

Tulare County Association of Governments	Date: Monday, June 28, 2021 Time: 1:00 p.m. Place: Tulare County Human Resources & Development 2500 W. Burrel Avenue Visalia, CA 93291
Technical Advisory Committee	Date: Thursday, June 24, 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-29-20 (March 17, 2020), available at https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.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.

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 Additional Transportation Development Act (TDA) Claims for Fiscal Year 2020/21 (Pages 1-4)
- B. Information: Update on Timing and Funding Implications of the Federal SAFE Vehicles Regulation (Pages 5-6)
- C. Information: Senate Bill 1 (SB 1) Competitive Programs Update (Pages 7-8)

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

- A. Action: Adoption of Resolution: Approve: 2020/2021 Unmet Transit Needs Findings (Pages 9-24)
- B. Action: Adoption of Resolution: Adopt 2021 TCAG Public Transportation Safety Targets (Pages 25-28)
- C. Information: Draft 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 5, Draft 2018 RTP Amendment No. 2, and 2021 Conformity Analysis (Pages 29-30)
- D. Public Hearing: Draft 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 5, Draft 2018 RTP Amendment No. 2, and 2021 Conformity Analysis (No Page)
- E. Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update (Pages 31-32)
- F. Information: Implementation Status of Federally Funded Projects (Pages 33-34)
- G. Information: Caltrans Monthly Report (No Page)

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

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

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

VII. ASSOCIATION CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

- A. Action: Minutes of May 17, 2021 TCAG Board Meeting (Pages 35-40)
- B. Action: Minutes of May 13, 2021 Technical Advisory Committee Meeting (Pages 41-44)
- 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) (Pages 45-52)
- D. Action: Adoption of Resolution: Approval of Amendment No. 2 to the Fiscal Year 2021/2022 Overall Work Plan (OWP) (Pages 53-60)
- E. Action: Adoption of Resolution: Reaffirm Agreement with Brown Armstrong Accountancy Corporation for Audit Consultant Selection (Pages 61-72)
- F. Action: Adoption of Resolution: Reaffirm Agreement with Moore & Associates for City of Visalia Short Range Transit Plan (S RTP) (Pages 73-106)
- G. Action: Adoption of Resolution: Renew Agreement with SBLB, LLC for On-Call Transit Services (Pages 107-110)
- H. Action: Adoption of Resolution: Approve Amendment to Contract with Politico Group for a State Lobbying Services Website (Pages 111-114)

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

- A. Information: Legislative Update (Pages 115-116)
- 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: Authorize Participation in Grant Applications to Support Cross Valley Corridor and San Joaquin Joint Powers Authority (SJJPA) Regional Transportation Investments (Pages 117-120)
- G. Action: Adoption of Resolution: Consultant Selection for City of Farmersville Complete Streets and Multimodal Access Study (Pages 121-122)
- H. Information: Vacancy of Member at Large Position No. 2 (Pages 123-124)
- I. Information: Regional Transit Coordination Update (Pages 125-126)

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 (Pages 127-130)

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
 - 2. Other Items: Outreach Update- Brideget Moore
- 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

XII. ADJOURN

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, August 19, 2021 at 1:00 p.m.** at the **Tulare County Board of Supervisors, 2800 W. Burrell Avenue, Visalia, CA 93291**. The Technical Advisory Committee (TAC) will meet on **Thursday, August 15, 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
Phil Cox	City of Visalia	Brian Poochigian
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

Office Address

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

TCRTA STAFF

Richard Tree, Executive Director – TCRTA

Tulare County Association of Governments

AGENDA ITEM IV-A

June 28, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

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

BACKGROUND:

The Transportation Development Act (TDA) was passed in 1971 and provides transit funding for local agencies from two sources. The Local Transportation Fund (LTF) is derived through a ¼ cent of general sales tax collected statewide. The State Transit Assistance (STA) Fund is derived from a statewide sales tax on gasoline and diesel fuels and augmented by funds received via SB 1. TCAG approves the apportionments, accounting for transfer agreements between agencies, for transit services for each fiscal year. TCAG reviews the claims and instructs the County Auditor on the payment of funds to each respective agency. Many requirements exist for approving claims, including items such as budget information and farebox recovery ratios, to vehicle safety inspection reports and compliance with fiscal and performance audits.

It should be noted that STA funds are allocated annually by the State Controller, and LTF funds are a result of sales tax revenues; the available amount of TDA funding available for 2020/21 is an estimate. Claim amounts in excess of actual receipts will not be paid out; conversely, excess revenues can be claimed via a claim amendment or in the following fiscal year.

DISCUSSION:

This year, the initial Local Transportation Fund (LTF) estimate was significantly lower than actual receipts. Staff provided the 2020/21 account balances to member agencies on June 2, 2021 for consideration; these additional funds can be claimed for streets and roads projects. If not claimed, the funds are not lost – they will remain in each agency's account for use next year.

Claims for additional LTF funds were received as follows:

City of Dinuba	City of Lindsay	City of Woodlake
\$180,239.22	\$144,599.52	\$97,573.77
City of Exeter	City of Tulare	County of Tulare
\$149,977.76	\$477,593.29	\$2,250,153.00
City of Farmersville	City of Visalia	
\$158,275.40	\$1,458,911.29	

RECOMMENDATION:

Approve the additional LTF claims for agencies as presented.

ATTACHMENT:

Resolution of Approval of Additional 2020/2021 Transportation Development Act (TDA) Claims for the Cities of Dinuba, Exeter, Farmersville, Lindsay, Tulare, Visalia, Woodlake, and the County of Tulare.

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

In the matter of:

APPROVAL OF ADDITIONAL 2020/21)	
LOCAL TRANSPORTATION FUND (LTF))	
CLAIMS FOR CITIES OF DINUBA, EXETER,	)	Resolution No. 2021-xxx
FARMERSVILLE, LINDSAY, TULARE,)	
VISALIA, WOODLAKE, AND COUNTY)	
OF TULARE)	

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

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

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

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

WHEREAS, LTF receipts were significantly higher in 2020/21 than originally estimated; and

WHEREAS, the following claims for LTF Streets and Roads have been submitted:

- a) City of Dinuba: \$180,239.22
- b) City of Exeter: \$149,977.76
- c) City of Farmersville: \$158,275.40
- d) City of Lindsay: \$144,599.52
- e) City of Tulare: \$477,593.29
- f) City of Visalia: \$1,458,911.29
- g) City of Woodlake: \$97,573.77, and
- h) County of Tulare: \$2,250,153.00; and

WHEREAS, claim amounts submitted do not exceed the available funds; and

WHEREAS, TCAG staff has reviewed all claims and found them to be in order and compliant with the Transportation Development Act.

NOW, THEREFORE, BE IT RESOLVED that the Additional 2020/21 Transportation Development Act (TDA) claims are approved, and funds shall be allocated as described above.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 28th day of June, 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

AGENDA ITEM IV-B

June 28, 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.

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:

Changes from last month's update are minor.

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 is essentially considering the withdrawal of the SAFE Vehicle Rule, Part 1. EPA held a virtual public hearing on the reconsideration on June 2, 2021. Public comment will continue to be accepted until mid-July.

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.

There has also been progress on review of the model itself. ARB recently adopted adjustments to NOx emissions factors that could help valley regions meet conformity. There is also discussion with EPA about database adjustments within the model. As a longer-term solution, the valley MPOs began testing conformity results using EMFAC 2021 in May. Initially, it appears most of the valley MPOs do not pass at least one criteria. However, the range of issues differ substantially of EMFAC 2014. Our consultants say that a number of adjustments and strategies remain to be implemented that could resolve most, if not all, of the valley issues with EMFAC 2021.

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.

ATTACHMENT(S):

None

AGENDA ITEM IV-C

June 28, 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:

TCAG staff participated in the discussions leading up to the adoption of the 2020 Local Partnership Program, 2020 Trade Corridor Enhancement Program, and 2021 Active Transportation Program Guidelines. Draft guidelines for each of the programs were presented to the California Transportation Program (CTC) on January 29, 2020. The final guidelines were adopted by the CTC on March 25, 2020. Information regarding funding caps, programming cycles, grant submittal deadlines, and other pertinent issues are shown in the table below:

Funding Program	Minimum and Maximum Funding Request	Programming Cycle	Other Information
Local Partnership Program	Minimum: \$2,000,000 Maximum: \$25,000,000	2020/21 2021/22 2022/23	<i>Competitive Program:</i> On November 12, 2020, TCAG was awarded \$9 million in LPP Competitive Program funds for the Commercial Avenue Interchange Project. <i>Formulaic Program:</i> update regarding allocation of rw at June meeting.
2022 Trade Corridor Enhancement Program	Minimum and maximum funding request amounts for the 2022 TCEP program have not yet been determined.		The CTC is currently hosting workshops to review and discuss various TCEP programming targeting methodologies proposed for the 2022 TCEP program. More workshops are planned to discuss the proposed guidelines. Staff will continue to monitor future developments and report back as more information becomes available.

2021 Active Transportation Program	There are no minimum or maximum funding limitations for the Active Transportation Program. The program is divided into three funding components – the Statewide, Small Urban and Rural, and MPO Components. TCAG agencies are eligible to compete for ATP funding under the Statewide and MPO Components.	2021/22 2022/23 2023/24 2024/25	<p>The CTC will be considering approval of TCAG's MPO Component funding recommendations at their June meeting.</p> <p>As of the preparation of this agenda item, the outcome of the ATP augmentation proposal, which would provide State budget surplus funds to the ATP program, was unknown. Staff will continue to monitor this item and will provide updates when they are available.</p>
------------------------------------	---	--	---

RECOMMENDATION:

Information item only. No action needed at this time.

ATTACHMENTS:

None

AGENDA ITEM V-A

June 28, 2021

Prepared by Giancarlo Bruno, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approve the 2020/21 Unmet Transit Needs Findings

BACKGROUND:

The Transportation Development Act of 1971 (TDA) requires the local Regional Transportation Planning Agency (RTPA) to identify the unmet transit needs within its jurisdiction and those needs that are reasonable to meet. As part of this process the RTPA is required to 1) conduct at least one public hearing each year to solicit comments from the public regarding the unmet transit needs that may exist in the County, and 2) present all unmet needs requests to the Social Services Transportation Advisory Council (SSTAC) for consideration and to make recommendations on requests that may be reasonable to meet.

Public hearings on unmet transit needs are conducted every March. Comments received are brought before the SSTAC for review, which makes recommendations as to which comments constitute unmet transit needs that are reasonable to meet. These are presented to the TCAG Board for adoption each year, along with additional information from TCAG staff as needed. Adopted unmet needs findings are submitted to the Department of Transportation (Caltrans) by August 1st. Findings of unmet needs reasonable to meet must be satisfied by transit agencies during the upcoming fiscal as a precondition to any Local Transportation Funds (LTF) being utilized for streets and roads.

DISCUSSION:

Outreach and Comments

TCAG conducted two public hearings to solicit comments on potential unmet transit needs in Tulare County, as required by law. On March 15, 2021, a hearing was conducted in Visalia and via teleconference at 1:00 p.m. and a second hearing was conducted exclusively via teleconference at 5:30 pm. These were promoted through direct mailings to stakeholder organizations and local public agencies and print advertisements in transit vehicles and public buildings. In addition to the hearings, members of the public were able to submit comments through online surveys circulated on Facebook and Instagram, preaddressed postcards with postage paid, and directly by email.

A total of 41 comments was received, the vast majority of which were either submitted through the online survey or posted directly in response to TCAG posts promoting unmet transit needs. Comments were received in both English and Spanish.

Review Process

The complete list of unmet transit needs requests, together with transit providers' responses, was presented to the Social Services Transportation Advisory Council (SSTAC). Each comment will be found as either 1) *an Unmet Need That is Reasonable to Meet*, 2) *an Unmet Need That is Not Reasonable to Meet*, or 3) *Not an Unmet Need*.

The provider responses, TCAG comments, if any, and SSTAC recommendations for all requests are included as Attachment 2 to this staff report.

It is the responsibility of the TCAG Board to determine which public transportation needs within Tulare County are reasonable to meet in the upcoming fiscal year prior to approving claims of Local Transportation Funds for streets and roads purposes.

Unmet Needs

This year the SSTAC found six (6) requests that are unmet transit needs reasonable to meet. If approved by the TCAG Board per these recommendations, these unmet transit needs will be addressed as follows:

1. Tulare County Area Transit (TCaT) will apply to Caltrans for encroachment permits to install bus shelters on Road 160 at Heather Ave and Ave 328 in Ivanhoe, and in front of Visalia Adult School on E. Houston Ave (SR 216). Shelters will be installed once proper permits are secured.
2. TCaT will add existing Visalia Transit stop at Vine St & Dinuba Blvd. to its Route 10 service.
3. The City of Tulare will add transit service to N. Hillman St. between Prosperity and Cartmill avenues.
4. The City of Tulare will issue, and the City of Visalia will accept, one (1) free transfer to ticketholders on Route 11X.
5. Transit providers will provide stop announcements, from the PA system or automated voice annunciators, at transfer points, major intersections and destination points, and any requested stop.
6. A regional day pass will be developed for use on all standard fixed route buses.

There were a few other items of note that were not recommended as Unmet Needs Reasonable to Meet per the TDA. These dealt with fare collection, service changes made by Visalia Transit in January 2020, and recommendations that service to Bakersfield be further evaluated.

Two (2) comments were received requesting e-ticketing, and/or the ability to make cashless payments when boarding the bus. Local transit agencies are currently pursuing the adoption of new fare technology across the county transit fleet that would help to fulfill these requests, but it is unlikely that this can be deployed fully before the end of the fiscal year.

Four (4) comments were received requesting the restoration of Visalia Transit Route 7 to its former configuration, and two (2) comments requested that the former Route 8 be restored. Most of these cited increased travel times but one comment requested restoration of Route 8 service to N Ben Maddox Way between St John's Parkway and Houston Avenue, which is not currently served by any fixed route transit. Visalia Transit has committed to evaluating Routes 7 and 8 in its upcoming 2022 Short Range Transit Plan, The Council recommended that any comments received concerning these routes during next year's unmet transit needs cycle be considered as unmet transit needs reasonable to meet.

RECOMMENDATION:

Adopt a resolution approving the 2020/21 Unmet Transit Needs findings for Tulare County.

FISCAL IMPACT:

There is no fiscal impact to TCAG. Failing to adopt the 2020/21 Unmet Transit Needs findings for Tulare County would ultimately delay disbursement of TDA funds to transit agencies and/or disallow agencies to use LTF funds for streets and roads.

ATTACHMENTS:

1. Resolution: Adopting Findings for Unmet Transit Needs in Tulare County for Fiscal Year 2020/21
2. 2020/21 Unmet Transit Needs Comments

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

In the matter of:

ADOPTING FINDINGS FOR UNMET)	
TRANSIT NEEDS IN TULARE COUNTY FOR	)	Resolution No. 2021-xxx
FISCAL YEAR 2020/21)	

WHEREAS, the Tulare County Association of Governments (TCAG), acting as the Regional Transportation Planning Agency, is responsible for determining which, if any, unmet transit needs exist in Tulare County; and

WHEREAS, on August 17, 2020, TCAG adopted definitions of “unmet transit needs” and “reasonable to meet,” which are hereby made a part of this Resolution by reference; and

WHEREAS, TCAG held public hearings on March 15, 2021 in Visalia and via remote teleconference, for the purpose of gathering unmet transit needs in Tulare County; and

WHEREAS, opportunity for public testimony was provided at said hearings concerning transit needs for areas throughout Tulare County pursuant to P.U.C. Section 99238.5 for the purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction of Tulare County; and

WHEREAS, additional testimony was received by TCAG staff either in writing via U.S. mail, electronic mail (e-mail), other forms of media, or verbally by telephone; and

WHEREAS, all said testimony has been reviewed by the Social Service Transportation Advisory Council (SSTAC); and

WHEREAS, the SSTAC has recommended 6 findings of an unmet need reasonable to meet to the TCAG Board of Governors pursuant to P.U.C. Section 99238; and

WHEREAS, the Board has reviewed the unmet needs findings by SSTAC and concurs with the finding of 6 unmet transit needs reasonable to meet; and

WHEREAS, the TCAG Board, through the unmet needs process, has complied with Section 99401.5(b) of the Public Utilities Code, Division 10, Part 11.

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of Governments, the Regional Transportation Planning Agency for Tulare County, finds, pursuant to Section 99401.5(d) of the Public Utilities Code, Article 8, that there are 6 unmet transit needs reasonable to meet within the jurisdiction of this agency:

1. The County of Tulare will apply to the California Department of Transportation (Caltrans) for encroachment permits to install bus shelters along Road 160 at Heather Ave. and Ave. 328. The County and the City of Visalia will also work with Caltrans to secure encroachment permits for a shelter on E. Houston Ave (SR 216) near Visalia Adult School.

2. The County of Tulare will add the existing Visalia Transit stop at W. Vine Ave and N. Dinuba Blvd to its Route 10 service.
3. The City of Tulare will add fixed route transit service to N. Hillman St. between Prosperity and Cartmill avenues.
4. The City of Tulare will issue, and the City of Visalia will accept, one (1) free transfer to ticketholders on Route 11X.
5. Transit providers will provide stop announcements, from the PA system or automated voice annunciators, at transfer points, major intersections and destination points, and any requested stop.
6. A regional day pass will be issued, and accepted by, all transit agencies based in Tulare County.

The foregoing Resolution was adopted upon the motion of Member _____, seconded by Member _____, at a regular meeting on the 28th day of June 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

This page intentionally left blank.

DRAFT 2020/21 Unmet Needs Comments					
Number/Contact Info	Public Comments Received	Transit Provider Response	TCAG Staff Comments/Rec	SSTAC Recommendation	Source
Tulare County Area Transit (TCaT)					
TC-1	Jesús Barralás (S/C?) P.O. Box 281 Earlmar, CA 93219 661-778-2848	Thank you for your comment. TCaT strives to provide excellent service to all of its clients and will address these comments with our operator. These are operational issues and NOT an unmet transit need.	Not an unmet transit need.	Not an unmet transit need.	Comment Card 7367. Rec'd 4/2020.
TC-2	Darold Hoppen P.O. Box 529 Three Rivers, CA 93372 559-679-4626	Thank you for your comment. Without a more specific request, this is NOT an unmet transit need reasonable to meet.	Unmet transit need not reasonable to meet.	Unmet transit need not reasonable to meet.	Survey/Monkey submission 2-17-21.
TC-3	Brenda M. Farias 16041 Heather Ave. Ivanhoe, CA 93235 559-563-1208	Thank you for your comment. TCaT strives to provide excellent service to all of its clients. Each request will be addressed in turn: 1) Rd 160 and Heather Ave - At this time, the identified location does not appear adequate to place an ADA-compliant bus shelter. TCaT staff will work with the Tulare County Resource Management Agency to include a bus shelter in this area as part of the forthcoming Road 160 Sidewalk Improvement Project. 2) The current stop location at Guadalupe Market is not adequate for an ADA-compliant bus shelter. A location approximately 150 ft to the south has been identified as a potential location, which is along State right-of-way. Staff will prepare a design and apply for an encroachment permit with Caltrans and install a shelter if approved. 3) E Houston Ave btwn Lovers Ln & McAuliff St/Visalia Adult School - A bus shelter will be placed near the current stop. This is an unmet need reasonable to meet.	Concur with TCaT response.	Unmet transit needs reasonable to meet. TCaT shall undertake planning activities proposed for items 1-3.	Survey/Monkey submission 2-18-21.
TC-4	Jeanette McDonald P.O. Box 129 Three Rivers, CA 93271 jeanettemcdonald999@gmail.com	Thank you for your comment. This response is limited to your requests for TCaT and does not include Woodlake Dial-A-Ride, which is not operated by TCaT. 1) TCaT currently offers service on Route 30 seven days per week, including service to Three Rivers departing Visalia Transit 4 times a day for weekdays and 2 departures on weekends. Current weekend ridership level typically average approximately 8 or fewer riders per trip during weekends on Route 30 and do not justify additional weekend trips. TCaT recommends that this is NOT an unmet transit need reasonable to meet. 2) TCaT is currently working with other transit providers in the County to deploy a new regional fare system. This is NOT an unmet transit need reasonable to meet, however staff are working hard to provide this to improve the rider experience.	Not an unmet transit need.	An unmet transit need not reasonable to meet.	Survey/Monkey submission 2-22-21.

TC-5	EJ Byus	More buses running on the weekends; the Visalia to Dinuba route. I know some people who got to the mall and other places to buy things and the weekend is the only time they can go to Visalia	Thanks you for your comment. TCaT Route 10 with service from Visalia to Dinuba runs from 9:20 AM to 5:47 PM on Saturdays. Current ridership levels on Route 10 do not justify additional weekend runs. This is NOT an unmet transit need reasonable to meet.	Unmet transit need that is not reasonable to meet.	Unmet transit need that is not reasonable to meet.	Via Facebook.
TC-6	Nelson Medina	3 buses every hour....Because some already like the convenience of the hourly time slots. (Follow up comment) Dinbua bus from Visalia thank you TCAG	Thank you for your comment. At this time, TCaT does not have enough resources to provide three buses each hour along Route 10 and current ridership does not indicate adequate demand for three buses each hour along Route 10. This is NOT an unmet transit need reasonable to meet.	Unmet transit need not reasonable to meet.	Unmet transit need not reasonable to meet.	Via Facebook.
TC-7	Jennifer Garcia	"By traveling to Bakersfield to Visalia and Visalia to Bakersfield"	Thank you for comment. Bakersfield is not within the jurisdiction of Tulare County. Further, connections are available to provide service from Visalia to Bakersfield. Kern Regional Transit offers connections from Delano to Bakersfield, Monday through Friday 5:50 am to 7:25 pm Saturday and Sunday service from 8:47 am to 5:57 pm. Service from Tulare Transit Center to Delano is provided by TCaT Route 20 seven days a week. Multiple connection options exist between the Tulare Transit Center and the City of Visalia. This is NOT an unmet transit need reasonable to meet.	Unmet transit need that is not reasonable to meet.	Unmet transit need that is not reasonable to meet. Info only: Flix Bus introducing Fresno to Visalia, Bakersfield, LA service.	Via Facebook.
TC-8	Pedro Carrillo 37595 Rd 140 Yettiem, CA 93670 carr82388@gmail.com 559-521-5225	I would like to see more dial a ride times available in my area as well as being able to call the day of for reservations.	Thank you for your comment. TCaT strives to provide excellent service to all of its clients. TCaT provides Dial-a-Ride reservations up to the day before service is requested. Same day reservations may be available if the schedule permits. Current ridership levels on North County Dial-a-Ride are very limited and do not justify additional service hours. This is NOT an unmet need reasonable to meet.	Unmet transit need not reasonable to meet.	An unmet transit need not reasonable to meet.	SurveyMonkey submission 3/1/2021.
TC-9	Graciela Garcia	I would like for there to be transportation from Porterville to Bakersfield, even if it is once a week. Please. (Me gustaria que hubiera trasptacion de Porterville a Bakersfield, aunque sea una vez por semana. Por favor)	Thank you for comment. Bakersfield is not within the jurisdiction of Tulare County. Further, connections are available to provide service from Porterville to Bakersfield. Kern Regional Transit offers connections from Delano to Bakersfield, Monday through Friday 5:50 am to 7:25 pm and Saturday and Sunday service from 8:47 am to 5:57 pm. Connections are available from Porterville to Delano via TCaT Routes 40 & 20, with service seven days a week. This is NOT an unmet transit need reasonable to meet.	Not an unmet transit need. While not convenient, it is possible to travel to Bakersfield indirectly. TCAG recommends further evaluation of connections to Bakersfield.	Unmet need not reasonable to meet.	Via Facebook.
TC-10	Maria Gonzalez	Why don't you put a bus to the Flea Market in Visalia on Sundays and Thursdays? I think that it would be used, and it would serve the people that do not have a car.	Thank you for your comment. Service is currently provided by Visalia Transit Route 9 along Noble Ave, with stops located approximately 0.5 miles away by walking. This is NOT an unmet need reasonable to meet.	Request response from agency for review.	(Move to Visalia) Visalia Transit will investigate feasibility.	Via Facebook.
TC-11	Eva 363 Danielle Way, APT G Woodlake, CA 93286 floresmeva3089@gmail.com 559-769-3328	I'm a resident of Woodlake CA and I ride the bus to Visalia and 3 Rivers. I'm a busy mom and I would like for the schedules to be a bit different for route 30, for example the times for 3 rivers should be the same as the times to go to Visalia or come to Woodlake, is more convenient for lots of people that work or run errands. Weekends and week days should be the same schedule. It would be amazing if the schedule was from 6am to 9pm or so instead of having short schedule on weekends, sometimes I work weekends in Visalia and it is hard for me to find rides because in the morning I start at 8am and I'm off at 6-7pm so there's no more buses. Another thing that can help is if TCaT can have an all day pass. I know we can use the monthly pass but sometimes we just need it for one day! I'm not sure if TCaT is the same company that manages the city bus (dial a ride) here in Woodlake, but if it is we can also use extended hours and maybe have 2 buses instead of one and also have an all day pass! Thank you for helping out our community!	Thank you for your comment. This response is limited to your requests for TCaT and does not include Woodlake Dial-A-Ride, which is not operated by TCaT. 1) TCaT currently offers service on Route 30 seven days per week, including service to Three Rivers departing Visalia Transit 4 times a day for weekdays and 2 departures on weekends. Current weekend ridership level typically average approximately 8 or fewer riders per trip during weekends on Route 30 and do not justify additional weekend trips. TCaT recommends that this is NOT an unmet transit need reasonable to meet. 2) TCaT is currently working with other transit providers in the County to deploy a new regional fare system. This is NOT an unmet transit need reasonable to meet, however staff are working hard to provide this to improve the rider experience.	Request 1: additional weekend hours. Unmet need not reasonable to meet. Request 2: day pass. Unmet need reasonable to meet. TCAG recommends establishing a day pass for all agencies.	Request for more Three Rivers service not reasonable to meet. Day pass request is an unmet transit need reasonable to meet.	SurveyMonkey submission. March 4, 2021.

TC-12	Peter Sodhy 42490 Kaweah River Drive Three Rivers, CA 93271 psodhy@threeriversbedandbrea kfast.com 559-561-4270	Convenient bus transit from Three Rivers to Visalia, Exeter, Porterville, Tulare.	Thank you for your comment. TCaT currently offers service on Routes 30 seven days per week, including service to Three Rivers. Connections are available between Route 30 and various Visalia Transit routes with services to Exeter and Tulare, as well as to TCaT Route 40 with service to Porterville. Without a more specific request, this is NOT an unmet transit need reasonable to meet.	Not an unmet transit need.	Not an unmet transit need.	SurveyMonkey submission. March 8, 2021.
TC-13	Ronnie Sanders	For the Route 10 to Dinuba, please open the bathrooms.	Thank you for your comment. Bathrooms are typically available at the Visalia Transit Center and Dinuba Transit Centers along Route 10, however access may be limited or unavailable due to the COVID-19 pandemic. This is NOT an unmet transit need reasonable to meet.	Not an unmet transit need.	Not an unmet transit need.	Via Facebook, 3/9/21.
TC-14	Brenda M. Farias 16041 Heather Ave. Ivanhoe, CA 93235 559-563-1208	Need a short bus route to County Tulare of Human & Health Agency located 1845 N. Dinuba Blvd Visalia, CA 93291. Bus route for E. Houston Ave to transit.	Thank you for your comment. Service to this location is currently available via Visalia Transit Route 7, however Route 10 does not have any nearby stops currently. TCaT will add an additional stop on Route 10 in both directions near the intersection of Dinuba Blvd and Vine Ave, which is located approximately 1/4-mile from the County facility. This is an unmet transit need reasonable to meet.	Unmet transit need reasonable to meet.	Unmet transit need reasonable to meet. (TCaT adding stop at Vine & Dinuba Blvd, already used by Visalia)	SurveyMonkey submission. 3/10/21.
TC-15	Teri Martin Ivanhoe, CA	I live in Ivanhoe. Unable to use my walker to walk the distance to the bus stop. Public transportation no longer feasible for me. I have a friend in Patterson tract who can no longer use the bus, either, due to scheduling changes	Thank you for your comments. TCaT strives to provide excellent service to all of its clients. TCaT offers blended paratransit services to our ADA-eligible passengers, which may include pickups or drop offs within 3/4-mile of existing fixed route services, including Route 30 through Ivanhoe. Services to Patterson Tract are also available through the County's North County Dial-A-Ride, which is open to the general public. This is NOT an unmet transit need reasonable to meet.	Not an unmet transit need. Commenter was notified of ability to request fixed route deviation of up to 3/4 mile if ADA certified.	Not an unmet transit need.	Facebook.
TC-16	Donna Morse 36538 Bowhay Traver, CA 93673 dmorsetvr@gmail.com 559-469-4546	Need to be able to get from Traver to Visalia without having to go to dinuba,cutler,orosi before getting there. Literally even a connection from Traver to Goshen would be better!	Thank you for your comment. Connections between Traver and the City of Visalia are currently available via TCaT Routes 10 and 50. Currently, Route 50 with service to Traver averages approximately 4 riders per day, which does not justify additional services including a more direct route. This is NOT an unmet transit need reasonable to meet.	Unmet transit need that is not reasonable to meet.	Unmet transit need that is not reasonable to meet.	SurveyMonkey submission 3/29/21.
TC-17	Thomas Lee Reynolds, Jr.	A route to tachi casino & back ! Back before I got my Car I couldn't find a bus or shuttle going there	Thank you for your comments. Tachi Palace Casino is located in Lemoore and is not within the TCaT jurisdiction. However, connections between Tulare County and Kings County are available through Kings Area Regional Transit (KART). This is NOT an unmet transit need reasonable for TCaT to meet.	Not an unmet transit need.	Not an unmet transit need.	Via Facebook.
TC-18	Kara Danvers	I love the mobile GPS tracking app. When do we get access to the wifi?	TCaT appreciates your comments regarding our buses, we are happy to hear you have a good experience with our bus tracking app. Wi-Fi is currently available on all our buses. Wi-Fi was installed on our bus fleet October of 2020. This is NOT an unmet transit need reasonable to meet.	Not an unmet transit need.	Not an unmet transit need.	Via Facebook.

TC-19	Esmeralda Garcia	Teri Martin I agree with needing more accessibility for those with a disability. Also a covered waiting area with a bench would allow community members to sit while they wait for TCat in Ivanhoe (rd 160 and ave 327).	Thank you for your comments. 1) TCaT strives to provide excellent service to all of its clients. TCaT offers blended paratransit services to our ADA-eligible passengers, which may include pickups or drop offs within 3/4-mile of existing fixed route services, including Route 30 through Ivanhoe. This is NOT an unmet transit need reasonable to meet 2) A location near the southwest corner of Rd 160 and Ave 327 has been identified as a potential location for a bus shelter, which is along State right-of-way. Staff will prepare a design and apply for an encroachment permit with Caltrans and install a shelter if approved.	Request 2, unmet need reasonable to meet.	Unmet need reasonable to meet: specifically TCaT will pursue planning & permits	Via Facebook
Porterville Transit						
		No comments.				

Visalia Transit						
V-1	Jeanne Cassidy	I have been riding Dial a Ride for years and for the most part been very happy. This latter is to express my sincere thanks for you allowing us to ride all these months free of charge. I do not know how this business survived but must tell you what a lifesaver it was to those of us who Dial a Ride is our only means of transportation. Without you I could never see my doctors to have tests done. I don't have half the special words needed to properly say thank you! What you did was certainly one of the nicest things any business has ever done for me. You saved me a lot of money which is in short supply this last year. I am grateful to management plus all employees for such a wonderful effort to help us out. Please share my thanks with everyone, everywhere in Dial a Ride. God bless you all. One Happy Rider, Sincere Thanks, Jeanne Cassidy.	Thank you.	Not an unmet transit need.	Not an unmet transit need.	Letter to Visalia Transit.
V-2	Leonard Ogans 255 E Beacon Ave Tulare, CA 93274 559-553-3656	Transfers issued on 11X to and from.	Tulare and Visalia passengers with active day passes (at the least) can ride either 11x bus in either direction for no additional charge. The only time they would be charged is if they only purchased a single one-way pass on either bus and tried to use it a second time in the reverse direction.	Transfer scenarios vary depending on where the rides originated. Recommend that this is an unmet need reasonable to meet via a regional day pass.	See TIME	Comment Card 8423. Received in post 3-16-21.
V-3	Albert Rodriguez 725 W. Prospect Ave Visalia, CA 93291 purorodriguez2003@yahoo.com 559-553-5294	Route 7!!! Rt 7 needs to return to its previous route down on Court St to Robin to Dinuba Blvd to Vallarta/Target to Prospect to Giddings and back to downtown! I speak for those who can't because they have no resources or voice to do so. For those students that commute to Green Acres, Redwood, Sierra Military, college of the Sequoias, Mt. Whitney, For those workers employees whom used this transportation. For all the sick to get to their dr appts, to get their medicine. For those shoppers to get their daily meals. We need Rt 7 again to be active to its previous route this new route that's active it takes a longer wait, there's no connection to Court or schools. It makes it hard for us the true passengers and not some Visalia employee who gets to decide our routes for us. Thank you for your time.	We are currently working on the update to our Short Range Transit plan and will have this evaluated.	TCAG staff recommends targeted evaluation of Route 7 in the SRTP development due to comments received this year and last year.	An unmet transit need not reasonable to meet. Visalia Transit will investigate restoration of former Route 7 in next SRTP.	SurveyMonkey submission 3/28/21.
V-4	Daniel Sisk 2137 S. Jacques St. Visalia, CA dsisk559@gmail.com 559-690-4758	Please add the transit center back to route 7.	We are currently working on the update to our Short Range Transit plan and will have this evaluated.	TCAG staff recommends targeted evaluation of Route 7 in the SRTP development due to comments received this year and last year.	An unmet transit need not reasonable to meet. Visalia Transit will investigate restoration of former Route 7 in next SRTP.	SurveyMonkey submission 3/30/21.
V-5	Domenica 501 Emperor St Exeter 93221 domenicacarillo@gmail.com 559-679-8364	I still need transit bus number 12 it's essential. For work. Not just myself but allot of people use this bus please bring it back	Note from TCAG staff: Route 12 was discontinued in Exeter due to service being provided by Route 9 and per the request of the City of Exeter, which compensates Visalia Transit for providing service to their residents. Service in Exeter will be re-evaluated with the TCRTA Short Range Transit Plan, scheduled to be prepared this year.	Unmet transit need not reasonable to meet.	Unmet transit need not reasonable to meet. TCRTA SRTP to investigate Exeter transit options.	SurveyMonkey submission 3/30/21.
V-6	A. Garza Visalia mggarza3@gmail.com	Visalia Transit should change routes back to the way they had them. Route 8 used to get me to the Transit Center in 10 minutes now it takes an hour. People are not going to use transit if it takes forever to get somewhere. Route 8 takes twice as long to get me where I need to go, takes me on a tour of the North side before I get to my stop.	Current routes will be evaluated during our Short Range Transit Plan which is an ongoing project this year.	TCAG staff recommends evaluation in SRTP development.	Unmet transit need not reasonable to meet. Visalia Transit should examine Route 8 options in next SRTP.	Surveymonkey submission 3/31/21.

V-7	Heriberto Jimenez 2128 N. Bridge St. Visalia, CA 93291 yahudim290@gmail.com 559-804-2744	We need route #7 back in court st again students from middle schools need this route also regular people need it to we. Have to walk 6 or 8 blocks plus we put in danger our life's and you will be. Responsibilities for a human loss	We are currently working on the update to our Short Range Transit plan and will have this evaluated.	TCAG staff recommends targeted evaluation of Route 7 in the SRTP development due to comments received this year and last year.	Unmet transit need not reasonable to meet. Visalia Transit should examine Route 7 options in next SRTP.	Surveymonkey submission 3/31/21.
V-8	Joe Morales 2232 N. Ben Maddox Way Visalia 93292 joelonebear@yahoo.com 559-723-1981	A BIS STOP CLOSER TP MY HOUSE LIKE YOUR OLD 8 A THE ROUT ON BEN MADDOX and st John's am disable the closes stop is 3 blocks away	Referred to The Greenline for trip planning.	Not at unmet transit need (trip planning and paratransit service available).	Unmet transit need not reasonable to meet. Visalia Transit should examine Route 8 options in next SRTP.	Surveymonkey submission 3/31/21.
V-9	Marina Pina	Good afternoon, I would like the # 7 bus to return as it was before, it went to the center of Prospect Ave. and Giddings at.	We are currently working on the update to our Short Range Transit plan and will have this evaluated.	TCAG staff recommends targeted evaluation of Route 7 in the SRTP development due to comments received this year and last year.	Unmet transit need not reasonable to meet. Visalia Transit should examine Route 7 options in next SRTP.	Via Facebook.
Dinuba Area Regional Transit						
		No comments.				

Tulare Intermodal Express (TIME)						
T-1	Ronnie Sanders	How about extending the Tulare city buses in hillman past the Carls jr to the Adventist health clinic?	Health Clinic was recently opened, and the City continues to evaluate this request as well as to additional new residential construction that continues north bound on Hillman,	Resolution on providing service to this area is an unmet need reasonable to meet,	Unmet need reasonable to meet. Service shall be added to N. Hillman St. between Prosperity and Cartmill avenues.	Via Facebook, 3/9/21.
T-2	Leonard Ogans 255 E Beacon Ave Tulare, CA 93274 559-553-3656	Transfers issued on 11X to and from.	No detail as to what need is requested. TIME and Visalia who operate jointly 11X route both offer transfers on that route.	Transfer scenarios vary depending on where the rides originated. Recommend that this is an unmet need reasonable to meet via a regional day pass.	Unmet transit need reasonable to meet. TIME must issue transfers; Visalia must accept transfers for 11X ticketholders.	Comment Card 8423. Received in post 3-16-21.

Comments to Multiple Providers							
G-1	J. Pack 5505 W. Tulare Ave #386 Visalia, CA 93277	You should put the senior discount back to 60 or older, not 65. You should protect the people who are riding the bus: give out masks & hand sanitizer.	You	Tulare County transit providers agreed to align the age with the senior discount with the age for people to qualify with Medicare. Unmet need not reasonable to meet.	Unmet transit need that is not reasonable to meet.	An unmet transit need not reasonable to meet.	Comment card 7317. Rec'd 4/2020.
G-2	Miguel Uribe	More hours.		Please provide specific information (agency, service mode, etc.) for the service you would like additional hours. TBD	Unmet transit need not reasonable to meet.	Unmet transit need not reasonable to meet. Too broad.	Via Facebook.
G-3	Rebecca Donabed 1077 E. La Mesa Dr. Tulare, CA 559-303-4027	for the people who can't see very well /blind all route buses needs to talk inside and outside of the bus		ADA requires that fixed route transit systems perform stop announcements by a functioning public address system or automated voice announcement system capable of broadcasting internal and external announcements. Transit providers will inspect all vehicles for working functionality and correct any problems. Unmet need reasonable to meet.	Unmet transit need reasonable to meet; feasibility to be assessed by operators.	ADA requirement and unmet need reasonable to meet. Stops must be announced by driver or enunciator.	SurveyMonkey submission 2/23/2021.
G-4	Claudia Moreno	That the drivers speak Spanish too. (K ablen español tanvien los conductors)		Employment hiring laws prevent spanish speaking requirements. In order to comply with Title VI we prefer but not require spanish speaking staff. Unmet need not reasonable to meet.	Unmet transit need not reasonable to meet.	Unmet transit need not reasonable to meet.	Facebook
G-5	Rosa Valladolid	More Spanish speaking drivers, because sometimes we don't know how to tell them that we need to go to a certain place, thank you. (Más español porque algunas veces no sabemos decir que necesitamos ir alguna parte, gracias)		Employment hiring laws prevent spanish speaking requirements. In order to comply with Title VI we prefer but not require spanish speaking staff. Unmet need not reasonable to meet.	Unmet transit need not reasonable to meet.	Unmet transit need not reasonable to meet.	Facebook
G-6	Andy Aguilera	Be nice if worked together with neighboring cities and have same system and online purchase of passes or allow to purchase from driver's especially monthly pass. Other than that all drivers minus one in visalia are nice, friendly, reliable on time and im very grateful for using them last 3 months to get to work and back home.		Tulare County transit providers are working together to deploy a regional fare system capable of mobile ticketing. Although this is not a requirement to be provided we are working hard to improve the rider experience. However, with limited funding this functionality may not be possible. Unmet need not reasonable to meet.	Unmet transit need reasonable to meet.	Unmet transit need not reasonable to meet.	Facebook.
G-7	Victoria Montoya Mello	Be nice to come to all of King's County, and for longer places I feel all buses should have a bathroom in them like Gray Hound does.		Bathrooms are not required by the Federal Transit Administration and will add significant cost to the transit operators. With limited funding this Unmet need is not reasonable to meet.	Unmet transit need that is not reasonable to meet.	Unmet transit need not reasonable to meet and not an unmet transit need.	Facebook
G-8	Mercy 1850 S. College Ave. Dinuba, CA 93618 m.archivokozitro@gmail.com	As a bus rider at times, I feel like there should be one or 2 needs that the transit buses need. With the pandemic situation I have some suggestions for what the buses can include. For example, one of them can be having a hand sanitize dispenser on the bus doors before entering. Another thing would probably be some sort of protection that separates the wheelchair passengers from the other passengers. Like some sort of plastic shield. Another thing I would suggest is for there to be bigger buses with enough space for the wheelchair passengers. This can go for TCAT buses, city of Dinuba buses, etc		Safety of both the bus operator and the passengers is our top priority. CDC has provided guidance to transit operators on best practices during the pandemic. However, other than requiring facial coverings for all, there is no requirement for hand sanitizer dispensers or protection for wheelchair passengers. This is an operational issue and not an Unmet need reasonable to meet.	Not unmet needs per the TDA process.	Not an unmet transit need.	SurveyMonkey submission 3/16/21
G-9	Susan Leary 1301 S. Central St Apt 3 Visalia, CA 93277 mikensusan@comcast.net 559-733-3826	Walking and biking		Please provide specific information. TBD	Not an unmet transit need.	Not an unmet transit need.	SurveyMonkey submission 3/28/21.
G-10	Jaye Bea 720 S. County Center Visalia, CA 93277 jeanette_brmts@yahoo.com	A debit card reader! I missed the bus today because I didn't have cash on me ☹️		Tulare County transit providers are working together to deploy a regional fare system capable of mobile ticketing. Although this is not a requirement to be provided we are working hard to improve the rider experience. However, with limited funding this functionality may not be possible. Unmet need not reasonable to meet.	Unmet transit need reasonable to meet (improved fare system).	Unmet transit need not reasonable to meet.	SurveyMonkey submission 3/29/21.

G-11	Annette Hays	They do a good job, that may only be mine opinion.	Thank you	Not an unmet transit need.	Not an unmet transit need.	Via Facebook.
G-12	David Withey 3227 S Lovers Lane Apt H Visalia, CA davidwithey@gmail.com 559-972-1636	Better cycling infrastructure, more protected cycle lanes.	Although another mode of transportation that transit providers support, transit funding does not support cycling infrastructure. Unmet need not reasonable to meet.	Not an unmet transit need.	Not an unmet transit need.	SurveyMonkey submission 3/29/21,

This page intentionally left blank.

AGENDA ITEM V-B

June 28, 2021

Prepared by Giancarlo Bruno, TCAG Staff

SUBJECT:

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

BACKGROUND:

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).

Metropolitan Planning Organizations (MPOs) for their part are required to adopt their own set of public transportation safety performance targets in coordination with their member agencies. TCAG staff has 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.

DISCUSSION:

Local transit agencies adopted agency safety plans in 2020. PTASPs are to be updated annually, with updated targets based on safety data collected the preceding year.

TCAG staff has developed a set of region-wide safety performance targets in line with those set by local transit agencies, based on incidents per 100,000 vehicle revenue miles and mean mileage between major mechanical failures. The proposed regionwide safety targets are set as such a level as to be met or exceeded by each transit agency that meets or exceeds its own established targets. The Regional Transportation Plan (RTP) and Federal Transportation Improvement Program (FTIP) will include a description of progress being made toward achieving the MPO transit safety performance targets.

RECOMMENDATION:

Adopt the 2021 TCAG Public Transportation Safety Performance Targets.

FISCAL IMPACTS:

There are no fiscal impacts unless action is delayed. Failure to adopt would impact amending projects into FTIP.

ATTACHMENTS:

1. Resolution adopting 2021 TCAG Public Transportation Safety Performance Targets
2. 2021 TCAG Public Transportation Safety Performance Targets

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

In the matter of:

ADOPTING 2021 TULARE COUNTY)	
ASSOCIATION OF GOVERNMENTS (TCAG))	
TRANSIT SAFETY PERFORMANCE	)	Resolution No. 2021-xxx
TARGETS)	

WHEREAS, 49 C.F.R. 673 requires that each public transportation agency that is a recipient or subrecipient of federal financial assistance under 49 U.S.C. Section 5307 develops and implements a Public Transportation Agency Safety Plan (PTASP) plan; and

WHEREAS, federal regulations also require that Metropolitan Planning Organizations (MPOs) establish targets for these same safety performance measures in coordination with local transit and state agencies; and

WHEREAS, the Tulare County Association of Governments (TCAG) is a Metropolitan Planning Organization; and

WHEREAS, agency safety plans have been adopted by each of the transit agencies within TCAG's jurisdiction subject to this federal rule; and

WHEREAS, TCAG staff has incorporated information from the agency safety plans adopted by its member agencies to produce regional safety targets.

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of Governments hereby adopts the 2021 Transit Safety Performance Targets as shown on Attachment 1.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____ at a regular meeting held on the 28th day of June 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

Public Transit Agency Safety Program (PTASP): Safety Measures and Targets

Background

The Federal Transit Administration (FTA), per the MAP-21 (Moving Ahead for Progress in the 21st Century) Act and subsequent federal transportation legislation, requires transit agencies which receive federal funding under the Section 5307 Urbanized Area Program to adopt Public Transportation Agency Safety Plans (PTASPs). A PTASP must outline the processes and procedures necessary to implement safety management systems (SMS) and establish targets for the following safety performance measures:

- **Fatalities:** Total number of reportable fatalities and rate per total vehicle revenue miles by mode
- **Injuries:** total number of reportable injuries and rate per total vehicle revenue miles by mode
- **Safety Events:** total number of reportable events and rate per total vehicle revenue miles by mode
- **System Reliability:** mean distance between major mechanical failures by mode

Section 5307 Transit Providers for Tulare County

Presently there are 3 transit agencies receiving Section 5307 based in Tulare County:

- Porterville Transit.
- Tulare Intermodal Express (TIME) and
- Visalia Transit

Porterville Transit, TIME, and Visalia Transit provide both conventional fixed-route and demand-response bus service in and around their respective cities, as well as some rural and intercity fixed route and demand response services. Visalia Transit also operates commuter bus service.

In 2020, these agencies prepared and adopted Public Transportation Agency Safety Plans, all of which established safety performance targets.

Metropolitan Planning Organization (MPO) Requirement

Following adoption of the agency safety plans by the agencies subject to this regulation, the metropolitan planning organization (MPO) must establish its own safety performance targets. These MPO safety performance targets must then be incorporated into each metropolitan transportation plan and federal transportation improvement program (FTIP) updated or amended thereafter.

The Tulare County Association of Governments (TCAG) regional safety performance targets are intended to be complementary to those established at the local level by each respective agency.

Safety Performance Targets for Tulare County Public Transportation Agencies

Safety Performance Targets							
Mode of Transit Service	Fatalities (Total)	Fatalities (per 100K VRM)	Injuries (Total)	Injuries (per 100K VRM)	Safety Events (Total)	Safety Events (per 100K VRM)	System Reliability (mean miles between failures)
Fixed-Route	0	0.00	5	0.16	8	0.32	39,000
Commuter	0	0.00	0	0.00	2	0.81	135,000
Demand Response	0	0.00	2	0.70	3	1.03	20,000

*Totals indicate number of events per year.

AGENDA ITEM V-C

June 28, 2021

Prepared by Gabriel Gutierrez, TCAG Staff

SUBJECT:

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

BACKGROUND:

As the designated Metropolitan Planning Organization for the Tulare County region, TCAG is responsible for managing state and federal funds through a document called the Federal Transportation Improvement Program (FTIP). The 2021 FTIP contains the entire list of transportation projects from the Tulare County region that have been awarded federal funds. It also contains projects which are considered regionally significant. Occasionally, the FTIP must be amended to add new projects, modify existing projects, update funding amounts, change program funding years, or delete existing projects.

The FTIP is a short range, four-year, program that implements the long-range Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to accomplish improvements in mobility and air quality. The FTIP is a financially constrained program that identifies the current and pending uses of federal and state transportation funds. Pursuant to federal legislation, no project may receive federal funding unless it is in an approved FTIP. Through collaboration with the California Department of Transportation (Caltrans), the California Transportation Commission (CTC), and TCAG's member agencies, TCAG updates the FTIP every two years.

The Federal transportation conformity regulations specify criteria and procedures for conformity determinations for transportation plans, programs, and projects and their respective amendments.

DISCUSSION:

The amendment to the 2021 FTIP and 2018 RTP is needed to make changes to the City of Visalia's Riggin Avenue Widening Project. The project consists of the widening of various sections of Riggin Avenue (between Road 80 and State Route 63) from 2 to 4 lanes. The project is currently listed in the 2021 FTIP and 2018 RTP as one single project with an open to traffic year of 2024. The project is being split into separate segments to allow for the timely use of available federal funds (STBGP and HIP¹). Splitting the projects into separate segments will also result in certain segments being open to traffic earlier than planned, which requires the need for air quality conformity analysis.

The table below shows the changes resulting from this amendment:

Original Project in 2021 FTIP and 2018 RTP			
Project Limits	Open to Traffic	Total Project Cost	Description of Change
Road 80 to SR 63 (various segments)	2024	\$31,840,000	Original project in 2021 FTIP and 2018 RTP split into 4

¹ STBGP – Surface Transportation Block Grant Program; HIP – Highway Improvement Program

			segments (see below).
--	--	--	-----------------------

New Projects in 2021 FTIP and 2018 RTP			
Project Limits	Open to Traffic	Total Project Cost	Description of Change
Akers Street to Demaree Street	2022	\$4,227,000	Project funded with STBGP and Measure R funds. Earlier open to traffic year
Mooney Boulevard to Conyer Street	2023	\$8,038,000	Project funded with HIP, Measure R, and City funds. Earlier open to traffic year.
Kelsey Avenue to Shirk Road	2024	\$11,250,000	Project funded with Measure R and City funds. Same open to traffic year as original project
Shirk Road to Akers Street	2024	\$9,929,000	Project funded with Measure R and City funds. Same open to traffic year as original project.

The Draft 2021 Conformity Analysis supports the finding that the 2021 FTIP Amendment No. 5 and 2018 RTP Amendment No. 2 meet air quality conformity requirements for ozone and particulate matter. The document also addresses upcoming conformity budgets in the San Joaquin Valley 2018 PM2.5 Plan addressing the 1997 PM2.5 and 2012 PM2.5 serious nonattainment area requirements that are currently undergoing EPA review. Should EPA act on these additional SIP elements, the conformity analysis also includes an “upcoming budget test” in case the new transportation conformity budgets become available prior to federal approval of the 2021 FTIP Amendment No. 5.

The Draft 2021 FTIP Amendment No. 5, Draft 2018 RTP Amendment No. 2, and Draft 2021 Conformity Analysis can be viewed on the TCAG website at www.tularecoq.org. A 30-day public review and comment period began on June 14, 2021, and will conclude on July 14, 2021 at 5:00 p.m. A public hearing will be held by the TCAG Board on June 28, 2021 (at the conclusion of this information item) to solicit comments from the public. Instructions on how to participate in the public hearing were provided in the public hearing notice that was made available by publication in the Visalia Times Delta and on the TCAG website. Upon completion of the 30-day public review period, the final document will be considered for approval by the Executive Director via delegated authority approved by the TCAG Board on August 19, 2019.

ATTACHMENTS:

1. Draft 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 5, Draft 2018 Regional Transportation Program (RTP) Amendment No. 2, and 2021 Draft Conformity Analysis **(available under separate cover)**

Work Elements: 602.01 – Regional Transportation Plan
 604.01 – Transportation Improvement Program
 610.01 – Air Quality Planning and Analysis

AGENDA ITEM V-E

June 28, 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 May 12th-13th. The next CTC meeting via webinar/teleconference is on June 23rd-24th. 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:

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-F

June 28, 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 2021 FTIP. 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 will be programmed on the City of Visalia's Riggins 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 Construction (RFA submitted on 4/30/2021, waiting for R/W certification)
	County of Tulare	Avenue 152 Rehabilitation Project	Near community of Tipton, on Avenue 152 between the road alignment of Road 136 and Road 168; rehabilitate roadway	\$1,775,000 Construction (E-76 approved on 4/16/2021)

CMAQ

Two roundabout projects have been scheduled for obligation this year. One has been submitted and is under review and the other will be submitted soon:

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

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

The following project has been delayed but is on schedule for obligation by this summer:

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

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

One transit project has been approved 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.

The statewide process for distributing CMAQ on an annual basis is slightly complex. While TCAG has an annual allocation, TCAG is but one piece of the statewide puzzle. Typically, beginning in the month of May, discussions occur at the state level regarding overall federal project approvals. If the state as a whole is not meeting its target, authority to secure funds and approve projects may be moved between agencies. TCAG is working closely with our member agencies to ensure that our region's funds are obligated, and to see whether there are projects that may be able to advance if additional funding become available from another region.

ATTACHMENT:

None

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

Executive Minutes May 17, 2021

Board Members	Alternates	Present Member/Alternate	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		Tulare County-Dist. 3
Eddie Valero	Derek Williams	M	Tulare County-Dist. 4
Dennis Townsend	Terren Brown	M	Tulare County-Dist. 5
Maribel Reynosa	Linda Launer	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
Phil Cox	Brian Poochigian		City of Visalia
Rudy Mendoza	Florencio Guerra Jr.	M	City of Woodlake
Greg Gomez	<i>Vacant</i>		Rep. from Public Transit
Tyrone Holscher	Shea Gowin	A	Member-At-Large*
Walter Stammer Jr.	<i>Vacant</i>		Member-At-Large*
Pamela Whitmire	Julie Allen	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)	X	Steven Ingoldsby, Associate Regional Planner
X Jeff Kuhn, Tulare County Deputy Counsel	X	Giancarlo Bruno, Regional Planner
X Ted Smalley, Executive Director	X	Sheela Bhongir, Regional Planner
X Benjamin Kimball, Deputy Executive Director		Gail Miller, Associate Regional Planner/EH
X Benjamin Giuliani, Executive Officer-LAFCO		Barbara Pilegard, Associate Regional Planner/EH
Leslie Davis, Finance Director		Maria Garza, Associate Regional Planner/EH
X Elizabeth Forte, Principal Regional Planner		Michele Boling, TCAG Accountant III
X Roberto Brady, Principal Regional Planner		Brideget Moore, TCAG Analyst III
Derek Winning, Senior Regional Planner	X	Amie Kane, Administrative Clerk II
X Gabriel Gutierrez, Senior Regional Planner	X	Servando Quintanilla, Administrative Clerk II
X Kasia Thompson, Associate Regional Planner	X	Holly Gallo, Office Assistant III

WORKSHOP (12:30 P.M.)

Chair Vander Poel opened the preceding Workshop at 12:30 p.m.

A. San Joaquin Valley Rail Agency Planning Studies

Mr. Smalley introduced Mr. Dan Leavitt with the San Joaquin Regional Rail Commission to present the San Joaquin Joint Powers Authority (SJJPA) south of Merced studies update. Mr. Leavitt highlighted service area updates, SJJPA network integration with the High-Speed Rail (HSR), and an overview of south valley bus networks, and connectivity planning within Tulare and Kings Counties. Mr. Leavitt explained the vision of the cross-valley corridor vision and the phases of implementation to bring a sophisticated transit network to the south valley.

B. Legislative Update

Mr. Smalley provided an update on State and Federal legislation. Mr. Smalley highlighted the State efforts, adding that much work had been done with the State lobbyist as part of a major coalition to increase funding for transportation. Mr. Smalley also took the opportunity to

showcase the proposed revisions to ATP funding and discussed potential regional projects. Mr. Smalley reported that since the Climate Action Plan for Transportation Infrastructure (CAPTI) reduction of greenhouse gas targets may increase, that there may be significant reduction in any type of widening projects. On the Federal side, earmark programs were still being established, work continued for Farm to Market projects and much discussion had been ongoing regarding the Federal Transportation Bill.

I. WELCOME

The Tulare County Association of Governments Board Meeting was called to order by Chair Vander Poel at 1:08 p.m. on May 17, 2021, at the Tulare County Board of Supervisors, 2800 W. Burrell Avenue, Visalia, CA, 93291.

II. PLEDGE OF ALLEGIANCE

Member Boyer led the Pledge of Allegiance.

III. PUBLIC COMMENTS

Public comments opened/closed at 1:09 p.m. No public comments received.

<i>Convene as the Transportation Policy Advisory Committee</i>

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 Transportation Development Act (TDA) Claims for the Cities of Dinuba, Tulare, Visalia, and Woodlake for Fiscal Year 2020/21

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

A. Absent: Shuklian, Alves, Cox, Gomez, Mendoza, and Stammer

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

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

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

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Action: Adoption of Resolution: Approval of 2021 Active Transportation Program (ATP) Metropolitan Planning Organization (MPO) Component Funding Recommendations

Mr. Giuliani stated that agencies from the TCAG region submitted 18 applications for funding consideration in the Statewide component of ATP funds. Mr. Giuliani highlighted all the 2021 ATP Statewide and MPO component project scores. The two highest scoring projects, Ivanhoe Safe Routes to school, and Tipton sidewalk improvements, were recommended for funding, and outlined by Mr. Giuliani.

Upon a Motion by Member Valero, and seconded by Member Micari, the Transportation Policy Advisory Committee unanimously approved the 2021 ATP MPO Funding Recommendations as presented. Absent: Shuklian, Alves, Cox, Gomez, and Stammer.

B. Information: Implementation Status of Federally Funded Projects

Ms. Forte provided details regarding three Surface Transportation Block Grant Program (STBGP) projects; two in Visalia, one of which is the Riggin Avenue widening project, and one in the County of Tulare. Ms. Forte explained that two roundabout projects had been scheduled for obligation with CMAQ funds in Dinuba and Woodlake.

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

Mr. Giuliani stated that the CTC had met on May 12, 2021 and highlighted two items of interest. The first being, a SHOPP allocation of \$800 thousand for the environmental phase to install centerline rumble strips, replace TMS elements, pavement markings and signs on SR-201. The second being a SHOPP allocation of 2.59 million for design and 1.18 million for right of way support pavement rehabilitation, upgrade TMS elements, replace signs and upgrade ADA facilities on SR-63 from Caldwell Ave. to SR-198 in Visalia.

D. Information: Caltrans Monthly Report

Mr. Navarro announced that the call for planning grants cycle had been completed and announcements could be expected sometime on or around mid-June. Mr. Navarro reminded everyone that May was “Bike Month” and encouraged people to ride their bikes and post pictures. He shared that litter remains a hot topic and much work is underway to assist with cleanup and beautification efforts. Mr. Navarro outlined the various Caltrans projects being conducted within Tulare County.

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

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

Upon a Motion by Member Valero, and seconded by Member Micari, the Transportation Policy Advisory Committee unanimously reaffirmed all actions while sitting as the Transportation Policy Advisory Committee. Absent: Shuklian, Alves, Cox, Gomez, and Stammer.

VII. ASSOCIATION CONSENT CALENDAR-ACTION AND INFORMATION ITEMS

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

A. Action: Minutes of April 19, 2021 TCAG Board Meeting

B. Action: Minutes of April 15, 2021 TCAG Technical Advisory Committee Meeting

C. Action: Cancel the July 2021 Technical Advisory Committee (TAC) and Tulare County Association of Governments (TCAG) Board Meeting and Reschedule the June Meeting

D. Action: Adoption of Resolution: Approval of Amendment No. 1 to the Fiscal Year 2021/2022 Overall Work Plan (OWP)

Upon a motion by Member Micari, and seconded by Member Boyer, the Association unanimously approved the Association Consent Calendar Items VII-A through VII-D. Absent: Shuklian, Alves, Cox, Gomez, and Stammer.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative Update

Mr. Kimball stated that much discussion was had during the workshop proceeding the meeting, but he took the opportunity to highlight the One Voice trips which included: Summer 2021 – online, Fall 2021 – trip to Washington D.C., and Spring 2022 – tentative plans for a TCAG trip to Washington D.C.

B. Presentation: Report from Congressman Nunes’ Office

No representative present, report not given.

C. Presentation: Report from Congressman Valadao’s Office

No representative present, report not given.

D. Presentation: Report from Assemblyman Mathis’ Office

Rachel Ray, field representative for Assemblyman Mathis’ office, provided an update on the work the Assemblyman continues to do and on recent legislation noting that currently 7 Bills were in appropriations including AB 659 which addresses illegal dumping and littering issues.

E. Presentation: Report from Senator Hurtado's Office

District representative for Senator Hurtado's office, provided an update on many budget issues currently being reviewed, such as proposed earmarked funds for area projects, water resiliency, drought resistance, and recent legislation.

F. Action: Adoption of Resolution: Approval of Los Arroyos 1 Affordable Housing and Sustainable Communities (AHSC) Grant Application Between Self-help Enterprises (SHE); City of Farmersville, Tulare County Regional Transit Agency (TCRTA) and Tulare County Association of Governments (TCAG)

Ms. Bhongir explained that approval for the MOU to prepare the grant application was what was being considered not approval of the application itself. Ms. Bhongir stated that SHE had partnered with TCAG on previous affordable housing projects. SHE was currently developing the 54-unit affordable rental community known as Los Arroyos 1 and highlighted many of the proposed project benefits to the community. Ms. Bhongir explained that although previously submitted Los Arroyos project had not been selected for AHSC funding, however, substantial revisions had been made. Ms. Bhongir noted that staff from SHE were present to add any comments or answer any additional questions.

Betsy McGovern-Garcia, Program Director with SHE stated that she was excited to continue partnering with TCAG and highlighted the many benefits of the Los Arroyos 1 project.

Upon a motion by Member Valero, and seconded by Member Townsend, the Association unanimously approved Item VIII-F as presented. Abstained: Boyer. Absent: Shuklian, Alves, Cox, Gomez, and Stammer.

G. Action: Adoption of Resolution: Consultant Selection for City of Visalia Short Range Transit Plan (S RTP)

Ms. Forte reported that TCAG assisted with the submission of a S RTP grant application for the City of Visalia and in partnership with City of Visalia, prepared a request for proposals to solicit consultation proposals for the preparation of the S RTP. Two proposals were received which Ms. Forte reviewed and discussed that the higher scoring consultant was Moore & Associates. Ms. Forte explained that based on adopted evaluation criteria and scoring, TCAG staff recommended selection of Moore & Associates for preparation of the 2022 Visalia S RTP.

Upon a motion by Member Valero, and seconded by Member Micari, the Association unanimously approved the selection of Moore & Associates as recommended. Absent: Shuklian, Alves, Cox, Gomez, and Stammer.

H. Action: Adoption of Resolution: Tulare County Association of Governments (TCAG) Fiscal Audit and Transportation Development Act (TDA) Audit Consultant Selection

Mr. Smalley stated that back in March 2021, TCAG staff sent out a Request for Proposal (RFP) to 50 firms for the preparation of the TCAG Fiscal Audits. However, two proposals were received from Brown Armstrong and Price Paige & Co. Mr. Smalley outlined the scoring for each proposal and recommended that Brown Armstrong be selected based off the evaluation criteria and scoring.

Upon a motion by Member Micari, and seconded by Member Townsend, the Association unanimously approved the selection of Brown Armstrong as recommended. Absent: Shuklian, Alves, Cox, Gomez, and Stammer.

I. Information: Member Agency Transportation Development (TDA) Audit Year Ending June 30, 2020

Mr. Smalley stated that all audits were completed for all cities and the County of Tulare with no findings or material weaknesses.

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

Ms. Kane reviewed the current vacancy of Alternate Member as Large Position No. 2 and explained that when the previous alternate was selected to serve as the Member at Large for Position No. 3 that caused this new vacancy. Ms. Kane stated that TCAG will continue to

solicit interest on the TCAG website and social media and any applications received will be brought to the Board for consideration.

K. Information: Regional Transit Coordination Update

Ms. Forte highlighted the approved MOUs and plans to takeover operations of the cities of Dinuba, Woodlake, and Tulare's transit operations effective July 1, 2021. Additional announcements from Ms. Forte were that final interviews of the TCRTA Executive Director position would be held later that day, and a draft budget for fiscal year 21/22 would be presented for adoption.

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

IX. ABANDONED VEHICLE ABATEMENT AUTHORITY – ACTION/DISCUSSION ITEMS

A. Information: Abandoned Vehicle Abatement (AVA) 2020/2021 First and Second Quarter Reports

Mr. Smalley provided a review of the allocations and distributions for the first and second quarter of fiscal year 2020/2021 and stated that for the first quarter the amount received totaled \$104,080.19 and the second quarter the amount received totaled \$93,107.20.

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 took the opportunity to reemphasize the importance of the Tagus Ranch interchange project that was scheduled to begin summer 2021 and thanked Caltrans.

2. Other Items

None

B. Information: Items from Board Members

1. Tulare County Water Commission Update

Member Flores reported that the meeting was held back on May 10th and the meeting minutes had been approved. Member Flores outline the annual reorganization of the Board and the discussion that was had regarding drought response and disaster assistance. Member Flores stated that the next meeting was scheduled for June 14, 2021.

2. San Joaquin Valley Policy Council Update

Member Mendoza stated the Council had met the previous week to discuss a potential RFP for lobbyist services at the State and Federal level. The discussion was expected to continue, and formal approval of the proposal should be brought back next month.

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

Chair Vander Poel announced that he was informed that a meeting was scheduled for Friday but that he had nothing further to add.

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

Member Valero stated that the next meeting was scheduled for June, and he had nothing to report.

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 2:00 p.m.

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

Item VII-B
TCAG Technical Advisory Committee Meeting
Tulare County Association of Governments - 210 N. Church Street, Suite B, Visalia, CA 93291
May 13, 2021 – Summary Meeting Minutes

ATTENDANCE LIST

City of Dinuba	<i>Absent</i>
City of Exeter	<i>Absent</i>
Cities of Farmersville, Woodlake	Lisa Dutra-Wallis
City of Lindsay	Michael Camarena
County of Tulare	Karla Arteaga
City of Porterville	Rich Tree
City of Tulare	<i>Absent</i>
City of Visalia	<i>Absent</i>
Tule River Indian Reservation	<i>Absent</i>
TCAG	Ben Kimball
Caltrans	Lorena Mendibles

Others Present:

TCAG Staff Present: Steven Ingoldsby, Ted Smalley, Elizabeth Forte, Roberto Brady, Ben Giuliani, Giancarlo Bruno, Sheela Bhongir, Brideget Moore, Amie Kane, 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 1:31 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 May 17, 2021.

III. PUBLIC COMMENTS

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

IV. TRANSPORTATION CONSENT CALENDAR – ACTION AND INFORMATION ITEMS

A. Action: Adoption of Resolutions: Approve Transportation Development Act (TDA) Claims for the Cities of Dinuba, Tulare, Visalia, and Woodlake for Fiscal Year 2020/21

Ms. Forte reported on the TDA claims and would have a cleanup of TDA claims the following month.

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

Mr. Kimball stated that there were no new Roundtable applications for the month and wanted to point out that there was now a tribal representative.

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

Mr. Gutierrez gave an update on SB 1 competitive program projects with Local Partnership Program Commercial Avenue receiving 9M, and in March the CTC programed 5.1M for the City of Visalia Ave 280 widening project with a right of way allocation of 1.3M and the CTC had released the schedule for upcoming guidelines for Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), and solutions for congested corridor programs and would start in September 2021 and would run all the way to December 2021 for upcoming projects.

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

Mr. Brady gave an update on Federal SAFE Vehicles Regulation conformity calculations and with needs to progress to a new air emissions model like EMFAC and would continue to monitor for new updates.

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Action: Adoption of Resolution: Approval of 2021 Active Transportation Program (ATP) Metropolitan Planning Organization (MPO) Component Funding Recommendations

Mr. Gutierrez gave an update on the adoption of the MPO component of the ATP program with 18 applications submitted statewide for funding consideration totaling 66.3M in ATP requests and of those, the CTC adopted a funding recommendation of 40 projects with one of them being from the Butterfield Stage corridor project. Other projects that were able to be funded were the Ivanhoe Safe Routes to school with 1M and the Tipton sidewalk improvements project with 1.2M. The CTC had submitted a one-time augmentation fund in the amount of 2B and if approved it would fund projects that just missed the scoring threshold.

B. Information: Implementation Status of Federally Funded Projects

Mr. Gutierrez gave an update on the two projects submitted to STBGP; one was for the Tulare County Avenue 152 Rehabilitation project that had been obligated for 1.775M and the other was for the city of Visalia- Tulare Ave Rehabilitation project, which the city was waiting for right of way certification to get resolved. Ms. Forte gave a CMAQ project update with two roundabout projects coming soon one in the city of Dinuba and Woodlake.

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

Mr. Smalley stated that there were two items for the month for the CTC to review; one was \$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 and \$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.

D. Information: Caltrans Monthly Report

Ms. Mendibles gave two updates; one was for Sustainable Transportation Planning Grant Program Awards for the fiscal year of 2021 and 2022 that would be announced by the end of the month and the second announcement was updating SR 216 transportation concept report that would be more of an interactive document that would be online and would provide easier access.

VII. ASSOCIATION ACTION/DISCUSSION ITEMS

C. Action: Cancel the July 2021 Technical Advisory Committee (TAC) and Tulare County Association of Governments (TCAG) Board Meeting and Reschedule the June Meeting

Ms. Kane stated that the item was the cancelation of the July TCAG meeting and the rescheduling of the June meeting from the 21st to the 28th of June.

D. Action: Adoption of Resolution: Approval of Amendment No. 1 to the Fiscal Year 2021/22 Overall Work Program (OWP)

Ms. Davis informed that this was the first amendment of the OWP to increase work element No. 602.07, Special Transportation Project Studies (non-Federal), in the amount of \$25,000 for a Pedestrian corridor study in the city of Woodlake and increase work element No. 700.01, Measure R Administration and Planning, in the amount of \$25,000 for Financial Advisor Consultant for FY 2021/2022.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative Update

Mr. Kimball commented that the TCAG lobbyist and Washington D.C. partners were watching very closely to the Federal Transportation Bill and if there were to be one that TCAG should be involved and at the Federal level for earmarks that would fund transportation projects for the county, and last TCAG was looking at a potential state earmark on the state ATP augmentation. Mr. Smalley stated that TCAG was looking forward to partnerships with state agencies on future projects.

E. Action: Adoption of Resolution: Approval of Los Arroyos 1 Affordable Housing and Sustainable Communities (AHSC) Grant Application Between Self-help Enterprises (SHE); City of Farmersville, Tulare County Regional Transit Agency (TCRTA) and Tulare County Association of Governments (TCAG)

Ms. Bhongir gave an update on the action item for a MOU between Self-Help Enterprise, city of Farmersville, TCAG, and TCRTA.

F. Action: Adoption of Resolution: Consultant Selection for City of Visalia Short Range Transit Plan (SRTP)

Ms. Forte reported that the item was regarding the consultant selection for the City of Visalia Short Range Transit Plan and received two RFP's and selected Moore & Associates based on their scoring from their proposal.

G. Action: Adoption of Resolution: Tulare County Association of Governments (TCAG) Fiscal Audit and Transportation Development Act (TDA) Audit Consultant Selection

Ms. Davis reported that the item was regarding the selection of an audit consultant for TCAG and had received two RFP's and selected Brown Armstrong based on the scoring of proposal.

H. Information: Member Agency Transportation Development Act (TDA) Audit Year Ending June 30, 2020

Ms. Davis reported that the TDA audits had been completed from all agencies and had no material weaknesses or findings.

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

Ms. Moore stated that the item was an opening for Alternate Member at Large Position No. 2 that was vacated by Pamela Whitmire.

J. Information: Regional Transit Coordination Update

Ms. Forte gave an update on the TCRTA Executive Director position search with selections coming soon and settling on contracts to move services from agencies to TCRTA.

IX. ABANDONED VEHICLE ABATEMENT AUTHORITY – ACTION/DISCUSSION ITEMS

A. Information: Abandoned Vehicle Abatement (AVA) 2020/2021 First and Second Quarter Reports

Ms. Boling gave an update on the AVA abatement program with the first quarter receiving \$104,080.19 and the second quarter \$93,107.20 and to note that 1% goes to administrative fees 50% is distributed according to population and 50% is based on the abatements.

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, June 28, 2021, at 1:00 p.m.**, at the **Tulare County Human Resources & Development 2500 W. Burrell Ave, Visalia, CA 93291**. The Technical Advisory Committee will meet on **Thursday, June 24, 2021 at 1:30 p.m. at the Tulare County Association of Governments (TCAG), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291**.

This page intentionally left blank.

AGENDA ITEM VII-C

June 28, 2021

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

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)

DISCUSSION:

The Tulare County Information & Communications Technology Department (hereinafter referred to as "TCiCT.") and the Tulare County Association of Governments (hereinafter referred to as "TCAG") wish to enter into a formal agreement whereby TCiCT shall provide to TCAG and LAFCO technology services. The MOU outlines responsibilities, support services, service goals and financial provisions. The term of the agreement shall be July 1, 2021 through June 30th 2026.

ATTACHMENT:

- 1) Resolution Adopting TCICT Technology Services MOU
- 2) MOU for TCICT Technology Services

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

In the matter of:

APPROVE MEMORANDUM OF)	
UNDERSTANDING FOR SERVICES)	
BETWEEN TULARE COUNTY)	
INFORMATION & COMMUNICATIONS	)	Resolution No. 2021-xxx
TECHNOLOGY (TCiCT) AND TULARE)	
COUNTY ASSOCIATION OF)	
GOVERNMENTS (TCAG))	

WHEREAS, The Tulare County Information & Communications Technology Department (hereinafter referred to as "TCiCT.") and the Tulare County Association of Governments (hereinafter referred to as "TCAG") wish to enter into an agreement whereby TCiCT shall provide to TCAG technology services; and

WHEREAS, TCiCT shall provide management services and technology support services as outlined in the attached MOU; and

WHEREAS, the term of the MOU shall be in effect from July 1st 2021 through June 30th 2026.

NOW, THEREFORE, BE IT RESOLVED THAT the TCAG Board hereby approves the proposed updated MOU between TCiCT and TCAG for technology services.

The foregoing Resolution was adopted upon the motion of _____, seconded by Member _____, at a regular meeting on the 28th day of June 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

**Memorandum of Understanding
Between
Tulare County Information & Communications Technology Department
And
Tulare County Association of Governments**

I. Purpose

The Tulare County Information & Communications Technology Department (hereinafter referred to as "TCiCT.") and the Tulare County Association of Governments (hereinafter referred to as "TCAG") wish to enter into an agreement whereby TCiCT shall provide to TCAG technology services and TCAG shall pay for those services as described herein.

II. Confidentiality

TCiCT agrees that the department shall hold itself and its employees as well as any and all contractors to TCiCT that have any access to and TCAG technology system to a level of high confidentiality. Further, TCiCT shall comply with the security requirements for information, technology access, use and disposal in accordance with Title 45 Code of Federal Regulations (CFR) Sections 205.50 and 303.21. TCiCT shall indemnify TCAG for any actual damages resulting to TCAG as a result of TCiCT's failure to comply with this paragraph. Additionally, TCiCT shall protect TCAG confidential information subsequent to the expiration of this Agreement.

TCiCT staff shall pass a background check at hire, including the LiveScan fingerprinting submitted to the FBI and California DOJ. If applicable, the LiveScan shall occur more frequently based on Federal, State, or Local regulations. Additionally, all TCiCT employees shall complete a confidentiality acknowledgment form upon hire and annually thereafter.

III. Responsibilities

The Tulare County Information & Communications Technology Department Shall:

Provide technology management services including:

- Manage and supervise all TCiCT staff providing services to TCAG;
- Function as part of the TCAG management team providing technology related staff support, technical advice and information;
- Assist with Information & Communications Technology purchase requisitions;

Provide technology support services including:

- Routine support to the installed workstations
- Local Area Network support including regular backup of files, adding and deleting users, resetting network passwords, assigning and monitoring user access, restoring files if needed and monitoring network usage and performance;
- Provide service desk support between the business hours of 7:00 a.m. and 5:30 p.m. Monday through Thursday; 7:00 a.m. and 5:00 p.m. on Fridays;
- If applicable, provide asset management services including the tagging of Tulare County purchased assets and logging of inventory for the department;
- TCiCT will provide consulting service to TCAG to assist with the application of technology toward the Department's business needs. This may include the development of

- configurations or estimates for planning and analysis purposes. It may also include the evaluation and analysis of recommendations received from other sources;
- Assist TCAG staff with the day-to-day operations of TCAG's technology, including the evaluation and analysis of recommendations received from other sources;
- TCAG may have systems that are not maintained by TCiCT; TCAG shall provide notice to TCiCT annually of those systems not maintained by TCiCT.

Provide Telephone support services including:

- Maintenance of existing Voice over Internet Protocol (VoIP) telephone system including hardware, software, cabling, desk sets, server, router and user phone and and/or other appropriate telephony equipment and/or service;
- Replacement and or New Equipment will be at the expense of TCAG;
- Maintain connections to external phone service provider;
- Update systems and software as needed from time to time;
- Maintain all unified communications hardware and software including occasional changes to call routing, messages and user phone and phone number assignments;
- Monitor VoIP system and make recommendations prior to system reaching capacity or loss of optimal service.

Service goals:

- TCiCT will maintain adequate staff assigned to meet the needs of TCAG to remain operational at all times.
- TCiCT will attempt to acknowledge telephone requests for service within thirty (30) minutes of the request during office hours.
- TCiCT will attempt to acknowledge email requests for service within sixty (60) minutes of the request during office hours.
- TCiCT will make every reasonable effort to correct any system outage immediately. If TCiCT cannot resolve the issue(s) immediately, TCiCT shall provide status updates until the system is restored.

The Tulare County Association of Governments Shall:

- Adhere to the County of Tulare Information Technology Security Program.

IV. Financial Provisions

TCiCT shall maintain an accounting system and supporting financial records adequate to ensure that claims are in accordance within applicable Federal and State requirements. All charges must be supported by fiscal records adequate to ensure that claims for reimbursement are according to Federal and State requirements and TCiCT shall retain such records as required by Federal and State regulation. All TCiCT services listed herein shall be provided for an annual fee; services are listed in Addendum A; the fees will be determined annually through the development of the annual ISF Cost Methodology process. The determined annual cost methodology and estimated costs will be presented to TCAG annually.

TCAG shall accept TCiCT's cost allocation methodologies as an approved allocation methodology. The TCiCT cost allocation methodology is approved annually by the Tulare County Auditors Office and the State of California, through the annual cost allocation plan review process. The determined annual cost methodology and estimated costs will be presented to TCAG annually. User count true-ups will occur annually. All costs charged to TCAG will be based on actuals.

TCiCT shall submit monthly invoices to TCAG within 30 business days after the last day of each month. TCAG shall pay the invoices within thirty (30) business days of receipt. TCAG shall have

only forty-five (45) days to dispute a charge; after forty-five (45) days the charge shall be considered accepted, payable and undisputable. TCiCT shall be entitled to interest at the rate of six (6) percent per annum, commencing on the sixty-first (61st) day after a claim known or agreed to be valid is submitted to TCAG.

If at anytime a service was discovered by TCiCT as not billed in a previous billing period or fiscal year, that service shall become billable to TCAG. TCAG will be notified of such finding.

V. Term

This MOU shall be in effect from July 1st, 2021 through June 30th, 2026.

VI. Definitions

Confidential Information:

The term "Confidential Information" means all Software, Systems Software, and all business, financial, statistical, personnel and technical data in tangible and/or intangible form which is clearly and conspicuously marked "CONFIDENTIAL" or as defined as confidential by law, or expressly deemed confidential in this Agreement, or provided or disclosed, by one party to the other, with notice of its confidential nature.

System:

The term "System" shall mean the Hardware, Systems Software and Software, operating together as a system. The System includes the Existing Systems and all replacements thereof and additions of equipment thereto.

VII. General Provisions

Amendments or modifications to the terms of this MOU must be made in writing and approved by all parties. TCiCT acts as an independent contractor when providing services under this Agreement and no employer-employee relationship exists between the parties hereto or between TCiCT and TCAG. Both parties agree that either party, providing a written 90-day notice to the other party, indicating a desire to cease the relationship can terminate this agreement for any reason.

VIII. Insurance Requirements

TCAG and TCiCT shall maintain their own liability insurance coverage against any claim arising out of the performance of this Memorandum of Understanding and provide appropriate evidence of such coverage to the other Party, upon request.

IX. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code §895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead TCAG and TCiCT agree that each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, damage to or destruction of tangible/intangible property, damages or liabilities imposed for injury (as defined in Government Code §810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Memorandum of

Understanding. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Memorandum of Understanding.

X. Dispute Resolution

If a dispute arises out of or relating to this Memorandum of Understanding, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the Parties, but in the case of disagreement, the mediator shall be selected by lot from among two nominations provide by each Party. All costs and fees required by the mediator shall be split equally by the Parties; otherwise each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either Party may pursue litigation to resolve the dispute.

XI. Governing Law

This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this agreement is made in and shall be performed in Tulare County, California.

It is so agreed:

Chairman of the Board
Tulare County Board of Supervisors

Date

Kennon Keoseyan, Assistant Director
Tulare County Information & Communications Technology

Date

Chair, Board of Governors
Tulare County Association of Governments

Date

Ted Smalley, Executive Director
Tulare County Association of Governments

Date

Tulare County Counsel
Approved to Form

Date

Addendum A
Information & Communications Technology Service Types

Available Service Modalities thru TCiCT

ISF Charge Description
Radio ISF
Radio Installation Services
Central Telephone Passthrough
Telephony Services
ICT ISF Service Modalities
ADP
Administrative
Project Management
Client Services
Operations/Systems/Networks
Logistics
GIS
Security
Enterprise Content Management
Service Desk
Desktops
Business Intelligence
Application Development
Training
Documentation
Licensing
Property Management Systems
AFIN
Form 700
WebBudget
Sustain E-Courts
Direct Contract Costs
Other – As Needed or Determined thru the Cost Methodology

TCiCT Timelines

TCiCT Draft Budget	Last Friday in March
TCiCT Final Budget	First Monday in June
TCiCT Budget Approved	September/October of Each Year
TCiCT Mid-Year Budget Review	February/March of Each Year
TCiCT Fiscal Meetings	At Least Once Annually
TCiCT MOU with External Agencies	May/June/July of Each Year, if applicable

AGENDA ITEM VII-D

June 28, 2021

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approval of Amendment No. 2 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.2 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. 602.06, Special Transportation Project Studies, in the amount of \$25,000 for the City of Dinuba Electrification Infrastructure Plan.
2. Increase Work Element No. 620.01, Valleywide Coordination, in the amount of \$1,500 for Web Development.
3. Increase Work Element No. 700.01, Measure R, in the amount of \$25,000 for City of Farmersville and \$35,000 for the City of Lindsay to conduct Bike and Pedestrian Planning Studies.

RECOMMENDATIONS:

Staff recommends the approval of Amendment No. 2 to the OWP.

FISCAL IMPACT:

Increase to budget is offset by TCAG reserves and Measure R.

ATTACHMENTS:

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

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

In the matter of:

APPROVING FY 2021/2022 OVERALL)
WORK PLAN (OWP) AMENDMENT NO. 2) Resolution No. 2021-XXX

WHEREAS, The Regional Transportation Planning Agency Board of Governors adopted the FY 2021/2022 Overall Work Program (OWP) on April 19, 2021, with approval of Resolution 2021-123; and

WHEREAS, Amendment No. 2 to the FY 2021/2022 OWP is necessary to allow TCAG to deliver services as requested by its member agencies; and

WHEREAS, Amendment No. 2 to the FY 2020/2021 OWP is necessary to 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

WHEREAS, Amendment No 2. to the FY 2021/2022 OWP is necessary to Increase Work Element No. 620.01, Valleywide Coordination, in the amount of \$1,500 for Web Development; and

WHEREAS, Amendment No 2. to the FY 2021/2022 OWP is necessary to Increase Work Element No. 700.01, Measure R, in the amount of \$25,000 for City of Farmersville and \$35,000 for the City of Lindsay to conduct Bike and Pedestrian Planning Studies.

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. 2.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 28th day of June ,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

2021/2022 Overall Work Program

SUMMARY

REVENUES	DOLLARS
Member Dues	191,500
Local Contribution	1,102,456
TDA	282,000
FHWA PL (carryover)	206,636
FHWA PL	1,003,790
FTA Section 5303 (carryover)	50,000
FTA Section 5303	188,373
FTA Section 5304	80,000
FTA Section 5305	
DMV	3,000
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	10,365
City of Woodlake	
County of Tulare	
Measure R	589,879
LAFCO	255,500
TCAG Reserves	289,555
SB1 Sustainable Community Grant	898,605
Other Grants	543,145
TCRTA Need budget	
Total Revenues	5,694,804
Toll Credits(5303) (Not Revenues)	27,341
Toll Credits(PL) (Not Revenues)	138,836

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	2,333,041	226
City of Dinuba	58,128	
City of Exeter	57,591	
City of Farmersville	58,127	
City of Lindsay	66,127	
City of Porterville	33,127	
City of Tulare	33,227	
City of Visalia	73,227	
City of Woodlake	58,127	
County of Tulare	358,449	
Insurance	5,500	
Memberships	13,830	
Office Expense	22,500	
Consultant	858,559	
Publications/ Legal Notice/Dues	700	
Training	15,650	
Transportation and Travel	60,220	
Print Services	18,760	
County Counsel	32,000	
Auditor	2,500	
Motorpool		
Rent	165,708	
Special Dept Expense	1,339,206	
Dues/Subscriptions	6,500	
Utilities	16,000	
Office Equipment	8,000	
Total Expenditures	5,694,804	225.5

* FHWA PL Funding

Carryover	\$206,636
Current Year funding:	\$1,003,790
Total Funding	\$1,210,426

W.E. 602.06 Special Transportation Project Studies

REVENUES	DOLLARS
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	
FHWA PL	1,000
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	25,000
SB1 Sustainable Community Grant	
Other Grants	
Total Revenues	26,000
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	115

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

City of Dinuba
Electrification Infrastructure Plan

W.E. 620.01 Valleywide Coordination

REVENUES	DOLLARS
Member Dues	
Local Contribution	69,200
TDA	
FHWA PL (carryover)	10,000
FHWA PL	
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	
LAFCO	
TCAG Reserves	1,500
SB1 Sustainable Community Grant	
Other Grants	
Total Revenues	80,700
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	1,147

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	55,000	5.9
City of Dinuba		
City of Exeter		
City of Farmersville		
City of Lindsay		
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships		
Office Expense		
Consultant	13,000	
Publications and Legal Notice		
Training		
Transportation and Travel	1,200	
Print Services		
County Counsel		
Auditor		
Motorpool		
Rent		
Special Dept Expense	11,500	
Dues/Subscriptions		
Utilities		
Office Equipment		
Total Expenditures	80,700	5.9

Consultant

\$13,000 Regional Policy Council Coordination Consultant and website maintenance

Transportation/ Travel

8 Fall Policy Conference

Special Department Expense

Incl \$1,500 for web development (Kiana V)

W. E. 700.01 Measure R Administration and Planning

REVENUES	DOLLARS
Member Dues	
Local Contribution	
TDA	
FHWA PL (carryover)	
FHWA PL	
FTA Section 5303 (carryover)	
FTA Section 5303	
FTA Section 5304	
FTA Section 5305	
DMV	
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	
City of Woodlake	
County of Tulare	
Measure R	413,979
LAFCO	
TCAG Reserves	
SB1 Sustainable Community Grant	
Other Grants	
Total Revenues	413,979
Toll Credits(5303&Carryover) (Not Revenues)	
Toll Credits(PL&Carryover) (Not Revenues)	

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	244,979	26.1
City of Dinuba		
City of Exeter		
City of Farmersville	25,000	
City of Lindsay	33,000	
City of Porterville		
City of Tulare		
City of Visalia		
City of Woodlake		
County of Tulare		
Insurance		
Memberships	2,500	
Office Expense		
Consultant	85,500	
Publications and Legal Notice		
Training	2,000	
Transportation and Travel	3,000	
Print Services	3,500	
County Counsel	2,000	
Auditor	1,500	
Motorpool		
Rent		
Special Dept Expense	11,000	
Dues/Subscriptions		
Utilities		
Office Equipment		
Total Expenditures	413,979	26.1

All the Cities/County

Auditing Services for MR

Memberships

\$2,500 Self Help

Consultant

\$44,000 Audit Services

\$40,000 Financial Services

\$1,500 BLX Arbitrage Services

Training

2 Self Help Annual Conference/ 2 Self Help Qtrly mtgs

Transportation & Travel

2 Self Help Annual Conference/ 2 Self Help Qtrly mtgs

Special Dept Expense

\$1,000 Quarterly COC meetings

\$10,000 Veterans Transit Discount Program

This page intentionally left blank.

Tulare County Association of Governments

AGENDA ITEM VII-E

June 28, 2021

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

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

BACKGROUND:

The Tulare County Association of Governments invites the submission of proposals by qualified accounting firms to perform annual fiscal audits of the agency and the selected funds under its jurisdiction. The audits shall be made in accordance with generally accepted auditing standards and shall include all procedures necessary for the retention of an opinion regarding the fairness of the presentation of financial statements in accordance with generally accepted accounting principles.

DISCUSSION:

On March 18, 2021, TCAG staff sent out a Request for Proposal (RFP) to 50 firms for the preparation of the TCAG Fiscal Audits. The RFP identified \$86,000 as budgeted for the fiscal audit and \$15,000 for additional services as approved. Two (2) proposals were received. The proposals were from: Brown Armstrong CPAs of Bakersfield, and Price, Paige & Company, of Clovis. Staff recommended the selection of Brown Armstrong CPAs of Bakersfield, On May 17, 2021, Resolution No. 2021-133 the board authorized the selection of Brown Armstrong Accountancy Corporation to perform the audit and authorized the staff to enter into an agreement.

RECOMMENDATIONS:

As set forth in the attached draft resolution, reaffirm attached agreement with Brown Armstrong Accountancy Corporation for Audit services for FY 2020/2021, 2021/2022 and 2022/2023.

FISCAL IMPACT:

The TDA and TCAG audit budget was approved with the FY 21/22 Overall Work Program (OWP). The TCRTA audit will be funded by Measure R administration.

ATTACHMENTS:

1. Resolution reaffirming agreement with Brown Armstrong Accountancy Corporation.
2. Agreement with Brown Armstrong Accountancy Corporation for Audit services through 6/30/2024.

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

In the matter of:

REAFFIRMING THE PROFESSIONAL)	
SERVICES AGREEMENT WITH BROWN)	
ARMSTRONG FOR PREPARATION OF	)	Resolution No. 2021-xxx
THE TULARE COUNTY ASSOCIATION)	
OF GOVERNMENTS (TCAG) FISCAL AUDIT)	
FOR FISCAL YEARS 20/21, 21/22, 22/23)	

WHEREAS, on March 18, 2021, the Tulare County Association of Governments (TCAG) requested proposals for consultant services to prepare fiscal audits of the agency and selected funds under its jurisdiction for fiscal years 2020/21, FY 2021/22 and FY 2022/23; and

WHEREAS, two (2) qualified consulting firms submitted proposals to TCAG; and

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

WHEREAS, it was recommended to the TCAG Board of Governors by staff that Brown Armstrong CPA's, be awarded a contract to provide three years of auditing services for Tulare County Association of Governments for the amount not to exceed \$68,070 a year. Contract extension will be permitted on an annual basis for up to three years following, upon agreement by the TCAG Executive Director and Consultant. If needed, TCAG may also request additional services that fall within the scope of the contract that are not outlined within the Request for Proposal (RFP). Any additional services requested by TCAG will be paid up to an additional amount of \$15,000 per year with prior written approval of TCAG; and

WHEREAS, on May 17, 2021, Resolutions No. 2021-133, the TCAG board selected Brown Armstrong CPA's for preparation of the TCAG Fiscal Audit and authorized staff to prepare and negotiate a contract.

NOW, THEREFORE, BE IT RESOLVED, that the Tulare County Association of Governments reaffirms the agreement with Brown Armstrong Accountancy Corporation for professional audit services for FY 2020/2021, 2021/2022 and 2022/2023 for a not to exceed amount of \$68,070.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 28th day of June, 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

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2021, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California ("TCAG"), and Brown Armstrong Accountancy Corporation ("CONTRACTOR"). TCAG and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. WHEREAS, TCAG released a Request for Proposals (RFP) for preparation of the Fiscal Audits of the Agency and the selected funds under its jurisdiction and additional services (As Needed) for Fiscal Year's 2020/2021, 2021/2022 and 2022/2023, for a budgeted amount of \$86,000 and an additional amount of \$15,000 with prior written approval of TCAG and additional budget authority before costs are incurred. Contract extension will be permitted on an annual basis for up to three (3) years following, upon agreement by the TCAG Executive Director and Consultant; and

B. WHEREAS, A proposal was submitted by Brown Armstrong Accountancy Corporation to provide said services for the amount of \$68,070; and

C. WHEREAS, The TCAG Board approved Brown Armstrong Accountancy Corporation to prepare the Fiscal Audits of the Agency and the selected funds under its jurisdiction and additional services (As Needed) on May 17, 2021, Resolution No. 2021-133, in the amount of \$68,070.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of July 1, 2021, and expires at 11:59 PM on June 30, 2024, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

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

3. CONTRACT BUDGET AND PAYMENT FOR SERVICES: See attached **Exhibits B**

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

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

6. PROJECT STAFF: **Ms. Rosalva Flores, CPA** will be the Engagement Partner for this Project. **Mr. Thomas Young, CPA** will be the Technical Review Partner. **Mr. Ken Gill, CPA** will be the Engagement Manager. **Marglen Rojas, CPA candidate** will serve as the Engagement Senior. Other staff resources of the firm may be used as necessary.

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

<input type="checkbox"/>	Exhibit __	Additional terms and conditions for all federally funded contracts. This Exhibit can be viewed at [insert url].
<input type="checkbox"/>	Exhibit __	Additional terms and conditions specific to Federal Transit Administration (FTA)-funded contracts. This Exhibit can be viewed at [insert url]
<input type="checkbox"/>	Exhibit __	Disadvantaged Business Enterprise (DBE) Participation

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

TCAG:

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

CONTRACTOR:

Brown Armstrong Accountancy Corporation
Attn: Rosalva Flores
4200 Truxtun Ave., Suite 300
Bakersfield, Ca. 93309

Phone No.:(661) 324-4971
Fax No.: (661) 324-4997

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

10. SUBCONTRACTING: If this box is checked ☐ , CONTRACTOR has indicated it will utilize subcontractors to provide certain services related to this Agreement. CONTRACTOR has selected the following subcontractors (“Subcontractors”) to provide the goods or services related to the Agreement: **N/A**

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

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

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

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

Brown Armstrong Accountancy Corporation

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Date: _____

By _____

Pete Vander Poel III, Chairman

ATTEST: Ted Smalley
Executive Director

Exhibit A
Services to be Performed

The information shown below details the funds and agencies to be audited. Due dates of each audit report are noted in Exhibit C:

- I. The Audit shall include the following:
 - a. Annual Report of Financial Transactions of Transportation Planning Agencies, Commissions and Development Board.
 - b. Fiscal Audit of Tulare County Association of Governments.
 - c. Filing of the State Controllers report for Tulare County Association of Governments.
 - d. Fiscal Audit of Tulare County Regional Transit Agency.
 - e. Fiscal and Compliance Audit of Tulare County Association of Governments pursuant to the-Transportation Development Act (TDA) and according to the federal guidelines (OMB Circular A-128).
 - f. Fiscal and Compliance Audit of Local Transportation Funds (LTF) and State Transit Assistance Funds (STAF), as well as fiscal and compliance audit for up to nine (9) claimants of those funds pursuant to the Transportation Development Act.
 - g. Fiscal Audit of COS Student Transit Pass Program funding received by Tulare County Association of Governments
 - h. Fiscal Audit of State Subventions, Local Contributions and APCD Funds received by Tulare County Association of Governments.
 - i. The Fiscal examination shall include an evaluation of the system of internal control, a proper test of the accounting records and other financial records, and a review of the accounting system in operation. The audits of the TDA funds shall satisfy the specifications stated in California Code of Regulations Sections 6661, 6662, 6664, 6665, 6666, 6667, and 6751 and shall include determinations of compliance with the TDA and its administrative rules and regulations for TCAG.
 - j. The audit shall also include preparation of the annual Report of Financial Transactions of Transportation Planning Agencies, Commissions, and Development Boards pursuant to California Code of Regulations 6660.

Exhibit B
Contract Budget and Payment

The total all-inclusive maximum price along with hourly labor rates, administrative and overhead rates, and the profit rates for each staff working on the project for the TCAG audit is listed below.

All-Inclusive Maximum Price By Task				
Task	2020-2021	2021-2022	2022-2023	Total
TCAG	\$ 68,070	\$ 68,070	\$ 68,070	\$ 204,210
Total	\$ 68,070	\$ 68,070	\$ 68,070	\$ 204,210

Hourly Breakdown by Staff Level- TCAG			
	Hours	Rate	Amount
Partners	28	\$ 180	\$ 5,040
Managers	45	\$ 130	\$ 5,850
Supervisory Staff	120	\$ 110	\$13,200
Staff	478	\$ 85	\$40,630
Clerical	19	\$ 50	\$ 950
Out of pocket			\$ 600
Other funding review			\$ 1,800
Total	690		\$68,070

Reimbursement of Out-of-Pocket Costs

Brown Armstrong Accountancy Corporation will seek reimbursement for out-of-pocket expenses in addition to hourly fees for services provided. Reimbursable expenses include, but are not limited to, overnight delivery costs, color copying, outside printing and copying, and conference calls.

Exhibit B Continued

Billed as indicated below:

Billing entity	NTE	Billing Code
TCAG	28,530.00	601.02
TCRTA		825.01
County of Tulare	5,535.00	601.01
City of Visalia	5,535.00	601.01
City of Tulare	5,535.00	601.01
City of Porterville	5,535.00	601.01
City of Lindsay	2,760.00	601.01
City of Woodlake	2,820.00	601.01
City of Exeter	3,610.00	601.01
City of Farmersville	2,905.00	601.01
City of Dinuba	2,905.00	601.01
Sub Total	65,670.00	
Out of pocket exp	600.00	601.02
Other	1,800.00	601.02
Total Allocation	68,070.00	

**Exhibit D
Schedule**

- I. The results of each fiscal audit shall be reported in three (3) reports:
- a. Annual Report of Financial Transactions of Transportation Planning Agency, Commission and Development Board.

Due Dates

FY 2020/21:	December 31, 2021
FY 2021/22:	December 31, 2022
FY 2022/23:	December 31, 2023

- b. Audit of the Local Transportation Fund and the State Transit Assistance Fund as accounted for by the Tulare County Auditor

Due Dates

FY 2020/21:	December 31, 2021
FY 2021/22:	December 31, 2022
FY 2022/23:	December 31, 2023

- c. Agency audit that includes a fiscal audit of the Tulare County Association of Governments

Due Dates

FY 2020/21:	December 31, 2021
FY 2021/22:	December 31, 2022
FY 2022/23:	December 31, 2023

- d. Agency audit that includes a fiscal audit of the Tulare County Regional Transit Agency

Due Dates

FY 2020/21:	December 31, 2021
FY 2021/22:	December 31, 2022
FY 2022/23:	December 31, 2023

The consultant's work program shall include all necessary working meetings with TCAG staff. Consultant will provide two (2) copies of all reports and one (1) electronic copy to TCAG. All final reports may be shown on the TCAG web site at the discretion of TCAG staff. A final completion date for distribution of the audit is December 31st of each year and is mandatory.

This page intentionally left blank.

AGENDA ITEM VII-F

June 28, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

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

BACKGROUND:

TCAG is currently managing the administration of an awarded Caltrans Planning Grant for the preparation of the 2022 Visalia Short Range Transit Plan (SRTP). TCAG, in partnership with the City of Visalia, prepared a Request for Proposals to solicit consultant proposals for the preparation of the SRTP.

DISCUSSION:

In May, Moore & Associates was selected for preparation of the SRTP and staff was authorized to prepare an agreement for those services. Using the standard agreement and general terms for professional services contracts, an agreement was prepared and signed between TCAG and Moore & Associates for preparation of the SRTP. The project is grant-funded with an 11.47% match with \$104,863 budgeted for consultant services.

RECOMMENDATION:

Reaffirm agreement with Moore & Associates for preparation of the Visalia SRTP.

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 reaffirming agreement.
2. Professional Services Agreement.

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

In the matter of:

REAFFIRMATION OF AGREEMENT WITH)	
MOORE & ASSOCIATES FOR)	
PREPARATION OF THE 2022 VISALIA	)	Resolution No. 2021-xxx
SHORT RANGE TRANSIT PLAN)	

WHEREAS, on March 22, 2021, the Tulare County Association of Governments (TCAG) requested proposals for consultant services to prepare 2022 Visalia Short Range Transit Plan for a budget not to exceed \$110,000; and

WHEREAS, two 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, Moore & Associates submitted the highest scoring proposal; and

WHEREAS, TCAG staff was authorized to prepare and agreement with Moore & Associates for preparation of the Visalia Short Range Transit Plan for an amount not to exceed \$104,863.

NOW, THEREFORE, BE IT RESOLVED, that the agreement between TCAG and Moore & Associates to prepare the 2022 Visalia Short Range Transit Plan for an amount not to exceed \$104,863 is reaffirmed and included as part of this Resolution as Attachment A.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 28th day of June, 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 VISALIA TRANSIT SHORT RANGE TRANSIT PLAN**

THIS AGREEMENT ("Agreement") is entered into as of May 24, 2021, between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California ("TCAG"), and **Moore & Associates, 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 Visalia Transit Short Range Transit Plan (Visalia SRTP); and
- B. WHEREAS, TCAG requested proposals from qualified firms to prepare the Visalia SRTP; and
- C. WHEREAS, proposals were received and evaluated per TCAG's adopted procurement process; and
- D. WHEREAS, TCAG selected Moore & Associates, Inc. for the preparation of the Visalia SRTP.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of May 24, 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**.

Payment to contractor will be made upon successful completion of specific work orders as invoiced by the consultant with a 10% retention withheld. Retention will be released at the completion of all tasks. Pre-award expenses shall not be allowed. Cash advances will not be available.

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: Jim Moore shall be the Principal in Charge and 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.

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

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.

<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 checked="" type="checkbox"/>	Exhibit G	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

MOORE & ASSOCIATES, INC.:

Stephanie Roberts
25852 McBean Pkwy, #187
Valencia, CA 91355
Phone No.: (888) 743-5977

(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: TJKM Transportation Consultants. 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

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

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.

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.

MOORE & ASSOCIATES, INC.

Date: 6/10/2021

By [Signature]

Print Name JIM MOORE

Title VICE PRESIDENT

Date: 6/10/2021

By [Signature]

Print Name ALLISON MOORE

Title CORPORATE SECRETARY

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Date: 6/14/21

By [Signature]

Ted Smalley
Executive Director

Section 7 | Methodology

Moore & Associates' project methodology includes a combination of document and data review, on-site observations, rider and community outreach, and frequent interaction with TCAG and City staff. Collectively this translates to a project approach that effectively addresses the requirements of TCAG's Scope of Work.

Task 1: Project Kickoff and Visioning

Task 1.1: Conduct Project Kickoff Meeting

Following receipt of TCAG's Notice to Proceed, our project team will coordinate and facilitate an in-person project initiation meeting with TCAG, the City of Visalia, Caltrans, and other project stakeholders as identified by TCAG. The purpose of the meeting is to achieve consensus regarding project goals, key deliverables, project schedule and budget, and other specifics of our proposed work plan. At this meeting, our project team will be prepared to discuss key program challenges, review any existing long-term goals and objectives for public transit throughout the Visalia Transit service area, discuss historic data or insights which have bearing on the project, request initial operating and financial data and planning documents, clarify TCAG and City project roles and responsibilities, and finalize communications protocols. All in-person activities will be conducted in compliance with CDC guidelines related to COVID-19 in effect at that time.

Task 1.2: Conduct Initial Tour of Study Area

Following the project initiation meeting, our project team will conduct a half-day "familiarization tour" of the Visalia Transit's service area hosted by TCAG and City staff. This tour would enable our project team to gain first-hand insight into the current operating environment as well as key activity centers, planned development, geographic constraints or challenges, and other community specifics relevant to this project. While our proposed project team is already familiar with the service area given our prior work in Visalia, this activity is intended to bring us up-to-date regarding current conditions as well as new and emerging development areas. The tour will also include site walks of existing transit infrastructure, including the Visalia Transit Center and the City's Operations and Maintenance facility, Administrative Building, and CNG facility.

Within three business days of the project initiation meeting, our project manager will submit summaries of the meeting discussion and familiarization tour to TCAG's project manager for review and comment. Our summary will also identify a list of near-term action items.

Task 1.3: Conduct Visioning Workshop

To further enhance our project team's understanding of Visalia's vision for public transit, we will facilitate a series of visioning workshops with City staff, community stakeholders, and the general public at approximately the 30 percent point in the project. Held in conjunction with Task 4.1 (development of a needs assessment report), these sessions will invite participants to take a short survey, provide first-hand feedback regarding transit service needs, and learn more about the project. We anticipate holding at least three workshop sessions in various locations throughout Visalia to facilitate community participation. We

also recommend at least one virtual workshop for those who may not be able to attend a workshop in person or who are still hesitant to attend in-person events. Potential locations for these workshops may include Visalia city hall, College of the Sequoias, Visalia community centers or senior center (provided they are open and available for use at the time of the workshops), and local schools.

Deliverables: Project initiation meeting agenda, notes, and attendance sheet; summary of study area tour; and visioning workshop sign-in sheet and discussion summary.

Task 2: Update Goals, Objectives, and Standards

Task 2.1: Review and Evaluate Existing Goals, Objectives, and Standards

The 2017 Short Range Transit Plan identified four goals for Visalia Transit, which were carried forward from the prior SRTP as they were still considered to be relevant. These were:

1. Operate a high-quality public transportation system (safe, reliable, effective, efficient, and accessible).
2. Meet the growing demand for new services and implement innovative and cost-effective solutions to meet the increasing public transportation needs of the community.
3. Provide leadership in public transportation for the city, nearby communities, and the industry.
4. Educate the public about transit services in the area and the benefits of public transportation to the community and individuals.

The 2017 SRTP further broke down performance measures by mode and type, setting forth measures and standards for a series of key indicators reflective of performance, design, outcomes, and other initiatives. Key indicators included:

- Cost efficiency
- Service effectiveness
- Cost effectiveness
- Service coverage
- Service span
- Service frequency (fixed-route)
- Average wait-time (dial-a-ride)
- Loading condition
- Transit travel time
- Ridership growth
- Reliability (on-time performance)
- Safety
- Customer service

In conducting Task 2.1, our project team will objectively and comprehensively review these goals, objectives, standards, and performance measures across the past three fiscal years. We believe it is important to review performance utilizing pre-COVID data as well as later data to gain a better understanding of where performance currently lies, given the likely operational impacts of the COVID-19 pandemic.

Task 2.2: Update Performance Indicators, Measures, and Standards as Necessary

Once our project team has evaluated the goals, objectives, standards, and performance measures as part of Task 2.1, we will prepare updated measures and standards as necessary. Working with TCAG, the City,

and Caltrans, we will determine when a metric should be updated as well as when improvement to service is necessary to meet an existing standard. Given the performance standards presented in the 2017 SRTP were all created prior to the COVID-19 pandemic, it will be essential to differentiate which ones must be re-evaluated to reflect continuing changes due to COVID versus those which will continue to remain relevant despite changes in the community's mobility needs and priorities as well as changes in transit service offerings.

The deliverable for Task 2 will be Technical Memo #1, which will detail Moore & Associates' analysis of goals, objectives, performance measures, and standards for Visalia Transit as well as any recommended changes. This technical memo will ultimately be incorporated into the draft SRTP report.

Deliverable: Technical Memo #1 – Goals, Objectives, and Standards.

Task 3: Conduct Service Evaluation

Task 3.1: Conduct Onboard and Opinion Surveys

An onboard and opinion survey targeting riders and non-riders will be completed to gain input from the community, whether they currently use Visalia Transit or not. Feedback from non-riders is especially valuable as it can reveal actual or perceived barriers to transit use within the community. In the current environment, with travel patterns in flux due to COVID, gaining direct insight as to how perceptions of transit may have changed across the past year is especially important.

In light of current social distancing guidelines and stay-at-home orders, Moore & Associates proposes to offer a variety of methodologies to engage the greatest number of individuals. These methodologies include in-person distribution of surveys at the Visalia Transit Center, onboard transit vehicles, and at community events. We also recommend promotion of an online survey that can be completed in lieu of a paper survey during survey fielding as well as be promoted using the City's regular communication and promotional channels.

Onboard and transit center surveying will take place within a single calendar week reflecting "normal" operations (e.g., no holidays and schools are in sessions). Given the estimated project start date of June 2021, rider surveying will likely need to be postponed until September 2021 so that both pre-college and college students will (presumably) be back on campus. While it is impossible to cover every trip on every route, we propose supplementing onboard and Transit Center survey distribution by preparing car cards with a QR code for the survey to be displayed onboard all transit vehicles. We believe this will broaden the reach of the survey considerably.

Participation in community events will depend largely on what events are taking place during summer and early fall 2021. If few or no appropriate events are available during this timeframe, we propose conducting a series of pop-up events at a variety of locations throughout the Visalia Transit service area to obtain survey responses from non-riders.

Both the physical/paper and online survey instruments will be bilingual (English and Spanish). We recommend offering a modest incentive (such as a random drawing for VISA gift cards) to encourage participation.

In addition to the onboard and opinion survey, we recommend conducting a survey of registered Visalia Transit Dial-A-Ride customers who have used the service in the past year. This would include a direct mail distribution of up to 500 bilingual surveys tailored specifically for Dial-A-Ride customers. As appropriate (such as demographics, etc.), questions will be consistent with those on the onboard and opinion survey to facilitate comparisons. Each survey would be printed using a larger font and would be accompanied by a postage-paid response envelope.

Both surveys will be available for completion at the visioning workshops as well. Data and findings will be provided in Technical Memo #2, which will subsequently be incorporated into the draft SRTP project report.

Task 3.2: Review Fare Structure

Task 3.2 includes a thorough review of Visalia Transit's current fare structure and policies, including base fares, reduced fares, and fare media. Our project team will look at recent trends in fare revenues and farebox recovery ratios, both through fare revenues alone and when combined with other local support measures. We will also assess the impact of any potential/proposed fare changes taking into account standard fare elasticity. The results of this review will be included in Technical Memo #3, which will subsequently be incorporated in the draft SRTP project report.

Task 3.3: Evaluation of System Performance

Our project team will employ a combination of data review and direct observation to develop a comprehensive assessment of current system performance. We will work with Visalia Transit staff to obtain data collected through the Syncromatics platform, as well as any other relevant data collected by First Transit. We anticipate First Transit being able to provide comprehensive data for two full fiscal years (FY 2018/19 and FY 2019/20), with a third fiscal year (FY 2020/21) becoming available within a few months of project start. We will use data provided by the City as the initial foundation for a quantitative evaluation/analysis, and build upon that with additional (or confirming) data as warranted.

Performance components to be evaluated within this task include, at a minimum, ridership, on-time performance, load, and wait time (for Dial-A-Ride). Individual route, mode, and system performance will be broken down by service day (weekday vs. weekend) and day-part. Our team will also look at transfer point efficiency, incidence of transfers, trip types, fare payment, and ridership by trip. Data collected in this task will also be used for evaluation activities in Task 2 (Goals, Objectives, and Standards) and Task 3.5 (Progress in Achieving Service Standards).

Task 3.4: Analyze Patronage and Service Costs

Task 3.4 includes an analysis of ridership and cost metrics. This includes calculation of operating cost per vehicle revenue hour, operating cost per vehicle revenue mile, and operating cost per passenger as well as a review of patronage by passenger type (assuming such detailed data is available from First Transit). The results of this analysis will be included in Technical Memo #3.

Task 3.5: Evaluate Progress in Achieving Service Standards

Task 3.5 is a continuation of the evaluation of service standards begun in Task 2. This will assess the City's progress toward meeting the adopted transit service standards, along with assessments of why a standard may not have been met, whether standards were being met prior to COVID-19, and the impact not meeting the service standard. The results of this evaluation will be incorporated into Technical Memo #3.

Task 3.6: Evaluate Existing Organizational Structure

In Task 3.6, our project team will evaluate the City's current transit organizational structure to determine if it remains effective with respect to FTA Section 5307 funding requirements, operational needs, and funding demands. While Section 5307 does not specify individual positions or staffing levels, it does require recipients to, among other things, have the legal, financial, and technical ability to carry out the program (including safety and security); have satisfactory continuing control over the use of equipment and facilities; and maintain equipment and facilities in accordance with the transit asset management plan. We will analyze current staffing levels (both for the City and the operations contractor) to ensure all functions are appropriately staffed and that the City meets all requirements under Section 5307 with respect to its organization. The results of this evaluation will be included in Technical Memo #3.

Task 3.7: Evaluate Facilities and Equipment

In this task, Moore & Associates will evaluate the City's transit facilities, equipment, and technology for efficiency and deficiencies. This evaluation will include a review of the most recent Transit Asset Management (TAM) Plan and facility/equipment evaluations, a walk-through of transit facilities, functional examination of technologies, and interviews with City and contractor staff who use and maintain the facilities and equipment. This will provide our project team with insight as to anticipated timelines for facility or equipment rehabilitation or replacement (which may or may not occur during the horizon of the SRTP), functionality and compatibility of technology, and opportunities to introduce new technologies.

Deliverables: Onboard and opinion survey instrument; Dial-A-Ride survey instrument; Technical Memo #2 – Survey Summary; Technical Memo #3 – System Performance Analysis (inclusive of Tasks 3.2, 3.3, 3.4, 3.5, and 3.6); and Technical Memo #4 – Facilities and Equipment Analysis.

Task 4: Needs Assessment and Development of Expansion Options

Task 4.1: Develop a Needs Assessment Report

In Task 4.1, we will approach development of a needs assessment from two perspectives. The first is identification of those needs explicitly expressed by members of the community, project stakeholders, elected officials, City/Transit staff, and TCAG staff; directly observed by our project team; revealed through an analysis of system performance; or included in the recent Unmet Transit Needs process. While not all needs expressed during the course of the project will ultimately be addressed (for example, a request for service that benefits a numerically limited group of individuals for a significant cost), they will be reviewed as part of the needs assessment.

The second component of the needs assessment is an analysis of latent transportation needs based on community demographics and mobility needs forecasting (e.g., aging in place). Historically, transit-

dependent populations have included seniors, youth, persons with disabilities, and low-income individuals. Changes in demographics related to these target groups can offer insight into future mobility and transit needs. Our analysis will also consider current and planned land uses to identify future commercial and residential developments that are likely to need transit service. Consequently, the needs assessment will include an analysis of existing conditions specific to demographic trends across the past decade and changes in land use across the next five to ten years.

The needs assessment report will be provided as Technical Memo #5 and ultimately incorporated into the draft SRTP project report.

Task 4.2: Prepare Recommendations for Service Adjustments and Expansion

Using the needs assessment as guidance, our project team will prepare a matrix of service recommendations for discussion with TCAG and City staff. Our typical approach is to present recommendations as a menu of scenarios, as administrative or policy-related recommendations may be relevant regardless of changes to the service itself. All recommendations will cite the catalyst for the recommendation, be it community input, support for a system goal or objective, an observed deficiency, etc. Cost estimates will be calculated for each preliminary recommendation, as return on investment will be a consideration for inclusion of a recommendation in the Operations Plan in Task 5.

As stipulated in TCAG's Request for Proposals, development of recommendations will take into account opportunities for coordination with other jurisdictions within the UZA as well as College of the Sequoias as well as future land-use.

Preliminary service recommendations will be identified in Technical Memo #6. Some recommendations may be eliminated prior to preparation of the Operations Plan contingent upon feedback received from TCAG and City staff.

Deliverables: Technical Memo #5 – Needs Assessment Report and Technical Memo #6 – Service Recommendations.

Task 5: Operations Plan

Task 5.1: Create an Operations Plan

Data and deliverables developed during Tasks 2 through 4 will be utilized to prepare a five-year Operations Plan for Visalia Transit. The Operations Plan will include a detailed approach to implementation of the preferred recommendations arising from Task 4.2, which may include (but not limited to) changes regarding fares and/or fare policies, service levels, routing, policies, interagency fare and/or operating agreements, spare ratios, technology, regional coordination, and organizational structure/staffing. Recommendations included in the Operations Plan will be prioritized based on factors such as lead time needed, complexity, cost, and availability of funding. The Operations Plan will be detailed in Technical Memo #7, which will ultimately be incorporated into the draft SRTP project report.

Deliverable: Technical Memo #7 – Operations Plan.

Task 6: Capital and Financial Plans

Task 6.1: Prepare Capital Plan

The Capital Plan will comprehensively identify and evaluate all capital expenditures needed to support the current and recommended Visalia Transit system, including vehicle costs, fleet operations, facility maintenance, etc. Each capital cost will identify the year of implementation as well as the most-likely funding source(s). Capital requirements for service expansion will calculate anticipated benefits (i.e., ROI), including increased ridership and/or improved access to employment, schools/training, healthcare, etc. Requirements of funding sources (i.e., local match) for sources such as FTA Section 5307 will be taken into consideration in creating the Capital Plan.

Task 6.2: Prepare Financial Plan

Task 6.2 will begin with the development of a status quo (baseline) Financial Plan for Visalia Transit. Doing so will enable our project team to effectively quantify the cost impacts of each recommendation, as well as to offer alternate scenarios depending on when a particular recommendation is implemented.

The Financial Plan will also review current, potential, and likely funding sources as well as constraints and other requirements for those funds. The Capital Plan will be incorporated into the Financial Plan as well to provide a holistic snapshot of operating and capital costs and revenues.

Both the Capital and Financial Plans will be detailed in Technical Memo #8, which will ultimately be incorporated into the draft SRTP project report.

Deliverable: Technical Memo #8 – Capital and Financial Plans.

Task 7: Draft Short Range Transit Plan

Task 7.1: Draft SRTP

The draft SRTP will incorporate interim deliverables developed throughout the course of the first six tasks into a single cohesive document. Given each interim deliverable will have been reviewed and finalized as part of the individual project task/steps, we anticipate preparation of the draft SRTP will be relatively quick and absent potential surprises. The draft SRTP will consist of the following sections:

1. Executive Summary;
2. Goals, Objectives, and Standards;
3. System Performance Analysis;
4. Community Engagement;
5. Needs Assessment;
6. Preliminary Service Recommendations;
7. Operations Plan; and
8. Capital and Financial Plan.

The report appendices will include survey instruments and simple frequencies, sign-in sheets, meeting notes, presentations, and other relevant information to support the SRTP project report.

Following completion of the draft SRTP project report, and after an appropriate internal review period, we recommend conducting an in-person table-read of the full document with TCAG, City, and Caltrans staff prior to presentation of the draft SRTP project report to the Visalia city council. Doing so will streamline finalization of the draft report, as any issues or concerns can be addressed at that time and conflicting directions can be easily resolved.

Following the proposed table-read, Moore & Associates will finalize the draft SRTP project report and present it to the Visalia city council. Our project team will develop a PowerPoint to support the presentation. We also recommend a two-week public review period prior to the presentation, during which the Visalia community will have an opportunity to submit feedback.

Deliverables: Draft SRTP project report, table-read, City Council presentation.

Task 8: Final Short Range Transit Plan

Task 8.1: Final SRTP

Preparation of the final SRTP project report will include incorporation of any additional comments received following the city council presentation, either from elected officials, staff, or the community at-large. The final SRTP will be presented to the city council for approval and adoption. An electronic (.pdf) copy of the final SRTP will be provided to the City, TCAG, and Caltrans. Printed copies of the report will also be provided upon request.

Deliverables: Final SRTP project report, City Council presentation.

Section 9 | Project Costs

LINE ITEM BUDGET																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Moore & Associates, Inc. 25852 McBean Pkwy #187 Valencia, CA 91355 661.253.1277 www.moore-associates.net April 19, 2021				Visalia Transit Short Range Transit Plan																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
Title of Project:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Cost Categories	(b)	(c)		(d)		(e)		(f)		(g)		(h)		(i)		(j)		(k)		(l)		(m)		(n)		(o)		(p)		(q)		(r)		(s)		(t)		(u)		(v)		(w)		(x)		(y)		(z)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
		Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Task 8		Grand Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours

EXHIBIT C
PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

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

A. Minimum Scope & Limits of Insurance

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

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *TCAG and the COUNTY OF TULARE, their 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 TCAG and the COUNTY OF TULARE, their officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by TCAG or THE COUNTY OF TULARE, their officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to TCAG and the COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the TCAG or the COUNTY has received a waiver of subrogation endorsement from the insurer.*

- d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to TCAG.*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of TCAG and the COUNTY OF TULARE for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against TCAG and the COUNTY, their 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
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the TULARE COUNTY Risk Manager for approval.
- 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 TCAG, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to TULARE COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. TCAG and the COUNTY reserve the right to require certified copies of all required insurance policies at any time.

Project Schedule

TASKS	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
	7 14 21 28	5 12 19 26	2 9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22 29	6 13 20 27	3 10 17 24 31	7 14 21 28	4 11 18 25	2 9 16 23 30	
Task 1: Project Kickoff and Visioning												
Task 1.1: Conduct Project Kickoff Meeting												
Task 1.2: Conduct Initial Tour of Service Area												
Task 1.3: Conduct Visioning Workshop												
Task 2: Update Goals, Objectives, and Standards												
Task 2.1: Review and Evaluate Existing Goals, Objectives, and Standards												
Task 2.2: Update Performance Indicators, Measures, and Standards												
Task 3: Conduct Service Evaluation												
Task 3.1: Conduct Onboard and Opinion Surveys												
Task 3.2: Review Fare Structure												
Task 3.3: Evaluation of System Performance												
Task 3.4: Analyze Patronage and Service Costs												
Task 3.5: Evaluate Progress in Achieving Service Standards												
Task 3.6: Evaluate Existing Organizational Structure												
Task 3.7: Evaluate Facilities and Equipment												
Task 4: Needs Assessment and Development of Expansion Options												
Task 4.1: Develop a Needs Assessment Report												
Task 4.2: Prepare Recommendations for Service Adjustments and Expansion												
Task 5: Operations Plan												
Task 5.1: Create an Operations Plan												
Task 6: Capital and Financial Plans												
Task 6.1: Prepare Capital Plan												
Task 6.2: Prepare Financial Plan												
Task 7: Draft Short Range Transit Plan												
Task 7.1: Draft SRTP												
Task 8: Final Short Range Transit Plan												
Task 8.1: Final SRTP												
PROJECT MILESTONES												
Notice to Proceed												
Project kickoff meeting and study area tour												
Monthly Progress Report												
Technical Memo #1 - Goals, Objectives, and Standards												
Visioning workshops												
Onboard and opinion surveys												
Dial-A-Ride survey												
Technical Memo #2 - Survey Summary												
Technical Memo #3 - System Performance Analysis												
Facility/equipment site visit												
Technical Memo #4 - Facilities and Equipment Analysis												
Technical Memo #5 - Needs Assessment Report												
Technical Memo #6 - Service Recommendations												
Technical Memo #7 - Operations Plan												
Technical Memo #8 - Capital and Financial Plans												
Draft Short Range Transit Plan												
In-person table-read												
Public review period												
City Council presentation												
Final Short Range Transit Plan												
City Council presentation												
Project completion												

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

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

13. TERMINATION:

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

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

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

In addition, TCAG may terminate this Agreement based on:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, TCAG is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this

Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of TCAG, which consent TCAG may grant, delay, deny, or condition in its absolute discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

(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.

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

(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

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

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

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

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.

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

Upon request by TCAG, CONTRACTOR must make available a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with 49 CFR Part 26.

Exhibit G

ÖÜÖXÖPVOÖÖÓWÜÖÖÜÜÖPVOÜÜÜÖÖÖÖÖÖÜÖVÖÖÖÖVÖPÁ

V@Á||, ā*Á^!&}óĀDĀ-Ácā&•ÁāĀ^&{]^}•ā}ĀāĀÖÖÖÁ{•Ē

ÃÖÖÖÁJāāā}ĀĤĀĀFIĒFĒD

TJKM Transportation Consultants, Inc.

ÖÖÖÖ[{] æ ^ Á

4305 Hacienda Dr, Ste 550, Pleasanton, CA 94588

Öāā!^••Á

ÁÁ

This page intentionally left blank.

AGENDA ITEM VII-G

June 28, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

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

BACKGROUND:

Eight member agencies have entered into a Joint Powers Agreement for the creation of the Tulare County Regional Transit Agency. This occurred after a culmination of planning and analysis, and initial implementation activities are underway. In 2019 TCAG approved an agreement with SBLB, LLC. for on-call transit services for an amount not to exceed \$45,000.

DISCUSSION:

The SBLB, LLC. consultant team has extensive, specialized experience in the implementation of new transit agencies in addition to experience in all aspects of transit operations and management. SBLB, LLC. has assisted TCAG and the TCRTA on a number of items in the last year and a half and many are underway and in development. In addition to providing guidance on formation (such as working with the Federal Transit Administration and handling contractor agreements reassignment), SBLB, LLC. has prepared documents and analysis on a number of items, such as the potential for free fares, and will be assisting on the major task of preparing a Request for Proposals for consolidated transit operations, as examples of the needed assistance. Initially hired to help coordinate the development of the TCRTA on behalf of TCAG, the firm is primarily assisting TCRTA at this time and tasks will be funded by the TCRTA budget as appropriate.

This agreement falls under the TCAG sole source policy. The adopted policy allows for sole sourcing for amounts of \$50,000 or less with at least one of the conditions below. All conditions apply to the renewal of this agreement.

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.

Staff recommends that the existing approved agreement be renewed for fiscal year 2021/2022 with a budget not to exceed \$45,000. It is expected that the TCRTA will release a Request for Proposals to continue this or similar professional services in 2022.

RECOMMENDATION:

Authorize TCAG Director to renew the on-call agreement with SBLB, LLC. for transit services for an amount not to exceed \$45,000.

FISCAL IMPACT:

The vast majority of tasks would be performed for and funded by the TCRTA. Any tasks requested in service to TCAG would be funded by TCAG reserves.

ATTACHMENT:

1. Resolution Renewing On-Call Services

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

In the matter of:

RENEWING AGREEMENT WITH SBLB, LLC)	
FOR TRANSIT SERVICES FOR AN AMOUNT	)	Resolution No. 2021-xxx
NOT TO EXCEED \$45,000)	

WHEREAS, the Tulare County Association of Governments (TCAG) is a Regional Transportation Planning Agency, Metropolitan Planning Organization, and regional Council of Governments; and

WHEREAS, the Tulare County Association of Governments (TCAG) procured a consultant to review and make recommendations regional transit coordination; and

WHEREAS, SBLB, LLC. was previously retained to provide on-call transit services; and

WHEREAS, retaining SBLB, LLC. for professional services meets all requirements of TCAG's adopted sole source policy; and

WHEREAS, the Tulare County Regional Transit Agency requires assistance that is underway and planned by SBLB, LLC. for its full establishment and initiation of transit services.

NOW, THEREFORE, BE IT RESOLVED, that the SBLB, LLC. agreement shall be renewed for on-call transit services for fiscal year 2021/22 in an amount not to exceed \$45,000.

The foregoing Resolution was adopted upon the motion of Member _____, seconded by Member _____, at a regular meeting on the 28th day of June, 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

This page intentionally left blank.

Tulare County Association of Governments

AGENDA ITEM VII-H

June 28, 2021

Prepared by Benjamin A. Kimball, TCAG Staff

SUBJECT:

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

BACKGROUND:

The Tulare County Association of Governments (TCAG) works with the Politico Group on a number of statewide lobbying efforts that include working with state partners on legislation, policy, program guidelines, and project funding.

TCAG, Madera CTC and Merced COG have initiated an effort to bring more attention to State Route 99 and encourage the state to help complete the widening project that began years ago. The effort will be known as the "Finish the 99." It should be noted that Tulare County has the longest gap in the system that has not been completed. In order to do the work, the coalition has requested to use the services of the Politico Group under the TCAG contract. This requires an amendment to the contract to include the additional scope of work.

Partner Kiana Valentine is the primary personnel assigned to the SR 99 Special Project and brings extensive and directly relevant policy, coalition building, and advocacy expertise. During her career working on transportation, housing, land use, and climate change matters, she has built and lead numerous coalition efforts ranging in size from a small group of local government organizations advocating on specific bill to large coalitions such as the Fix Our Roads Coalition that advocated for, and helped negotiate, the successful passage of SB 1. Her experience, expertise, and strong relationships help deliver positive results on the SR 99 Special Project.

DISCUSSION:

Our partners at the Madera CTC and Merced COG have agreed 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.

SCOPE OF SERVICES

Build and maintain a website for the valley-wide SR 99 Special Project advocacy efforts.

COST

A one-time fee of \$3,500 for the SR 99 Special Project, including the scope of services, for work completed through December 31, 2021. An additional year is anticipated in terms of updating and maintaining the website. TCAG Staff will evaluate the need and costs for a second year when the time comes.

RECOMMENDATIONS:

Adopt a resolution approving the proposed change in project scope and cost.

FISCAL IMPACT:

Costs for the work will be paid from TCAG. Madera CTC and Merced COG have verbally agreed to financially support the effort as well. No additional costs will be added to the 2021/22 Overall Work Program (OWP).

ATTACHMENTS:

1. Resolution to approve a change in project scope and cost.

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

In the matter of:

AMENDING CONTRACT FOR THE)	
POLITICO GROUP TO PROVIDE	)	Resolution No. 2021-xxx
ADDITIONAL VALLEY-WIDE ADVOCACY)	
FOR STATE ROUTE 99)	

WHEREAS, the Tulare County Association of Governments (TCAG) agreed to retain the services of the Politico Group to provide lobbying services; and

WHEREAS, the San Joaquin Valley Policy Council has requested to add to the contract to include additional valley-wide advocacy for State Route 99.

WHEREAS, the San Joaquin Valley Policy Council will provide the necessary funding for the additional scope of work; and

WHEREAS, the TCAG Board of Governors seeks to increase state awareness of the issues on State Route 99 and make improvements; and

WHEREAS, at the April 19, 2021 TCAG Board Meeting, the TCAG Board of Governors approved a contract with the Politico Group to provide this service; and

WHEREAS, there was an additional request to have the Politico Group create a website for the Valley Regions involved, and

WHEREAS, the costs for this website proposal will be shared between TCAG, the Merced County Association of Governments, and the Madera Transportation Commission.

NOW, THEREFORE, BE IT RESOLVED that the TCAG Board of Governors Chairman is hereby authorized to amend the contract with the Politico Group to include:

SCOPE OF SERVICES

Build and maintain a website for the Valley-Wide Advocacy efforts.

RETAINER

A retainer of \$3,500 for the SR 99 Special Project website, including the aforementioned scope of services, for work completed through December 31, 2021.

The foregoing Resolution was adopted upon motion of _____, seconded by Member _____, at a regular meeting held on the 28th day of June, 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

AGENDA ITEM VIII-A

June 28, 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 trip to Washington D.C.

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

ATTACHMENT(S):

None

This page intentionally left blank.

AGENDA ITEM VIII-F

June 28, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

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

BACKGROUND:

Cross Valley Corridor Plan

In 2018, TCAG approved the Cross Valley Corridor (CVC) Plan. This plan analyzed connectivity across Tulare and Kings Counties, from Porterville to Huron, along existing rail in the CVC. In addition to looking at the rail corridor itself, the plan focused on multi-modal access to future service along the rail line, paying particular attention to connectivity to a future High Speed Rail station in Kings County. The plan evaluated adding stations/transit centers in Farmersville, Exeter, and Lindsay, and made recommendations for alterations to the existing Visalia and Porterville transit centers. There is much more information in the plan, which can be found here: <https://tularecog.org/tcag/planning/transit-planning/transit-plans/cross-valley-corridor-plan/cross-valley-corridor-plan/>.

San Joaquin Joint Powers Authority

TCAG is a member of the San Joaquin Joint Powers Authority (SJJPA). The SJJPA manages the Amtrak San Joaquin's intercity passenger rail service that runs from Bakersfield in the south, through Hanford, Fresno, Modesto, and branches off to both Sacramento and Oakland at its northern ends, with various stops in between.

In May, TCAG heard a presentation from SJJPA staff on their planning efforts to connect public transit in the southern San Joaquin Valley region. Particularly in Tulare and Kings Counties, a combination of transit along the CVC and bus connections to cities that aren't on the corridor can provide efficient, integrated transit service and improved rail access for residents in Tulare County. Attachment 1 is a map of what that service could look like.

DISCUSSION:

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. 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. A Memorandum of Understanding is being prepared for proposal to the various agencies mentioned above and is tentatively scheduled for presentation to the TCAG Board in August.

There are a number of possible grant funding opportunities available for this effort. Funding could support a number of investments and/or components of this project, such as detailed system planning and analysis, capital funds for stations, or transit operations subsidies for the initial phases of implementation.

RECOMMENDATION:

Authorize staff to participate in grant applications to support Cross Valley Corridor and San Joaquin Joint Powers Authority regional transportation investments.

FISCAL IMPACT:

No fiscal impact to TCAG operations.

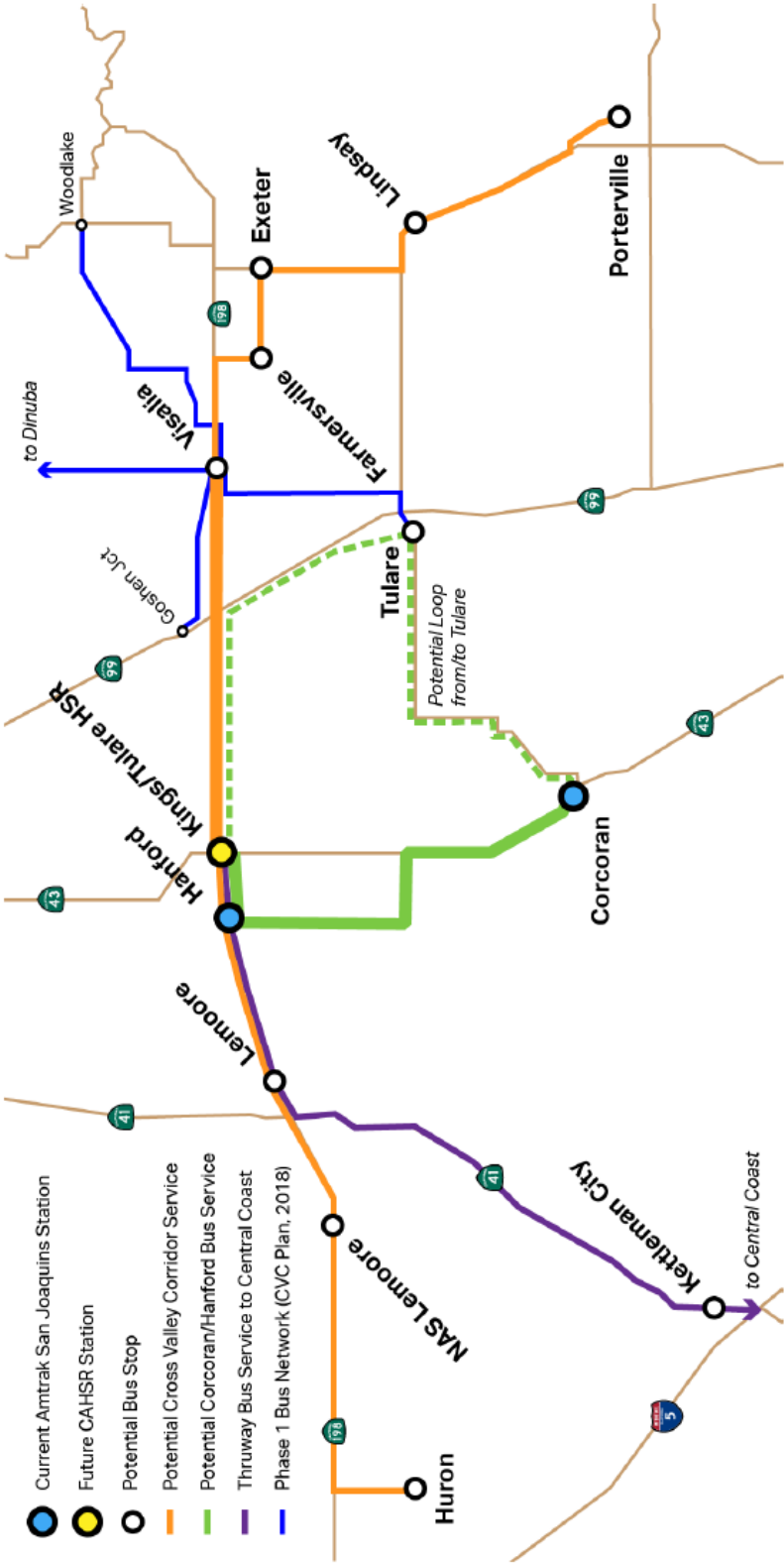
ATTACHMENT:

1. Sketch of the possible future bus network in Kings and Tulare Counties.



San Joaquin Joint Powers Authority

Possible Future Bus Network in Kings and Tulare Counties



This page intentionally left blank.

AGENDA ITEM VIII-G

June 28, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Consultant Selection 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 April, TCAG released a Request for Proposals (RFP) for the City of Farmersville Complete Streets and Multimodal Access Study. The budget for the project is \$150,000. Four proposals were received. All met the proposal requirements and came in at or under budget. Proposal scoring was out of 105 points; interviews were scored out of 100 points. Results of proposal scoring and interviews are as follows:

	4Creeks	GHD	TJKM	Green DOT Transportation Solutions
Average Proposal Score	91.50	84.25	88.75	83.00
Average Interview Score	96.00	80.00	72.00	92.00
Total	187.50	164.25	160.75	175.00
Cost	\$150,000	\$150,000	\$149,951	\$146,600

RECOMMENDATION:

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.

FISCAL IMPACT:

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

ATTACHMENT:

1. Resolution approving consultant selection.

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

In the matter of:

SELECTION OF 4Creeks FOR)	
PREPARATION OF THE FARMERSVILLE)	
COMPLETE STREETS AND MULTIMODAL	)	Resolution No. 2021-xxx
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.

NOW, THEREFORE, BE IT RESOLVED, that TCAG staff is authorized to prepare and negotiate a contract with 4Creeks to prepare the City of Farmersville Complete Streets and Multimodal Access Study for an amount not to exceed \$150,000.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 28th day of June, 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

AGENDA ITEM VIII-H

June 28, 2021

Prepared by Brideget Moore, TCAG Staff

SUBJECT:

Information: Vacancy of 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:

Member-At-Large Position No. 2 became vacant upon Mr. Walter Stammer's resignation June 14, 2021.

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.

YEAR TERM EXPIRES

December 31, 2022

POSITION NUMBER

#2

APPOINTEE

Member At Large

RECOMMENDATION:

No action required at this time.

ATTACHMENT:

None

Work Element: 601.02 TCAG Administration

This page intentionally left blank.

AGENDA ITEM VIII-I

June 28, 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:

At the May 17, 2021 meeting of the TCRTA, the Board appointed Richard Tree as the first Executive Director of the transit agency. His official start date is June 21, 2021. The TCRTA and the City of Porterville are working on a Memorandum of Understanding (MOU) that would authorize Mr. Tree to assist the City of Porterville in tasks he was managing as a previous city employee during this transition period.

The TCRTA is also working on a number of other MOUs, such as an MOU with the City of Visalia on working together in the Urbanized Area, an MOU with TCAG regarding federal planning and programming requirements, and an MOU with the San Joaquin Joint Powers Authority to explore service options in the region to connect riders in Tulare County to existing and future rail service.

As of July 1, 2021 transit operations of Tulare Intermodal Express (TIME), Dinuba Transit, and Woodlake Dial-a-Ride will be transferred to the TCRTA. This is a complex undertaking and the TCRTA, Tulare, Dinuba, Woodlake, Caltrans, and FTA are working together and communicating on this transit operations transfer process.

ATTACHMENT:

None

This page intentionally left blank.

AGENDA ITEM XI-A

June 28, 2021

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

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

BACKGROUND:

In 1991, TCAG was established as the Service Authority for the County's Abandoned Vehicle Abatement (AVA) program authorized by Section 9250.7 and 22710 of the Vehicle Code. The AVA program is funded by a \$1.00 service fee collected by the Department of Motor Vehicles (AVA) at the time of registration. The law provided that collection of the fee would terminate not later than ten years from the date the fee was initially collected. In accordance with this provision, the first sunset date for Tulare County was April, 2002. The program was extended to April 2012 with Resolution No. 1285, the second extension expired April 2012 and was extended with Resolution No. 2012-028 to April 2022.

DISCUSSION:

Legislation allowing the extension of this sunset date (SB 106) was passed in August 2001. This bill authorized the extension of the fee collected in increments of up to 10 years each if the County Board of Supervisors (by a 2/3rds vote) and a majority of the cities, having a majority of the incorporated population within the county, adopt resolutions providing for the extension of the fee.

In April 2021, staff forwarded a boilerplate resolution for use by the member agencies to continue the AVA program to April 30, 2032. To date, the following cities have adopted resolutions extending collection of the service fee: Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake. The Tulare County Board of Supervisors approved the extension by a 5-0 vote at their June 15, 2021 meeting. Based on the above, the conditions to extend the program are met following adoption of the attached resolution by TCAG.

RECOMMENDATIONS:

Staff recommends the approval of the extension of the AVA program.

FISCAL IMPACT:

Loss of annual program funding of \$379,076, based on a 3 year average.

ATTACHMENTS:

1. Resolution approving a 10 year extension of the AVA program.

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

In the matter of:

EXTENDING THE PERIOD FOR)	
COLLECTION OF THE SERVICE FEE FOR)	
THE ABANDONED VEHICLE ABATEMENT	)	Resolution No. 2021-xxx
PROGRAM IN TULARE COUNTY TO)	
APRIL 30, 2032)	

WHEREAS, California Vehicle Code section 22710 authorizes the establishment of a Service Authority for the abatement of abandoned vehicles and for the imposition of a one dollar (\$1) vehicle registration fee to fund an abandoned vehicle abatement program established by such Service Authority; and

WHEREAS, the Tulare County Board of Supervisors and the majority of the cities within the County having the majority of the incorporated population have previously concurred in the establishment of a Service Authority; and

WHEREAS, the County and the Cities had previously, on September 25, 1991, entered into a joint exercise of powers agreement creating the Tulare County Service Authority for the Abatement of Abandoned Vehicles ("the Authority") and designated the Tulare County Association of Governments as the Authority; and

WHEREAS, California Vehicle Code section 9250.7 had previously provided that the fee imposed by a Service Authority shall remain in effect only for a period of 10 years from the date the actual collection of the fee commenced; and

WHEREAS, collection of the fee for the Authority commenced May 1, 1992, was re-authorized through April 30, 2012 and again re-authorized through April 30, 2022, thus the sunset is on April 30, 2022; and

WHEREAS, California Vehicle Code section 9250.7 was amended in August 2001 by Senate Bill 106 which provides that the fee may be extended in increments of up to 10 years each if the Board of Supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee; and

WHEREAS, the Tulare County Board of Supervisors, by a two-thirds vote, and the majority of the cities within the County having the majority of the incorporated population have concurred in the extension of the fee for a 10-year increment; and

WHEREAS, the Tulare County Association of Governments, acting as the Authority, recognizes that it is desirable to extend the collection of the service fee for abatement of abandoned vehicles in both the incorporated and unincorporated areas of the County of Tulare.

NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of Governments, acting as the Authority, be authorized to extend the imposition of a one-dollar (\$1) registration fee to fund the abandoned vehicle abatement program in the county for a 10 year increment with a new sunset date of April 30, 2032.

The foregoing Resolution was adopted upon the motion of _____, seconded by Member _____, at a regular meeting on the 28th day of June 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

This page intentionally left blank.