

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. _____

This Program Supplement (“Program Supplement”) is made and entered into on _____, by and between the County of Tulare (“SPONSOR”) and the Tulare County Association of Governments, acting as the Local Transportation Authority (“AUTHORITY”).

This Program Supplement hereby incorporates the “Measure R Cooperative Agreement” for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on May 22, 2007 and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of Resolution No. _____, dated _____.

This Program Supplement is sought in order to fund the preliminary engineering and construction/ construction engineering phases of the SPONSOR’S Farm 2 Market Program 2.0 (the “PROJECT”).

The Program Supplement provides a total allocation of \$10,000,000 in Measure R Local Programs funds allocated to SPONSOR during Fiscal Year 2020/2021, which the Tulare County Board of Supervisors has approved in Resolution No. 2019-0885, included as Attachment “A” to this Program Supplement. SPONSOR will reduce its allocation of Measure R Local Programs funds by approximately \$800,000 each fiscal year starting Fiscal Year 2020/2021 for the remaining life of Measure R (ending Fiscal Year 2036/2037). The project cost to AUTHORITY for this Program Supplement is not to exceed \$10,000,000.

Project scope, costs and schedule are incorporated herein as Attachment “B” and agreed upon by SPONSOR and AUTHORITY for Project: Farm 2 Market Program 2.0.

Covenants of SPONSOR

- 1.1 By entering into this Program Supplement, SPONSOR agrees that it will only proceed with work authorized for specific phase(s) of the Project with written “Authorization to Proceed” or other AUTHORITY approval and will not proceed with future phase(s) of this Project(s) prior to receiving a written “Authorization to Proceed” or other AUTHORITY approval.
- 1.2 The SPONSOR will advertise, award, and administer the Project(s) in accordance with SPONSOR standards.
- 1.3 Contract award information shall be submitted by the SPONSOR to the AUTHORITY within 60 calendar days after the Project contract award.

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- 1.4 Failure to submit contract award information in accordance with section 1.3 will cause a delay (without any interest or penalties to the SPONSOR) in AUTHORITY processing invoices for the construction phase of the Project.
- 1.5 If no costs have been invoiced for a six month period from the date of the last invoice, SPONSOR agrees to submit to the AUTHORITY a written explanation of the absence of Project(s) activity along with target billing date and target billing amount for preliminary engineering and construction/construction engineering phases.

IN WITNESS WHEREOF, the undersigned Parties have executed this Program Supplement on the day and year first written above.

Tulare County Association of
Governments/Local Transportation Authority

ATTEST: Secretary/Clerk
Tulare County Association of
Government/Local Transportation
Authority

By: _____
Executive Director

By: _____


COUNTY OF TULARE

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

By: _____
Chair
Tulare County Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM
COUNTY COUNSEL

By:  _____ 7/30/2020
Deputy

Matter No. 2020348

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

IN THE MATTER OF 2019)
TRANSPORTATION PROJECT STATUS) Resolution No. 2019-0885
AND CONSIDERATION OF MEASURE R)
ADVANCE)

UPON MOTION OF SUPERVISOR VANDER POEL, SECONDED BY SUPERVISOR TOWNSEND, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 15, 2019, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



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

BY: Mercedes Gomez
Deputy Clerk

1. Received a status update on current Transportation Projects; and
2. Directed staff to advance through bonding \$1m/year of Local Program allocation for the remainder of Measure R (2020 – 2037).

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Attachment B

Project Name: Farm 2 Market Program 2.0

Project Scope

The scope of work for this Program Supplement include Preliminary Engineering and Construction / Construction Engineering for six (6) Farm 2 Market Routes collectively identified as the “Farm 2 Market Program 2.0”. This is a road maintenance project consisting of the repair of asphalt materials and corrective work on the shoulders of roadways. All newly resurfaced roadways will receive new traffic stripes and pavement markings. Provided below is a summary of the project locations:

1. Avenue 416 from State Route 63 to Road 256
2. Road 204 from Avenue 280 to Avenue 296
3. Road 96 from Avenue 120 to Avenue 160
4. Avenue 54 from County Line to Avenue 56
5. Road 192 from Avenue 56 to Avenue 96
6. Avenue 95 from Road 236 to Road 256

The six (6) project locations identified in the Farm 2 Market Program 2.0 will be strategically added to other existing projects (i.e. projects which are currently in the design phase) that are in close proximity resulting in lower overall costs. This will result in increasing economies of scale resulting in more efficient use of Measure R Local Program funds.

Preliminary Project Schedule

Preliminary Engineering: October 2019 – January 2021
Construction / Construction Engineering: August 2020 – December 2021

Estimated Budget¹:

Preliminary Engineering:	\$	200,000
Construction / Construction Engineering:	\$	10,800,000
Total	\$	11,000,000

Funding Source(s):

Local Funds:	\$	1,000,000
Measure R:	\$	10,000,000
Total	\$	11,000,000

¹ Budgets are approximate, and funding under this Program Supplement will be interchangeable between Preliminary Engineering and Construction / Construction Engineering phases of the Project. Total Project cost to AUTHORITY under this Program Supplement shall not exceed \$10,000,000.

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