT AUTHORITY – ACTION/DISCUSSION ITEMS

A. Action: Adoption of Resolution: Extension of the Sunset Date for Collection of the Service Fee for the Abandoned Vehicle Abatement Program in Tulare County

Ms. Davis gave an update on the legislation allowing the extension of the sunset date (SB 106) was passed in August 2001 and In April 2021, staff forwarded a boilerplate resolution for use by the member agencies to continue the AVA program to April 30, 2032.

XI. ADJOURN

The TCAG Technical Advisory Committee adjourned at 2:01 p.m.

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, August 16, 2021, 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, August 12, 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**.

AGENDA ITEM VII-C

August 16, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Reaffirm Agreement with 4Creeks for City of Farmersville Complete Streets and Multimodal Access Study

BACKGROUND:

TCAG is currently managing the administration of an awarded Caltrans Planning Grant for the preparation of a Complete Streets and Multimodal Access Study for the City of Farmersville. The study will evaluate various transportation issues in the city, such as school access, rail crossing safety, and potential improvements and amenities along Farmersville Boulevard. TCAG, in partnership with the City of Farmersville, prepared a Request for Proposals to solicit consultant proposals for the preparation of the study. A team of Farmersville Administration, staff, and TCAG staff scored proposals and held interviews to evaluate proposals from interested firms.

DISCUSSION:

In June, TCAG authorized staff to prepare a contract with 4Creeks, the highest scoring firm for the project, to prepare the City of Farmersville Complete Streets and Multimodal Access Study. Staff has prepared the agreement with a budget of \$150,000. The signed agreement is attached.

RECOMMENDATION:

Reaffirm agreement with 4Creeks for preparation of the study.

FISCAL IMPACT:

This study is primarily funded with an SB1 Caltrans Planning Grant, with an 11.47% match from local planning contributions.

ATTACHMENTS:

1. Resolution approving consultant selection
2. Agreement

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

In the matter of:

REAFFIRMATION OF AGREEMENT)
WITH 4Creeks FOR PREPARATION OF) Resolution No. 2021-xxx
THE FARMERSVILLE COMPLETE STREETS)
AND MULTIMODAL ACCESS STUDY)

WHEREAS, on April 13, 2021, the Tulare County Association of Governments (TCAG) requested proposals for consultant services to prepare the City of Farmersville Complete Streets and Multimodal Access Study for a budget not to exceed \$150,000; and

WHEREAS, four qualified consulting firms submitted proposals to TCAG; and

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

WHEREAS, 4Creeks submitted the highest scoring proposal; and

WHEREAS, TCAG staff was authorized to prepare an agreement with 4Creeks for preparation of the City of Farmersville Complete Streets and Multimodal Access Study for an amount not to exceed \$150,000.

NOW, THEREFORE, BE IT RESOLVED, that the agreement between TCAG and 4Creeks to prepare the City of Farmersville Complete Streets and Multimodal Access Study for an amount not to exceed \$150,000 is reaffirmed and included as part of this Resolution as Attachment A.

The foregoing Resolution was adopted upon a motion of Member _____, seconded by Member _____, at a regular meeting held on the 16th day of August, 2021, by the following vote:

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Pete Vander Poel III
Chair, TCAG

Ted Smalley
Executive Director, TCAG

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT
FOR PREPARATION OF THE FARMERSVILLE COMPLETE STREETS & MULTIMODAL ACCESS STUDY**

THIS AGREEMENT (“Agreement”) is entered into as of July 23, 2021, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California (“TCAG”), and **4Creeks, Inc.** (“CONTRACTOR”). TCAG and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. WHEREAS, TCAG obtained a Caltrans Sustainable Transportation Planning Grant for the preparation of the Farmersville Complete Streets and Multimodal Access Study (FCSMAS); and
- B. WHEREAS, TCAG requested proposals from qualified firms to prepare the FCSMAS; and
- C. WHEREAS, proposals were received and evaluated per TCAG’s adopted procurement process; and
- D. WHEREAS, TCAG selected 4Creeks, Inc. for the preparation of the FCSMAS.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of July 23, 2021 and expires at 11:59 PM on June 30, 2022 unless earlier terminated as provided below.

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

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

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

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

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

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

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

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.

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
 SERVICES AGREEMENT
 FOR PREPARATION OF THE VISALIA TRANSIT SHORT RANGE TRANSIT PLAN**

<input checked="" type="checkbox"/>	Exhibit F	Additional terms and conditions for all federally-funded contracts.
<input type="checkbox"/>	Exhibit	Additional terms and conditions specific to Federal Transit Administration (FTA)-funded contracts.
<input type="checkbox"/>	Exhibit	Disadvantaged Business Enterprise (DBE) Participation

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

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

4Creeks, INC.:
 David Duda
 324 S. Santa Fe Street
 Visalia, CA 93292
 Phone No.: (559) 802-3052

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

9. SUBCONTRACTING: If this box is checked , CONTRACTOR has indicated it will utilize subcontractors to provide certain services related to this Agreement. CONTRACTOR has selected the following subcontractors ("Subcontractors") to provide the goods or services related to this Agreement: Topograph, Peters Engineering Group, and Sierra Aeriform, LLC. CONTRACTOR will supervise all Subcontractors, and ensure that Subcontractors comply with all applicable laws and regulations. CONTRACTOR will include all applicable provisions of this Agreement in its contracts with Subcontractors, and ensure compliance with those provisions. No other subcontractors shall be utilized without prior written approval from the Executive Director of TCAG.

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

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT
FOR PREPARATION OF THE VISALIA TRANSIT SHORT RANGE TRANSIT PLAN**

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

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

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

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT
FOR PREPARATION OF THE VISALIA TRANSIT SHORT RANGE TRANSIT PLAN**

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

Date: 7/30/21

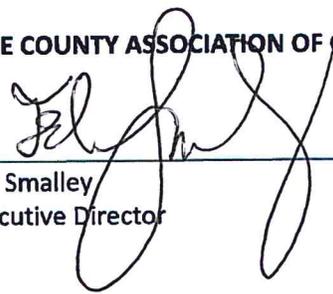
4Creeks INC.
By 
Print Name Matthew Hinley
Title Principal

~~Date: _____~~

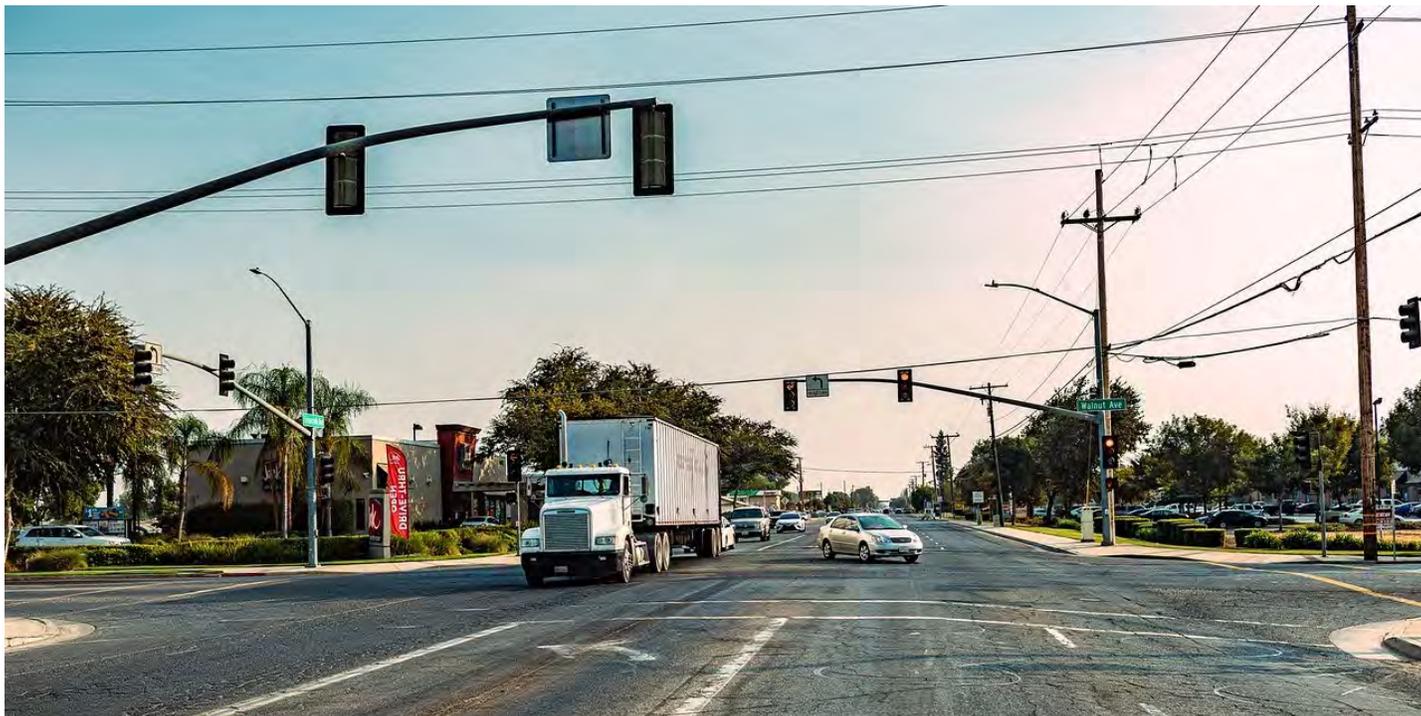
~~By _____
Print Name _____
Title _____~~

[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.]

Date: 8-2-2021

TULARE COUNTY ASSOCIATION OF GOVERNMENTS
By 
Ted Smalley
Executive Director

METHODOLOGY



1) Project Management

4Creeks, Inc. will act as the consultant and provide project management in collaboration with the designated TCAG staff. David Duda, AICP will be the Project Manager and direct point of contact with TCAG's designated staff. Upon contract authorization, the 4Creeks project team will work together with the Association's representative and other assigned staff and sub-consultants to prepare a final project scope of work, schedule, and budget parameters for the project. All budget parameters will reflect the current 4-Creeks Inc. fee schedule.

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

Scheduling: An initial kick-off meeting with the Association's assigned manager will be scheduled to establish lines of communication; identify project management procedures, discuss the Association's expectation of our services, and to finalize a project timeline with key target dates established. Following this kickoff meeting the Consultant will prepare meeting minutes. Additionally we will create a regularly scheduled meeting with the project team and TCAG's representative in order to keep the project on schedule.

Provide access and clarity: The 4Creeks team will maintain an online project file utilizing Dropbox to store all project files and coordinate with each other; essentially working off the same "project" server. Passwords can be created for limited access to the files. The TCAG project manager will be invited to share the folder and have access to all project files at all times throughout the project duration. The final documents will be sent over to the County's Administrator for their files.



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

2) Needs Assessment

Aerial Photography and Walking Audit: During this initial stage of the project, 4Creeks will gather geo-referenced aerial photography of the entire project area utilizing drone technology for a current and detailed map of the project area. 4-Creeks will also conduct a detailed walking audit of the project area with the stakeholder group, city staff, and TCAG to identify deficiencies and gaps in existing pedestrian and bicycle infrastructure, and to assess bicycle and pedestrian connections to schools, parks, the future transit center, and to the City's Central Commercial District. Deficiencies observed during aerial photography and the walking audit will be used to inform the development of design concepts to improve multimodal mobility within the City.

Traffic Analysis and Accident Reports: 4-Creeks will conduct a thorough review of the the Statewide Integrated Traffic Records System to identify all reported collisions that occurred within Farmersville City Limits over a 10 year period (2010-2020). The location of each collision will be mapped to identify intersections and road segments that have a disproportionate number of collisions. This data will be used to identify potential improvement areas and to develop design features that improve public safety and increase bicycle and pedestrian mobility.

Mapping of Results: The 4Creeks team will review the existing literature related to the City's circulation system, including the Cross Valley Corridor Plan, Regional Active Transportation Plan, and Regional Transportation Plan/Sustainable Communities strategy to start the initial base mapping. The team will distill the information collected and studied from aerial photography, the walking audit, and accident analysis into a series of maps that clearly illustrate the most pertinent opportunities and constraints to improve multimodal mobility.



3) Public Outreach

Our Approach: Our job is not to come to your communities and just tell you what needs to be done, but it is to come to your community and listen, ask questions, evaluate existing conditions, verify with the community what we have heard, help the community visualize possibilities, and then, based on what we have seen and heard, apply our experience to help the community decide how the multimodal improvement plan is developed. This will not be the consultant's vision; rather it will be the vision of Farmersville residents, staff, and TCAG in accordance with program guidelines adopted by the County.



Community Workshops: Members of the Consultant's team have lived and worked for many years in the Central Valley and are very familiar with the unique conditions and issues facing the communities. The 4Creeks team, along with TCAG and Farmersville City staff, will organize and facilitate up to three public workshops to ensure the final Plan meets community objectives.

At the first public workshop the Consultant will primarily present why the study is being completed, the overall scope of the project, and then listen to what the community is saying about their traffic safety and multimodal mobility problems. The Consultant will also use this opportunity to ask clarifying questions with the intent of soliciting additional public input. During the meeting the Consultant will be delivering an overall scope of work that will be completed with this project and then collect feedback from follow up questions. At the close of the meeting the Consultant with the collaboration of TCAG will review the next steps in the study's process.

The second workshop will serve as a time to review and revise the draft design concepts. 4-Creeks staff will present the design concepts developed based off of the Needs Assessment and first community outreach meeting and provide an opportunity for community members to ask questions and provide comments. 4-Creeks will also develop methods to assess public enthusiasm for each project to identify projects that should be prioritized.. A third workshop, if needed, will be a time for final review and comment before a draft Plan is created. Agendas, meeting minutes and records of attendance will be prepared and provided to TCAG after each public workshop.

Stakeholder Group: During the initial kickoff meeting with TCAG and City staff, 4-Creeks will identify a list of individuals to form a stakeholder group comprised of representatives from Farmersville Unified School District, downtown business owners, and representatives from local biking/running groups. The Consultants will meet with the Stakeholder Group to conduct a walking audit of the study area while listening to their ideas and concerns. 4-Creeks would also contact the stakeholder group throughout the planning process to notify them of upcoming public workshops and to distribute outreach materials.

Website, Surveys & Social Media: 4-Creeks will work with Topograph to create and maintain a website for the project to educate community members about the study, proposed projects, and to give community additional opportunities to provide public comment. The website will be updated with the community outreach results, final project list, and link to the final mobility study after the study is complete.

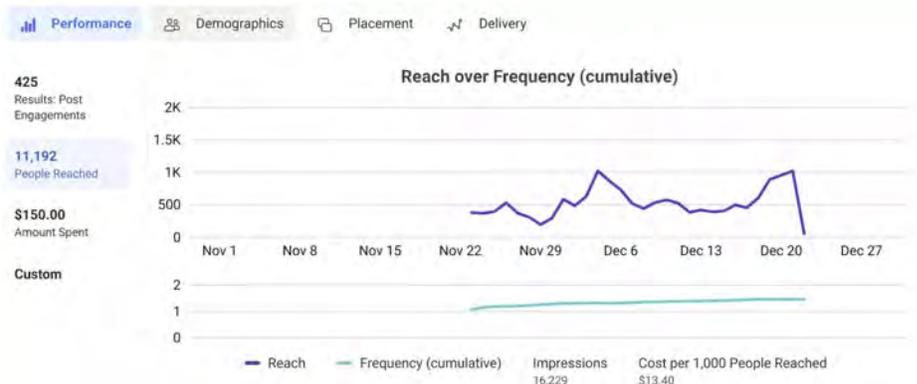
Social media outreach will be utilized to notify community members of public workshops and encourage community members to participate in online surveys. 4-Creeks will work with Topograph to develop a targeted advertising strategy using Facebook and Instagram to promote community-wide awareness of the study and to ensure that the greatest number of community members are able to participate in the survey.



4-Creeks will develop an online survey using Typeform to gather information on preferred travel methods, existing obstacles to bicycle and pedestrian connectivity, and types of transportation-related improvements community members are most interested in. The survey will be distributed via targeted social media outreach and emailed to members of the identified stakeholder group, who would be encouraged to forward the survey to other interested parties. 4-Creeks would also propose involving Farmersville Unified School District to distribute the survey to all parents on their email lists.

Analysis of Outreach Results: The results of the community workshops, public comments, and survey responses will be analyzed to gain a comprehensive understanding community-identified goals and objectives. Community outreach results will be compiled into a series of visual graphics that allow the results to be easily communicated to TCAG and City staff. The results will also be shared on the public website, which will allow community members to reflect on their answers and see how their participation has shaped the final project list.

The example shown to the right is an example of the data and analysis we gather during every outreach effort. Things such as people reached, impressions, advertising spend, and frequency are metrics our team is measuring closely throughout the project in order to ensure we are maximizing our outreach efforts and budget to reach the most amount of people.



4) Project List and Design Concepts

4-Creeks will review all information gathered during the Needs Assessment and Community Outreach phases and work with an experienced traffic engineering team to develop a comprehensive list of proposed projects that work together to achieve a high level of multimodal mobility within the City of Farmersville. The design team will review the existing right of way limits and identify projects that achieve the greatest amount of multimodal mobility while requiring minimal right of way acquisition. 4-Creeks will coordinate with the Peters Engineering team in the design of the proposed projects to ensure that they are practical, meet the needs of all road users, and exhibit safe and efficient design. 4-Creeks will utilize the designs from Peters Engineering to prepare high quality exhibits to showcase the proposed projects and to allow community members to envision what the improvements would look like in their community. Following the third community outreach meeting, where 4-Creeks will present the proposed design concepts to community members, 4-Creeks will prioritize each project based on public enthusiasm, the project's benefit to City-wide multimodal mobility, and cost effectiveness.

Deliverables for this task would include cross section designs, an overview plan to illustrate the mobility connections, and realistic 3D renderings of proposed projects to allow the public to visualize the benefits of project implementation. Conceptual landscaping design will also be provided if appropriate for various locations along the mobility connections.

5) Funding and Implementation Plan



Preliminary Cost Analysis: The design team will develop construction and maintenance cost estimates for the proposed projects. The 4Creeks team tracks costs on each project it undertakes to ensure that costs are quantified for future reference. We typically compile our cost estimates using the following sources:

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

Potential Funding Sources: The 4Creeks Consulting Team will work with TCAG to reach out to various funding agencies and prepare a detailed list of grant funding that would be available to complete the construction of this project. 4Creeks has successfully worked with many agencies and jurisdictions to acquire funding and we are prepared to assist TCAG in pursuing funding if desired. Below is a list of potential funding sources that we will review in-depth to provide greater clarity to the best approach to arrive at a successful project.

Federal Funding Sources:

- FAST Act - The Fixing America's Surface Transportation Act sets the framework for spending federal transportation revenue until 2021. It includes the following programs:
- Highway Safety Improvement Program (HSIP) The Highway Safety Improvement Program (HSIP) aims to achieve a significant reduction in traffic fatalities and serious accidents through the implementation of infrastructure-related highway safety improvements.
- Land and Water Conservation Fund (LWCF) States receive individual allocations of LWCF grant funds based upon a national formula, with state population being the most influential factor. States initiate a statewide competition for the amount available annually.

- Community Development Block Grants (CDBG) - State Program The CDBG entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate- income persons. Bicycle and pedestrian facilities are eligible uses of these funds.
- Rivers, Trails, and Conservation Assistance Program (RTCA) The Rivers, Trails, and Conservation Assistance Program is the community assistance arm of the National Park Service. RTCA provides technical assistance to communities in order to preserve open space and develop trails.

State Funding Sources:

- The Active Transportation Program (ATP) is the only significant source of funds dedicated to increasing bicycling and walking in California. At \$120 million per year, it represents approximately one percent of the state's annual transportation budget. ATP funds bike and pedestrian infrastructure projects, educational and promotional efforts, safe routes to school projects, and active transportation planning. The state awards half of the funds through a competitive grants process. Forty percent goes to metropolitan agencies to distribute and ten percent goes to rural areas. At least 25% of all funds must benefit residents in disadvantaged communities.
- Transportation Development Act (TDA) Article 3 (SB 821): TDA Article 3 funds-also known as the Local Transportation Fund (LTF)-are used by cities for the planning and construction of bicycle and pedestrian facilities.
- Office of Traffic Safety: The California Office of Traffic Safety (OTS) seeks to reduce motor vehicle fatalities and injuries through a
 - national highway safety program. Priority areas include police traffic services, alcohol and other drugs, occupant protection, pedestrian and bicycle safety, emergency medical services, traffic records, roadway safety, and
 - community-based organizations.
- AB 2766 Subvention Program: AB 2766 Clean Air Funds are generated by a surcharge on automobile registration. Air quality management districts allocate funds to cities according to their proportion of the region's population for projects that improve
 - air quality.
- Per Capita Grant Program: The Per Capita Grant Program is intended to maintain a high quality of life for California's growing population by providing a continuing investment in parks and recreational facilities. Specifically it is for the acquisition and development of neighborhood, community, and regional parks and recreation lands and facilities in urban and rural areas. Per Capita grant funds can only be used for capital outlay. They may be used for bike paths and trails.
- Roberti-Z'berg-Harris (RZH) Grant Program – Proposition 40
 - Funds for this grant program are to be allocated for projects pursuant to the Roberti-Z'berg- Harris Urban Open Space and Recreational Grant Program for a variety of uses related to parks and recreation needs. Bike paths and recreational trails are eligible uses of this money.
- Sustainable Transportation Planning Grant Program: The Sustainable Transportation Planning Grants are awarded by Caltrans to help a jurisdiction do an unusually important and difficult plan to improve sustainable transportation.

Other local funding options may be reviewed and deemed appropriate including Benefit Assessment Districts, Property Taxes and Bonds, User Fees, Adopt-a-Path Programs, or General Funds. These alternatives among the State and Federal funding sources will be more thoroughly reviewed upon project initiation. As you can see we are committed to working with TCAG to develop an exceptional project as well as determine the best source for funding in order to set this project up for success.

Permit/Plan Consistency Review: The 4Creeks Consultant team will meet with TCAG and Tulare County staff to review all adopted local, county, and statewide plans/ordinances to be sure the design process and design alternatives are consistent with the intent of all local, county, and statewide plans.

Environmental Clearance: The Project team will collect all the feedback and data throughout the project to determine the best CEQA clearance. The expected CEQA document is expected to be a categorical exemption or negative declaration. The 4Creeks team will discuss the final document that has been prepared with TCAG and Tulare County staff before submittal.

6) Draft and Final Study

City of Farmersville Complete Streets and Multimodal Access Study: The 4-Creeks planning team will prepare a comprehensive study that will review the analysis methods and results of the Needs Assessment and Community Outreach, and present the proposed design concepts and implementation plan. The Complete Streets and Multimodal Access Study will include the following sections:

1. **Introduction:** The Introduction section will identify the purpose and objectives of the study, describe the physical and demographic context of the City of Farmersville, and review the regulatory context and case studies of similar projects.
2. **Existing Conditions and Needs Assessment:** The Existing Conditions and Needs Assessment will provide a detailed analysis of the existing infrastructure and how it either contributes to or inhibits multimodal mobility. This section will include an overview of the existing street system and an analysis of the City's collision history over a ten year period to identify proposed improvement areas.
3. **Community Outreach:** The Community Outreach section will detail the ways in which the community was involved throughout the planning process. This section will summarize what happened at each of the community workshops, discuss public comments received throughout the planning process, state the results of the community survey, and describe how community input helped to shape the development of proposed projects and design concepts. Copies of meeting minutes and attendance lists will also be provided in the appendices, which will be helpful if and when TCAG seeks grant funding for project implementation.
4. **Proposed Design Concepts:** The Proposed Design Concepts section will present our plan to provide complete streets and multimodal access in the City of Farmersville. This section will include a list of the proposed projects with an overview plan to illustrate bicycle and pedestrian connectivity, as well as 2D and 3D exhibits of the proposed projects.
5. **Action Plan and Implementation Section:** The Action Plan and Implementation Section will provide an analysis of how the proposed projects meet community-identified goals and objectives, a preliminary cost analysis for the proposed projects, a discussion of possible funding opportunities, a review of project consistency with local, county and statewide plans/ordinances, and environmental compliance procedures.

4-Creeks will present the draft plan to TCAG and City staff for final revisions. After final revisions are made, the Final Farmersville Complete Streets and Multimodal Access Study will be presented to the Tulare County Board of Supervisors and/or the Farmersville City Council for adoption if requested.

Quality Assurance & Control: The ultimate success of any project hinges on the solid foundation of its leadership and management methodologies and procedures. Quality assurance and control are paramount on every project we undertake. Essential elements of our quality assurance and control procedures can be summarized as follows:



- Establishment of a detailed and comprehensive work plan.
- Task-specific project schedule that identifies key milestones and deliverables.
- Budget review and control to eliminate “scope creep.”
- Project management of internal staff and consultant team members.
- Consistent project communications (agendas, meeting minutes and status reports).
- Constant communication with the County’s Project Manager.
- Internal consultant team review
- Document preparation standards.
- Agency submittal checklist and procedures.
- Internal document review and plan checking procedures.

Exhibit B - Budget



Farmersville Complete Streets and Multimodal Access Study

Cost Estimate for Project

Response to RFP by Tulare County Association of Governments (TCAG)

Fee Breakdown (Specific Rates of Compensation)

By: David Duda, AICP: Project Manager
 Molly McDonnell: Asst. Project Manager
 12-May-21

SCHEDULE	WORK PLAN BY TASKS	Peters Engineering Traffic Sub	Marketing Director (Topograph)	Creative Technician (Topograph)	Associate Planner	Sr. Associate Planner	Planning Director (Project Mgr)	Civil Engineer	Prints, Mileage and Subs	TOTAL
			\$120	\$85	\$95	\$105	\$140	\$140		
July 2021	Coordination and Project Management									
August	Kickoff Meeting		2		4	8	4	2		\$2,300
August	Detailed Timeline of Tasks					6	6			\$1,470
	Ongoing Project Management					20	40			\$7,700
										\$11,470
August - October 2021	Task 1: Needs Assessment									
September	Research background documents				25	45	15			\$9,200
October	Walking Audit				8	8	8	8	\$100	\$3,940
September	Aerial Flight					40				\$4,200
October	Mapping of results				25	8		2	\$100	\$3,595
October	Report Preparation on results				20	20	8	4	\$100	\$5,780
									\$600	\$26,715
September- October '21	Task 2: Public Outreach									
September	Stakeholder Group Development/Coordination				15	15	15	4		\$5,100
	Website/Surveys/Social Media		15	45	25	5				\$8,525
September	Community Event #1			10	30	10	6		\$200	\$5,790
October	Community Event #2			10	30	10	6		\$200	\$5,790
October	Results of surveys/events				15	10	2			\$2,755
									\$400	\$27,960
November - February 2022	Task 3: Project List and Design Concepts									
November	Summary of all outreach and research				30	30	10			\$7,400
November	Traffic analysis/accident reports	\$10,000			20	10	2			\$13,230
December	Project list				20	10	10	5		\$4,350
November - February	Conceptual Designs/Mapping				100	40	10	5	\$200	\$15,300
									\$200	\$40,280
January -February 2022	Task 4: Funding and Implementation Plan									
February	Project list Priority order/Review				4	10	5	2		\$2,130
January-February	Cost Estimates					10	5	20		\$1,750
February	Funding Options/Implementation Plan				4	10	10			\$2,830
	Various Meetings and Coordination				6	8	8	2		\$2,810
									\$0	\$9,520
Jan- March 2022	Task 5: Draft and Final Study									
February	Draft Study				120	40	20	5	\$200	\$19,300
February	Meetings with Teams/Stakeholder Group				12	12	12			\$4,080
March	Final Study				20	20	5		\$100	\$4,800
March/April	Presentation to City Council				15	15	5		\$250	\$3,950
	QA/QC					5	10			\$1,925
									\$1,000	\$34,055

		HOURS								
Total Hours:		15	65	544	391	172	57			
									Total Cost:	\$150,000

* Schedule is subject to change if approved with the TCAG project manager.

PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

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

A. Minimum Scope & Limits of Insurance

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

B. Specific Provisions of the Certificate

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

Exhibit C

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 C - Schedule



Farmersville Complete Streets and Multimodal Access Study

Cost Estimate for Project

Response to RFP by Tulare County Association of Governments (TCAG)

Fee Breakdown (Specific Rates of Compensation)

By: David Duda, AICP: Project Manager
 Molly McDonnell: Asst. Project Manager
 12-May-21

SCHEDULE	WORK PLAN BY TASKS	Peters Engineering Traffic Sub	Marketing Director (Topograph)	Creative Technician (Topograph)	Associate Planner	Sr. Associate Planner	Planning Director (Project Mgr)	Civil Engineer	Prints, Mileage and Subs	TOTAL
			\$120	\$85	\$95	\$105	\$140	\$140		
July 2021	Coordination and Project Management									
August	Kickoff Meeting		2		4	8	4	2		\$2,300
August	Detailed Timeline of Tasks					6	6			\$1,470
	Ongoing Project Management					20	40			\$7,700
										\$11,470
August - October 2021	Task 1: Needs Assessment									
September	Research background documents				25	45	15			\$9,200
October	Walking Audit				8	8	8	8	\$100	\$3,940
September	Aerial Flight					40				\$4,200
October	Mapping of results				25	8		2	\$100	\$3,595
October	Report Preparation on results				20	20	8	4	\$100	\$5,780
									\$600	\$26,715
September- October '21	Task 2: Public Outreach									
September	Stakeholder Group Development/Coordination				15	15	15	4		\$5,100
	Website/Surveys/Social Media		15	45	25	5				\$8,525
September	Community Event #1			10	30	10	6		\$200	\$5,790
October	Community Event #2			10	30	10	6		\$200	\$5,790
October	Results of surveys/events				15	10	2			\$2,755
									\$400	\$27,960
November - February 2022	Task 3: Project List and Design Concepts									
November	Summary of all outreach and research				30	30	10			\$7,400
November	Traffic analysis/accident reports	\$10,000			20	10	2			\$13,230
December	Project list				20	10	10	5		\$4,350
November - February	Conceptual Designs/Mapping				100	40	10	5	\$200	\$15,300
									\$200	\$40,280
January -February 2022	Task 4: Funding and Implementation Plan									
February	Project list Priority order/Review				4	10	5	2		\$2,130
January-February	Cost Estimates					10	5	20		\$1,750
February	Funding Options/Implementation Plan				4	10	10			\$2,830
	Various Meetings and Coordination				6	8	8	2		\$2,810
									\$0	\$9,520
Jan- March 2022	Task 5: Draft and Final Study									
February	Draft Study				120	40	20	5	\$200	\$19,300
February	Meetings with Teams/Stakeholder Group				12	12	12			\$4,080
March	Final Study				20	20	5		\$100	\$4,800
March/April	Presentation to City Council				15	15	5		\$250	\$3,950
	QA/QC					5	10			\$1,925
									\$1,000	\$34,055

		HOURS								
Total Hours:		15	65	544	391	172	57			
									Total Cost:	\$150,000

* Schedule is subject to change if approved with the TCAG project manager.

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

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

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

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

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

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

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

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

10. CONFLICT OF INTEREST:

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

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

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

12. INDEMNIFICATION AND DEFENSE:

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

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

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

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

13. TERMINATION:

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

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

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

In addition, TCAG may terminate this Agreement based on:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F
TO TULARE COUNTY ASSOCIATION OF GOVERNMENTS SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 05/10/2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

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

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

(B) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or TCAG must always provide or accept paper versions of Federal award-related information to and from

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CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or TCAG must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

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

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

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

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

If, to meet the objectives of 49 CFR Part 26, an additional exhibit regarding CONTRACTOR's DBE Commitment is incorporated in this Agreement, CONTRACTOR further agrees to the following: Neither CONTRACTOR, sub recipient, nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying CONTRACTOR from future bidding as non-responsible.

AGENDA ITEM VII-D

August 16, 2021

Prepared by Kasia Poleszczuk, TCAG Staff

SUBJECT:

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

BACKGROUND:

The Tulare County ITS Architecture is a roadmap for transportation systems integration in the Tulare County region and a critical component of a coherent plan to address the transportation needs of the county through ITS. As travel demand on the freeway and arterial system grows, there is an increasing need to improve the system through active management as opposed to just additional capacity. Similarly, there is an increasing need to apply technology to accelerate the efficiencies of the public transportation systems in the county. In recognition of this, TCAG and the various communities in the county continue to invest in intelligent transportation systems, which includes such technologies as traffic signal coordination, transit signal priority, and travel information systems.

DISCUSSION:

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

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

Bringing the Regional Architecture up to date requires the service of a firm that has extensive knowledge of the RAD-IT software, that is used for architecture building and maintaining. Kimley-Horn is the only firm that can cost effectively provide these deliverables. As one of the nation's leading firms in ITS projects and the consultant on the Tulare County region's original ITS Architecture, they are uniquely qualified complete the update efficiently and expeditiously. Kimley-Horn has proposed to complete a task of updating the architecture for \$10,000. For an additional \$10,000 (time and materials) they are willing to provide three years of on-call consulting and architecture maintenance service. This task would include meetings with an architecture maintenance committee, monitoring the website for broken links, adding additional projects as they come in, and Systems Engineering Management Plan/Systems Engineering Review Form (SEMP/SERF) assistance.

RECOMMENDATIONS:

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

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

FISCAL IMPACT:

Approximate fiscal impact:

The cost under this contract will not exceed \$20,000 for FYs 2021/2022, 2022/23 and 2023/24.

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

ATTACHMENTS:

1. Resolution: Approve selection of Kimley-Horn to Update the Intelligent Transportation Systems (ITS) Architecture and to Provide Three Years on - call Architecture Maintenance Service.
2. Tulare County Association of Governments Sole Source Policy, Procedures and Form.

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

In the matter of:

Approve Kimley-Horn and Associates, Inc.)	
to Update the Intelligent Transportation)	
Systems (ITS) Regional Architecture and to)	Resolution No. 2021-xxx
Provide Three Year On-Call Architecture)	
Maintenance and ITS consulting services)	

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

WHEREAS, a task of bringing the ITS Regional Architecture up to date requires the services of a firm that has extensive knowledge of the RAD-IT software, that is used for architecture building and maintaining; and

WHEREAS, Kimley-Horn is the only firm that can cost effectively provide these deliverables. As one of the nation's leading firms in ITS projects and the creator of Tulare County region's first ITS Architecture, they can complete a task of updating the architecture for \$10,000. For an additional \$10,000 (time and materials) they are willing to provide three years of ITS consulting and architecture maintenance service. This task would include meetings with an architecture maintenance committee, monitoring the website for broken links, adding additional projects as they come in, and Systems Engineering Management Plan/Systems Engineering Review Form (SEMP/SERF) assistance.

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, that TCAG staff is authorized to prepare and negotiate a contract with Kimley-Horn and Associates, Inc.

The foregoing Resolution was adopted upon the motion of Member _____, seconded by Member _____, at a regular meeting on the 16th day of August 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Pete Vander Poel III
Chair, TCAG

Ted Smalley
Executive Director, TCAG

A Sole Source Policy exists when research has determined that one of the criteria below exists.

Tulare County Association of Governments intends to negotiate a sole source services contract for services of not more than \$50,000, for existing authorized tasks or projects adopted within the current fiscal year Overall Work Plan (OWP). Advanced written notice will be provided to the Tulare County Association of Governments Board and/or Tulare County Transportation Authority for any additional or new projects or tasks for approval. Consideration will be given to qualified local firms.

In addition, a completed sole source justification form for approval of a sole source contract must include authorized signature by the Chair of the TCAG Board, and the Executive Director or Deputy Executive Director (sample of form attached).

The Services could be considered a sole source procurement when one of the following circumstances exist (other than the financial requirement):

1. Quick action is required (urgency situation)
2. Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider
3. It is more cost-effective to obtain services by exercising an option under an existing contract
4. It is in the best interest of the association, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.

Procedures

- Sole Source Justification Form indicating the reason the service is declared a sole source procurement.
- If amount is \$25,000 or greater three (3) informal quotes must be solicited and attached with request
- If sole source request is for a new project or task such must have advanced written notice to TCAG and TCTA before the sole source request can be considered
- Send the completed Sole source justification form to the Chair of the TCAG Board and Executive Director or Deputy Executive Director for approval
- If approved, post sole source procurements on Web site five (5) business days prior to a contract being award

The Association Executive Director or Deputy Executive Director is required to report to the Tulare County Association of Governments and/or Tulare County Transportation Authority Board by the board meeting following the procurement. Annually the Fiscal Manager shall compile the sole source listing and submit it to the Tulare County Association of Governments/Tulare County Transportation Authority Boards in July of each year.

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AGENDA ITEM VII-E

August 16, 2021

Prepared by Holly Gallo, TCAG Staff

SUBJECT:

Action: Local Clearinghouse Review (LCR) 2021-01: Self-Help Enterprises (SHE) FY 2021 United States Department of Agriculture (USDA) Rural Development Section 533 Housing Preservation Grant (HPG) Application

BACKGROUND:

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

DISCUSSION:

The proposed project from Self-Help Enterprises (SHE) is for Section 533 Housing Preservation Grant (HPG) (USDA Rural Development) funding in the amount of \$100,000 to benefit at least seven households in the FY 2021 HPG target areas. The USDA RD funds will complement CalHome, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Household Water Well Grant Program (HWWS), and State Water Resources Control Board (SWRCB) grant funds already committed. SHE proposes to utilize the funding to make zero-interest payment loans and/or grants to low-income and very-low income, owner-occupied households, with emphasis on lowest targeted income group (less than 50 percent of county median income).

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact to TCAG.

ATTACHMENTS:

1. Preapplication submitted by Self-Help Enterprises
2. LCR Funding Report
3. LCR agency comments/recommendations

Application for Federal Assistance SF-424		
* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
<input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: Self Help Enterprises		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-15926768	* c. Organizational DUNS: <input type="text" value="0561799060000"/>	
d. Address:		
* Street1: P.O. Box 6520	<input type="text"/>	
Street2: 8445 W. Elowin Court	<input type="text"/>	
* City: Visalia	<input type="text"/>	
County/Parish: Tulare	<input type="text"/>	
* State: CA: California	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: USA: United States	USA: UNITED STATES	
* Zip / Postal Code: 93290	<input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mrs.	* First Name: Christy	
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: Hodson	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: Administrative Analyst		
Organizational Affiliation: Self-Help Enterprises		
* Telephone Number: 559-802-1585	Fax Number: <input type="text"/>	
* Email: christyh@selfhelpenterprises.org		

Application for Federal Assistance SF-424

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

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

USDA Rural Housing Developemt

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

USDA-RD-HCFP-HPG-2021

* Title:

Rural Housing Preservation Grant

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Housing Preservation Grant Program for very and low-income households, providing loans/grants for housing rehabilitation.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant **21**

* b. Program/Project **21-23**

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: **10/01/2021**

* b. End Date: **09/30/2022**

18. Estimated Funding (\$):

* a. Federal	\$100,000
* b. Applicant	
* c. State	
* d. Local	\$100,000
* e. Other	\$200,000
* f. Program Income	
* g. TOTAL	

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on **6/3/2021**.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

**** I AGREE**

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

Authorized Representative:

Prefix: **Mr.** * First Name: **Thomas**
Middle Name:
* Last Name: **Collishaw**
Suffix:

* Title: **President/CEO**

* Telephone Number: **559-651-1000** Fax Number:

* Email: **tomc@selfhelpenterprises.org**

* Signature of Authorized Representative:

* Date Signed:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS FUNDING REPORT

Local Clearing House Review 2021-01

Section 533 Housing Preservation Grant for USDA Rural Development

APPLICATION

Self-Help Enterprises funding for Rural Housing Preservation Grant.

Funds requested are as follows:

Federal:	\$	100,000.00
Applicant:	\$	0
State:	\$	0
Local:	\$	100,000.00
Other:	\$	200,000.00
Program Income	\$	0
Total:	\$	400,000.00

SCOPE OF PROJECT

The project is for areas and communities identified by Rural Development with a population of fewer than 10,000 in the county. The funding will be utilized to provide zero interest deferred payment loans and or grants to low income and very low income owner-occupied households for housing rehabilitation.



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

LOCAL CLEARINGHOUSE REVIEW - AGENCY COMMENTS/RECOMMENDATIONS

DATE: July 12, 2021
TO: Interested Agencies
FROM: Brideget Moore, TCAG Staff
SUBJECT: LOCAL CLEARINGHOUSE REVIEW L.C.R. 2021-01

Self Help Enterprises- Application for Federal Funding Section 533 Housing Preservation Grant
Please see attached application for federal funding. Any comments and/or recommendations that you feel are appropriate may be written below in the spaces provided or in a separate letter. All comments must be returned to this office by Wednesday, July 21, 2021 in order to be reviewed and forwarded by the TCAG Board of Governors to the State Clearinghouse, thereby completing our local review of the proposal. Thank you for your time and consideration in this matter.

Please return comments:
By email to tcaginfo@tularecag.ca.gov or by fax to (559)733-6720 or by mail to Tulare County Association of Governments, Attn: Brideget Moore, 210 N. Church Street, Suite B, Visalia, CA 93291.

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

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

Comments: NONE

Completed by: SANDRA SABIU
RMA
Agency: _____

AGENDA ITEM VII-F

August 16, 2021

Prepared by Holly Gallo, TCAG Staff

SUBJECT:

Action: Local Clearinghouse Review (LCR) 2021-02: City of Woodlake United States Department of Agriculture (USDA) Rural Development Community Facilities Grant Application

BACKGROUND:

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

DISCUSSION:

The proposed project from the City of Woodlake is for USDA Rural Development Community Facilities Grant funding in the amount of \$70,000 to purchase four additional police patrol vehicles. The scope of funding is to develop essential community facilities for areas and communities in rural areas. Such facilities provide essential services to the local community for the orderly development of rural communities. Project development may include purchasing, constructing, or improving existent essential community facilities, or pay for related project expenses or equipment costs.

No LCR agency comments or recommendations were received.

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact to TCAG.

ATTACHMENTS:

1. Application submitted by City of Woodlake
2. LCR Funding Report

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="07/06/2021"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Woodlake"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="946000458"/>	* c. UEI: <input type="text" value="965822448000"/>	
d. Address:		
* Street1: <input type="text" value="350 N Valencia Blvd"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Woodlake"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="CA: California"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="93286"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="City of Woodlake"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Jason"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Waters"/>	
Suffix: <input type="text"/>	Title: <input type="text"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="559-564-8055"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="jwaters@ci.woodlake.ca.us"/>		

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

USDA Rural Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

10.766

* Title:

Community Facilities Grant

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Purchase of four police patrol vehicles

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="70,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="5,904.88"/>
* e. Other	<input type="text" value="80,000.00"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="155,904.88"/>

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

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

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

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS FUNDING REPORT

Local Clearing House Review 2021-02

Community Facilities Grant for USDA Rural Development

APPLICATION

City of Woodlake funding for Community Facilities Grant

Funds requested are as follows:

Federal:	\$	70,000.00
Applicant:	\$	0
State:	\$	0
Local:	\$	5,904.88
Other:	\$	80,000.00
Program Income	\$	0
Total:	\$	155,904.88

SCOPE OF PROJECT

The project is for areas and communities in rural areas to develop essential community facilities. Such facilities provide essential services to the local community for the orderly development of rural communities. Project development may include purchasing, constructing, or improving existent essential community facilities, or pay for related project expenses or equipment costs. The funding sought by the City of Woodlake will facilitate the purchase of four additional police patrol vehicles.

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AGENDA ITEM VII-G

August 16, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Approve Agreement with the Tulare County Regional Transit Agency (TCRTA) Concerning Services and Office Space

BACKGROUND:

TCAG led the effort to help improve regional transit service by facilitating the creation of a regional transit agency. The Joint Powers Agreement creating the Tulare County Regional Transit Agency (TCRTA) was effective August 11, 2020. Eight member agencies have joined the TCRTA. The TCRTA elected, and TCAG agreed, to house staff of the TCRTA within TCAG for an undefined interim period.

DISCUSSION:

The TCRTA currently has one full-time staff person, the Executive Director, who is housed in the TCAG building. The TCRTA also utilizes TCAG staff for administrative duties, such as those provided by clerical, human resources, and fiscal staff. The preparation of the budget, processing of invoices, payroll, and circulation of agendas are examples of administrative support. In addition to staff support, the attached agreement outlines terms regarding the use of office space, equipment, and supplies.

The TCRTA is scheduled to consider approval of this agreement later this day, at their 3:00 Board meeting.

RECOMMENDATION:

Approve Agreement Concerning Services and Office Space.

FISCAL IMPACT:

TCAG will be reimbursed by the TCRTA; staff time will be tracked and billed to the TCRTA and office space and related charges will be billed proportionately.

ATTACHMENT:

Agreement Concerning Services and Office Space.

**AGREEMENT BETWEEN TULARE COUNTY ASSOCIATION OF GOVERNMENTS
AND TULARE COUNTY REGIONAL TRANSIT AGENCY
CONCERNING SERVICES AND OFFICE SPACE**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2021 by and between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS** ("TCAG") and the **TULARE COUNTY REGIONAL TRANSIT AGENCY** ("TCRTA"). TCAG and TCRTA are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. TCRTA is a public entity created by a joint exercise of powers agreement by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake (the "Joint Powers Agreement," a copy of which is attached to this Agreement as **Exhibit A**) for the purpose of providing public transit services throughout the territories of the member agencies; and
- B. TCRTA does not have professional staff to perform the planning and administrative functions that it is required to carry out under the Joint Powers Agreement; and
- C. TCRTA has utilized TCAG staff services, and services from the City of Porterville, on a temporary basis and now wishes to formally contract with TCAG for the performance of some of these duties for the time being, and TCAG is agreeable to rendering services to TCRTA on the terms and conditions hereinafter set forth; and
- D. The Parties have the power to enter into this Agreement under the provisions of section 6500 et seq. of the California Government Code and their respective governing documents.

NOW, THEREFORE, the Parties agree as follows:

1. TCRTA shall appoint a person to serve as its Executive Director pursuant to the terms of the Joint Powers Agreement. While said Executive Director technically will be considered to be an employee of the County of Tulare, just as TCAG employees are, TCRTA will be responsible for compensating said Executive Director for all services provided and providing all employment benefits therefor. If so requested, TCAG will provide payroll and benefit administration services to TCRTA for said position, at TCRTA's expense.
2. TCAG shall provide said TCRTA Executive Director with necessary office space, equipment, supplies, and materials, with said Executive Director to be housed within TCAG's then-existing suite of offices. TCAG also shall provide TCRTA's Executive Director with necessary administrative, fiscal, and clerical support services through TCAG's existing workforce. The quality and quantity of such office space, equipment, supplies, materials, and support services shall be determined jointly by the TCRTA Executive Director and the TCAG Executive Director. TCRTA will provide its Executive Director with necessary transportation for business purposes and/or reimburse the Executive Director for the costs of same.
3. Pursuant to the terms of the Joint Powers Agreement and the terms of his or her appointment to serve as TCRTA's Executive Director, the TCRTA Executive Director will manage the specific operations of TCRTA. The TCAG Executive Director shall be responsible to ensure adequate TCAG staffing and resources are provided under the terms of this Agreement.
4. TCAG shall provide all personnel, material, and supplies required to perform all necessary work, and to prepare and submit necessary reports and recommendations to TCRTA's Governing Board and/or Committees regarding the planning and administrative matters outlined in the Joint Powers Agreement. TCAG shall also provide staff to attend all regular meetings of TCRTA's Governing Board and the Governing

Board's committees if so requested. TCAG shall provide TCRTA with assistance in preparing budget drafts, and all necessary correspondence and resolutions. If TCRTA should decide to acquire any equipment, materials, supplies or transportation, and make such property of TCRTA available to TCAG for use by TCAG in performing services under this Agreement, then TCRTA may do so.

5. Starting with fiscal year 2020-2021, TCRTA shall prepare a budget and work program for each fiscal year indicating the reimbursement to be paid to TCAG during the current and next fiscal year for services to be furnished during that fiscal year. Such budgeted amount shall take into account the time and salaries of the TCAG employees or contractors who will be performing work for TCRTA, all incidental costs pertaining to such TCAG employees or contractors such as, but not limited to, retirement and insurance contributions by TCAG, transportation expenses, costs of equipment and supplies to be acquired by TCAG to perform the services, costs of supervision, and all other incidental costs that will be incurred by TCAG, so that the amount budgeted by TCRTA for payment to TCAG will reasonably approximate the actual cost to TCAG of providing such services during the fiscal year. TCRTA will reimburse TCAG for actual expenses on a quarterly basis.

6. If the amount budgeted and paid by TCRTA to TCAG for services by TCAG during any fiscal year does not reasonably approximate the actual costs incurred by TCAG during such fiscal year, then TCAG may request a Work Program and budget adjustment from TCRTA or request this be accounted for in the next fiscal year budget.

7. The Parties recognize that furniture, equipment, office supplies, vehicles, and other personal property may be acquired by TCAG to carry out its duties under this Agreement. All such personal property that is purchased or otherwise acquired by TCAG shall be the sole property of TCAG and shall remain TCAG property unless the Parties agree otherwise. If TCRTA decides to purchase or otherwise acquire any such personal property for use by TCAG in carrying out the duties of TCAG under this Agreement, then such property shall remain the sole property of TCRTA at all times and shall be promptly returned to TCRTA by TCAG upon termination of this Agreement.

8. Except for the TCRTA Executive Director position, and any other positions that may be so designated by TCRTA, in rendering services to TCRTA, 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 with TCAG. If such matters result in an unresolved difference of opinion or where there is conflict with TCRTA objectives and relative priorities, then the dispute shall be resolved by the Chair of TCRTA's Governing Board. If the dispute is related to priorities that involve TCAG, then the Chairs of the Governing Boards of TCRTA and TCAG will jointly resolve the dispute.

9. To facilitate the performance of services under this Agreement, it is agreed that TCAG shall have full cooperation and assistance from TCRTA.

10. Except for the TCRTA Executive Director position, and any other positions that may be so designated by TCRTA, all persons employed in the performance of services for TCRTA under this Agreement shall be employees of TCAG. However, TCAG may from time to time subcontract portions of the required TCRTA work, with the prior approval of TCRTA's Executive Director.

11. TCRTA shall have no responsibility for the payment of any salaries, wages, or other compensation to any TCAG personnel performing services for TCRTA, or any liability other than that provided for in this

Agreement. TCRTA shall not be liable for compensation or indemnity to any TCAG employee for injury or sickness arising out of his or her employment.

12. Pursuant to Sections 895-895.8 of the California Government Code, TCAG and TCRTA agree to indemnify and hold each other harmless from any loss, damage or liability arising out of the performance of their respective duties pursuant to this Agreement. However, TCAG and TCRTA, their officers and employees, do not assume any liability for intentional or negligent acts of the other Party or the other Party's officers and employees.

13. This Agreement shall become effective as of the date shown on page 1 above, and shall continue in effect, as amended from time-to-time, until terminated. This Agreement may be terminated by either Party by giving one hundred eighty (180) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. The required notice of termination may be waived by mutual agreement of the Parties. TCRTA will reimburse TCAG for any compensation earned for actual work performed and not previously paid for prior to the date of termination.

14. The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

15. The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

By _____
Executive Director

TULARE COUNTY REGIONAL TRANSIT AGENCY

By _____
Chair, Board of Directors

AGENDA ITEM VII-H

August 16, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Approve Memorandum of Understanding (MOU) with the Tulare County Regional Transit Agency (TCRTA) Regarding Federal Transit Planning and Programming

BACKGROUND:

TCAG, as the Federally-designated Metropolitan Planning Organization (MPO) for Tulare County, is required to maintain an MOU with each transit provider in the region. The MOU is entitled “Memorandum of Understanding Regarding the Comprehensive, Continuing, and Cooperative Transit Planning and Programming Process.”

DISCUSSION:

The TCRTA is a public transit provider that receives federal funds. TCAG, as the MPO, has some oversight on these funds and is required to ensure that appropriate planning occurs in order to make best use of federal funds. TCAG is also responsible for maintaining the Federal Transportation Improvement Program (FTIP) which lists, in detail, projects and expenditures for all federal transportation funds. The attached MOU outlines the working relationship between TCAG and TCRTA to implement these processes.

In 2018, TCAG approved updated MOUs with all six transit providers. This MOU is very similar to those six, with some updated language regarding new requirements, such as asset management and safety plans.

TCRTA is scheduled to consider this MOU for approval today at their regularly scheduled 3:00 Board meeting.

RECOMMENDATION:

Approve MOU with TCRTA Regarding Transit Planning and Programming.

ATTACHMENT:

Memorandum of Understanding Regarding the Comprehensive, Continuing, and Cooperative Transit Planning and Programming Process for Federal Funds.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TULARE COUNTY ASSOCIATION OF GOVERNMENTS
AND TULARE COUNTY REGIONAL TRANSIT AGENCY REGARDING THE
COMPREHENSIVE, CONTINUING, AND COOPERATIVE TRANSIT
PLANNING AND PROGRAMMING PROCESS FOR FEDERAL FUNDS**

This Memorandum of Understanding (MOU) is entered into between the Tulare County Association of Governments, hereinafter referred to as (“TCAG”), and the Tulare County Regional Transit Agency, hereinafter referred to as (“TCRTA”), a public transportation provider, as of this _____ day of _____, 2021. The purpose of this MOU is to:

1. Foster a cooperative and mutually beneficial working relationship between TCAG and TCRTA for the provision of comprehensive, effective, and coordinated transit planning on behalf of TCRTA’s public mass transportation system; and
2. Identify the transit planning responsibilities in coordination with the State of California for the purpose of programming federal funds within the TCAG Federal Transportation Improvement Program (FTIP).
3. Provide for coordinated planning and foster region-wide coordinated services while avoiding duplication of effort; and

WHEREAS, TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the 11th day of August, 2020 (the “Joint Powers Agreement”); and

WHEREAS, TCRTA is a public transportation provider that is eligible to apply for and receive Federal Transit Administration (FTA) federal assistance for capital, operating, and planning for the delivery of public mass transportation; and

WHEREAS, TCAG is a joint powers authority, created in 1971 by the County of Tulare and the cities of Visalia, Tulare, Porterville, Lindsay, Dinuba, Exeter, Farmersville and Woodlake; and

WHEREAS, TCAG is directed by a seventeen (17) member Board. This includes (13) locally elected official voting members, composed of five (5) members of the Tulare County Board of Supervisors and one (1) Councilmember from each City, appointed by the City Councils of such respective cities; three (3) residents of the County, appointed by a majority vote of the other members of the governing board of TCAG; and one (1) representative of transit providers, nominated by the Council of Cities and confirmed by the other sixteen (16) members of the TCAG Board; and

WHEREAS, TCAG is the Metropolitan Planning Organization (MPO), Transportation Management Agency (TMA), Regional Transportation Planning Agency (RTPA), Council of Governments (COG), and Transportation Authority for Tulare County; and

WHEREAS, TCAG recognizes that transportation planning and programming must be conducted as an integral part of and consistent with the comprehensive planning and development process, and that the process must involve the fullest possible participation by state agencies, local governments, federal agencies, and other appropriate groups; and

WHEREAS, TCAG has developed committee structures that advise the TCAG Board on planning and policy issues. These committees include the Technical Advisory Committee (TAC), the Social Service Transportation Advisory Council (SSTAC), and others; and

WHEREAS, 23 CFR 450.310 (b) and 450.312 require MPOs to work cooperatively with public transit operators to develop Regional Transportation Plans (RTPs) and Transportation Improvement Programs (TIPs) using performance-based planning and programming. These plans and programs are intended to further the national interest to encourage and promote the safe and efficient management, operation, and development of surface transportation systems, ensure that those systems are in a state of good repair, and provide transparency in the agencies' budgetary decision-making processes. These systems should serve the mobility of people and freight, and foster economic growth and development within and through urbanized areas, while minimizing transportation-related fuel consumption and air pollution; and

WHEREAS, 23 CFR 450.314 (h) requires a written agreement between TCAG and TCRTA describing mutual responsibilities for carrying out performance-based planning and programming in metropolitan areas; and

WHEREAS, 23 CFR 450.306 (d)(2)(iii) – The selection of performance targets that address performance measures described in 49 U.S.C. 5236 (c) and 49 U.S.C. 5329 (d) shall be coordinated, to the maximum extent practicable, with public transportation providers established under 49 U.S.C. 5236 (c) and 49 U.S.C. 5329 (d); and

WHEREAS, 49 CFR 625.45 (b)(1) requires transit providers and group TAM plan sponsors to set state of good repair (SGR) performance targets, as required; and

WHEREAS, TCAG and TCRTA rely upon a cooperative relationship to foster comprehensive regional transit planning which feeds directly into state and national planning.

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto, and in consideration of the covenants and conditions herein contained, the parties agree as follows:

1. TCRTA REPRESENTATION ON TCAG COMMITTEES

1.1 TCRTA shall:

- a) Identify a representative to attend the Technical Advisory Committee (TAC). The TAC meetings are held on the second Thursday of every month.

- b) Identify a representative to attend the quarterly Social Services Transportation Advisory Council (SSTAC) meetings.

2. TRANSIT PLANNING

2.1. Short-Range Transit Planning

In accordance with the planning regulations and FTA guidance, TCRTA and/or TCAG may prepare a five (5) year short-range transit plan to support sound financial and operational decision-making in transit planning and programming. In the development of short-range transit plans, the transportation provider included in the plan will provide a draft list of projects for FTA funding. The list shall:

- a) Identify and describe the scope of the specific projects and services, which address ongoing and increased transit demands. These projects and services are to include Americans with Disabilities Act (ADA) elements, and Transportation Control Measures (TCM) with sufficient detail (design, concept, and scope) to permit air quality conformity analysis to be performed by TCAG.

- b) Provide qualitative and quantitative analysis showing how the project addresses transit needs.

- c) Identify the amount and type of federal and non-federal funds required to support the projects for each year represented in the plan. In addition, identify anticipated discretionary funding estimates for the FTIP.

- d) Identify projects that implement the Transit Asset Management (TAM) Plan.

2.2. TCRTA Input to Regional Transportation Plan (RTP)

The TCRTA shall provide any pertinent information required to fully comply with planning regulations and/or federal and state guidance on the preparation of Regional

Transportation Plans/Sustainable Communities Strategies (RTP/SCSs). Examples of the type of information the TCRTA agrees to provide to TCAG include, but are not limited to:

- a) An overview of key performance measures of existing transit systems.
- b) Anticipated equipment replacement and rehabilitation needs.
- c) Anticipated facility needs.
- d) Documentation of the public participation process used to develop the transit system.
- e) A financial plan, including expected revenues, planned expenditures, and documentation of fiscal ability to operate and expand services.
- f) The TCRTA's most recent planning assumptions, considering local general plans and other factors.

2.3. Planning Assistance

TCAG will provide input into the development of the transit planning documents produced by TCRTA. In addition, TCAG will work cooperatively with and assist TCRTA in its efforts to generate planning and forecasting information needed to establish and maintain transit-planning documents. The type of assistance provided by TCAG may include, but is not limited to, the following:

- a) Obtain and analyze data from various sources to develop concrete demographic, growth, and use assumptions for the purpose of transit forecasting and development (e.g. trip generation tables, census information, maps, performance targets).
- b) Assist in securing funds to conduct transit demand studies and in-depth analysis (e.g. research funding opportunities, grant writing, grant assistance).
- c) Assist TCRTA in obtaining state and federal funding of projects consistent with the TCAG Regional Transportation Plan/Sustainable Communities Strategy (e.g. facilitating FTIP amendments).
- d) Establish performance targets that address the performance measures or standards established by the State or by establishing quantifiable targets for these measures agreed upon by TCRTA and TCAG.
- e) Establish report process and deadlines for performance data.

A final copy of all transit planning documents, including State and/or federal reviews, National Transit Database, and State Controller Reports, as well as the transit asset management plans, State of Good Repair, and the Public Transportation Agency Safety Plan will be forwarded by TCRTA to TCAG. This will assist TCAG in overall transit planning coordination, as well as ensuring that FTA and FHWA transit funds are used as planned, per FTA and FHWA requirements.

2.4. Coordinated Public Transit-Human Services Plan

The TCRTA shall cooperate in the development and implementation of the Coordinated Public Transit-Human Services Plan as required by federal law. This plan will be adopted through a process that includes representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

2.5. Regional Planning

TCAG will provide a forum to foster partnerships that support the development of public transit services throughout Tulare County. As part of the coordinated regional transportation system, TCAG will continue to work to expand cooperative and consistent planning between the TCRTA's transportation system and the regional and interregional transit network.

As the RTPA and MPO, TCAG is responsible for the development of regional planning documents such as the Tulare County Regional Transportation Plan/Sustainable Communities Strategy, Congestion Management Plan, Overall Work Program, and the analysis and determination of unmet transit needs in Tulare County. The TCRTA will have the opportunity to provide technical advice during the development of these regional planning documents through the TCAG committee structure. The TCRTA may also provide input during the TCAG Board's consideration of these documents for approval.

As a critical part of the regional planning process, the TCRTA shall assist TCAG with its efforts to achieve regional goals, including taking the following specific actions: (1) assist in the attainment of federal air quality standards; (2) assist in the attainment of federal air quality standards; and (3) ensure coordination of services, when possible, with the other transit providers in Tulare County to accommodate the transit rider and provide for an easy-to-navigate regional transit system.

2.6. Application for Transit Funding

The TCRTA shall work with TCAG to develop and make consistent and timely funding requests from all potential transit funding sources in order to facilitate programming and prevent funding delays. The TCRTA agrees to prepare any applications necessary to obtain applicable funding, including state, Measure R, and federal transit funding. The TCRTA's applications for transit funding shall be consistent with the TCAG Regional Transportation Plan/Sustainable Communities Strategy and other pertinent planning documents and regional policies. Prior to submitting such applications, the TCRTA agrees to submit drafts of the applications to TCAG for review. TCAG will review the applications for accuracy (to the best of its information and knowledge) and consistency of projects with FTIP Programming Criteria. If TCAG considers the application to be appropriate, accurate, and consistent with all applicable requirements, TCAG may prepare a letter of concurrence.

2.7. Transit Asset Management Plan

TCRTA must develop a transit asset management (TAM) plan if it owns, operates, or manages capital assets used to provide public transportation and receives federal financial assistance under 49 U.S.C. Chapter 53 as a recipient or subrecipient. A TAM plan must be updated in its entirety at least every four years, and it must cover a horizon period of at least four years. The selection of targets that address transit asset management shall be coordinated, to the maximum extent practicable with TCAG to ensure consistency with the performance targets that public transportation providers establish.

2.8. Public Transportation Agency Safety Plan

TCRTA must develop a Public Transportation Agency Safety Plan (PTASP) plan if TCRTA receives federal financial assistance under 49 U.S.C. Chapter 53, Section 5307 as a recipient or subrecipient. The plan must include performance targets. A PTASP must be updated and certified by the transit agency annually.

2.9. National Transit Database Reporting

The National Transit Database Reporting (NTD) is FTA's primary source for information and statistics collected from transit systems that receive FTA formula funding under the Urbanized Area Formula Program. Transit operators receiving funds from these programs are required by statute and FTA guidance to submit annual reports to the NTD. Service factors reported in the UZA determine the amounts of FTA 5307 and 5339 funds generated in the region. TCRTA shall report service factors to the NTD to maximize the amounts of funds generated in the region and to determine urbanized area eligibility.

3. FTIP PROGRAMMING, MONITORING, AND MAINTENANCE

3.1. FTIP Programming Criteria

As part of the FTIP updating process, federally funded projects are programmed by TCAG on behalf of all transit providers receiving federal funds. For proposed transit projects, the criteria used for the programming of federal funds within the TCAG FTIP are essential. TCAG and TCRTA may employ the following selection criteria to establish priorities for transit funding:

- a) Project purpose and need;
- b) Anticipated benefits;
- c) Degree to which a project will improve transit availability;
- d) Degree to which a project will improve level of service performance standards;
- e) Degree to which a project will, once implemented, make progress toward achieving performance targets;
- f) Air quality benefits;
- g) Overall cost effectiveness;
- h) Leveraging of other funding sources;
- i) Degree to which project will coordinate with the other transit providers in the region; and
- j) Compliance with regional policies and regional planning documents.

3.2. Progress Reporting

Per Federal requirements, TCAG is required to produce an annual list of projects for which federal funds have been obligated in the preceding fiscal year and will ensure that the annual list of projects is made available for public review.

The TCRTA shall submit annual reports that address the status of each of its projects receiving federal funds, due each year to TCAG by October 31st. At a minimum, the report shall:

- a) Identify and correlate the documentation of projects to individual categories as identified in the FTIP (e.g., Operations, Planning, Capital Purchase, and Facility Maintenance).
- b) Document the stage of project implementation.
- c) If the project is behind schedule, include the reason for the delay.
- d) State the reasons for any cost overruns if the project is over budget.
- e) Project savings to be reverted, if any, at project completion.
- f) Status of amount of federal funding obligated, received and used to support projects.

g) Identify the need for a FTIP amendment.

In addition to providing the above supporting documentation, the TCRTA shall forward to TCAG a final copy of all planning documents produced, FTA Triennial Audits, annual Transportation and Transit Financial Statements, National Transit Database reports, Transit Asset Management Plans, and State Controller's Reports. This will assist TCAG in overall transit planning as well as ensure that FTA Section 5307, 5339, 5303, and other funds were used accordingly for planning purposes as per FTA's requirements.

3.3. FTIP Amendments

The TCRTA shall submit requests for FTIP amendments in writing, and at the earliest possible time as of the identification of the need for an amendment. All requests for FTIP amendments shall include documentation related to the project funding, such as published funding allocations, published carryover balances, grant award letters, etc. TCAG shall request such documentation as is needed to certify the project funding for programming in the FTIP.

TCAG's Executive Director will exercise the authority delegated by the TCAG Board of Directors to process minor administrative amendments, which includes (but is not limited to) amendments such as minor changes in the project scope, cost/funding source, or schedule.

The TCRTA will alert TCAG as to the need for a formal amendment to the FTIP as early as possible. Formal amendments require a public notice process, approval by the TCAG Board, approval by Caltrans, and final approval by the Federal Highway Administration (FHWA). This process can take up to approximately three (3) months, but often varies. Formal FTIP amendments will be necessary if major changes are proposed, which may include, but are not limited to, the following: major changes in project scope, cost, or schedule, or new projects that need to be included in the FTIP. TCAG maintains criteria for determining whether changes to scope, cost, or schedule are minor or major.

4. **ADDITIONAL TERMS AND CONDITIONS OF THE MOU**

4.1. Responsibility for MOU

The Executive Director of TCAG and the Executive Director of the TCRTA are the primary individuals responsible for ensuring that the provisions specified in this MOU are followed.

4.2. Participation in MOU Required for Federal Funding

The Parties understand and agree that their participation in this MOU is required for the receipt of Federal FTA and FHWA funds, including the FTA Urbanized Area Formula Grants (5307) and Bus and Bus Facilities (5339) programs.

4.3. Term

This MOU shall continue in effect until superseded by a new agreement or cancelled by either party in accordance with the MOU.

4.4. MOU Amendments

This MOU may be amended by the written agreement of both Parties. Amendments must be approved by both TCAG and the TCRTA Board.

4.5. MOU Termination

Either party, upon ninety (90) days' advance written notice to the other party, may withdraw its participation in this MOU. Any transit provider that withdraws from the MOU forfeits its eligibility to receive FTA funds, including Urbanized Area Formula Grants (5307) and Bus and Bus Facilities (5339) program funds.

4.6. Conflict with Laws or Regulations/ Severability

This MOU, and the Parties' performance under this MOU, is subject to all applicable laws and regulations.

If any provision of this MOU is found by any court of other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provisions shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the MOU to either party is lost, the MOU may be terminated at the option of the affected party. In all other cases, the remainder of the MOU shall continue in full force and effect.

4.7. Records and Audit

The TCRTA agrees to maintain records in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, and upon request shall make available all records and supporting information for inspection by TCAG and permit TCAG the ability to respond to official audits.

4.8. 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.

4.9. Waiver of Breach

The failure of either Party to insist on strict compliance with any provision of this MOU will not be considered a waiver of any right to do so, whether for that breach or any later breach.

4.10. No Third-Party Beneficiaries

This MOU is for the benefit of and applies to the undersigned Parties. There are no third-party beneficiaries, intended or otherwise.

4.11. Counterparts

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

5. AUTHORIZATION OF MOU

By its authorized signatures below, the Parties agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of fostering transit planning and programming of local, state, and federal funds within the TCAG Federal Transportation Improvement Program.

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Tulare County Association of Governments

AGENDA ITEM VII-I

August 16, 2021

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approval of Amendment No. 3 to the FY 2021/2022 Overall Work Plan (OWP)

BACKGROUND:

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

DISCUSSION:

Amendment No. 3 to the FY 2021/2022 is to correct Amendment No. 1, on Resolution No. 2021-130 paragraph 3 and Amendment No. 2, on Resolution No. 2021-138 Paragraph 3 to reference Fiscal Year 2021/2022.

Additionally, Amendment No.3 to the FY 2021/2022 OWP is necessary to allow TCAG to deliver services as requested by its member agencies.

1. Increase Work Element No. 603.02, Intelligent Transportation Systems, in the amount of \$20,000, redistribution of PL funding.
2. Decrease Work Element No. 605.01, Congestion Management Process, in the amount of \$61,532, redistribution of PL funding.
3. Increase Work Element No. 602.04, Transit Planning and Coordination, in the amount of \$169,412 for a Transit Development Plan for TCRTA, redistribution of PL funding.
4. Add Work Element No. 602.04-1050, Cross Valley Corridor Transit Development Plan, in the amount of \$346,200. TCAG will be managing the Cross Valley Corridor Transit Development Plan being prepared through a partnership among TCAG, the Kings County Association of Governments (KCAG), the San Joaquin Joint Powers Authority (SJJPA), Visalia Transit, the Kings County Area Public Transit Agency (KCAPTA), and the Tulare County Regional Transit Agency (TCRTA). The plan will cover a ten-year period and will make recommendations for coordinated transit in the region, starting with enhanced bus transportation and progressing to a regional rail system.
5. Increase Work Element No. 670.10, Regional Housing, in the amount of \$541,965 as discussed in Item VII-I of this agenda.
6. Increase Work Element No. 601.04, Office Expenses/Fixed Assets, in the approximate amount of \$46,155 for an EV charging Station. TCAG has submitted an application to Southern California Edison's Charge Ready Program. The project request includes 4 dual-port level 2 chargers. If funded, SCE would design and construct the project for TCAG, from the first steps of electrical and ADA design, through city permitting and underground construction of the infrastructure leading to the charging station locations. TCAG would be responsible for purchasing and installing the equipment. SCE would provide

TCAG an equipment rebate of \$23,200 upon installation. The cost for installation, warranty, network services, and other miscellaneous equipment costs will be around \$46,000. The final amount is pending project approval.

7. Decrease Work Element No. 604.01, Transportation Improvement Program, in the amount of \$54,993, redistribution of PL funding.
8. Decrease Work Element No. 610.01, Air Quality Planning, in the amount of \$10,000, redistribution of PL funding.
9. Decrease Work Element No. 650.01, Public Information & Participation, in the amount of 13,940, redistribution of PL funding.
10. Decrease Work Element No. 602.03, Active Transportation Plan, in the amount of \$48,947, redistribution of 5303 funding.

RECOMMENDATIONS:

Staff recommends the approval of Amendment No. 3 to the OWP.

FISCAL IMPACT:

Increase to budget is offset by TCAG reserves, PL, 5303 and REAP funding.

ATTACHMENTS:

1. Resolution approving FY 2021/2022 OWP Amendment No. 3
2. OWP summary documents as affected by approval

WHEREAS, Amendment No. 3 to the FY 2021/2022 OWP is necessary to decrease Work Element No. 602.03, Active Transportation Plan, in the amount of \$48,947.

NOW, THEREFORE, BE IT RESOLVED that the TCAG 2021/2022 Overall Work Program (OWP) is amended as shown in Attachment "2" and is herein referenced as Amendment No. 3.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 16th day of August ,2021 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. 605.01 Congestion Management Program (CMP)

REVENUES	DOLLARS
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	15,000
FHWA PL	74,818
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
Total Revenues	89,818
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	10,302

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	71,468	7.6
City of Dinuba		
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant	15,000	
Publications and Legal Notice		
Training	1,000	
Transportation and Travel	1,000	
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense	1,350	
Dues/Subscriptions		
Utilities		
Office Equipment		
Total Expenditures	89,818	7.6

Consultants

\$15,000 Traffic Count Data Collection
25 intersection locations, 50 locations per year

Training

Misc Training

Transportation/Travel

Misc Training

Special Dept Expense

CMP Committee Mtgs \$600

HCS \$750

W.E. 601.04 Office Expenses/Fixed Assets

REVENUES	DOLLARS	EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
Member Dues		TCAG Staff		
Local Contribution	453,280	City of Dinuba		
TDA		City of Exeter		
FHWA PL (carryover)		City of Farmersville		
FHWA PL		City of Lindsay		
FTA Section 5303 (carryover)		City of Porterville		
FTA Section 5303		City of Tulare		
FTA Section 5304		City of Visalia		
FTA Section 5305		City of Woodlake		
DMV		County of Tulare	275,222	
City of Dinuba		Insurance	5,500	
City of Exeter		Memberships		
City of Farmersville		Office Expense	20,000	
City of Lindsay		Consultant		
City of Porterville		Publications and Legal Notice		
City of Tulare		Training		
City of Visalia		Transportation and Travel		
City of Woodlake		Print Services		
County of Tulare		County Counsel		
Measure R		Auditor		
LAFCO		Motorpool		
TCAG Reserves	47,923	Rent	165,708	
SB1 Sustainable Community Grant		Special Dept Expense	56,973	
Other Grants	43,200	Dues/Subscriptions/Licenses	2,000	
		Utilities	16,000	
		Office Equipment	3,000	
Total Revenues	544,403	Total Expenditures	544,403	
Toll Credits(5303&Carryover) (Not Revenues)				
Toll Credits(PL&Carryover) (Not Revenues)				

Other Grants

Grant Funding for a car \$20,000
 SCE rebate for EV charging station \$ 23,200

County of Tulare

\$114,426 IT charges
\$8,300 Custodial /Bldg Maint
 \$3,432. ADP Svcs
\$5,000 Mail/Courier Services
\$2,500 Copier/Co Print Services
 \$18,483 Phone/Conference services
\$4,660 Comcast Services
 \$38,461 Cowcap
 \$79,960 Workers Comp
Office Expense
 \$20,000 general office supplies
Special Dept Exp
 Car \$10818
 EV Charging Station \$46,155
Dues/Subscriptions/Licenses
 Visalia Times & Microsoft 365 \$300
 Photoshop & Illustrator 2 licenses \$1,700
Office Equipment
 Routine office equipment upgrades

W.E 602.04-1050 Transit Planning and Coordination- Cross Valley Corridor Transit Development Plan

REVENUES	DOLLARS
Member Dues	
Local Contributions	
TDA	
FHWA PL (carryover)	
FHWA PL	346,200
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	
Total Revenues	346,200
Toll Credits(5303&Carryover) (Not Revenues)	0
Toll Credits(PL&Carryover) (Not Revenues)	39,709

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff		0.0
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	346,200	
Publications and Legal Notice		
Training		
Transportation and Travel		
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
Total Expenditures	346,200	0.0

PL Funding received from Kings county

W.E. 603.02 Intelligent Transportation Systems (ITS)

REVENUES	DOLLARS	EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
Member Dues		TCAG Staff	25,000	2.7
Local Contribution		City of Dinuba		
TDA		City of Exeter		
FHWA PL (carryover)		City of Farmersville		
FHWA PL	26,000	City of Lindsay		
FTA Section 5303 (carryover)		City of Porterville		
FTA Section 5303		City of Tulare		
FTA Section 5304		City of Visalia		
FTA Section 5305		City of Woodlake		
DMV		County of Tulare		
City of Dinuba		Insurance		
City of Exeter		Memberships		
City of Farmersville		Office Expense		
City of Lindsay		Consultant		
City of Porterville		Publications and Legal Notice		
City of Tulare		Training	500	
City of Visalia		Transportation and Travel	500	
City of Woodlake		Print Services		
County of Tulare		County Counsel		
Measure R		Auditor		
LAFCO		Motorpool		
TCAG Reserves		Rent		
SB1 Sustainable Community Grant		Special Dept Expense		
Other Grants		Dues/Subscriptions		
		Utilities		
		Office Equipment		
Total Revenues	26,000	Total Expenditures	26,000	2.7
Toll Credits(5303&Carryover) (Not Revenues)				
Toll Credits(PL&Carryover) (Not Revenues)	2,982			

Training
 Misc Training
Transportation/Travel
 Misc Travel

W.E. 604.01 Transportation Improvement Program

REVENUES	DOLLARS
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	3,999
FHWA PL	80,721
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	
Total Revenues	84,720
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	9,717

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	75,000	8.0
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		
Publications and Legal Notice	500	
Training		
Transportation and Travel	9,220	
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
Total Expenditures	84,720	8.0

Transportation & Travel

16 RTPA./CTC @ \$500 each \$8,000

18 Caltrans @ \$40 \$720

Misc Travel 2@2 \$500

W.E. 610.01 Air Quality Planning and Analysis

REVENUES	DOLLARS
Member Dues	
Local Contribution	950
TDA	
FHWA PL (carryover)	14,029
FHWA PL	108,735
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	
Total Revenues	123,714
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	14,081

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	84,714	9.0
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	36,000	
Publications and Legal Notice		
Training	1,000	
Transportation and Travel	2,000	
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense		
Dues/Subscriptions		
Utilities		
Office Equipment		
Total Expenditures	123,714	9.0

Consultant

\$16,000 for Air Quality Consultant Contract
 \$20,000 Air Quality conformity coordination/8 Valley coord efforts

Training

\$1,000 Valleywide air quality meetings and state updates/training on

Transportation & Travel

\$2,000 Valleywide air quality meetings and state updates/training on

W.E. 670.10 Regional Housing

REVENUES		DOLLARS	EXPENDITURES		DOLLARS	STAFF PERSON MONTHS
Member Dues			TCAG Staff	80,787	8.6	
Local Contribution			City of Dinuba	83,472		
TDA			City of Exeter	73,414		
FHWA PL (carryover)			City of Farmersville	73,662		
FHWA PL			City of Lindsay	74,841		
FTA Section 5303 (carryover)			City of Porterville	106,096		
FTA Section 5303			City of Tulare	111,593		
FTA Section 5304			City of Visalia	159,191		
FTA Section 5305			City of Woodlake	71,225		
DMV			County of Tulare	163,116		
City of Dinuba			Insurance			
City of Exeter			Memberships			
City of Farmersville			Office Expense			
City of Lindsay			Consultant			
City of Porterville			Publications and Legal Notice			
City of Tulare			Training			
City of Visalia			Transportation and Travel			
City of Woodlake			Print Services			
County of Tulare			County Counsel			
Measure R			Auditor			
LAFCO			Motorpool			
TCAG Reserves			Rent			
SB1 Sustainable Community Grant			Special Dept Expense	67,713		
Other Grants (Reap)	1,065,110		Dues/Subscriptions			
			Utilities			
			Office Equipment			
Total Revenues	1,065,110		Total Expenditures	1,065,110	8.6	
Toll Credits(5303&Carryover) (Not Revenues)						
Toll Credits(PL&Carryover) (Not Revenues)						

This work element is currently being proposed by the State to pay for RHNA process. These Costs will be adjusted to reflect that when finalized.

AGENDA ITEM VII-J

August 16, 2021

Prepared by Steven Ingoldsby, TCAG Staff

SUBJECT:

Information: Regional Early Action Planning (REAP) 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 projection and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation (RHNA).

DISCUSSION:

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. Fresno Council of Governments (FCOG) is the fiscal agent for the regional effort. TCAG entered an MOU with the other agencies comprising the San Joaquin Valley Regional Early Action Planning Committee for Housing in November 2020. The first amendment to this MOU occurred on July 1, 2021. As a result of the amendment FCOG shall distribute an additional \$1,000,000 of the initial grant to each of the members on the basis of \$125,000 each.

REAP MOU Amendment #1

The updated REAP summary funding table is shown in Attachment A. TCAG is now estimated to receive a total of 1,613,803 from HCD with \$523,145 and \$125,000 already received in Phases I and II. The remaining funds estimated to be received are subject to change by HCD.

TCAG is using \$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 will use the remaining funds to distribute directly to member agencies to help fund their planning related housing efforts. The amendment to the REAP MOU with FCOG now estimates a total allocation of \$1,613,803 to TCAG. Using the board approved formula of a base of \$100,000 with the remaining funds distributed based on population would allocate the funds as follows:

TCAG:	\$225,000
Dinuba	\$126,472
Exeter:	\$111,233
Farmersville:	\$111,609
Lindsay:	\$113,396
Porterville:	\$160,752
Tulare:	\$169,081
Visalia:	\$241,198
Woodlake:	\$107,916
County:	\$247,146

REAP Workshops

The valley will host a number of workshops related to housing. TCAG's member agencies will be notified directly from the workshop organizers. Topics include Accessory Dwelling Units, Regional Housing Needs Allocation, Housing in the SJV, Challenges and Opportunities, SB 330 "The Housing Crisis Act", Compact and Mixed-Use Housing, New Housing Laws, Housing Elements 101, Site Identification Process for New Housing, Affirmatively Furthering Fair Housing, and Annexations and Tax Sharing Agreements. More information and to register for upcoming workshops, agencies can visit <https://sjvcogs.org/reap/reap-workshops/>.

REAP Technical Assistance

The San Joquin Valley REAP funding has made technical assistance available free to jurisdictions for planning, temporary staffing or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production. Jurisdictions can request technical assistance via a web site portal: <http://sjvcogs.org/reap/reap-technical-assistance/>. Agencies with questions can contact Michael Sigala at michael@sigalainc.com.

RECOMMENDATION:

Information item only. No action needed at this time.

ATTACHMENTS:

Attachment A - REAP MOU Amendment #1 and Funding Table

AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING
SAN JOAQUIN VALLEY REGIONAL EARLY ACTION PLANNING COMMITTEE
FOR HOUSING

This Amendment to Agreement (hereinafter "Amendment No. 1 to MOU") amends that certain agreement (hereinafter "MOU") entered into November 19, 2020, 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. The Members have decided to amend the distribution of the proceeds of the Initial Grant (defined in the November 19, 2020 MOU).
- B. The revised distribution is attached hereto and incorporated herein by reference as Exhibit B-1, which the Members intend to replace Exhibit B under the November 19, 2020 MOU.

///

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AGREEMENT

In consideration for their mutual promises, the Members agree as follows:

1. Section 1, Allocation of Initial Grant of the November 19, 2020 MOU shall be deleted in its entirety and replaced with the following:
 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 \$4,475,000 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-1, "Phase I" in proportion to each Member's relative population using California Department of Finance population estimates updated as of January 2020.
 - c. FCOG shall distribute and additional \$1,000,000 of the Initial Grant directly to each of the Members, on the basis of \$125,000 each as more particularly described in Exhibit B-1, "Phase II."
2. It is the intent of the parties this Amendment No. 1 to MOU shall become effective July 1, 2021 ("**Effective Date**").
3. Unless expressly modified by the terms of this Amendment No. 1 to MOU, all other terms of the November 19, 2020 MOU remain in full force and effect.

4. Each Member represents and warrants that the individual signing this Amendment No. 1 to MOU is duly authorized to do so and their signature on this Amendment No. 1 to MOU legally binds that Member to the terms of this Amendment No. 1 to MOU.
5. This MOU may be signed in counterparts, each of which is an original, and all of which together constitute this MOU. #

[Signature pages follow.]

San Joaquin Valley REAP Summary Funding Table

----- Initial Funding ----->

	Phase I (1st app)				Phase II (2nd app)			Phase III (3rd app)	Summary		
	Original for RHNA	Sub Alloc Cities\County	Additional RHNA (a)	Total Phase I	Valleywide Planning	Supplemental RHNA (b)	Total Phase II	Sub Alloc Cities\County	Funds Dedicated to REAP	Funds Dedicated to RHNA	Total HCD Program
FCOG	187,989	762,257	164,491	1,114,738	4,475,000	125,000		2,057,660	7,294,918	477,480	7,772,398
Kern	168,871	684,737	147,762	1,001,370		125,000		1,848,399	2,533,136	441,633	2,974,769
Kings	28,492	115,527	24,930	168,949		125,000		311,858	427,386	178,422	605,808
Madera	29,155	118,219	25,511	172,886		125,000		319,124	437,344	179,666	617,010
Merced	52,345	212,248	45,802	310,395		125,000		572,948	785,196	223,147	1,008,343
San Joaquin	142,517	577,877	124,703	845,097		125,000		1,559,939	2,137,817	392,220	2,530,037
Stanislaus	102,407	415,238	89,606	607,250		125,000		1,120,905	1,536,143	317,013	1,853,156
Tulare	88,223	357,727	77,195	523,145		125,000		965,658	1,323,384	290,419	1,613,803
Total	800,000	3,243,831	700,000	4,743,831	4,475,000	1,000,000	5,475,000	8,756,492	16,475,323	2,500,000	18,975,323
Percentage	17%	68%	15%	100%	82%	18%	100%	100%	87%	13%	100%

Significant Local
Agency Involvement
in REAP process

Proposed future
funding, subject to
change by HCD

Notes: (a) Sum of Valleywide Tech Assist, Admin and Housing Report that was in the 1st app and subsequently moved to the 2nd app.
(b) \$1M transferred from Valleywide to regional planning agencies for RHNA planning. Also can be used for admin and project staffing/management.

Phase II (2nd app) Valleywide Budget	
Supplemental RHNA	1,000,000
Comprehensive Housing Report	500,000
Housing Report Policy Implem.	1,000,000
Household Travel Survey	500,000
Consultant Bench	1,500,000
Outreach, Marketing	250,000
Fresno COG Admin	300,000
Housing Program Manager	314,200
Reserve/Contingencies	110,800
	5,475,000

AGENDA ITEM VIII-A

August 16, 2021

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 the Politico Group.

DISCUSSION:

The successful awarding of a federal grant for the Commercial Interchange on SR 99 was the capstone achievement of legislative efforts in 2020. TCAG is analyzing our legislative platform for opportunities and strategies to build our state and federal partnerships and find solutions to our needs. TCAG will be involved in any discussions regarding a federal transportation bill and continue to seek policies and funding that is favorable to our projects, especially those serving disadvantaged communities.

Tentative One Voice trips include:

Summer 2021 – Online Meetings in Washington D.C. and Sacramento as needed

Fall 2021 – San Joaquin Valley Policy Council Virtual trip to Washington D.C.

Spring 2022 – Tentative Plans for a TCAG trip to Washington D.C.

ATTACHMENT(S):

None

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Tulare County Association of Governments

AGENDA ITEM VIII-F

August 16, 2021

Prepared by Ted Smalley, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Appointment of Member-At-Large for Position No. 2

BACKGROUND:

The Tulare County Association of Governments (TCAG) Board is made up of eight city representatives, the five individual Tulare County Board of Supervisors, one public transit provider representative, and three At-large Members. The three At-Large Members and their Alternates are appointed by a majority vote of the 8 city representatives and 5 Tulare County Supervisors present at a TCAG Board meeting.

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

DISCUSSION:

Walter Stammer, Jr. served as the Member-at-Large for At-Large position #2. However, he resigned and vacated the At-Large position #2 seat on June 14, 2021. At this time, TCAG has vacancies for both the Member and Alternate for At-Large position No. 2, to fill the remainder of the original three-year term. The vacant positions notice was posted to the TCAG website on June 16, 2021.

Two applications were received and have been provided as attachments to this staff report. Certain information has been redacted from the attachments for the purposes of this report.

The following individuals submitted applications:

Julie Allen

Viki Riddle

<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	Vacant/Vacant
December 31, 2020	#3	Pamela K. Whitmire/Julie Allen

Julie Allen currently serves as an Alternate for Member-at-Large position #3, and if not selected as the Member-at-Large for position #2, will continue to serve as the Alternate for position #3.

RECOMMENDATION:

Review the application and appoint one of the two applicants to the Member-at-large and Alternate Member-at-large positions on the TCAG Board.

ATTACHMENT:

1. Resolution for Appointment of Member-At-Large for Position No. 2
2. Redacted Application for Appointment of Julie Allen
3. Redacted Application for Appointment of Viki Riddle

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

In the matter of:

APPOINTMENT OF MEMBER-AT-LARGE)
FOR POSITION NO. 2) Resolution No. 2021-XXX

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

WHEREAS, At-Large Board Member terms expire after a three-years. 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 31st, and thus an At-Large Member must be reappointed annually; and

WHEREAS, TCAG Member-At-Large and the Alternate Member-At-Large Position No. 3 terms will expire on December 31, 2023 and the member position has been vacated by Wanda Ishida upon resignation: and

WHEREAS, two applications were submitted for the positions by Julie Allen, and Viki Riddle.

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association approves the appointment of _____ as Member At-Large for Position No. 2 for the 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 20th day of August, 2021, by the following vote:

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Pete Vander Poel III
Chair, TCAG

Ted Smalley
Executive Director, TCAG

TULARE COUNTY BOARD OF SUPERVISORS

APPLICATION / INFORMATION FORM

List the Board/Commission you are interested in serving on

TCAG - Alternate Public Member

Name Julie Allen Address [Redacted]

Springville, CA 93265

Home Phone [Redacted] Business Phone [Redacted]

Indicate the Supervisorial District you live in 5

Indicate if you sit on any other Tulare County Boards, Committees, or Commissions

Tulare County LAFCo (Public Member, Act Public Member)
LAFCo representative to SCR/RIP process

List any other community involvement Sequoia Riverlands Trust (Sec, Bd of Dir);
Graham Osborn Ditch Co (President); Rotary Club of Porterville (past president);
AAUW-Porterville Branch (past president)

Employment Information Retired urban/wildland planner

Qualification Long professional experience & community involvement
in land use & resource planning at county & state (CALAFCo)
level. 30+ years land & resource integration - Sequoia National
Forest. Master of City Planning - UCSB

Reason for Applying I am a forward-looking, active participant in our
community and have been for 20+ years. I believe I will be an even-handed,
informed alternate public member of TCAG, able to contribute to
all that is on TCAG's plate. I believe our community works best when
it works across geographic and administrative boundaries.

Signature Julie B Allen

Date 3-2-21

Please return application to:
Clerk of the Board of Supervisors, Administration Building,
2800 W. Burrel, Visalia, CA 93291-4582.
(559) 636-5000 * FAX (559) 733-6898

TCAG APPLICATION FOR APPOINTMENT

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

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

NAME: Vicki Riddle

ADDRESS: [REDACTED], Exeter, CA 93221

TELEPHONE: [REDACTED]

E-MAIL ADDRESS: [REDACTED]@yahoo.com **Years of Residence in area:** 29

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

- Tulare County Youth Commissioner: Represented District 4, (Exeter/Farmersville) Supervisor Appointed 2017-Current. Provided reports from Exeter School District foster child and child homeless counts with intervention care offered. Evaluated all non-profit Tulare County Youth program applicants for awarding grant monies. Worked with a 7 member commissioner board.
- Exeter District Cemetery Trustee: Supervisor Appointed 2019-Current. Overseeing administrative decisions regarding staff, payroll, payables, incoming-outgoing finances, endowment monies, grounds maintenance, human resource/staff development.
- Exeter City Planning Commissioner: Appointed June 17th, 2021 for a 5 year term. Overseeing City Planning, land infilling, infrastructure, business/growth, building activity, commercial and residential development.

RELEVANT WORK/VOLUNTEER EXPERIENCE

- Exeter Community Service Guild Pink Ladies thrift shop: Sorted all incoming donations. All money collected benefited scholarships for Exeter Union High School.
- Exeter Woman's Club: President 2015-2018. The oldest benevolent club in Exeter. Current member. Money raised for high-school girl's scholarships. Money raised to donate to various charitable organizations.

STATEMENT OF QUALIFICATION

Serving in my own and surrounding communities has been part of my life for as long as I can remember. I have vast experience working with boards, city governments, and county governments, as well as members of the community in shared activities and goals. I'm a Masters prepared Registered Nurse with risk management and quality management experience keeping multi service family health clinics state regulatory compliant. I believe all of my experience in these areas will be of great value to the Tulare County Association of Governments Board.

Please briefly state why you are interesting in serving as an At-Large Member/Alternate on TCAG Board:

I desire this TCAG appointment to better serve my home town. That can be accomplished better by being informed in our county governmental activities. Being able to access all county government agencies and departments under one roof, so to speak, would be invaluable. It would be a huge blessing to be a liaison with the Exeter and District 4 positions in which I serve.

Vicki Riddle, RN, M.Ed.

[REDACTED], Exeter, CA 93221

[REDACTED]@yahoo.com

OBJECTIVE

Serving in my own and surrounding communities has been part of my life for as long as I can remember. I have vast experience working with boards, city governments, and county governments, as well as members of the community in shared activities and goals. I believe all of that experience will be beneficial to the Tulare County Association of Governments Board.

RECOMMENDATION & ENDORSEMENTS

“I enthusiastically recommend Vicki Riddle for Exeter City Council District D.”

Senator Shannon Grove, 16th State Senate District, March 25, 2021

Endorsed by: Devon Mathis, California State Assembly, 26th District, Former Exeter Mayor Robyn Stearns; Rosemary and Mark Hellwig, Exeter School Board; and Jack Stout, Legislative Correspondent for U.S. Congressman Devin Nunes, former EUHS graduate.

EDUCATION & CERTIFICATIONS

- East Central University, Ada, Oklahoma – Bachelor of Arts, Bachelor of Science, Masters in Education
- State of Oklahoma Teaching Credential – Masters in Education with a Vocational Tech Certificate.
- Registered Nurse, California Board of Registered Nursing, License Number 320714
(*License is current and in good standing with the California Board of Registered Nursing including required Live Scan.*)

PROFESSIONAL EXPERIENCE

Registered Nurse, Various Medical Facilities (1980-2010)

Worked as a critical care nurse, risk manager, and quality manager for Medicare-licensed and occupational health facilities for 30 years. Also worked as an instructor in Basic Cardiac Life Support (BCLS).

CIVIC EXPERIENCE

PASS Club (Parent Athletic Student Support)

Started EUHS Football Boosters Club in 2003

Pink Ladies: Exeter Community Service Guild

Volunteering weekly for 5 years

2018 Tulare County Youth Commissioner District 1 (2019-2024)

Reference: Tulare County Supervisor Kuyler Crocker [REDACTED]

Exeter Cemetery District Trustee (2019-2024)

Reference: Tulare County Supervisor Kuyler Crocker [REDACTED]

Exeter Woman's Club President 2014-15, again 2017-19

ADDITIONAL REFERENCES

- Reference: Devon Mathis, California Assemblyman, [REDACTED]
(Note: Personal cell. Prefers text following identifier)
- Reference: Tim Ward, County of Tulare District Attorney, Email: [REDACTED]@icloud.com
- Mark Hellwig, EUHS Board Member email: [REDACTED]@hellwigproducts.com

PERSONAL ACCOMPLISHMENTS & INTERESTS

- Exeter Union High School Volunteer (2002-present) – Yearly background and fingerprint maintained in good status
- Ballet/Rhythms Instructor, Mt. Lassen Family Camp (2016)
- Exeter Community Service Guild Volunteer (2015-present)
- Royal Academy of Ballet – Owner/operator of ballet studio throughout college/graduate school

Addendum: Recommendations for Viki Riddle

Tulare County Supervisor Larry Micari, District 1:

"I absolutely support Vicki Riddle for TCAG member at large. I have already started mentioning her."

Personal cell # [REDACTED]

Tulare County Supervisor Dennis Townsend, District 5:

"Vicki Riddle definitely has my support for TCAG member at large. I am so happy that she chose to apply for this position."

County office # [REDACTED]

Personal cell # [REDACTED]

"I enthusiastically endorse Vicki Riddle to the TCAG member at large position. I have worked with Vicki for many years and I am confident she will be a great asset to our cities and county government."

Ca. State Assemblyman Devon Mathis

Personal cell# [REDACTED]

California Department of Fair Employment and Housing
**Sexual Harassment and Abusive Conduct
Prevention Training Completion Certificate**

THIS CERTIFICATE IS A SELF-CERTIFICATION THAT

Vicki Riddle

HAS SUCCESSFULLY COMPLETED A TWO-HOUR COURSE IN
SEXUAL HARASSMENT AND ABUSIVE CONDUCT PREVENTION ON

7/14/2021



This certificate verifies completion of online training delivered by California Department of Fair Employment and Housing on sexual harassment and abusive conduct prevention training as required by Gov. Code 12950.1 and 2 CCR 11024. Please note that the Department of Fair Employment and Housing does not track or verify attendance at such training and does not retain copies of employee certificates.

Ethics Training for State Officials

Certificate of Completion

Date of Completion: 07/19/2021

Training Time: 02:22 hours

This course is offered by the Attorney General and the Fair Political Practices Commission to satisfy the ethics training requirement for state officials. (Government Code section 11146 et seq.)

Course completed with these optional components:

- 4.30(a). Section 1090 as Applied to Multi-Member Bodies
- 4.30(b). Section 1090: Remember These Points (Board Members)
- 4.40. Part F: Special Code of Ethics
- 4.41. Part G: Constitutional Ban on Income from Lobbyists and Lobbying Firms
- 5.24. Special Restrictions on Personal Loans
- 5.25. Free Transportation from Transportation Companies
- 5.26. Case Study: Transportation Defined
- 5.27. Free Transportation from Transportation Companies: Remember These Points
- 5.34. The Prohibition on Mass Mailings: General Rule
- 6.8. Part C: Holding Incompatible Offices
- 7.13. Part C: Open Meetings for State Boards and Commissions
- 7.14. Purpose of Open Meeting Laws
- 7.15. Case Study: Open Meetings and Electronic Devices
- 7.16. Case Study: Closed Session Discussion Creeps into Other Issues
- 7.17. The Public's Right to Participate in Meetings
- 7.18. Case Study: Handling Public Comment
- 7.18(b). Case Study Analysis
- 7.19. Consequences of Disregarding Open Government Laws
- 7.20. Best Practices

Vicki Riddle

Participant Name

Planning Commissioner

Agency Name

At the instruction of the employee, the ethics training administrator (ethicsfeedback@doj.ca.gov) sent the completion certificate directly to the employee's filing officer at Soneal@exetercityhall.com. (When a certificate is emailed in this manner, no employee signature is required.)

NOTE TO PARTICIPANT: If you are fulfilling your agency's ethics training requirement, make sure you are following your agency's required procedures. Your agency may also require you to review its incompatible activities statement or other conflict-of-interest laws specific to your agency. Please retain a copy of this certificate for five years.

AGENDA ITEM VIII-G

August 16, 2021

Prepared by Brideget Moore, TCAG Staff

SUBJECT:

Information: Vacancy of Alternate Member at Large Position No. 2

BACKGROUND:

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

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

DISCUSSION:

Alternate Member-At-Large Position No. 2 became vacant upon Pamela K. Whitmire's appointment to Member at Large Position No. 3 at the TCAG Board meeting held April 17, 2021.

Appointees would fill the remainder of the original three-year term set to expire December 31, 2022. The vacant positions notice was posted to the TCAG website on April 18, 2021, and June 15, 2021. TCAG will continue to solicit interest on the TCAG website and social media for the Member and Alternate Member At Large No.2 positions.

<u>YEAR TERM EXPIRES</u>	<u>POSITION NUMBER</u>	<u>APPOINTEE</u>
December 31, 2022	#2	Alternate Member At Large

RECOMMENDATION:

No action required at this time.

ATTACHMENT:

None

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AGENDA ITEM VIII-H

August 16, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Information: Regional Transit Coordination Update

BACKGROUND:

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

DISCUSSION:

As of July 1st, transit operations of Tulare Intermodal Express (TIME), Dinuba Transit, and Woodlake Dial-a-Ride were transferred to the TCRTA. There are a number of items to work through in the transfer, such as operator oversight, revenue collection and paying for expenses, centralizing rider information, etc. TCRTA has enlisted the part-time assistance of existing member agency staff to assist with these operations. Also on July 1st, the Fare Free 4 All program began for all riders on the TCRTA system.

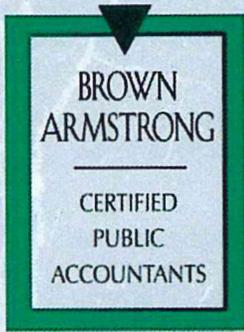
A number of other items are underway that TCAG staff will be assisting with as well, including the TCRTA Short Range Transit Plan, branding and marketing strategy, Zero-Emission Bus Rollout Plan, Title VI Program, Paratransit Plan, and more.

The TCRTA is also considering options for assisting the Tule River Tribe with their transit operations.

ATTACHMENT:

None

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BROWN ARMSTRONG

Certified Public Accountants

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE DURING PLANNING

To the Board of Directors
Tulare County Association of Governments
Visalia, California

We are engaged to audit the financial statements of the governmental activities and the major fund of Tulare County Association of Governments (the Association) for the year ended June 30, 2021. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibility under Auditing Standards Generally Accepted in the United States of America

As stated in our engagement letter dated August 2, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the RSI, which supplements the Association's basic financial statements, is to apply certain limited procedures in accordance with auditing standards generally accepted in the United States of America. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on RSI.

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of the Association's Proportionate Share of the Net Pension Liability
- 4) Schedule of the Association's Contributions
- 5) Notes to RSI

We have been engaged to report on supplementary information other than RSI that accompanies the Association's financial statements. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole:

- 1) Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - Overall Work Program - By Funding Source - General Fund
- 2) Schedule of Expenditures of Federal Awards and Notes to the Schedule
- 3) Schedule of Assets and Liabilities by Area of Apportionment
- 4) Schedules of Revenues and Expenditures by Area of Apportionment
- 5) Schedule of Allocations and Expenditures

**BAKERSFIELD OFFICE
(MAIN OFFICE)**
4200 TRUXTUN AVENUE
SUITE 300
BAKERSFIELD, CA 93309
TEL 661.324.4971
FAX 661.324.4997
EMAIL info@bacpas.com

FRESNO OFFICE
10 RIVER PARK PLACE EAST
SUITE 208
FRESNO, CA 93720
TEL 559.476.3592

STOCKTON OFFICE
1919 GRAND CANAL BLVD
SUITE C6
STOCKTON, CA 95207
TEL 888.565.1040

WWW.BACPAS.COM

REGISTERED with the Public Company
Accounting Oversight Board and
MEMBER of the American Institute of
Certified Public Accountants

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the Association and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately August 2, 2021, and to issue our report no later than December 31, 2021. We also expect to issue our reports for the TDA funds of up to nine member agencies no later than December 31, 2021, unless we are unable to as a result of the member agencies not issuing their final audited financial statements. Rosalva Flores is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

A handwritten signature in cursive script that reads "Brown Armstrong Accountancy Corporation". The signature is written in black ink and is positioned below the printed name of the firm.

Bakersfield, California
August 2, 2021