

Tulare County Association of Governments	Date: Monday, October 18, 2021 Time: 1:00 PM Place: Tulare County Human Resources and Development 2500 W. Burrel Avenue Visalia, CA 93291
Technical Advisory Committee	Date: Thursday, October 14, 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 Assembly Bill 361, available at https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361</p> <p>Zoom Meeting Direct Link: https://bit.ly/2Zt4BQY Toll Free Call in: 1(888) 475-4499 Meeting ID: 744 710 0343 Passcode: 82243742 Call in only instructions: Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.</p>	

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

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

- 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: Consultant Selection for the Transportation Development Act Triennial Performance Audits (Pages 1-2)
- B. Information: Implementation Status of Federally Funded Projects (Pages 3-4)
- C. Information: Status of State Transportation Improvement Program (STIP) Allocations and California Transportation Commission (CTC) Update (Pages 5-6)

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

- A. Information: 2022 Draft Regional Transportation Improvement Program (Pages 7-10)
- B. Public Hearing: 2022 Draft Regional Transportation Improvement Program (No Page)
- C. Information: Regional Transportation Plan (RTP) Update (Pages 11-12)
- D. 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 August 16, 2021 TCAG Board Meeting (Pages 13-16)
- B. Action: Minutes of August 12, 2021 Technical Advisory Committee Meeting (Pages 17-20)
- C. Action: Cancel the November and Reschedule the December 2021 Tulare County Association of Governments (TCAG) and the Technical Advisory Committee (TAC) Meetings (Pages 21-22)
- D. Action: Adoption of Resolution: Approval of Amendment No. 4 to the Fiscal Year 2021/2022 Overall Work Plan (OWP) (Pages 23-32)
- E. Action: Adoption of Resolution: Reaffirm Agreement with Trinity Consultants, Inc., for On-Call Air Quality Planning and Conformity Support Services Under a Three-Year Agreement (Pages 33-60)
- F. Action: Adoption of Resolution: Approve Change in Membership of the Tulare County Congestion Management Plan (CMP) Steering Committee (Pages 61-62)

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

- A. Information: Legislative Update (Pages 63-64)
- B. Presentation: Report from Congressman Nunes' Office (No Page)
- C. Presentation: Report from Congressman Valadao's Office (No Page)
- D. Presentation: Report from Assemblyman Mathis' Office (No Page)
- E. Presentation: Report from Senator Hurtado's Office (No Page)
- F. Action: Adoption of Resolution: Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361 (Pages 65-70)
- G. Action: Adoption of Resolution: Amend and Reinstate the Memorandum of Understanding of the San Joaquin Valley Regional Policy Council and Authorize Reimbursement Agreement Between Stanislaus Council of Governments and Tulare County Association of Governments for Administration of State and Federal Advocacy Contracts (Pages 71-86)

- H. Action: Approve Memorandum of Understanding (MOU) Establishing the Roles and Responsibilities for Integrating the Cross Valley Corridor Plan, an Joaquins, and Connectivity to the Future High Speed Rail Service **(Pages 87-94)**
- I. Information: Vacancy of Alternate Member at Large Positions No. 2 **(Pages 95-96)**
- J. Information: Regional Transit Coordination Update **(Pages 97-98)**

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 Third and Fourth Quarter Reports **(Pages 99-101)**

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
- 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

(Pending approved cancellation of the November & reschedule of December 2021 meetings)
 The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on Monday, December 6, 2021 at 1:00 p.m. at the Tulare County Human Resources & Development, 2500 W. Burrel Avenue, Visalia, CA 93291. The Technical Advisory Committee (TAC) will meet on Thursday, December 2, 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.

(If the cancellation of the November 2020 TCAG Board Meeting is not approved)
 The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on Monday, November 15, 2021 at 1:00 p.m. at the Tulare County Human Resources & Development, 2500 W. Burrel Avenue, Visalia, CA 93291. The Technical Advisory Committee will meet on Thursday, November 11, 2021 at 1:30 p.m. at the Tulare County Association of Governments (TCAG), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

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

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

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

TCAG STAFF

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

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TCRTA STAFF

Richard Tree, Executive Director – TCRTA

Tulare County Association of Governments

AGENDA ITEM IV-A

October 18, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Consultant Selection for Transportation Development Act Triennial Performance Audits

BACKGROUND:

As required by California's Transportation Development Act, TCAG, as the Regional Transportation Planning Agency, is required to procure services for the preparation of Triennial Performance Audits for all transit agencies and TCAG to ensure compliance with the TDA.

DISCUSSION:

In August, TCAG released a Request for Proposals (RFP) for the TDA Triennial Performance Audits. The budget stated in the RFP for the project was \$55,000. Two proposals were received from firms based out of Valencia, CA and Houston, TX. Proposal scoring was out of 105 points. Results of proposal scoring are as follows:

Firm	Average Score	Cost
Moore & Associates	94.33	\$ 49,508
Weaver	65.33	\$490,400

RECOMMENDATION:

Based on adopted evaluation criteria and scoring, TCAG staff recommends selection of Moore & Associates for preparation of the Triennial Performance Audits.

FISCAL IMPACT:

The audits are funded by Transportation Development Act administrative funds.

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 MOORE & ASSOCIATES)
FOR PREPARATION OF THE) Resolution No. 2021-xxx
TRANSPORTATION DEVELOPMENT ACT)
TRIENNIAL PERFORMANCE AUDITS)

WHEREAS, on August 20, 2021, the Tulare County Association of Governments (TCAG) requested proposals for consultant services to prepare the Fiscal Years 2019 – 2021 Transportation Development Act Triennial Performance Audits for a budget not to exceed \$55,000; and

WHEREAS, two 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.

NOW, THEREFORE, BE IT RESOLVED, that TCAG staff is authorized to prepare and negotiate a contact with Moore & Associates to prepare the Fiscal Years 2019 – 2021 Transportation Development Act Triennial Performance Audits for a budget not to exceed \$55,000.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 18th day of October, 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

October 18, 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. In FFY 20/21, \$3.6 million in STBGP funds were obligated on two roadway rehabilitation projects (in the City of Visalia and County of Tulare). Next FFY (21/22), there is \$4.3 million in STBGP programmed on the City of Visalia's Riggins Avenue Widening Project. Beginning in federal fiscal year (FFY) 22/23, TCAG will begin distributing federal STBGP funds on a competitive basis. The call for projects is scheduled for the fall 2021. Selected projects will be programmed in the current and future FTIPs.

CMAQ

Two roundabout projects were scheduled for obligation this year and both have been obligated:

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

- CMAQ: \$1,015,000

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

- CMAQ: \$1,970,000

Two transit project were able to be advanced this year. Three electric buses were approved for the City of Porterville. The CMAQ amount is \$2,055,000 and the match is \$693,000. Visalia Transit also received \$1,386,000 in CMAQ funds to support a new transit route to the Industrial Park. The route is scheduled to begin on October 3, 2021.

ATTACHMENT:

None

AGENDA ITEM IV-C

October 18, 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 October 13th-14th. The next CTC meeting via webinar/teleconference or in Riverside is on December 8th-9th. 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:

October CTC Meeting

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

August CTC Meeting

State Highway Operation and Protection (SHOPP) allocations:

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

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

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

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).

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

ATTACHMENTS:

None

AGENDA ITEM V-A

October 18, 2021

Prepared by Gabriel Gutierrez, TCAG Staff

SUBJECT:

Information: 2022 Draft Regional Transportation Improvement Program

BACKGROUND:

The Statewide Transportation Improvement Program (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 RTIP accounts for 75% and the ITIP accounts for 25% of the total STIP funding.

DISCUSSION:

TCAG must submit a Regional Transportation Improvement Program (RTIP) for the 2022 STIP cycle to the California Transportation Commission by December 15, 2021. The RTIP identifies projects selected by TCAG that are to be funded with our county share of STIP funds over a five-year period. The 5-year period for the 2022 cycle consists of fiscal years 2022/23 through 2026/27. The RTIP is submitted to the CTC for approval and incorporation into the new STIP. The CTC is currently scheduled to adopt the final 2022 STIP in March 2022.

2022 STIP Fund Estimate

The CTC adopts a Fund Estimate for the STIP in August of every odd year. Due to advancing future STIP funds in prior STIP cycles and a relatively lower amount of statewide gas tax revenues from the COVID-19 restrictions, the Tulare region has just a \$1.975 million of target share programming capacity in the 2022 STIP. The Tulare region has a \$6,587,000 of maximum share programming capacity. For the 2022 RTIP, TCAG will be requesting to add \$1 million of STIP shares to the design phase and \$1.9 million for the construction support phase of the SR-65 operational improvements project. This would result in a \$925 thousand advancement of STIP shares. The request is likely to be approved subject to how many regions ask for advances. TCAG, in partnering with Caltrans, has also established a long history of positive project delivery. The projects proposed for programming are existing projects being carried over from the 2020 STIP. No new projects are proposed.

There is no additional funding proposed for Tulare County projects in the 2022 ITIP. The SR-99 Tagus-Prosperity widening (under construction) and the SR-99 Tulare City widening (in environmental phase with design in FY 21/22) are active ITIP projects.

Draft 2022 TCAG RTIP Submittal

The following is TCAG's programming proposal for the Draft 2022 Regional Transportation Improvement Program:

SR-99 Tulare City Widening Project: No RTIP funding is proposed for this project during this RTIP cycle for the widening of State Route 99 between Prosperity Ave and Ave 200. The project is still listed because it's an active project currently in the

environmental phase and is eligible for future funding. \$4.3M of ITIP funding and \$2.07M of Prop 1b savings are programmed for the design phase in FY 21/22.

SR-65 Realignment and Operational Improvements: \$4.4M of RTIP funding to realign State Route 65 and construct a roundabout at the intersection of SR-65, Tulare Road, and Oak Avenue near the City of Lindsay. Proposed RTIP funding would go towards design in FY 23/24 and construction support in FY 25/26.

SR-99/Caldwell Avenue Interchange Improvements: \$11.6M of RTIP funding to construct a new interchange at the intersection of State Route 99 and Caldwell Avenue (Avenue 280). Proposed RTIP funding would go towards right of way and right of way support in FY 22/23 and construction support in FY 23/24.

Construction funding for the SR-99 Tagus-Prosperity widening was allocated in FY 20/21 and construction funding for the SR-99/Commercial Interchange will be allocated in FY 21/22. These projects are shown as “prior” funding in the attached project table but they are still eligible for additional STIP funding for construction cost overruns if necessary.

2022 RTIP Development and Approval Schedule

Here is the schedule that TCAG staff is following for the 2022 STIP cycle.

Action	Date
CTC adopts Fund Estimate and Guidelines	August 18, 2021
Caltrans submits draft ITIP	October 4, 2021
Public Notice and Comment Period begins for the 2022 Draft RTIP	October 8, 2021
CTC ITIP Hearing, South	October 14, 2021
Public Hearing for TCAG Draft 2022 RTIP	October 18, 2021
Public Notice and Comment Period ends for 2022 Draft RTIP	November 8, 2021
TCAG adopts 2022 RTIP	December 6, 2021
TCAG submits RTIP to CTC (postmark by)	December 15, 2021
Caltrans submits ITIP to CTC	December 15, 2021
CTC STIP Hearing, South	February 3, 2022
CTC publishes staff recommendations	February 28, 2022
CTC Adopts 2020 STIP	March 23, 2022

ATTACHMENTS:

1. TCAG Draft 2022 Regional Transportation Improvement Program (RTIP) Funding Proposal

TCAG Draft 2022 Regional Transportation Improvement Program (RTIP) Funding Proposal

The RTIP indicates the area's short-term plan for use of RIP and IIP dollars for transportation projects over the next five fiscal years beginning July 1, 2022. The Draft 2022 RTIP "document" will be completed by October 8th, 2021. A public hearing on the Draft 2022 RTIP will be held by the TCAG Board on October 18, 2021. Due to advancing future STIP funds in prior STIP cycles and lower than anticipated statewide gas tax revenues, the Tulare region has \$1.975M of target share programming capacity in the 2022 STIP. The Tulare region has a \$6,587,000 of maximum share programming capacity. For the 2022 RTIP, TCAG will be requesting to add \$1M for the design phase and \$1.9M to the construction support phase of the SR-65 realignment and operational improvements project. This would result in the advancement of \$925K of STIP funding. The projects proposed for programming are existing projects being carried over from the 2020 STIP. No new projects are proposed.

Staff has prepared a financial programming plan in consultation with Caltrans District 6. Per the direction of the TCAG Board, TCAG staff continues to program all available RTIP funding for projects on the State Highway system. The Draft RTIP proposed by TCAG and the Draft ITIP proposed by Caltrans are shown below.

Tulare County 2022 Regional Transportation Improvement Plan (RTIP) Funding Proposal													
(Amounts in \$1,000's)													
Project Name	Total	Project Totals by Fiscal Year						Project Totals by Component					
		Prior	22/23	23/24	24/25	25/26	26/27	E&P	PS&E	ROW	ROW Sup	CON	Con Sup
SR-99 Tagus 6-Lane Widening	\$10,961	\$10,961											
SR-99 Tulare City Widening	\$2,150	\$2,150											
SR-65 Realignment and Operational Improvements	\$10,050	\$5,650		\$2,500		\$1,900			\$2,500				\$1,900
SR-99/Caldwell Avenue Interchange Improvements	\$16,600	\$5,000	\$4,600	\$7,000						\$3,000	\$1,600		\$7,000
SR-99/Commercial Avenue Interchange	\$18,900	\$18,900											
Total	\$58,661	\$42,661	\$4,600	\$9,500	\$0	\$1,900	\$0	\$0	\$2,500	\$3,000	\$1,600	\$0	\$8,900
COVID-CRRSAA Project:													
SR-99 Delano to Pixley Widening	\$2,972		\$2,000	\$972				\$1,800	\$200				\$972

Caltrans 2022 Interregional Transportation Improvement Plan (ITIP) Funding Proposal													
(Amounts in \$1,000's)													
Project Name	Total	Project Totals by Fiscal Year						Project Totals by Component					
		Prior	22/23	23/24	24/25	25/26	26/27	E&P	PS&E	ROW	ROW Sup	CON	Con Sup
Tagus 6-Lane Widening	\$76,423	\$76,423											
Tulare City Widening	\$6,300	\$6,300											

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AGENDA ITEM V-C

October 18, 2021

Prepared by Benjamin A. Kimball, TCAG Staff

SUBJECT:

Information: Regional Transportation Plan/Sustainable Communities Strategy Update

BACKGROUND:

At the September Board Meeting, a thorough update to the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) was given. It went into detail about the development scenarios being shared with the public during this public outreach effort. The following is an update of the various component parts for the plan.

DISCUSSION:

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

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

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

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

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

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

Public Outreach – Public Outreach continued to be conducted in the region to share the development scenarios with the public and solicit their input on a preferred scenario. Outreach, so far, has included a presence at the Tulare County Fair, appearances at City Council Meetings and the TCAG Board Meeting and various appearances in disadvantaged communities spread over the region. TCAG is currently working with the City of Porterville to arrange outreach with the Tule River tribal Council. Results from the outreach efforts will be shared with the TCAG Board at the December 2021 Board Meeting with a request for the TCAG Board to select a preferred scenario.

ATTACHMENT(S):

None

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

Executive Minutes September 20, 2021

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

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

Counsel and TCAG Staff Present (X)

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

I. WELCOME

The Tulare County Association of Governments Board Meeting was called to order by Chair Vander Poel at 1:00 p.m. on September 20, 2021, at the Tulare County Board of Supervisors, 2800 W. Burrel Avenue, Visalia, CA, 93291.

II. PLEDGE OF ALLEGIANCE

Member Shuklian led the Pledge of Allegiance.

III. PUBLIC COMMENTS

Public comments opened/closed at 1:01 p.m. No public comments received.

Convene as the Transportation Policy Advisory Committee

IV. TRANSPORTATION CONSENT CALENDAR – ACTION AND INFORMATION ITEMS

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

A. Action: Adoption of Resolution: Reaffirm 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 4 (Type 3-Formal Amendment)

B. Action: Adoption of Resolution: Reaffirm 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 5 (Type 5-Formal Amendment)

Upon a Motion by Member Shuklian, and seconded by Member Micari, the Transportation Policy Advisory Committee unanimously approved the Transportation Consent Calendar Action Items IV-A through IV-B. Absent: Townsend, Boyer, Holscher, and Whitmire

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

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

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Presentation & Information: California Department of Public Health (CDPH) Kids' Plates Grand for Childhood Unintentional Injury and Illness Prevention

Ms. Gallo announced that TCAG had been awarded the Kids' Plates Childhood Unintentional Injury Prevention grant totaling \$150,000 and explained that the grant would provide two reimbursements of \$75,000 per grant year. Ms. Gallo outlined the workplan for the funding and plans for child safety seat community installation, training, and dissemination events such as bike rodeos.

Ms. Moore provided a presentation highlighting the purpose and focus to implement the work plan. Ms. Moore announced that August 25th TCAG Staff along with CHP Officer Beal held a training on car seat safety in preparation for a community outreach event that took place August 27th and 28th in which approximately 20 car seats were given out and safely installed, another 10 owner-installed car seats were corrected, and at least an additional 80 new subscribers to TCAG social media outlets to be notified of upcoming events. The event was quite popular and showed the need for these services. Ms. Moore stated that next steps include holding more car seat installation safety events and bike rodeo events.

B. Information: Implementation Status of Federally Funded Projects

Ms. Forte provided details regarding Surface Transportation Block Grant Program (STBGP) outlining the funds being utilized and obligations for projects.

C. Information: 2022 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) Update

Mr. Kimball outlined the progress thus far on development of the RTP/SCS highlighting the preparation of the Environmental Impact Report, Public Outreach Plan, and Regional Housing Needs Allocation Plan. Mr. Kimball reviewed the three scenarios and discussed plans to have the scenarios presented to the public at outreach events as well as offering a digital link for the survey to be completed. Mr. Kimball explained that under federal regulations, the RTP must be finalized by June of 2022.

D. Information: Caltrans Monthly Report

Mr. Navarro stated that a call for projects would be happening, and Caltrans would host a workshop to help those wishing to apply for the planning grants; all Sustainable Transportation Planning grant applications would be due October 27, 2021. Additionally, he announced the groundbreaking for the Tagus project, discussed 99 widening, and various projects throughout Tulare County.

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

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

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

VII. ASSOCIATION CONSENT CALENDAR-ACTION AND INFORMATION ITEMS

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

- A. Action:** Minutes of August 16, 2021 TCAG Board Meeting
- B. Action:** Minutes of August 12, 2021 Technical Advisory Committee Meeting
- C. Action:** Adoption of Resolution: Creation of Additional Social Services Transportation Advisory Council Position, Increasing Membership to Eleven (11) Members
- D. Action:** Adoption of Resolution: Approve Trinity Consultants, Inc. for On-Call Air Quality Planning and Conformity Consulting Services
- E. Action:** Adoption of Resolution: Approval of Renovations and Authorize the TCAG Executive Director to Amend the Current Lease to Add Office Space for TCRTA

Upon a motion by Member Shuklian, and seconded by Member Valero, the Association unanimously approved the Association Consent Calendar Items VII-A through VII-E.

Absent: Holscher.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative Update

Mr. Smalley highlighted the virtual Washington D.C. legislative trips and invited Board Members that had attended to share.

Member Mendoza stated that discussions to advocate for highway 99 had been productive, the remainder of the meetings would wrap up this week, after which additional updates would be provided.

Mr. Smalley discussed national and state level programs and provided details on the highway 99 campaign.

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

No representative present, report not given.

E. Presentation: Report from Senator Hurtado's Office

Eric Coyne, district representative for Senator Hurtado's office, provided an update on recent legislation and highlighted the Senators involvement in the highway 99 effort.

F. Action: Reaffirm September as Railroad Safety Month

Ms. Moore explained that as partners with Operation Lifesaver for several years now, TCAG has proclaimed September as Railroad Safety Month, therefore TCAG would like to request that all member agencies in solidarity proclaim September as Railroad Safety Month.

Upon a motion by Member Micari, and seconded by Member Shuklian, the Association unanimously approved to reaffirm September as Railroad Safety Month. Absent: Holscher.

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

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

H. Information: Regional Transit Coordination Update

Ms. Forte provided the monthly update on regional transit highlighting that TCRTA would continue its Fare Free 4 All program to early 2022; and that TCRTA had submitted a federal grant application for the Areas of Persistent Poverty program. Ms. Forte explained that TCRTA had drafted the final technical and financial documents to be submitted to the Federal Transit Agency and would be expecting to be certified as a public transit provider eligible to receive federal funds soon.

IX. CORRESPONDENCE

A. California Department of Transportation Unmet Transit Needs for Fiscal Year 2021-22

Mr. Smalley explained that the letter received from the California Department of Transportation simply stated that the unmet needs for fiscal year 2021-22 had been acceptable.

X. OTHER BUSINESS

A. Information: Items from Staff

1. TCAG Director's Report

Mr. Smalley stated that he had nothing further to add given most items he presented during the legislative update.

2. Other Items

None

B. Information: Items from Board Members

1. Tulare County Water Commission Update

Member Flores reported that the meeting had been held Sept. 13th; and provided an outline of the action and discussion that was had.

2. San Joaquin Valley Policy Council Update

Member Mendoza explained that a meeting series had been ongoing remotely since unfortunately an in-person trip to Washington D.C. was not possible due to Covid 19. However, he shared that there were good discussions regarding valley issues and focus on water needs. Member Mendoza stated that the final meeting in the series of virtual meetings had been scheduled for Wednesday, Sept. 22, 2021.

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

None

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

None

5. TCAG Transit Report

Member Gomez stated that the Social Services Transportation Advisory Council (SSTAC) would be accepting applications for an open position. Member Gomez explained that TCRTA had been keeping council members well informed, continuing to work hard and looking at grant opportunities.

6. Other Items

None

C. Request from Board Members for Future Agenda Items

None

XI. ADJOURN

The TCAG Meeting was adjourned at approximately 2:02 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
September 16, 2021 – Summary Meeting Minutes

ATTENDANCE LIST

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

Others Present: Josh McDonnell, City of Tulare

TCAG Staff Present: Benjamin Kimball, Ted Smalley, Leslie Davis, Steven Ingoldsby, Elizabeth Forte, Giancarlo Bruno, Sheela Bhongir, Brideget Moore, Holly Gallo 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 September 20, 2021.

III. PUBLIC COMMENTS

Public comments opened and closed at 1:34pm. No comments were heard.

IV. TRANSPORTATION CONSENT CALENDAR –INFORMATION ITEMS

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

A. Action: Adoption of Resolution: Reaffirm 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 4 (Type 3-Formal Amendment)

Mr. Smalley described the item as routine and added that the city of Woodlake’s roundabout; an already approved project.

B. Action: Adoption of Resolution: Reaffirm 2021 Federal Transportation Improvement Program (FTIP) Amendment No. 5 (Type 5-Formal Amendment)

Mr. Smalley discussed adding revisions for Riggan Avenue with several different funding pots for the project.

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

Mr. Smalley stated that staff would be attending all Local Partnership programs sessions and would try to get funding for the Caldwell interchange. He further stated that with TCEP, staff would try to get money for HWY 99 in collaboration with Madera and Merced with help from Senator Hurtado.

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

Mr. Smalley stated that there would be no September meeting, however he stated that the small amount of RTIP funding would be recommended to go to the Lindsay project; State Route 65 realignment and operational improvements.

V. TRANSPORTATION ACTION/DISCUSSION ITEMS

A. Presentation & Information: California Department of Public Health (CDPH) Kids' Plates Grant for Childhood Unintentional Injury and Illness Prevention

Ms. Gallo provided a brief overview of the Grant projects purpose, focus and background; providing disparities associated with the Tulare County region when compared to the rest of the state. Ms. Moore provided an overview of the four objectives of the grant and detailed recent outreach efforts with child safety seats.

B. Information: Implementation Status of Federally Funded Projects

Ms. Forte shared that all the projects were obligated and over two million advanced and 1.2 million in urban STP available and looking to spend some of that down.

C. Information: 2022 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) Update

Mr. Kimball shared that the RTP was in full swing and shared that the EIR, Health Impact analysis and EJ communities' analysis were coming along well and outreach would be coming soon. Mr. Kimball further shared that RHNA had revised numbers and Mr. Ingoldsby would be working on that project. He further detailed a pro-housing designation that would be beneficial to member agencies that qualify and offer to assist with applications. He further provided updated regarding the roundtable and the modeling team's efforts with scenarios. Mr. Kimball requested that member agencies take and distribute the regional transportation plan survey.

D. Information: Caltrans Monthly Report

Ms. Mendibles announced the call for projects for the sustainable grants program and that they would be having a virtual grant workshop on Sept 22nd at 1:30pm. She stated that the deadline would be October 27nd at 5pm. She further shared that the Clean California Workshop would be Oct 27th 8:30am -12:30pm.

VII. ASSOCIATION CONSENT CALENDAR –ACTION AND INFORMATION ITEMS

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

B. Action: Adoption of Resolution: Approval of Renovations and Authorize the TCAG Executive Director to Amend the current Lease to add office space for TCRTA

Ms. Davis stated that the item was for approval of renovation so that TCRTA can have their own office space. She shared that space became available in the building where TCAG is and a request would be made to the Board for these renovations.

C. Action: Adoption of Resolution: Creation of Additional Social Services Transportation Advisory Council Position, Increasing Membership to Eleven (11) Members

Mr. Bruno discussed that the item was to request the addition of another member; a potential transit rider with a disability to accurately reflect the transit ridership and detailed the current committee composition.

D. Action: Adoption of Resolution: Approve Trinity Consultants, Inc. for On-Call Air Quality Planning and Conformity Consulting Services

Mr. Brady stated that the item described the item as an authorization to pursue sole source procurement and provided details of Trinity Consultant's background and experience.

VIII. ASSOCIATION ACTION/DISCUSSION ITEMS

A. Information: Legislative Update

Mr. Smalley stated that there was a breakdown over ATP funding at the State level and it could potentially be added into next year's budget. He recommended that agencies continued to move forward with projects and get them shovel ready. He stated that Ben and Sheela would work with agencies to get ready for the next ATP round. They are not limiting to just previous application, they will come out and meet with agencies and do a field check as well. He said that everyone was waiting to see what would happen with the transportation bill.

F. Action: Reaffirm September as Railroad Safety Month

Ms. Moore shared that September was rail safety month and TCAG would like to encourage member agencies to do proclamations at their respective Boards and Councils. She shared that TCAG would be posting messages on social media regarding rail safety during the month that could be liked and shared by agencies.

G. Information: Vacancy of Alternate Member at Large Positions No. 2

Ms. Moore stated that the position was available and hoping to get the position filled soon. It was being advertised at public events and on social media. She encouraged TAC attendees to consider sharing information about the position as well.

H. Information: Regional Transit Coordination Update

Ms. Forte shared TCRTA activity highlights such as free fares at least until hopefully the end of the calendar year, the federal grant that was submitted and federal designation from FTA.

IX. CORRESPONDENCE

A. California Department of Transportation Unmet Transit Needs for Fiscal Year 2021-22

Mr. Bruno stated that the letter from Caltrans was the acceptance of the findings for unmet transit needs for Tulare County.

XI. ADJOURN

The TCAG Technical Advisory Committee adjourned at 2:09 p.m.

The next scheduled Tulare County Association of Governments (TCAG) Board meeting will be held on **Monday, October 18, 2021, at 1:00 p.m.**, at the **Tulare County Human Resources and Development 2500 W. Burrell Ave, Visalia, CA 93291**. The Technical Advisory Committee will meet on **Thursday, October 14, 2021 at 1:30 p.m. at the Tulare County Association of Governments (TCAG), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291**.

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Tulare County Association of Governments

AGENDA ITEM VII-C

October 18, 2021

Prepared by Amie Kane, TCAG Staff

SUBJECT:

Action: Cancel the November and Reschedule the December 2021 Tulare County Association of Governments (TCAG) and the Technical Advisory Committee (TAC) Meetings

BACKGROUND:

The 2021 Tulare County Association of Governments (TCAG), and Technical Advisory Committee (TAC) meeting schedule was approved by the Governing Board on December 14, 2020. Generally, the TCAG Board meeting is held on the third Monday of each month, with a few exceptions. The TAC meeting is held the Thursday prior to the TCAG Board meeting. Due to occasional conflicts, meetings are subject to change with notice. The Chair in consultation with the Executive Director may cancel or reschedule a meeting.

DISCUSSION:

TCAG staff is requesting to cancel both the November 10, 2021, Technical Advisory Committee (TAC) meeting and the November 15, 2021, Tulare County Association of Governments (TCAG) Meeting.

TCAG staff is requesting to reschedule the December 9, 2021 Technical Advisory Committee (TAC) meeting to December 2, 2021 and the December 13, 2021 Tulare County Association of Governments (TCAG) Meeting to December 6, 2021.

RECOMMENDATION:

Approve cancelation of the Technical Advisory Committee (TAC) and Tulare County Association of Governments (TCAG) November 2021 meetings.

Approve to reschedule the December 2021 Technical Advisory Committee (TAC) and Tulare County Association of Governments (TCAG) Meetings.

FISCAL IMPACT:

None

ATTACHMENTS:

None

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AGENDA ITEM VII-D

October 18, 2021

Prepared by Leslie Davis, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approval of Amendment No. 4 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.4 to the FY 2021/2022 OWP is necessary to allow TCAG to deliver services as requested by its member agencies and to incorporate additional and reconciled PL, 5303,5304 and SB1 funding as approved by Caltrans.

1. Increase Work Element 601.08, Advocacy, in the amount of \$12,000 to include Valleywide lobbying efforts.
2. Increase Work Element 602.03, Active Transportation Plan, in the amount of \$58,589 to include reconciled PL funding.
3. Decrease Work Element 602.04, Transit Planning and Coordination, in the amount of \$20,000 to reallocate PL and 5303 funding.
4. Increase Work Element 602.04-0045, City of Visalia SRTP, in the amount of \$28,106 to include reconciled 5304 funding.
5. Decrease Work Element 602.04-1050, Cross Valley Corridor Development Plan, in the amount of \$17,655 to reduce reconciled 5303 funding.
6. Re-allocate \$25,000 of funding to Work Element 602.06 Special Transportation Project Studies, from Work Element 602.07 Special Transportation Project Study non-federal for an eligible study for the City of Woodlake. Re-allocate \$19,831 from reserves to local contributions.
7. Reduce Work Element 602.08. City of Farmersville Complete Street & Multi-Modal Access, in the amount of \$1,326 to reconciled funding.
8. Decrease Work Element 602.10-1121, Sustainable Communities Planning Grant - Environmental Justice & Health Impact Assessments FY 20/21, in the amount of \$15,975 to reconciled SB1 funding.
9. Decrease Work Element 602.10-1221, Sustainable Communities Planning Grant - Sustainable Communities Strategy FY 20/21, in the amount of \$56,861 to reconciled SB1 funding.
10. Increase Work Element 602.10-1522, Sustainable Communities Planning Grant - Regional Transit Outreach FY 21/22, in the amount of \$4,792, to include additional SB1 funding allocation.

11. Re-allocate \$22,365 from Work Element 602-10-3020, Sustainable Communities Planning Grant - Sustainability Model Enhancements FY 19/20, to Work Element 602-10-5020, Sustainable Communities Planning Grant - Multimodal Data Collection for Short & Long Term Planning FY 19/20, in order to spend the funding within the allocated time.
12. Decrease Work Element 602.10-7020, Sustainable Communities Planning Grant - Complete Streets FY 19/20, in the amount of \$57,236 to reconciled SB1 funding.
13. Decrease Work Element 602.10-7120, Sustainable Communities Planning Grant - Regional Active Transportation Plan Update 2020 FY 19/20, in the amount of \$40,116 to reconciled SB1 funding.
14. Increase Work Element 603.02, Intelligent Transportation Systems, in the amount of 20,000 to reconciled PL funding.
15. Increase Work Element 605.01, Congestion Management Program, in the amount of \$23,500 to reconciled PL funding.
16. Re-allocate Work Element 620.01, Valleywide Coordination, in the amount of \$1,500 moved from Reserves to PL with a net of zero.
17. Increase Work Element 650.01, Public Information and Participation, in the amount of \$75,000, to include a grant award from State of California, California Kids' Plates Program grant for Tulare County Childhood Unintentional Injury Prevention Activities.

RECOMMENDATIONS:

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

FISCAL IMPACT:

Increase to budget is offset by Grants, TCAG reserves, PL, 5303, 5304, and SB1 Funding. No impact to local funding.

ATTACHMENTS:

1. Resolution approving FY 2021/2022 OWP Amendment No. 4
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. 4) 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. 4 to the FY 2021/2022 OWP is necessary to allow TCAG to deliver services as requested by its member agencies and to program carryover reconciliations from prior year and any other adjustments requested or required.; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to increase Work Element 601.08, Advocacy, in the amount of \$12,000 to include Valleywide lobbying efforts; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to increase Work Element 602.03, Active Transportation Plan, in the amount of \$58,589 to include reconciled PL funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to decrease Work Element 602.04, Transit Planning and Coordination, in the amount of \$20,000 to reallocate PL and 5303 funding; and

WHEREAS, Amendment No. 4. to the FY 2021/2022 OWP is necessary to increase Work Element 602.04-0045, City of Visalia SRTP, in the amount of \$28,106 to include reconciled 5304 funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to decrease Work Element 602.04-1050, Cross Valley Corridor Development Plan, in the amount of \$17,655 to reduce 5303 funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to re-allocate \$25,000 of funding to Work Element 602.06 Special Transportation Project Studies, from Work Element 602.07 Special Transportation Project Study non-federal for an eligible study for the City of Woodlake. Re-allocate \$19,831 from reserves to local contributions; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to reduce Work Element 602.08. City of Farmersville Complete Street & MultiModal Access, in the amount of \$1,326 to reconciled funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to decrease Work Element 602.10-1121, Sustainable Communities Planning Grant - Environmental Justice & Health Impact Assessments FY 20/21, in the amount of \$15,975 to reconciled SB1 funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to decrease Work Element 602.10-1221, Sustainable Communities Planning Grant - Sustainable Communities Strategy FY 20/21, in the amount of \$56,861 to reconciled SB1 funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to increase Work Element 602.10-1522, Sustainable Communities Planning Grant - Regional Transit Outreach FY 21/22, in the amount of \$4,792, to include additional SB1 funding allocation; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to Re-allocate \$22,365 from Work Element 602-10-3020 , Sustainable Communities Planning Grant - Sustainability Model Enhancements FY 19/20, to Work Element 602-10-5020, Sustainable Communities Planning Grant - Multimodal Data Collection for Short & Long Term Planning FY 19/20, in order to spend the funding within the allocated time; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to decrease Work Element 602.10-7020, Sustainable Communities Planning Grant - Complete Streets FY 19/20, in the amount of \$57,236 to reconciled SB1 funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to decrease Work Element 602.10-7120, Sustainable Communities Planning Grant - Regional Active Transportation Plan Update 2020 FY 19/20, in the amount of \$40,116 to reconciled SB1 funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to increase Work Element 603.02, Intelligent Transportation Systems, in the amount of 20,000 to reconciled PL funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to Re-allocate Work Element 620.01, Valleywide Coordination, in the amount of \$1,500 moved from Reserves to PL with a net of zero; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to increase Work Element 605.01, Congestion Management Program, in the amount of \$23,500 to reconciled PL funding; and

WHEREAS, Amendment No. 4 to the FY 2021/2022 OWP is necessary to increase Work Element 650.01, Public Information and Participation, in the amount of \$75,000, to include a grant award from State of California, California Kids' Plates Program grant for Tulare County Childhood Unintentional Injury Prevention Activities.

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. 4.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 18th day of October, 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

Attachment 2

2021/2022 Overall Work Program

SUMMARY

REVENUES	DOLLARS
Member Dues	191,500
Local Contribution 1116090.00	1,116,090
TDA	282,000
FHWA PL (carryover) 284991.10	284,991
FHWA PL	1,251,770
FTA Section 5303 (carryover) 105,233.93	105,234
FTA Section 5303	268,938
FTA Section 5304	104,882
FTA Section 5305	
DMV	3,000
City of Dinuba	
City of Exeter	
City of Farmersville	
City of Lindsay	
City of Porterville	
City of Tulare	
City of Visalia	13,589
City of Woodlake	
County of Tulare	
Measure R	589,879
LAFCO	255,500
TCAG Reserves	240,016
SB1 Sustainable Community Grant	752,633
Other Grants	1,183,310
TCRTA Need budget	
Total Revenues	6,643,332
Toll Credits(5303) (Not Revenues)	27,341
Toll Credits(PL) (Not Revenues)	147,823

EXPENDITURES	DOLLARS	STAFF PERSON MONTHS
TCAG Staff	2,314,178	223
City of Dinuba	108,472	
City of Exeter	97,877	
City of Farmersville	98,662	
City of Lindsay	107,841	
City of Porterville	106,096	
City of Tulare	111,693	
City of Visalia	199,291	
City of Woodlake	96,225	
County of Tulare	488,438	
Insurance	5,500	
Memberships	13,830	
Office Expense	22,500	
Consultant	1,200,625	
Publications/ Legal Notice/Dues	700	
Training	15,650	
Transportation and Travel	60,220	
Print Services	22,115	
County Counsel	32,000	
Auditor	2,500	
Motorpool		
Rent	165,708	
Special Dept Expense	1,342,711	
Dues/Subscriptions	6,500	
Utilities	16,000	
Office Equipment	8,000	
Total Expenditures	6,643,332	222.7

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

Item VII-D Amendment No 4 to the FY 21-22 OWP

Attachment 2

Revenues	Amendment 3	Amendment 4	Net Increase (decrease)
Member Dues	191,500	191,500	0
Local Contribution	1,102,456	1,116,090	13,634
TDA	282,000	282,000	0
FHWA PL (carryover)	206,636	284,991	78,355
FHWA PL	1,349,990	1,251,770	(98,220)
FTA Section 5303 (carryover)	50,000	105,234	55,234
FTA Section 5303	188,373	268,938	80,565
FTA Section 5304	80,000	104,882	24,882
DMV	3,000	3,000	0
City of Visalia	10,365	13,589	3,224
Measure R	589,879	589,879	0
LAFCO	255,500	255,500	0
TCAG Reserves	312,510	240,016	(72,494)
SB 1 Sustainable Community Grant	898,605	752,633	(145,972)
Other Grants (Reap/Census)	1,108,310	1,183,310	75,000
Total Revenues	6,629,124	6,643,332	14,208

Work Element	Expenses	Amendment 3	Amendment 4	Net Increase (decrease)
601.08	ADVOCACY	215,090	227,090	12,000
602.03	ATP	69,053	127,642	58,589
602.04	TRANSIT PLANNING AND COORDINATION	410,000	390,000	(20,000)
602.04-0045	CITY OF VISALIA SRTP	90,365	118,471	28,106
602.04-1050	CROSS VALLEY CORRIDOR TRANSIT DEVELOPMENT PLAN	346,200	328,545	(17,655)
602.06	SPECIAL TRANSPORTATION PROJECT STUDIES	26,000	51,000	25,000
602.07	SPECIAL TRANSPORTATION PROJECT STUDIES NON FED	204,463	179,463	(25,000)
602.08	City of Farmersville Complete Street & MultiModal Access	165,000	163,674	(1,326)
602.10-1121	Sustainable Communities Planning Grant - Environmental Justice & Health Impact Assessments FY 20/21	78,938	62,963	(15,975)
602.10-1221	Sustainable Communities Planning Grant - Sustainable Communities Strategy FY 20/21	208,807	151,946	(56,861)
602.10-1522	Re	110,000	114,792	4,792
602.10-3020	Sustainable Communities Planning Grant - Sustainability Model Enhancements FY 19/20	55,747	33,382	(22,365)
602.10-5020	Sustainable Communities Planning Grant - Multimodal Data Collection for Short & Long Term Planning FY 19/20	18,807	42,562	23,755
602.10-7020	Sustainable Communities Planning Grant - Complete Streets FY 19/20	158,938	101,702	(57,236)
602.10-7120	Sustainable Communities Planning Grant - Regional Active Transportation Plan Update 2020 FY 19/20	49,851	9,735	(40,116)
603.02	INTELLIGENT TRANSPORTATION SYSTEMS	26,000	46,000	20,000
605.01	CONGESTION MANAGEMENT PROGRAM	89,818	113,318	23,500
650.01	PUBLIC INFORMATION & PARTICIPATION	111,218	186,218	75,000
	Total Expenses	6,629,124	6,643,332	14,208

Work Element	Description	5304	Reserves	5303	LC	SB1	PL	City	Grants	Total
601.08	ADVOCACY				12,000					12,000
602.03	ATP			55,234			3,355			58,589
602.04	TRANSIT PLANNING AND COORDINATION						(20,000)			(20,000)
602.04-0045	CITY OF VISALIA SRTP	24,882						3,224		28,106
602.04-1050	CROSS VALLEY CORRIDOR TRANSIT DEVELOPMENT PLAN			80,565			(98,220)			(17,655)
602.06	SPECIAL TRANSPORTATION PROJECT STUDIES		(25,000)				50,000			25,000
602.07	SPECIAL TRANSPORTATION PROJECT STUDIES NON FED		(25,000)							(25,000)
602.08	City of Farmersville Complete Street & MultiModal Access		(153)			(1,173)				(1,326)
602.10-1121	Sustainable Communities Planning Grant - Environmental Justice & Health Impact Assessments FY 20/21				(1,832)	(14,143)				(15,975)
602.10-1221	Sustainable Communities Planning Grant - Sustainable Communities Strategy FY 20/21		(1,010)		(5,512)	(50,339)				(56,861)
602.10-1522	Sustainable Communities Planning Grant - Regional Transit Outreach FY 21/22				550	4,242				4,792
602.10-3020	Sustainable Communities Planning Grant - Sustainability Model Enhancements FY 19/20				(2,565)	(19,800)				(22,365)
602.10-5020	Sustainable Communities Planning Grant - Multimodal Data Collection for Short & Long Term Planning FY 19/20				2,778	21,458				24,236
602.10-7120	Sustainable Communities Planning Grant - Regional Active Transportation Plan Update 2020 FY 19/20				(2,778)	(21,458)				(24,236)
602.10-5020	Sustainable Communities Planning Grant - Multimodal Data Collection for Short & Long Term Planning FY 19/20				(55)	(426)				(481)
602.10-7120	Sustainable Communities Planning Grant - Regional Active Transportation Plan Update 2020 FY 19/20				(2,218)	(13,662)				(15,880)
602.10-7020	Sustainable Communities Planning Grant - Complete Streets FY 19/20				(6,565)	(50,671)				(57,236)
603.02	INTELLIGENT TRANSPORTATION SYSTEMS						20,000			20,000
605.01	CONGESTION MANAGEMENT PROGRAM						23,500			23,500
605.01	CONGESTION MANAGEMENT PROGRAM									0
620.01	VALLEYWIDE COORDINATION		(1,500)				1,500			0
650.01	PUBLIC INFORMATION & PARTICIPATION								75,000	75,000
		24,882	(52,663)	135,799	(6,197)	(145,972)	(19,865)	3,224	75,000	14,208

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Tulare County Association of Governments

AGENDA ITEM VII-E

October 18, 2021

Prepared by Roberto Brady, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Reaffirm Agreement with Trinity Consultants, Inc. for On- Call Air Quality Planning and Conformity Support Services Under a Three-Year Agreement

BACKGROUND:

Air quality requirements in the San Joaquin Valley are very unique and dynamic. Greenhouse gas requirements are relatively new and still evolving in their implementation. Tulare County may see new requirements or Transportation Control Measures (TCMs) in a future State Implementation Plan (SIP) or require assistance in emissions reductions calculations for projects or the Sustainable Communities Strategy (SCS) as examples.

TCAG, as the designated Metropolitan Planning Organization (MPO) for the Tulare County region, is the lead agency responsible for developing the Regional Transportation Plan (RTP). This entails, among other tasks, demonstrating the RTP meets transportation conformity requirements under the Clean Air Act. As a component of the RTP, TCAG must also analyze greenhouse gas emissions in the SCS and show that it meets the requirements of the Sustainable Communities and Climate Protection Act of 2008 (SB 375).

Trinity Consultants, by virtue of acquisition of Sierra Research, Inc. in 2014, has a long resume of work on air quality issues in the San Joaquin Valley, and in California generally. Trinity Consultants previously had an on-call air quality support agreement with TCAG and currently has one for working with the eight San Joaquin Valley MPOs as a group on air quality issues.

DISCUSSION:

Because of their extensive direct experience with the issues of immediate bearing to TCAG's current RTP/SCS update, it is most timely and efficient to engage Trinity Consultants for the support services requested under a sole source procurement rather than an RFP process. Other technically qualified firms would face a significant learning curve.

On September 20, 2021, the TCAG Board approved Trinity Consultants, Inc. to provide on- call air quality planning and conformity supports services under a three-year agreement and authorized TCAG staff to negotiate a professional services agreement under TCAG's sole source procurement policies and procedures.

RECOMMENDATION:

As set forth in the attached draft resolution (Attachment 1), reaffirm attached agreement (Attachment 2) with Trinity Consultants, Inc. for on- call air quality planning and conformity support services under a three-year agreement.

FISCAL IMPACT:

The proposed agreement has a budget maximum of \$16,000 over three years with the potential for up to three one-year extensions with a annual maximum of \$5,000 unless the agreement is amended. This amount is already included in TCAG's 2021-22 Work Program.

ATTACHMENTS:

1. Resolution reaffirming agreement with TRINITY CONSULTANTS, Inc.
2. Agreement with TRINITY CONSULTANTS, Inc. for on- call air quality planning and conformity support services under a three-year agreement.

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

In the matter of:

REAFFIRMING THE PROFESSIONAL)	
SERVICES AGREEMENT WITH TRINITY)	
CONSULTING, INC. FOR ON-CALL AIR)	Resolution No. 2021-xxx
QUALITY PLANNING AND CONFORMITY)	
CONSULTING SERVICES FOR FISCAL)	
YEARS 2021/22, 2022/23 AND 2023/24)	

WHEREAS TCAG, as the designated Metropolitan Planning Organization (MPO) for the Tulare County region, is the lead agency responsible for developing the Regional Transportation Plan (RTP). This entails, among other tasks, demonstrating the RTP meets transportation conformity requirements under the Clean Air Act. As a component of the RTP, TCAG must also analyze greenhouse gas emissions in the SCS and show that it meets the requirements of the Sustainable Communities and Climate Protection Act of 2008 (SB 375).; and

WHEREAS because of their extensive direct experience with the issues of immediate bearing to TCAG's current RTP/SCS update, it is most timely and efficient to engage Trinity Consultants for the support services requested under a sole source procurement rather than an RFP process. Other technically qualified firms would face a significant learning curve.; and

WHEREAS on September 20, 2021, the TCAG Board approved Trinity Consultants, Inc. to provide on- call air quality planning and conformity supports services under a three-year agreement and authorized TCAG staff to negotiate a professional services agreement under TCAG's sole source procurement policies and procedures.; and

NOW, THEREFORE, BE IT RESOLVED, that the Tulare County Association of Governments reaffirms the agreement with Trinity Consulting, Inc. for on- call air quality planning and conformity support services under a three-year agreement with a not-to-exceed amount of \$15,000 unless amended. Three one-year extensions are provided for in the agreement. If actuated, each will have a not-to exceed amount of \$5,000 each unless amended.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 18th day of October, 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
On-Call Professional Air Quality Planning and Conformity Support Services**

THIS AGREEMENT ("Agreement") is entered into as of [REDACTED], between the **TULARE COUNTY ASSOCIATION OF GOVERNMENTS**, a joint powers authority established under the laws of the State of California ("TCAG"), and Trinity Consultants, Inc. a Texas 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, as the designated Metropolitan Planning Organization (MPO) for the Tulare County region, is the lead agency responsible for developing the Regional Transportation Plan (RTP); and
- B. WHEREAS, air quality requirements in the San Joaquin Valley are very unique and dynamic. Greenhouse gas requirements are relatively new and still evolving in their implementation; and.
- C. WHEREAS, because of their extensive direct experience with the issues of immediate bearing to TCAG's current RTP/SCS update, it is most timely and efficient to engage CONTRACTOR for the support services requested under a sole source procurement rather than an RFP process. Other technically qualified firms would face a significant learning curve; and.
- D. WHEREAS, on September 20, 2021, by Resolution 2021-154, the TCAG Governing Board approved CONTRACTOR to provide on-call air quality planning and conformity support services under the three-year agreement under TCAG's sole source procurement policies and procedures and authorized TCAG staff to prepare and negotiate a contract with CONTRACTOR.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of [REDACTED] and expires at 11:59 PM on [REDACTED] unless earlier terminated as provided below, or unless granted a one-year time extension, to a maximum of three additional years, based upon written consent by both parties, without the need for TCAG Board approval.

2. SERVICES: See attached **Exhibit(s) A**

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

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

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

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

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
 SERVICES AGREEMENT**

On-Call Professional Air Quality Planning and Conformity Support Services

6. PROJECT STAFF: Alexandra Marcucci shall be the Project Manager performing the service under this Agreement. [redacted] shall be the Principal in Charge. These staff require written approval of the TCAG Executive Director for substitution or changes. Other staff resources of the firm may be used as necessary, and subconsulting staff will be utilized at the discretion of the consultant.

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

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

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

CONTRACTOR:
 Attn: Alexandra Marcucci
 7919 Folsom Blvd., Ste 320
 Sacramento, CA 95826
 Phone No.: 650-759-1224
 Fax No.: N/A

(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

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT**

On-Call Professional Air Quality Planning and Conformity Support Services

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: [insert subcontractors and elements to be provided (ex: Green Acres, Inc. (Yard Maintenance)); use N/A if not applicable]. CONTRACTOR will supervise all Subcontractors, and ensure that Subcontractors comply with all applicable laws and regulations. CONTRACTOR will include all applicable provisions of this Agreement in its contracts with Subcontractors, and ensure compliance with those provisions. No other subcontractors shall be utilized without prior written approval from the Executive Director of TCAG.

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

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

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

DRAFT

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS
SERVICES AGREEMENT**

On-Call Professional Air Quality Planning and Conformity Support Services

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

TRINITY CONSULTANTS, INC.

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

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

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

Date: _____

By _____

Pete Vander Poel, III
Chairman, Board of Supervisors

ATTEST: Ted Smalley
Executive Director

By _____

Approved as to Form
County Counsel

By _____
Deputy, Matter # _____

Exhibit A
Services to be Performed

Task 1 - Monitor state and federal legislation, regulations, and applicable proposals (such as budget setting), and provide evaluation, comments, and implementation assistance as appropriate.

Task 2 - Provide technical programming and air quality assistance for Federal Transportation Improvement Program (FTIP) updates/amendments and Regional Transportation Plan (RTP) updates/amendments.

Services may include, but are not limited to, the following:

Monitoring compliance, effectiveness, and consistency within the RTP, FTIP, and associated Environmental Impact Report, assistance implementing new state and/or federal requirements, and facilitating model development and quality assurance (e.g., monitoring model updates, use of appropriate planning assumptions, and use of updated transportation data).

Task 3 - Prepare conformity findings and documentation.

Includes implementation of all conformity requirements and/or review, troubleshooting, and quality assurance of TCAG products. Also, may include drafting of conformity document.

Task 4 - Provide technical assistance in implementing requirements of Assembly Bill 32 and Senate Bill 375 as they relate to TCAG and its requirements in Greenhouse Gas Emission Reductions.

Technical assistance includes but is not limited to monitoring legal requirements, assisting with updates to the transportation model to assess greenhouse gas (GHG) emissions, air quality modeling of GHG emissions, coordinating with other agencies on implementation and compliance, and completing necessary documentation for compliance.

Task 5 - Agency assistance as needed

Air quality requirements in the San Joaquin Valley are very unique and dynamic. Greenhouse gas requirements are relatively new in their implementation. Tulare County may see new requirements or Transportation Control Measures (TCMs) in a future State Implementation Plan (SIP) or require assistance in emissions reductions calculations for projects or the Sustainable Communities Strategy (SCS) as examples.

**All tasks will require close coordination with the seven other San Joaquin Valley MPOs as well as numerous local, state, and federal agencies. Some tasks will be managed primarily by the San Joaquin Valley MPOs, and consultant tasks will be on an as needed basis for above items.*

Exhibit B
**Trinity Consultants, Inc. On-Call Air Quality Planning and
Conformity Support Services**

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

Project Staff should include the following:

Name	Billing Rate
Alexandra Marcucci	\$ xxx.xx
[principal-in-charge]	\$ xxx.xx

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

PROFESSIONAL SERVICES CONTRACTS
INSURANCE REQUIREMENTS

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

A. Minimum Scope & Limits of Insurance

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

B. Specific Provisions of the Certificate

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Acceptability of Insurance

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

E. Verification of Coverage

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

SMF/3/7/2018/RISK-2018622/1145512

Rev. 3/3/17

EXHIBIT D

TCAG On-call Air Quality Planning and Conformity Support Services PROJECT TIMELINE

Number *	Responsible Party	Fiscal Year 2021/22					Fiscal Year 2022/23					Fiscal Year 2023/24					Deliverable									
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S		O	N	D	J	F	M	A	M	J
1	Monitor state and federal legislation	TCAG/Consultant																								Summary memos, meeting notes
2	Technical assistance RTP/FTIP, programming updates and amendments	TCAG/Consultant																								As specified for specific job
3	Technical assistance conformity findings and documentation	TCAG/Consultant																								As specified for specific job
4	Technical assistance AB 32 and SB 375 requirements	TCAG/Consultant																								As specified for specific job
5	Agency assistance as needed	TCAG/Consultant																								As specified for specific job

**TULARE COUNTY ASSOCIATION OF GOVERNMENTS'
GENERAL AGREEMENT TERMS AND CONDITIONS
(Revised 05/10/2018)**

- 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.

TULARE COUNTY ASSOCIATION OF GOVERNMENTS'
GENERAL AGREEMENT TERMS AND CONDITIONS
(Revised 05/10/2018)

- (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

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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.

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

13. TERMINATION:

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

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

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

In addition, TCAG may terminate this Agreement based on:

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

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

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

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

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

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

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

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

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

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

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(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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

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- (4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** — If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (5) Rights to Inventions Made Under a Contract or Agreement** — If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then TCAG and CONTRACTOR recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements;” and any implementing regulations issued by the awarding agency.
- (6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended** — If this Agreement involves payments for services in excess of \$150,000, then CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (7) Debarment and Suspension (Executive Orders 12549 and 12689)** — By execution of this Agreement, CONTRACTOR certifies to TCAG that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension;” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.
- (8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** — If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, CONTRACTOR certifies to TCAG that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CONTRACTOR must also disclose to TCAG in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- (9) Procurement of recovered materials** — Pursuant to 2 CFR § 200.322, TCAG and CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid

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

(C) Access to records.

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

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

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

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

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

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(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.

DRAFT

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

% DBE Participation: _____

DBE Company

Address

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

Date: _____

Name of Contractor: _____

By: _____

Title: _____

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

Tulare County Association of Governments

AGENDA ITEM VII-F

October 18, 2021

Prepared by Kasia Poleszczuk, TCAG Staff

SUBJECT:

Action: Adoption of Resolution: Approve Change in Membership of the Tulare County Congestion Management Plan (CMP) Steering Committee

BACKGROUND:

With the 2010 Census, the population of the Visalia/Tulare urbanized area surpassed the 200,000 mark, triggering the additional planning requirements for Transportation Management Areas (TMAs) as set-out by MAP-21 and the Federal transportation planning regulations (450.316). The primary additional planning process requirement for TMAs is the creation of a Congestion Management Plan (CMP) to monitor and manage congestion on the regional transportation network. Key to this process is creation of a CMP Steering Committee to guide development of the CMP.

DISCUSSION:

With the formation of the Tulare County Regional Transit Agency (TCRTA), Richard Tree, the TCRTA Director, has requested to be appointed to the CMP Steering Committee.

RECOMMENDATION:

Approve changes in the Tulare County CMP Steering Committee as presented above.

FISCAL IMPACT:

None

ATTACHMENT:

1. Resolution approving the Tulare County CMP Steering Committee.

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

In the matter of:

APPROVAL OF CHANGES IN THE TULARE)
COUNTY CONGESTION MANAGEMENT) Resolution No. 2021-xxx
PLAN (CMP) STEERING COMMITTEE)

WHEREAS, with the 2010 Census the urbanized area of Visalia/Tulare, CA has surpassed the 200,000-population mark, thus triggering the additional planning requirements for Transportation Management Areas (TMAs) as set out by MAP-21 and Federal transportation planning regulations (450.316); and

WHEREAS, there was a requirement to create a Congestion Management Process (CMP) to monitor and manage congestion on the regional transportation network; and

WHEREAS, a required Congestion Management Process (CMP) Steering Committee has been created; and

WHEREAS, TCAG staff, in accordance with approval of the TCAG Board, solicited interest from member and state agencies in serving on the Tulare County CMP Steering Committee to replace retired members; and

WHEREAS, with the formation of the Tulare County Regional Transit Agency (TCRTA), Richard Tree, the TCRTA Director, has requested to be appointed to the CMP Steering Committee.

NOW, THEREFORE, BE IT RESOLVED that Tulare County Association of Governments hereby approves:

- 1. The representatives from the member agencies listed above to serve on the Tulare County CMP Steering Committee.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 18th day of October 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

October 18, 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.

ATTACHMENT(S):

None

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AGENDA ITEM VIII-F

October 18, 2021

Prepared by Jeff Kuhn, Chief Deputy County Counsel

SUBJECT:

Action: Adoption of Resolution: Approve Remote Attendance at Public Meetings Pursuant to State Assembly Bill 361

BACKGROUND:

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

DISCUSSION:

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

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

RECOMMENDATION:

Approve members to continue to have the option to participate in its governing board meetings remotely through the use of the teleconferencing provisions of AB 361.

FISCAL IMPACT:

None

ATTACHMENT:

1. Resolution approving remote attendance at public meetings as outlined in AB 361.

2. COVID-19 continues to threaten our community. The unique characteristics of public governmental meetings (such as the increased mixing associated with bringing together people from across the community, the need to enable those who are immunocompromised or unvaccinated to be able to safely continue to fully participate in public governmental meetings, and the challenges with fully ascertaining and ensuring compliance with vaccination and other safety recommendations at such meetings), and the continued increased safety protection that social distancing provides is one means by which to reduce the risk of COVID-19 transmission.

3. Relaxing the requirements for remote meeting attendance by Board members through teleconferencing will promote social distancing and allow potential governing board meeting attendees to maintain the privacy of their vaccination status, which will reduce the health and safety risk inherent in personal attendance at public meetings.

4. Based on these findings and pursuant to Government Code section 54953 (e)(1)(A), members of the Board may use teleconferencing for meeting attendance without complying with the provisions of Government Code section 54953 (b)(3), so long as the requirements of AB 361 and this Resolution are met.

5. Pursuant to Government Code section 54953(e)(2), if meetings of this Board allow for remote participation by members through teleconferencing as described above, then all of the following shall apply to such meetings:

- (A) The Board shall give notice of the meeting and post agendas as otherwise required by the Brown Act.
- (B) The Board shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the Board shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the Board to provide a physical location from which the public may attend or comment.
- (C) The Board shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the Board.
- (D) In the event of a disruption which prevents the Board from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the Board's control which

prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the Board from broadcasting the meeting may be challenged pursuant to Government Code section 54960.1.

- (E) The Board shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the Board and offer comment in real time. This subparagraph shall not be construed to require the Board to provide a physical location from which the public may attend or comment.
- (F) Notwithstanding Government Code section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the Board, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.
- (G)
 - (i) If the Board provides a timed public comment period for each agenda item, then it shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.
 - (ii) If the Board does not provide a timed public comment period, but takes public comment separately on each agenda item, then it shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.
 - (iii) If the Board provides a timed general public comment period that does not correspond to a specific agenda item, then it shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

6. If a state of emergency remains active, then in order to continue to teleconference without compliance with Government Code section 54953 (b)(3), this Board shall, not later than 30 days after teleconferencing for the first time pursuant to this Resolution, and every 30 days thereafter, make the following findings by majority vote:

- (A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

7. If this Board does not meet within thirty days of this meeting, or any subsequent meeting where these findings are ratified, and a state of emergency pursuant to Government Code section 8625 remains in effect, then the Board will be deemed to have delegated to its Executive Director the authority to call a meeting pursuant to these provisions, provided that official also places on the agenda of that meeting an item calling for the Board to ratify that action and readopt this Resolution.

8. For purposes of this Resolution, a “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act found at Article 1 (commencing with § 8550) of Chapter 7 of Division 1 of Title 2 of the Government Code.

The foregoing Resolution was adopted upon motion of Member _____, seconded by Member _____, at a regular meeting held on the 18th day of October 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

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Tulare County Association of Governments

AGENDA ITEM VIII-G

October 18, 2021

Prepared by Ted Smalley

SUBJECT:

Action: Adoption of Resolution: Amend and Reinstate the Memorandum of Understanding of the San Joaquin Valley Regional Policy Council and Authorize Reimbursement Agreement Between Stanislaus Council of Governments and Tulare County Association of Governments for Administration of State and Federal Advocacy Contracts

BACKGROUND:

In 2006, a memorandum of Understanding (MOU), the San Joaquin Policy Council was formed with membership from all eight San Joaquin Valley Regional Transportation Agencies. The purpose was to formalize the ongoing coordination of planning activities. In addition, the MOU states:

“Provide a leadership role and act as a forum for Valley issues and concerns, where, such issues and concerns transcend boundaries, allowing the development and consensus of policy questions of mutual interest in order to pursue a coordinated course of action without infringing on the jurisdictional powers of the individual governments.”

As a result, Policy Council started advocacy efforts as a united valley regarding critical issues related to regional transportation planning. This included annual trips to Sacramento and Washington DC. TCAG has had two board members serve as chair of the Policy Council for multiple terms.

In 2009, the MOU was revised to include the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD). The SJVUAPCD has been a critical partner to improve air quality in the San Joaquin Valley.

DISCUSSION:

Early in 2021, the Policy Council approved the concept of adding the San Joaquin Joint Powers Authority to the Policy Council. The San Joaquin Joint Powers Authority has been critical for the implementation of passenger rail in the San Joaquin Valley. A TCAG Board member is part of the decision-making body of the San Joaquin Joint Powers Authority. In addition, the Policy Council desired to have a state and federal lobbyist to represent the regional needs of the valley. The annual fair share for TCAG is \$12,000.

RECOMMENDATIONS:

Approve:

1. The Chair to sign the revised Memorandum of Understanding of the San Joaquin Valley Regional Policy Council

2. Authorize the Executive Director to sign the reimbursement agreement between Stanislaus Council of Governments and Tulare County Association of Governments for Administration of the State and Federal Advocacy Contract.

FISCAL IMPACT:

The fiscal impact will be \$15,000 to be absorbed by current revenues.

ATTACHMENTS:

1. Resolution Authorizing the MOU and reimbursement agreement for shared valley wide government relations services
2. Final Amended and Restated MOU of the San Joaquin Valley Regional Policy Council
3. Reimbursement Agreement between Stanislaus Council of Governments and Tulare County Association of Governments for Administration of State and Federal Advocacy Contracts

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

In the matter of:

Amend and Reinstate the Memorandum of Understanding)
of the San Joaquin Valley Regional Policy Council and)
Authorize Reimbursement Agreement Between Stanislaus)
Council of Governments and Tulare County Association of)
Governments for Administration of State and Federal)
Advocacy Contracts) Resolution No. 2021-XXX

WHEREAS, in 2006, a memorandum of Understanding (MOU), the San Joaquin Policy Council was formed with membership from all eight San Joaquin Valley Regional Transportation Agencies to formalize the ongoing coordination of planning activities; and

WHEREAS, in 2009, the MOU was revised to include the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD). The SJVUAPCD has been a critical partner to improve air quality in the San Joaquin Valley; and

WHEREAS, in early 2021, the Policy Council approved the concept of adding the San Joaquin Joint Powers Authority to the Policy Council and the San Joaquin Joint Powers Authority has been critical for the implementation of passenger rail in the San Joaquin Valley; and

WHEREAS, a TCAG Board member is part of the decision-making body of the San Joaquin Joint Powers Authority and the Policy Council desired to have a state and federal lobbyist to represent the regional needs of the valley; and

WHEREAS, the annual fair share for TCAG is \$12,000.

NOW, THEREFORE, BE IT RESOLVED that the TCAG Board approves the Chair to sign the revised Memorandum of Understanding of the San Joaquin Valley Regional Policy Council.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to sign the reimbursement agreement between Stanislaus Council of Governments and Tulare County Association of Governments for Administration of the State and Federal Advocacy Contract.

The foregoing Resolution was adopted upon motion of Member _____,
seconded by Member _____, at a regular meeting held on the 18th day of October, 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

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING OF THE
SAN JOAQUIN VALLEY REGIONAL POLICY COUNCIL**

This MEMORANDUM OF UNDERSTANDING (“MOU”), which shall be effective June 25, 2021, by and between the Council of Fresno County Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, collectively the “**San Joaquin Valley Regional Planning Agencies**” or “**Valley RPAs**”, the San Joaquin Valley Unified Air Pollution Control District (“**District**”), and the San Joaquin Joint Powers Authority (“**SJJPA**”), herein referred to collectively as the “**San Joaquin Valley Regional Policy Council**” or “**Policy Council**”, hereby enter into this Memorandum of Understanding.

Recitals

A. The San Joaquin Valley Regional Planning Agencies entered into a Memorandum of Understanding on September 21, 1992, to create the San Joaquin Valley Regional Planning Agencies’ Policy Council which MOU was superceded and replaced by a Memorandum of Understanding dated September 21, 2006 (“**2006 MOU**”).

B. The 2006 MOU was superceded and replaced by a Memorandum of Understanding dated September 9, 2009 (“**2009 MOU**”) and the 2009 MOU added the District as a member of the Policy Council.

C. The Policy Council now desires to add SJJPA as a member of the Policy Council.

Agreement

NOW, THEREFORE, the parties hereto agree to voluntarily cooperate and coordinate as follows:

Section 1. Replace and Supersedes. This Memorandum of Understanding supersedes and replaces that certain Memorandum of Understanding dated September 9, 2009, by and between the above listed eight valley regional planning agencies and the District.

Section 2. New Member and Coordinated Role. This Memorandum of Understanding hereby adds the San Joaquin Joint Powers Authority as a member of the San Joaquin Valley Regional Planning Agencies Policy Council thereby increasing the membership of the Policy Council to ten agencies. SJJPA will take the lead in establishing and maintaining viable and efficient modes of passenger rail travel for the San Joaquin Valley including coordination with regional transportation and air quality planning efforts, securing federal and state funding for rail improvements, coordination with the High-Speed Rail Authority, and other related planning and implementation activities in consultation with the Valley RPA’s and the District.

Section 3. Cooperative Relationship. The formal cooperative relationship between the San Joaquin Valley RPAs, District and SJJPA is continued to ensure the effectiveness of regional transportation plans, to comply with the requirements of state and federal law, to contribute toward the attainment of federal and state ambient air quality standards, and passenger rail planning.

Section 4. Air Quality Strategies and Planning.

4.1. The District has the lead for air quality planning, but effective air quality strategies require the cooperation and joint actions of the Valley RPAs, SJJPA, other local, regional, state and federal government agencies, and the people of the San Joaquin Valley Air Basin. Toward that end, the Valley RPAs and SJJPA agree to participate in regularly scheduled conference calls with local, state and federal agencies including the California Air Resources Board (ARB), the California Department of Transportation (Caltrans), the California State Transportation Agency (CalSTA), the U.S. Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) to ensure good communication is maintained on issues important to the San Joaquin Valley.

4.2. The parties involved will comply with the Federal Clean Air Act and related regulations and guidance requiring that transportation-related State Implementation Plan (SIP) development decisions be made through interagency consultation. The parties agree to use the latest planning assumptions and emissions factors, conduct regional emissions analyses, and coordinate on the development of motor vehicle emissions budgets. The Valley RPAs will work toward keeping the Transportation Conformity Rule current with federal requirements and guidance, as appropriate. The District will also assist the Valley RPAs in obtaining appropriate and timely technical assistance from the ARB.

4.3. The Valley RPAs and SJJPA agree that it is in their interest to work closely together and develop joint or consistent policy positions whenever possible when dealing with state and federal air quality and transportation agencies. Each party has the responsibility to notify the other in a timely manner of anticipated or known policy issues with state and federal agencies, and to coordinate their response in an effort to present a unified position.

4.4. The Valley RPAs will take the lead in compliance with Section 108(f)(1) of the Federal Clean Air Act in developing the transportation control measure (hereinafter “TCM”) component of air quality plans (State Implementation Plans or SIPs). The Valley RPAs and SJJPA will consult with their member jurisdictions to facilitate consensus on implementing measures to address transportation related sources of air pollution. The Valley RPAs and SJJPA have limited legal authority to implement emission reduction measures directly, but will seek commitments from member jurisdictions, as appropriate, for inclusion in air quality plans. The Valley RPAs will submit an analysis and recommendation concerning which TCMs are reasonably available control measures for formal consideration by the District.

4.5. The Valley RPAs will take the lead in establishing and maintaining transportation conformity in the Valley as required by Section 176 (c) of the federal Clean Air Act, [42U.S.C. 7506(c)] and U.S Environmental Protection Agency (40 CFR parts 51 and 93). The Valley RPAs will work to ensure that regulatory requirements are met and federal funding and approval are

given to highway and transit projects that are consistent with and conform to the air quality goals established by the SIP. Conforming transportation plans, programs, and projects will not cause new air quality violations, worsen existing violations, or delay timely attainment of the National Ambient Air Quality Standards.

4.6. The Valley RPAs will coordinate with the District in updating the status of implementing local agency transportation control measures described in adopted air quality plans (State Implementation Plans or SIPs).

4.7. The Valley RPAs and District will work together in addressing state and federal initiatives such as greenhouse gas emission reductions as well as future air quality regulations. The parties recognize the importance and the expertise necessary to develop comprehensive local and regional approaches. The parties involved agree to dedicate staff resources as needed to cooperatively address state and federal requirements, while still meeting individual core mission elements such as protecting public health and delivering safe and efficient transportation projects.

4.8. The Valley RPAs will determine the allocation of Congestion Mitigation and Air Quality (CMAQ) funds to projects in a manner consistent with federal law and through locally developed project selection criteria. The Valley RPAs will consult with the District on project selection.

Section 5. Regional Transportation Planning.

5.1. The Valley RPAs and SJJPA will continue the coordination to develop Valleywide initiatives such as goods movement planning, Sustainable Communities Strategies (SCS) implementation and other regional activities to provide more efficient and effective transportation systems and land use patterns through the integration of transportation, housing, economic development and environmental protection elements and to ensure continuity of air quality planning approaches throughout the Valley.

5.2. The Valley RPAs and SJJPA agree to discuss key issues related to air quality and delivery of transportation projects. If staff level coordination is not adequate to achieve a unified position, either party has the option of bringing issues to senior management attention.

Section 6. Coordination of Legislative Efforts. The Policy Council agrees it is in its best interest to work on the coordination of legislative action at the state and federal level. These efforts will be directed at maximizing funding for the San Joaquin Valley. To implement these efforts, the Policy Council will collectively act as a lobbying coalition and focus its efforts on areas guided by the Policy Council.

Section 7. Resolution of Disputes. In order to reduce and resolve conflicts that may arise between the Valley RPAs, District or SJJPA in a timely manner, each party agrees to establish an issues resolution coordination procedure within its own organization. Each party will designate a policy-level staff person as the point of contact or “Issues Coordinator”. When either party believes a conflict exists or is emerging, it is their responsibility to alert the other party through its Issues Coordinator. Each party will choose its own manner of communicating internally, but

communications between the parties will be coordinated through the Issues Coordinators. If staff level coordination is not adequate to achieve a common position, either party has the option of bringing issues to senior management attention.

Section 8. Severability. If any portion of this MOU or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State, or local statutes, ordinances, or regulations the remaining provisions of this MOU or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this MOU are severable.

Section 9. Amendment. This MOU may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this MOU and attached to the original MOU to maintain continuity.

Section 10. Counterparts and Electronic Signatures.

10.1. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

10.2. Each party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this MOU or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

******Signatures contained on next page******

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective officers to be effective on the date first written above.

Council of Fresno County Governments

San Joaquin Council of Governments

By: _____

By: _____

Its: _____

Its: _____

By: _____
Its Executive Director

By: _____
Its Executive Director

Kern Council of Governments

Stanislaus Council of Governments

By: _____

By: _____

Its: _____

Its: _____

By: _____
Its Executive Director

By: _____
Its Executive Director

Kings County Association of Governments

Tulare County Association of Governments

By: _____

By: _____

Its: _____

Its: _____

By: _____
Its Executive Director

By: _____
Its Executive Director

**Madera County Transportation
Commission**

**San Joaquin Valley Unified Air Pollution
Control District**

By: _____

By: _____

Its: _____

Its: _____

By: _____
Its Executive Director

By: _____
Its Executive Director

Merced County Association of Governments

San Joaquin Joint Powers Authority

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its Executive Director

Its Executive Director

REIMBURSEMENT AGREEMENT

between the

STANISLAUS COUNCIL OF GOVERNMENTS

and

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

FOR

ADMINISTRATION OF STATE AND FEDERAL ADVOCACY CONTRACTS

This Reimbursement Agreement (“**Agreement**”) is dated September 27, 2021 for reference purposes and is effective as of July 1, 2021, (“**Effective Date**”), by and between the Stanislaus Council of Governments, a joint powers authority established under California Government Code section 6500 et seq., (hereinafter “**StanCOG**”) and the Tulare County Association of Governments (“**Agency**”), for administration and cost sharing of State and Federal advocacy agreements benefiting the San Joaquin Valley Region. StanCOG and the Agency are individually referred to herein as “Party” and may be collectively referred to herein as “Parties”.

RECITALS

- A. WHEREAS, the Stanislaus Council of Governments (StanCOG) is a member of the San Joaquin Valley Regional Planning Agencies; and
- B. WHEREAS, the San Joaquin Valley Regional Planning Agencies is a forum of regional planning agencies and metropolitan planning organizations consisting of the Council of Fresno Governments, the Kern Council of Governments, the Kings County Association of Governments, the Madera County Transportation Commission, the Merced County Association of Governments, the San Joaquin Council of Governments, the Stanislaus Council of Governments, the Tulare County Association of Governments, the San Joaquin Valley Unified Air Pollution Control District, and the San Joaquin Joint Powers Authority hereinafter collectively referred to as “**Policy Council**,”; and
- C. WHEREAS, the Agency desired to join in the Policy Council efforts to maximize funding for the San Joaquin Valley region; and
- D. WHEREAS, the Policy Council amended its Memorandum of Understanding, dated June 25, 2021, and added the San Joaquin Joint Powers Authority as a member of the Policy Council; and
- E. WHEREAS, all members of the Policy Council have agreed to share the cost equally of state and federal advocacy for Fiscal Year 2021/2022; and

F. WHEREAS, StanCOG has agreed to serve as the fiscal agent for purposes of the state and federal advocacy agreements by invoicing each member of the Policy Council for its respective share of the agreement costs and paying the state and federal advocacy invoices pursuant to the terms of the agreements; and

G. WHEREAS, each member of the Policy Council desires to enter into this agreement pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and condition hereinafter contained, the Parties hereto agree as follows:

AGREEMENT

Section 1. Recitals. The recitals above are hereby incorporated in this Agreement as if fully set forth herein.

Section 2. Advocacy Agreements. The Policy Council has entered into: (i) a Professional Services Agreement with Khouri Consulting, LLC for state advocacy services for an annual amount of \$70,000.00, billed monthly; and (ii) a Professional Services Agreement with Simon and Company, Inc., for federal advocacy services for an annual amount of \$50,000.00, billed monthly. Agreements cover the period July 1, 2021 through June 30, 2022. The state and federal advocacy agreements are collectively referred to herein as the “**Subject Agreements.**” Each Member of the Policy Council has agreed to share equally in the cost of the Subject Agreements.

Section 3. Agency’s Contribution.

3.1. Each member of the Policy Council will share in the cost of the Subject Agreements equally; therefore, the Agency shall be responsible for \$12,000.00 annually (“**Agency’s Share**”). Upon execution of this Agreement, StanCOG shall invoice Agency for its annual contribution. Agency will have the option to pay the Agency’s Share in one lump sum payment or in monthly installments of \$1,000.00 each. If paying in one lump sum, payment shall be made to StanCOG within thirty (30) calendar days of receipt of the invoice. If paying in monthly installments, payment shall be made in arrears to StanCOG within thirty (30) calendar days of receipt of an invoice.

3.2. Agency has received a copy of the Subject Agreements and agreed to the scope of work. All costs charged to this Agreement by StanCOG shall be directly related to Agency’s Share of the Subject Agreements. StanCOG shall also comply with Title 2, Code of Federal Regulations, Part 200 (Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Governments) in the procurement of services, supplies or equipment.

Section 4. StanCOG Payment of Subject Agreements. StanCOG shall pay the Subject Agreements monthly pursuant to the terms of the Subject Agreements. StanCOG’s obligation to make payments is subject to StanCOG’s actual receipt of the Agency’s Share and the other Policy Council member’s share of total cost of the Subject Agreements as identified in Section 3.

Section 5. Term. The Term of this Agreement shall be July 1, 2021 through June 30, 2022.

Section 6. Accounting, Audit, Retention and Inspection of Records.

6.1. StanCOG agrees Agency or its designated representative(s) shall have the right to review, obtain, copy and audit all books, records, accounts, documentation and any other materials, collectively “**Records**”, pertaining to the performance of this Agreement. StanCOG will permit access to its premises, upon reasonable notice, during normal business hours, for the purpose of inspecting and copying such Records for the purpose of determining compliance with any applicable laws, regulations and the provisions of this Agreement.

6.2. StanCOG agrees to maintain Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

Section 7. Disputes.

7.1. If a dispute arises between the Parties to this Agreement, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

7.1.1. A meeting shall be held promptly between the Parties that will be attended by the Agency’s Executive Director and StanCOG’s Executive Director (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.

7.1.2. If the Parties are unsuccessful in resolving the dispute under 7.1.1, above, they may:

- (i) Agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
- (ii) Initiate litigation following advance written notice to the other Party of not less than thirty (30) days.

7.2. If any Party should bring a legal action against the other to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs, as determined by a court of competent jurisdiction in said proceeding.

Section 8. Termination.

8.1. Either Party may terminate this Agreement for any reason at any time upon thirty (30) days written notice. The notice for early termination may permit the Agency or StanCOG to rectify any deficiency(ies) prior to the early termination date. Early termination does not relieve the Agency of its obligation to pay Agency’s Share in full.

Section 9. Notices

9.1. Any notice(s) required pursuant to this Agreement shall be made in writing by hand-delivery, facsimile, first-class mail (registered or certified, return receipt requested), overnight courier service, or by electronic mail if the Party to be provided notice has provided its email address to the other Party. Notices of changes or amendments to this Agreement, disputes, or court action must be served pursuant to non-electronic means provided for in this section.

9.2. All notices shall be deemed given and effective on the earliest of: (a) the date of transmission if such notice or communication is delivered via facsimile or electronic mail prior to 5:00 p.m. PST on a business day; (b) the next business day if such notice or communication is delivered via facsimile or electronic mail later than 5:00 p.m. PST on a business day; (c) the third business day following the date of mailing if sent by U.S. mail, nationally recognized courier service; or (d) upon actual receipt by the party to whom such notice is personally given.

9.3. Notices may be provided at the following addresses below. Each Party reserves the right to change its address for purposes of notice by providing written notice to the other Party.

To StanCOG: Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354
Attention: Karen Dunger
Telephone: (209) 525-4600
Facsimile: (209) 558-7833
Email: finance@stancog.org

To Agency: Tulare County Association of Governments
210 N. Church Street, Suite B
Visalia, CA 93291
Attention: Ted Smalley
Telephone: (559) 623-0450
Email: TSmalley@tularecag.ca.gov

Section 10. Amendments. This Agreement may be modified or amended by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

Section 11. Indemnification. Except for the active negligence or willful misconduct of StanCOG and any of its directors, officers, agents, employees, assigns, and successors in interest,

the Agency undertakes and agrees to defend, indemnify, and hold harmless StanCOG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including StanCOG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Agency, its employees and agents in connection with its activities under this Agreement.

Section 12. Independent Contractor, No Joint Venture. The Agency, its officers, employees, and agents shall be independent contractors in the performance of this Agreement, and not officers, employees, contractors, or agents of StanCOG.

Section 13. Assignment. Neither Party shall assign this Agreement, or any part thereof, without the written consent of each Party to this Agreement, which consent will not be unreasonably withheld. Any assignment without such written consent shall be void and unenforceable.

Section 14. Successors. This Agreement shall bind and benefit the Parties hereto, and their successors and permitted assigns.

Section 15. Entire Agreement. This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged or terminated unless the same is in writing executed by the parties. Agency and StanCOG represent that in entering this Agreement, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

Section 16. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or local statutes, ordinance, or regulations the remaining provisions of this Agreement or application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Section 17. Governing Law. All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State. Any dispute not resolved by informal means between the parties to this Agreement may be adjudicated in a court of law under the laws of the State of California.

Section 18. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless modified pursuant to the terms of this Agreement.

Section 19. Counterparts and Electronic Signatures

19.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

19.2. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto and shall become effective as of the date first written above.

**Stanislaus Council of Governments,
a joint powers agency**

Tulare County Association of Governments

Rosa De Leon Park
Its Executive Director

Ted Smalley
Its Executive Director

Date

Date

APPROVED AS TO FORM

Monica Streeter
General Counsel

Tulare County Association of Governments

AGENDA ITEM VIII-J

October 18, 2021

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Approve Memorandum of Understanding Establishing the Roles and Responsibilities for Integrating the Cross Valley Corridor Plan, San Joaquins, and Connectivity to Future High Speed Rail Service

BACKGROUND:

In 2018, the Cross Valley Corridor Plan was completed by TCAG's consultant. The plan focuses on the development of two components: a passenger rail system on a 75-mile segment of the San Joaquin Valley Railroad tracks running between Huron and Porterville with multiple stations along its route, and passenger bus service in the Corridor to connect Tulare and Kings County residents to the planned Kings/Tulare Regional High Speed Rail Station.

TCAG is a member agency of the San Joaquin Joint Powers Authority, which operates the Amtrak San Joaquins intercity rail service.

DISCUSSION:

The San Joaquin Joint Powers Authority (SJJPA), Tulare County Association of Governments, Kings County Association of Governments, Kings County Area Public Transit Agency, Visalia Transit, and the Tulare County Regional Transit Agency have discussed the potential advantages of working together to implement integrated, enhanced, regional bus service in the Cross Valley Corridor that provides connectivity to the future Kings/Tulare High Speed Rail Station and precedes the ultimate operation of the Cross Valley passenger rail service. In addition, the parties have discussed the possibility of retaining the SSJPA to serve as the operator of the future Cross Valley Rail Service.

In order to begin the planning process to accomplish these objectives, the parties desire to enter into a Memorandum of Understanding (MOU) to establish roles and responsibilities for the successful implementation of the goals outlined in the MOU. The MOU has been approved by the SJJPA and TCRTA as of the date this agency went to print and is attached to this staff report.

ATTACHMENT:

Memorandum of Understand by and between the Tulare County Association of Governments, Tulare County Regional Transit Agency, Kings County Association of Governments, Kings County Area Public Transit Agency, Visalia Transit, and San Joaquin Joint Powers Authority to Establish the Process and Roles and Responsibilities for Integrating the Cross Valley Corridor Plan, the San Joaquins, and Connectivity to the State's Future High Speed Rail Service.

RECOMMENDATION:

Approve the MOU and authorize the Executive Director to sign the MOU as attached.

Work Element: 602.04 – Transit Planning and Coordination

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
TULARE COUNTY ASSOCIATION OF GOVERNMENTS, TULARE COUNTY REGIONAL
TRANSIT AGENCY, KINGS COUNTY ASSOCIATION OF GOVERNMENTS, KINGS
COUNTY AREA PUBLIC TRANSIT AGENCY, VISALIA TRANSIT
AND
SAN JOAQUIN JOINT POWERS AUTHORITY**

**TO ESTABLISH THE PROCESS AND ROLES AND RESPONSIBILITIES FOR
INTEGRATING THE CROSS-VALLEY CORRIDOR PLAN, THE SAN JOAQUINS, AND
CONNECTIVITY TO THE STATE’S FUTURE HIGH-SPEED RAIL SERVICE**

This Memorandum of Understanding (MOU) is entered into by and between the Tulare County Association of Governments, Tulare County Regional Transit Agency, Kings County Association of Governments, Kings County Area Public Transit Agency, Visalia Transit, and San Joaquin Joint Powers Authority (referred to herein collectively as the “Participants”) to facilitate coordination in establishing the roles and responsibilities for integrating the Cross-Valley Corridor Plan, the San Joaquins Thruway bus services, and connectivity to the future State High-Speed Rail Service.

PERTINENT ENTITIES

Tulare County Association of Governments (Referred to in this MOU as “TCAG”): the agency responsible for metropolitan transportation planning for the Tulare County region, including planning for and addressing the mobility needs of the County’s growing population.

Tulare County Regional Transit Agency (Referred to in this MOU as “TCRTA”): the agency responsible for providing public transit service to the County of Tulare and cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake.

Kings County Association of Governments (Referred to in this MOU as “KCAG”): the agency responsible for metropolitan transportation planning for the Kings County region, including planning for and addressing the mobility needs of the County’s growing population.

Kings County Area Public Transit Agency (Referred to in this MOU as “KCAPTA”): the agency responsible for providing public transit service to the cities of Avenal, Corcoran, Hanford, Lemoore, and the unincorporated communities of Armona, Grangeville, Hardwick, Kettleman City, Laton, and Stratford.

The City of Visalia (Referred to in this MOU as “COV”): the agency responsible for the governance, planning, implementation, operation, and maintenance of the Visalia Transit service.

San Joaquin Joint Powers Authority (Referred to in this MOU as “SJJPA”): the agency responsible for the governance, operation, and maintenance of the San Joaquins intercity passenger rail service.

GENERAL BACKGROUND

In 2016, TCAG initiated the Cross Valley Plan ("Plan") to study the connectivity and mobility improvements in the Central Valley. Its aim was to increase transit service efficiency, enable communities and cities within the Cross Valley Corridor ("Corridor") to promote development that supports transit usage, encourage revitalization and economic development, and facilitate growth in support of the California High-Speed Rail ("HSR") investment.

The Corridor would follow the existing freight rail corridor ("San Joaquin Valley Railroad tracks") from Huron to Porterville, which also roughly parallels much of State Routes 198 and 65 located in central California. The Corridor would include the proposed Kings/Tulare Regional High-Speed Rail Station and would benefit the region by potentially linking the communities to each other. These cities and communities include Huron, Naval Air Station (NAS) Lemoore, Lemoore, Hanford, Goshen, Visalia, Farmersville, Exeter, Lindsay, and Porterville. Unincorporated communities of Armona and Strathmore may also be served by transit stops. There is also a desire to provide easy transit connections to the Cities of Tulare, Dinuba, and Woodlake by utilizing their existing downtown transit centers.

This project enabled TCAG to evaluate a range of new public transit service alternatives that would be able to accommodate future population and economic growth, while being compatible with existing land uses and future development opportunities. By planning for a Corridor transit system well in advance, right-of-way and land needs can be identified and protected now, avoiding costly acquisitions or eminent domain processes later. In 2018, the Final Plan was adopted by TCAG.

The Plan focuses on the development of two components 1) a passenger rail system ("Cross Valley Rail Service") on a 75-mile segment of the San Joaquin Valley Railroad tracks running between Huron and Porterville with multiple stations along its route, and 2) integrate passenger bus service ("Bus Service") in the Corridor with the Cross Valley Rail Service and the planned Kings/Tulare Regional HSR station.

The *San Joaquins* Amtrak passenger rail service runs north and south through the San Joaquin Valley between Bakersfield, Sacramento, and Oakland ("*San Joaquins System*") with multiple stations located therein between, together with a thruway bus system throughout the *San Joaquins System*. Two (2) of the *San Joaquins* stations are located within the Corridor: downtown Hanford and downtown Corcoran with thruway bus service between Visalia, the Hanford Amtrak station, and the Central Coast. SJJPA expects to truncate the San Joaquins at Merced once the Merced-Bakersfield HSR Interim Service is in service, making Merced its southern terminus and connecting the San Joaquins at Merced to HSR. SJJPA desires to continue to provide connectivity to the future Kings/Tulare HSR station to Hanford, Corcoran, and Visalia, and other Kings/Tulare communities traditionally served by San Joaquins Thruway buses.

The Participants have discussed the potential advantages working together to implement integrated, enhanced local/regional bus service in the Corridor that provides connectivity to the future Kings/Tulare HSR Station and development and ultimately the operation of the Cross Valley passenger rail service along the *San Joaquins System*. In addition, the Participants have discussed the possibility of retaining the SJJPA to serve as the operator of the Cross Valley Rail Service. In order to begin the planning process to accomplish these objectives, the Participants desire to enter into this MOU for the purposes of memorializing the understanding of the Participants and establish a framework to negotiate agreements establishing their roles and responsibilities for the successful implementation of the objects contained in this MOU.

RECITALS

- A. Whereas, in 2018 TCAG adopted the Plan to develop a rail system and bus service within the Corridor;
and
- B. Whereas, the implementation of coordinated bus service within the Corridor will connect to the planned Cross Valley Rail System, and the State's future HSR System; and
- C. Whereas, the implementation of the Cross Valley Rail System will provide regional service over 75 miles of track, connection of multiple communities within the Corridor between Huron and Porterville;
and
- D. Whereas, the cities of Hanford, and Corcoran have been served by the *San Joaquins* stations for many years and should be provided good connectivity to the future Kings/Tulare HSR Station; and
- E. Whereas, the residents within and visiting the Corridor will benefit from the development and implementation of the Plan and additional bus connectivity by providing a coordinated and integrated transit system providing riders with transit options within and outside the Corridor; and
- F. Whereas, the Participants desire to work together to develop and implement the objectives in the Plan;
and
- G. Whereas, the Participants are interested and desire to pursue a coordinated implementation strategy to provide improved transit service, connecting the communities within the Corridor with each other, the Cross Valley Rail System, HSR and the *San Joaquins*; and
- H. Whereas, the Participants desire to memorialize in this non-binding MOU their shared understanding for the development of the Plan; and
- I. Whereas, the Participants intend to utilize this MOU as the next step in implementing the Plan and expect that this process will be collaborative and iterative; and
- J. Whereas, the Participants desire to memorialize in this non-binding MOU their shared commitment to negotiate agreements establishing the roles and responsibilities for the Participants regarding the implementation of the Plan as it develops.
- K. Whereas, the Participants are interested in potentially retaining the SJJPA as the Operating Agency of the Rail System due to its experience in its operations of the *San Joaquins* as well as its managing agency, the San Joaquin Regional Rail Commission, development, and operation of the ACE commuter rail service between San Joaquin, Alameda and Santa Clara counties.

NOW, THEREFORE, THE PARTICIPANTS SHARE THE FOLLOWING UNDERSTANDING:

Bus System:

- Further develop coordinated bus service along the Corridor and helping them run more efficiently to serve three counties (Kings, Tulare, and Fresno). This network includes Huron, NAS Lemoore, Lemoore, Hanford, Farmersville, Exeter, Lindsay, Porterville, Dinuba, Woodlake, and Tulare.
- To continue to provide direct connection to downtown Hanford and downtown Corcoran to intercity passenger rail service once HSR Interim Service begins, SJJPA proposes to request state funds to enable timed bus connections from Corcoran and Hanford to the Kings/Tulare HSR Station, while also increasing bus connectivity between the Kings/Tulare HSR Station and Visalia.
- SJJPA intends to partner with the following existing local/regional transit operators: KCAPTA, Visalia Transit, and Tulare County Regional Transit Agency regarding feeder bus service to Hanford, Corcoran, and Visalia. SJJPA intends to request state funds to contribute to a larger, more frequent, and coordinated bus service that will coincide with the opening of Merced-Bakersfield HSR Interim Service. This partnership to enhance bus service will be key towards the implementation of Phase 1 of 2018 TCAG Cross-Valley Corridor Plan.
- SJJPA intends to work with KCAPTA and Visalia Transit to request state funding as part of the San Joaquins Thruway bus network to enhance local/regional bus service between Visalia and Hanford to improve connectivity to the existing San Joaquins service until the Merced-Bakersfield HSR Interim Service begins operations.
- Additional more detailed agreements will be needed. Parties agree to work together towards achieving common agreed upon goals.

Cross Valley Rail System:

- The Cross-Valley Rail System is a 75-mile existing rail corridor between Huron and Porterville in Kings and Tulare Counties which would connect downtown Hanford, downtown Visalia, and other Kings/Tulare cities to the future Kings/Tulare HSR Station. The existing freight rail corridor is active in some segments and abandoned in others. The majority of the corridor is currently owned and operated by the San Joaquin Valley Railroad (SJVRR) and existing track conditions are not suitable for passenger rail operations.
- KCAG completed a Cross Valley Passenger Rail feasibility study back in 1997 and again in 2015.
- TCAG completed the “Cross Valley Corridor Plan” in March 2018.
- Cross Valley Passenger Rail is supported in the General Plans of Tulare County and Kings County and is included in the 2018 State Rail Plan.
- SJJPA would work in partnership with TCAG and KCAG to plan, secure funding, and implement Cross-Valley Rail.

- Phase 1 is to secure environmental clearance and right-of-way protection, negotiate with freight railroads, conduct site selection, and begin transit stations in communities without existing transit centers.
- Phase 2 is to implement passenger rail service between Lemoore and Visalia (with stations at Hanford and Kings/Tulare HSR Station).
- Phase 3 is to extend passenger rail service to Huron and Porterville with additional intermediate stations at NAS Lemoore, Farmersville, Exeter, and Lindsey.
- SJJPA may be identified as the Operating Agency for Cross Valley Rail.
- Additional more detailed agreements will be needed. Parties agree to work together towards achieving common agreed upon goals.

OFFICIAL COMMUNICATIONS

The respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU are:

- Dan Leavitt, Manager of Regional Initiatives, SJJPA
- Ted Smalley, Executive Director, TCAG
- Richard Tree, Executive Director, Tulare County Regional Transit Agency
- Terri King, Executive Director, KCAG
- Angie Dow, Executive Director, KCAPTA
- Angelina Soper, Transit Manager, Visalia Transit

NON-BINDING MOU

- a. This MOU is a non-binding, voluntary initiative and does not create any legally binding rights, limitations, or obligations upon the Participants. This MOU does not purport to include all provisions relative to the structure or terms of the proposed transaction or definitive documents. Rather, the Participants agree that any binding commitments in future will be memorialized in agreements as they are negotiated. Each party shall bear its own costs related to this effort unless otherwise agreed to in writing.
- b. Should the Participants reach an impasse in the collaborative effort anticipated by this MOU, the contact points (identified above) will make an expeditious and good faith effort at working together to resolve the impasse. Should that effort be unsuccessful, the Participants agree to elevate the outstanding issues to their respective governing body who will then make an expeditious and good faith effort at working together to resolve the impasse.

- c. This MOU is not intended to amend or impact in any way other existing written agreements or MOUs that Participants may have entered pertaining to SJJPA, ACE or the Valley Link project, in general.
- d. This MOU is effective from the date of its last signature and shall remain in effect until another MOU or agreement is executed between the Participants, or one Participant withdraws from the MOU, whichever is earlier.
- e. The Participants may, at any time, withdraw from this MOU by providing a written notice to the other Participant.
- f. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile, pdf., or electronic/computer-image signatures will be treated as originals.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understand each and every provision hereof, the parties have caused this MOU to be effective from the date of its last signature.

Tulare County Association of Governments Tulare County Regional Transit Agency

<p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
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Kings County Association of Governments Kings County Area Public Transit Agency

<p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
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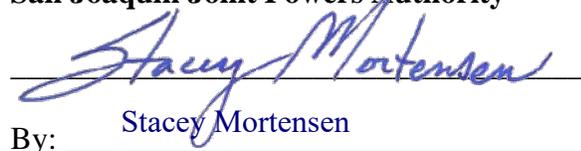
Visalia Transit

By: _____

Its: _____

Date: _____

San Joaquin Joint Powers Authority



By: Stacey Mortensen

Its: Executive Director

Date: September 24, 2021

AGENDA ITEM VIII-G

October 18, 2021

Prepared by Brideget Moore, TCAG Staff

SUBJECT:

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

BACKGROUND:

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

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

DISCUSSION:

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

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

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

RECOMMENDATION:

No action required at this time.

ATTACHMENT:

None

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Tulare County Association of Governments

AGENDA ITEM VIII-J

October 18, 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:

A number of agreements were approved by the TCRTA in late September, including a Memorandum of Understanding (MOU) with the City of Visalia regarding grant management, an MOU with the San Joaquin Joint Powers Authority and partner agencies (the same one TCAG considers today), and the Measure R Cooperative Agreement that allows the TCRTA to receive and administer Measure R funds.

Documentation has been submitted to Federal Transit Administration (FTA) headquarters from FTA Region 9 to request authorization to designate TCRTA as a federal funding grantee. This should take effect federal Fiscal Year 2022.

ATTACHMENT:

None

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Tulare County Association of Government
Sitting as the Abandoned Vehicle Abatement Authority

AGENDA ITEM IX-A

October 18, 2021

Prepared by Michele Boling, TCAG Staff

SUBJECT:

Information: Abandoned Vehicle Abatement (AVA) 2020/2021 Third and Fourth Quarter Reports

BACKGROUND:

The Abandoned Vehicle Abatement (AVA) Program Third Quarter Report for FY 2020/2021 represents the period from January 1 to March 31, 2021. The Abandoned Vehicle Abatement (AVA) Program Fourth Quarter Report for FY 2020/2021 represents the period from April 1 to June 30, 2021.

DISCUSSION:

The State's quarterly disbursements are distributed according to the following formula:

- 1) Allocates 1% to the Tulare County Association of Governments (TCAG) for support of TCAG's role as Abandoned Vehicle Abatement Service Authority; and
- 2) Distributes 50% of the remaining quarterly allocation to the eight cities and county in direct proportion to their population as determined by State Department of Finance January 1, 2020 estimates; and
- 3) Distributes 50% of the remaining quarterly allocation to the eight cities and county in direct proportion to their share of the total number of abatements made during that quarter.
- 4) The amount received for 2020/2021 Third Quarter distribution is \$106,984.99. The distributed amount is based on the above criteria as represented on Attachment A. The amount received for 2020/2021 Fourth Quarter distribution is \$108,411.13. The distributed amount is based on the above criteria as represented on Attachment B.

ATTACHMENT:

1. Tulare County Abandoned Vehicle Abatement Third Quarter 2020/2021 FY Report
2. Tulare County Abandoned Vehicle Abatement Fourth Quarter 2020/2021 FY Report

Tulare County Abandoned Vehicle Abatement Service Authority								
Report on Allocations for 3rd Quarter, January 1-March 31					2020-2021			
\$ 106,984.99	Authority's allocation of Abandoned Vehicle Abatement Funds from State							
\$ 1,069.85	1% administration fee levied by the Tulare County Association of Governments							
\$ 105,915.14	Funds distributed to Local Jurisdictions by the Authority this quarter							
Local Jurisdiction	Population as of 5/1/2020	Percentage of Population	Funding Allocation Based on Population	Total Number of Abatements	Percentage of Abatements	Funding Allocation Based on Abatements	Total Funding Allocation for Quarter	Total Number of Voluntary Abatements
Dinuba	25,994	5.23%	\$ 2,868.01	0	0.00%	\$0.00	\$ 2,868.01	53
Exeter	11,030	2.35%	\$ 1,216.98	0	0.00%	\$0.00	\$ 1,216.98	0
Farmersville	11,399	2.40%	\$ 1,257.69	0	0.00%	\$0.00	\$ 1,257.69	0
Lindsay	13,154	2.77%	\$ 1,451.33	0	0.00%	\$0.00	\$ 1,451.33	0
Porterville	59,655	12.78%	\$ 6,581.94	3	33.33%	\$17,652.52	\$ 24,234.46	62
Tulare	67,834	13.86%	\$ 7,484.37	0	0.00%	\$0.00	\$ 7,484.37	0
Visalia	138,649	28.63%	\$ 15,297.64	0	0.00%	\$0.00	\$ 15,297.64	104
Woodlake	7,773	1.64%	\$ 857.62	0	0.00%	\$0.00	\$ 857.62	0
Unincorporated	144,489	30.34%	\$ 15,941.99	6	66.67%	\$35,305.05	\$ 51,247.04	27
TOTALS	479,977	100.00%	52,957.57	9	100.00%	\$52,957.57	\$ 105,915.14	246

Tulare County Abandoned Vehicle Abatement Service Authority								
Report on Allocations for 4th Quarter, April 1-June 30					2020-2021			
\$ 108,411.13	Authority's allocation of Abandoned Vehicle Abatement Funds from State							
\$ 1,084.11	1% administration fee levied by the Tulare County Association of Governments							
\$ 107,327.02	Funds distributed to Local Jurisdictions by the Authority this quarter							
Local Jurisdiction	Population as of 5/1/2020	Percentage of Population	Funding Allocation Based on Population	Total Number of Abatements	Percentage of Abatements	Funding Allocation Based on Abatements	Total Funding Allocation for Quarter	Total Number of Voluntary Abatements
Dinuba	25,994	5.29%	2,906.24	0	0.00%	0.00	\$ 2,906.24	49
Exeter	11,030	2.30%	1,233.20	0	0.00%	0.00	\$ 1,233.20	0
Farmersville	11,399	2.37%	1,274.46	0	0.00%	0.00	\$ 1,274.46	0
Lindsay	13,154	2.79%	1,470.67	0	0.00%	0.00	\$ 1,470.67	0
Porterville	59,655	12.58%	6,669.69	8	23.53%	12,626.71	\$ 19,296.40	52
Tulare	67,834	13.98%	7,584.14	0	0.00%	0.00	\$ 7,584.14	0
Visalia	138,649	28.85%	15,501.56	10	29.41%	15,783.38	\$ 31,284.94	146
Woodlake	7,773	1.65%	869.05	1	2.94%	1,578.34	\$ 2,447.39	2
Unincorporated	144,489	30.21%	16,154.50	15	44.12%	23,675.08	\$ 39,829.58	18
TOTALS	479,977	100.00%	53,663.51	34	100.00%	\$ 53,663.51	\$ 107,327.02	267