

## Attachment A

Copy of FY 23/24 Agreement between TCAG/State  
(Reference Only)

FEDERAL APPORTIONMENT EXCHANGE PROGRAM  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
REGIONAL TRANSPORTATION PLANNING AGENCY

District: 06

Agency: Tulare County Association of Governments

Agreement No. X24-6094(038)

AMS Adv ID:0624000257

THIS AGREEMENT is made on 05/01/2024, by Tulare County Association of Governments, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of federal apportionments made available to STATE for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program/Regional Surface Transportation Block Grant Program [RSTP/RSTBGP] funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP/RSTBGP apportionment:

\$6,490,831.00 for Fiscal Year 2023/2024

The above referenced portion of RTPA's estimated annual RSTP/RSTBGP apportionment is equal to the estimated total RSTP/RSTBGP apportionment less (a) the estimated minimum annual RSTP/RSTBGP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP/RSTBGP minimum apportionment, and (c) those RSTP/RSTBGP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP/RSTBGP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Tulare County.

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For Caltrans Use Only

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I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

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 Accounting Officer

| Date 03/26/2024 | \$ 6,490,831.00

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP/RSTBGP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed \$6,490,831.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP/RSTBGP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other public transportation agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 6 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP/RSTBGP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

#### 9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) RTPA will assure that its fund recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the parties, hereto, STATE is authorized to intercept and withhold future payments due RTPA and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

#### 10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

#### 11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### 12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

### 13. TRAVEL AND SUBSISTENCE

Payments to only RTPA for travel and subsistence expenses of RTPA forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department of Transportation

By: 

Office of Project Management Oversight  
Division of Local Assistance

Date: 05/01/2024

Tulare County Association of  
Governments

By: Theodore Smalley

Title: TCAG Executive Director

Date: 5-1-2024

[illegible]

Tulare County Association of Governments

**(RTPA NAME)**

[illegible]

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

In the matter of:

EXCHANGING 2023/2024 REGIONAL	)	
SURFACE TRANSPORTATION PROGRAM	)	
FUNDS FOR STATE HIGHWAY ACCOUNT	)	Resolution No. 2024-034
FUNDS	)	

WHEREAS, MAP-21 designates Regional Surface Transportation Program (RSTP) funds for distribution to counties and Metropolitan Planning Organizations (MPOs); and

WHEREAS, the Tulare County Association of Governments (TCAG) is the designated MPO for Tulare County; and

WHEREAS, as result of the 2020 Census, all of the cities and the County are able to exchange RSTP funds for state funds; and

WHEREAS, California's *Intermodal Surface Transportation Enhancement Act (ISTEA)* implementing legislation created the option for Counties and MPOs with 1990 urbanized area populations of 200,000 or less to exchange all of their RSTP funds for non-Federal State Highway Account funds on a dollar-for-dollar basis; and

WHEREAS, TCAG remains committed to its prior RSTP commitments to projects programmed in the FTIP and any remaining apportionment balance would be distributed to each member agency on the basis of population; and

WHEREAS, the Executive Director of the Tulare County Association of Governments is authorized to sign all necessary agreements related to this action on behalf of the TCAG Board of Governors.

NOW, THEREFORE, BE IT RESOLVED, that the TCAG Board of Governors approves the exchange of its 2023/2024 RSTP funds for State Highway Account funds on a dollar-for-dollar basis; and

BE IT FURTHER RESOLVED that if the County of Tulare desires to exchange its portion of eligible RSTP funds, this Board will support said exchange.

The foregoing Resolution was adopted upon motion of Member Flores, seconded by Member Poochigian, at a regular meeting held on the 15<sup>th</sup> day of April 2024, by the following vote:

AYES: Micari, Vander Poel, Shuklian, Valero, Townsend, Reynosa, Riddle,  
Hernandez, Flores, Sayre, Mendoza, Wynn, Holscher, Allen, Poochigian and  
Whitmire


NOES:

ABSTAIN:

ABSENT: Caudillo

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

  
\_\_\_\_\_  
Amy Shuklian  
Chair, TCAG

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



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

In the matter of:

DISTRIBUTING THE REGIONAL SURFACE )	
TRANSPORTATION PROGRAM FUNDS )	Resolution No. 2024-035
FOR FY 2023/2024 )	

WHEREAS, MAP-21 designates Regional Surface Transportation Program (RSTP) funds for distribution to Counties and Metropolitan Planning Organizations (MPOs); and

WHEREAS, the Tulare County Association of Governments (TCAG) is the designated MPO for Tulare County; and

WHEREAS, RSTP funds in the amount of \$887,784 are available to the County of Tulare for the 2023/2024 fiscal year; and

WHEREAS, the RSTP fund amount available to the County of Tulare and TCAG for the 2023/2024 fiscal year has been estimated as apportioned in the amount of \$7,378,615; and

WHEREAS, the estimated RSTP fund amount available to TCAG is \$6,490,831 for the 2023/2024 fiscal year; and

WHEREAS, the RSTP funds available to the County of Tulare and TCAG for 2023/2024 fiscal year have not been finalized; and

WHEREAS, California's *Intermodal Surface Transportation Enhancement Act (ISTEA)* implementing legislation created the option for Counties and MPOs with 1990 urbanized area populations over 200,000 to exchange what is determined as the rural portion of their RSTP funds (Small Area Funds) in the non-urbanized areas for non-Federal State Highway Account funds on a dollar-for-dollar basis; and

WHEREAS, the Small Area (Rural) amount available to TCAG for exchange is \$6,490,831; and

WHEREAS, TCAG approved the exchange and distribution of Small Area STP Funds for State Highway Account Funds on June 17, 2013 via Resolution; and

WHEREAS, TCAG remains committed to its prior RSTP commitments to projects programmed in the FTIP and any remaining apportionment balance would be distributed to each member agency on the basis of population; and

WHEREAS, the Executive Director of the Tulare County Association of Governments is authorized to sign all necessary agreements related to this action on behalf of the TCAG Board of Governors.

NOW, THEREFORE BE IT RESOLVED that the TCAG Board of Governors approves the distribution 2023/2024 RSTP apportionments for Small Area state exchange and the allocation and programming of prior project commitments utilizing RSTP funds in the Federal Transportation Improvement Program (FTIP).

NOW, BE IT FURTHER RESOLVED, that if member agencies desire to exchange federalized portions of eligible RSTP funds for other types of funds under agreed upon conditions, this Board will support said exchange.

The foregoing Resolution was adopted upon the motion of Member Flores, seconded by Member Poochigian, at a regular meeting on the 15<sup>th</sup> day of April 2024, by the following vote:


AYES: Micari, Vander Poel, Shuklian, Valero, Townsend, Reynosa, Riddle, Hernandez, Flores, Sayre, Mendoza, Wynn, Holscher, Allen, Poochigian and Whitmire

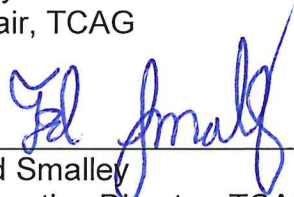
NOES:

ABSTAIN:

ABSENT: Caudillo

TULARE COUNTY ASSOCIATION OF GOVERNMENTS

  
\_\_\_\_\_  
Amy Shuklian  
Chair, TCAG

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

## Attachment B

RSTP/RSTBG Claim form to TCAG

**Claim to the Tulare County Association of Governments  
for Regional Surface Transportation Program (RSTP) Funds in Exchange for  
State Highway Account Funds FY2023-2024**

**Claimant:**                **County of Tulare**

**FY2023-2024 Claim Amount:**   **\$831,524**

**Claim Guidelines:**

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

**Claim Instructions:**

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the “Exempt” box. (☒)
4. If the project is a capacity expanding project and the “build” alternative of the air quality conformance analysis has been completed for the project as required check the “Air Quality” box. (☒)

Project	Cost of Project	Air Quality	Exempt
1.	\$831,524.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Various Roadways Rehabilitation Projects			
2.	\$	<input type="checkbox"/>	<input type="checkbox"/>
3.	\$	<input type="checkbox"/>	<input type="checkbox"/>
4.	\$	<input type="checkbox"/>	<input type="checkbox"/>

**Claim to the Tulare County Association of Governments  
for Regional Surface Transportation Program (RSTP) Funds in Exchange for  
State Highway Account Funds FY 2023-2024**

**Claimant: County of Tulare**

**FY 2032-2024 Claim Amount: \$831,524**

It is understood by **County of Tulare**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Public Works Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director, TCAG

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

## Attachment C

FY 23/24 Resolution

# BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF CLAIM TO THE )  
TULARE COUNTY ASSOCIATION OF ) Resolution No. \_\_\_\_\_  
GOVERNMENTS FOR REGIONAL )  
SURFACE TRANSPORTATION )  
PROGRAM/SURFACE TRANSPORTATION )  
BLOCK GRANT PROGRAM FUNDS )

**WHEREAS**, the Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program and Regional Surface Transportation Block Grant Program (RSTP/RSTBGP) funds with non-federal State Highway Account funds; and

**WHEREAS**, Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP/RSTBGP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2-years to California Metropolitan Planning Organizations (MPO's); and

**WHEREAS**, TCAG is the designated MPO for Tulare County; and

**WHEREAS**, the Annual RSTP/RSTBGP Exchange Program fund apportionment is an ESTIMATE and subject to change during the fiscal year (2023/2024) due to many Federal Surface Transportation Bill variables including the annual Appropriations Act as well as other Congressional action (i.e. rescissions); and

**WHEREAS**, a FINAL RSTP/RSTBGP Exchange apportionment amount is published at the end of the FY 2023/2024 and can be different than the ESTIMATE RSTP/RSTBGP Exchange apportionment figure; and

**WHEREAS**, Annually, Caltrans send TCAG a Standard Agreement contract that includes an RSTP/RSTBGP Exchange Program apportionment figure; and

**WHEREAS**, TCAG applies a RSTP/RSTBGP population-based distribution formula using current Department of Finance (DOF) population estimates (January 2020) to the RSTP/RSTBGP apportionment to determine the amount of RSTP/RSTBGP Exchange funds to be distributed to TCAG member jurisdictions; and

**WHEREAS**, the County of Tulare has an ESTIMATE RSTP/RSTBGP Exchange Program fund apportionment amount available to claim in FY 2023/2024 of \$831,524; and

**WHEREAS**, payment of the ESTIMATE RSTP/RSTBGP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP/RSTBGP Exchange Claim form requirements: Projects to

be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

**WHEREAS**, if the FINAL RSTP/RSTBGP Exchange apportionment figure is higher for FY 2023/2024 than the ESTIMATE RSTP/RSTBGP Exchange apportionment figure, Caltrans would have to revise the RSTP/RSTBGP Exchange Standard Agreement contract with the higher RSTP/RSTBGP figure before TCAG could instruct the Tulare County Auditor Controller's Office to distribute a greater amount of RSTP/RSTBGP Exchange Program funds to member agencies, than identified in this resolution; and

**WHEREAS**, if the FINAL RSTP/RSTBGP Exchange apportionment figure is lower for FY 2023/2024 than the ESTIMATE RSTP/RSTBGP Exchange apportionment amount, Caltrans does not have to revise the RSTP/RSTBGP Exchange contract with the lower amount before TCAG could recalculate the available RSTP/RSTBGP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor Controller's Office to distribute the lower FY 2023/2024 FINAL RSTP/RSTBGP Exchange Program fund amount to member agencies; and

**WHEREAS**, the County of Tulare has established special gas tax street improvement funds as a requirement to receive the RSTP/RSTBGP Exchange Program funds; and

**NOW THEREFORE**, be it resolved that the Resource Management Agency Director, or his/her designee is authorized and directed to sign and file the above-described FY 2023/2024 RSTP/RSTBGP Exchange Program fund claim on behalf of the County of Tulare in the amount of \$831,524.

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD SEPTEMBER 10, 2024, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk