

**AGREEMENT CONCERNING
PLANNING, LEGAL AND ADMINISTRATIVE SERVICES**

THIS AGREEMENT is made and entered into as of this ___ day of _____
, 2010, by and between the COUNTY OF TULARE, hereinafter referred to as the
"County," and the TULARE COUNTY ASSOCIATION OF GOVERNMENTS,
hereinafter referred to as the "Association";

W I T N E S S E T H:

WHEREAS, the Association is a public entity created by a Joint Exercise of
Powers Agreement executed by the County and all of the Cities in Tulare County as of
the 4th day of May, 1971 and amended from time to time; and

WHEREAS, the Association does not have professional staff to perform the
planning and administrative functions which it is required to carry out under the
aforementioned Joint Exercise of Powers Agreement; and

WHEREAS, the Association does not have the professional staff to perform the
transportation planning and administrative functions which it is required to carry out as
the Transportation Planning Agency established by State law; and

WHEREAS, the Association has in the past, and desires to continue, to contract
with the County for the performance of these duties and the County is agreeable to
rendering the aforementioned services to the Association on the terms and conditions
hereinafter set forth; and

WHEREAS, the parties have the power to enter into this Agreement under the
provisions of section 6500 et seq. of the Government Code and the aforementioned Joint
Exercise of Powers Agreement;

NOW, THEREFORE BE IT AGREED as follows:

1. The County agrees to provide to the Association planning, legal and administrative services necessary to fulfill the requirements for areawide planning of the Department of Housing and Urban Development and other Federal and State Agencies, as set forth in more detail in the Joint Exercise of Powers Agreement establishing the Association

2. The County agrees to provide to the Association the transportation planning, legal and administrative services necessary to fulfill the requirements of the Transportation Development Act of 1971 and other Federal or State transportation planning requirements.

3. The County agrees to provide to the Association planning, legal and administrative services necessary to fulfill the requirements of the Tulare County Local Agency Formation Commission, hereinafter referred to as the "Commission", under sections 56000 et seq. of the Government Code, otherwise known as the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

4. The County shall provide the personnel, material, supplies and transportation required to perform all necessary office and field work, and to prepare and submit necessary planning programs, reports, maps, and recommendations to the Association with regard to the planning and administrative matters mentioned in paragraphs 1, 2 and 3 above. The County shall also provide staff to attend all regular meetings of the Association and the Commission. In addition, the County shall provide the Association with proposed annual work programs, budget drafts, and prepare all necessary correspondence and resolutions. If the Association should decide to acquire

any equipment, materials, supplies or transportation, and make such property of the Association available to the County for use by the County in performing services under this Agreement, the Association may do so.

5. In addition to the planning, legal and administrative services specified in Paragraphs 1, 2 and 3 above, the Association may authorize to perform additional planning and administrative services for the Association under this Agreement.

6. The County shall provide the personnel necessary to perform the services referred to in Paragraphs 1 through 5 above. Such personnel shall perform services for the Association on such days and at such hours as necessary to perform the services specified.

7. The Association is required to prepare a budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to the County during the next fiscal year for services to be furnished during the fiscal year. Such budgeted amount shall take into account the time and salaries of the County employees who will be performing work for the Association, all incidental costs pertaining to such County employees such as, but not limited to, retirement and insurance contributions by the County, transportations expenses, costs of equipment and supplies to be acquired by the County to perform the services, costs of supervision, and all other incidental costs which will be incurred by the County, so that the amount budgeted by the Association for payment to the County will reasonably approximate the actual cost to the County of providing such services during the fiscal year. The Association shall pay to the County one-half (1/2) of said budgeted amount in September of each year and the remaining one-half (1/2) in April of each year.

8. If the amount budgeted and paid by the Association to the County for services by the County during any fiscal year does not reasonably approximate the actual costs incurred by the County during such fiscal year, then the budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment to the County for the prior fiscal year.

9. Office space shall be provided by the County in the offices of the County Resources Management Agency for the personnel who are carrying out duties for the Association under this Agreement. During the 1996-1997 fiscal year, the Association shall make no payment to the County for the use of said office space or the costs of maintaining and repairing said office space, nor for utility services provided. In subsequent fiscal years, the same arrangement shall continue until such time as the Board of Supervisors of the County gives written notice to the Association that the Association is to include in its budget for the next fiscal year reimbursement to the County for some or all of the aforementioned items.

10. The parties recognize that furniture, equipment, office supplies, vehicles and other personal property will be required by the County to carry out its duties under this Agreement. All such personal property which is purchased or otherwise acquired by the County shall be the sole property of the County and shall remain County property upon the termination of this Agreement. If the Association decides to purchase or otherwise acquire any such personal property for use by the County in carrying out the duties of the County under this Agreement, such property shall remain the sole property of the Association at all times and shall be promptly returned to the Association by the County upon termination of this Agreement.

11. In rendering such services to the Association, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered under this Agreement, or the level or manner of performance of such services, the determination of the County Administrative Officer shall be final with regard to the services performed by employees in their respective departments under this Agreement.

12. To facilitate the performance of services under this Agreement, it is agreed that the County shall have full cooperation and assistance from the Association and its Governing Board.

13. All persons employed in the performance of services for the Association under this Agreement shall be County employees. However, the County may from time to time subcontract portions of the required work, with the prior approval of the Governing Board of the Association.

14. The Association shall have no responsibility for the payment of any salaries, wages, or other compensation to any County personnel performing services for the Association pursuant to this Agreement, or any liability other than that provided for in this Agreement. The Association shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

15. Pursuant to Sections 895-895.8 of the Government Code, the County agrees to indemnify and hold harmless the Association from any loss, damage or liability arising out of the performance of the duties of County employees for the

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors
"County"

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

TULARE COUNTY
ASSOCIATION OF
GOVERNMENTS

By _____
Chairman, Board of Governors
"Association"

Approved as to form:
County Counsel

By _____

TCAG/2009419/lvs/292276/1-27-10