

Regular meeting of the Governing Board
Merced County Association of Governments
Transit Joint Powers Authority for Merced County
Merced County Regional Waste Management Authority

Technical Review Board meeting of Wednesday, August 14, 2024

PHYSICAL LOCATION:

Merced County Association of Governments
Front Conference Room
369 W. 18th Street
Merced, CA 95340

TIME: 12:00 PM

In addition to the in-person location, members of the public may also participate via Zoom:

<https://zoom.us/join>

Webinar ID: 882 7554 0201

Passcode: 36918

For audio only: 1-669-900-6833

The Technical Review Board is an advisory body that consists of all member agencies' CEO or City Manager, or their designee. The TRB meets monthly to review all items prior to consideration by the Governing Board.

Governing Board meeting of Thursday, August 15, 2024

PHYSICAL LOCATION:

Merced County Administration Building
3rd Floor, Board of Supervisors Chambers
2222 M Street
Merced, CA 95340

TIME

3:00 PM

In addition to the in-person location, members of the public may also participate via Zoom:

<https://zoom.us/join>

Webinar ID: 878 8777 2042

Passcode: 36918

For audio only: 1-669-900-6833

Governing Board Members

Jurisdictions

City of Atwater
City of Dos Palos
City of Gustine
City of Livingston
City of Los Banos
City of Merced
County of Merced
County of Merced
County of Merced
County of Merced
County of Merced

Board Members

Mike Nelson
April Hogue
Pat Nagy
Jose Moran
Paul Llanez, Chair
Matthew Serratto
Rodrigo Espinosa
Josh Pedrozo
Daron McDaniel
Lloyd Pareira
Scott Silveira, Vice Chair

Alternates

Brian Raymond
Armando Bravo
Jim Bonta
Gurpal Samra
Kenneth Lambert
Shane Smith

Welcome

AGENDA

Directors of the MCAG Governing Board and the general public receive the complete agenda packet at least 72 hours prior to each regular meeting. A complete agenda packet is available for review on the MCAG website at www.mcagov.org. All public records relating to an open session item and copies of staff reports or other written documentation relating to items of business referred to on the agenda are on file at MCAG. Persons with questions concerning agenda items may call MCAG to make an inquiry regarding the nature of items described on the agenda.

INTERPRETING SERVICES

Interpreting Services are not provided at MCAG's public meeting unless requested at least three (3) business days in advance. Please call (209) 723-3153 during regular business hours or email info@mcagov.org to request interpreting services.

Servicios de interpretación no son ofrecidos en las juntas públicas de MCAG al menos de que se soliciten tres (3) días de negociación en anticipación. Para solicitar estos servicios por favor contacte nos al (209) 723-3153 o por correo electrónico en info@mcagov.org durante horas de oficina.

INDIVIDUALS WITH DISABILITIES

Representatives or individuals with disabilities should contact MCAG at (209) 723-3153 at least three (3) days in advance of the meeting to request auxiliary aids or other accommodations necessary to participate in the public meeting.

INSTRUCTIONS FOR PUBLIC COMMENT

Public comment is available during the meeting and is limited to three minutes per person. To be recognized to speak from your smartphone, tablet or computer, please use the 'raise your hand' feature on Zoom. If you are participating by phone only, please press *9 to alert the moderator of your desire to speak. When recognized to speak, please state your name and city or community of residence for the record. For items not on the agenda, no action will be taken. If it requires action, the item will be referred to staff and/or placed on the next agenda.

Public comment is also available **in advance** of the Governing Board meeting by email or telephone. All public comment email and voicemail received before noon on the day of the Governing Board meeting will be read during the meeting. Any email or voicemail comments received after noon will be distributed to Board members and retained for the official record.

Email instructions: Email comments no longer than 500 words to info@mcagov.org. Please note if the comments are associated with a specific item on the agenda or are general comments.

Phone instructions: You may provide comments via voicemail by calling (209) 330-9070. Recordings will be limited to three minutes. Please note if the comments are associated with a specific item on the agenda or are general comments.

ADDITIONAL INFORMATION

Merced County Association of Governments	(209)723-3153	www.mcagov.org
Transit Joint Powers Authority for Merced County	(209)723-3100	www.mercedthebus.com
Merced County Regional Waste Authority	(209)723-4481	www.mcrwma.org
Merced Data Special Services	(209)723-3153	mcaggis.com
Measure V	(209)723-3153	www.mcagov.org/measurev

1. **Call to order**

- | | |
|-------------------------|-------------------|
| a. Roll call | Board Clerk |
| b. Invocation | Designee |
| c. Pledge of allegiance | Chair or Designee |

2. **Approval of agenda**3. **Public comment**

Public comment is available in advance of or during the meeting. See instructions for public comment on page 2 of the agenda packet.

4. **Reports and Presentations**

- a. Caltrans District 10
- b. Citizens Engagement Program Update

5. **Information items:**

These items are included for informational purposes. No presentation will be made by staff unless Board members have questions.

a. **Merced County Association of Governments**

- | | | |
|---|--|--------|
| + | i. July Governing Board summary | Pg. 7 |
| + | ii. Governing Board attendance roster | Pg. 9 |
| + | iii. Calendar of meetings, conferences, and events | Pg. 10 |
| + | iv. City-County Dinner Host Rotation Schedule | Pg. 12 |
| | v. Transportation Planning and Measure V monthly update | Pg. 13 |
| + | vi. Quarterly report on Merced County Association of Governments contracts | Pg. 16 |
| + | vii. July legislative advocacy report | Pg. 18 |
| + | viii. 2025/26 Unmet Transit Needs program and schedule | Pg. 23 |

b. **Transit Joint Powers Authority for Merced County**

- | | | |
|---|---|--------|
| + | i. Quarterly report on Transit Joint Powers Authority for Merced County contracts | Pg. 29 |
|---|---|--------|

c. **Merced County Regional Waste Management Authority**

- | | | |
|---|---|--------|
| + | i. Merced County Regional Waste Management Authority monthly update | Pg. 31 |
| + | ii. Quarterly report on Merced County Regional Waste Management Authority contracts | Pg. 58 |

6. Consent calendar:

All consent calendar items listed below may be acted upon with "one vote" unless specifically removed for separate consideration by a member of the Board, a member of staff, or a member of the public.

a. Merced County Association of Governments

- | | | | |
|---|-------|--|---------|
| + | i. | Approve the minutes of the July 18, 2024 MCAG Governing Board, Transit Joint Powers Authority Board, and the Regional Waste Management Authority Board meeting | Pg. 60 |
| + | ii. | Reject personal injury claim of Arthur Casady | Pg. 69 |
| + | iii. | Reject personal injury claim of Alex Fuentes Garduno | Pg. 77 |
| | iv. | Appoint Mari Bautista to the Social Services Transportation Advisory Council | Pg. 82 |
| + | v. | Adopt resolution 2024/08-15-01 affirming the Merced County Association of Governments conflict of interest code | Pg. 84 |
| + | vi. | Authorize contract for Transportation Development Act and Measure V audits in the amount of \$187,290 with Price Paige & Company | Pg. 92 |
| + | vii. | Authorize Contract for financial and compliance auditing services in the amount of \$415,800 with Hudson Henderson & Company, Inc. | Pg. 106 |
| + | viii. | Adopt Resolution No. 2024/08-15-04 authorizing the submittal of the FY 2024-25 State of Good Repair project list | Pg. 118 |
| + | ix. | Adopt Resolution No. 2024/08-15-06 approving an agreement with the California Highway Patrol for call answering services | Pg. 122 |

b. Transit Joint Powers Authority for Merced County

- | | | | |
|---|----|---|---------|
| + | i. | Adopt resolution 2024/08-15-02 affirming the Transit Joint Powers Authority for Merced County conflict of interest code | Pg. 126 |
|---|----|---|---------|

c. Merced County Regional Waste Management Authority

- | | | | |
|---|----|--|---------|
| + | i. | Adopt resolution 2024/08-15-03 affirming the Merced County Regional Waste Management Authority conflict of interest code | Pg. 134 |
|---|----|--|---------|

MERCED COUNTY ASSOCIATION OF GOVERNMENTS

7. Action items:

*Action items will be considered separately by the Board.
Public comment will be available during each item.*

+	a.	Adopt via Resolution 2024/08-15-05 the 2025 Federal Transportation Improvement Program, 2022 Regional Transportation Plan Amendment 2, and Corresponding Air Quality Conformity	Elizabeth Forte	Pg. 142
+	b.	Adopt policy update and release Call for Projects for the Congestion Mitigation and Air Quality program	Christopher Winkels	Pg. 146
+	c.	Adopt the 2024 One Voice program goals and schedule	Mary-Michal Rawling	Pg. 155
	d.	Approve Regional Early Action Planning Grant Program 2.0 Suballocation Awards	Meg Prince	Pg. 160

8. Discussion items:

These items will be presented separately in order to allow Board members to ask questions or to provide staff direction.

	a.	Draft Multijurisdictional Local Road Safety Plan	Meg Prince	Pg. 164
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TRANSIT JOINT POWERS AUTHORITY FOR MERCED COUNTY

9. Action items:

None.

10. Discussion items:

These items will be presented separately in order to allow Board members to ask questions or to provide staff direction.

+	a.	Transit Joint Powers Authority for Merced County monthly update	Serenity Anderson	Pg. 166
+	b.	Micro Transit update	Serenity Anderson	Pg. 170

MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY

11. Action items:

*Action items will be considered separately by the Board.
Public comment will be available during each item.*

+	a.	Approve adjustment of service fees for processing of organic material at the Highway 59 and Billy Wright landfills	James Moore	Pg. 177
+	b.	Adopt FY 2023/24 Budget Amendment #4	James Moore	Pg. 182
+	c.	Authorize a contract for Household Hazardous Waste Management Services in an amount not to exceed \$1,050,000 with Clean Harbors Environmental Services	James Moore	Pg. 187

12. Discussion items:

None.

OTHER REPORTS

13. **Executive Director's report** Stacie Guzman

14. **Directors' reports**


15. Closed Session

Conference with Legal Counsel – Existing Litigation
(Cal Gov Code 54956.9)
Name of Case: Nour Patel and Faten Myaznih, individuals, Sonia Kassabian, deceased, through her successor-in-Interest Faten Myaznih, Plaintiffs, V. VIA Adventures Inc. a corporation; Merced County Association of Governments and Yosemite Area Regional Transportation System, Public Entities; and DOES 1 through 100, inclusive, Defendants.

16. Adjournment

Next Meeting: The next MCAG Governing Board meeting will be held on October 24, 2024 at 3:00 p.m. at the Merced County Administration Building, 3rd Floor, Board of Supervisors Chambers, 2222 M Street, Merced, CA and via webinar.

I certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at the Merced County Association of Governments not less than 72 hours prior to the meeting



Mary-Michal Rawling, Public Affairs Manager

Dated this August 8, 2024



GOVERNING BOARD MEETING SUMMARY

July 18, 2024

Directors Present: Chair Paul Llanez, Vice-Chair Scott Silveira, Josh Pedrozo, Matt Serratto, Lloyd Pareira, Daron McDaniel, Gurpal Samra, April Hogue, Pat Nagy, Rodrigo Espinosa

Directors Absent: Director Mike Nelson

The MCAG Governing Board:

- Recognized Director Pedrozo's FY 23/24 service as chair.
- Approved Measure V Regional Project Funding Agreements for the following:
 1. County of Merced for the Hunt Road Rehabilitation Project.
 2. County of Merced for the SR 152 Pacheco Boulevard Regional Bike Path Project.
 3. County of Merced for the Palm Avenue Rehabilitation Project.
- Authorized the Executive Director to enter into a contract to develop a regional growth forecast with Population Reference Bureau (PRB) in an amount not to exceed \$45,000.
- Authorized the Executive Director to negotiate and execute a contract renewal with San Joaquin COG for TDM services with a total amount not to exceed \$320,000, for the period of July 1, 2024 – June 30, 2026.
- Authorized the Executive Director to enter into a contract with WSP USA Inc. to develop a transportation network vulnerability assessment in the amount of \$296,599.
- Adopted interim criteria for approving bicycle and pedestrian claims per Article 3 of the California Transportation Development Act and approved a \$300,000 funding allocation to the UC Merced's Campus Connection Project.
- Created a Regional Rail Planning Committee and appointed Directors Samra, Nelson, Serratto and Pedrozo to participate.
- Directed staff to dissolve the Citizens Advisory Committee (CAC) and to work with existing CAC members to develop a new approach to citizen engagement, and directed staff to utilize one monthly agenda for the TRB's review and the Governing Board's action.
- Discussed the 2025 San Joaquin Valley Policy Conference date and location options. Staff was given direction to move forward to secure venues for the dates of April 9th - 11th, 2025 utilizing the UC Conference Center and the Merced Theatre downtown.

- Held a public hearing for the Draft 2025 Federal Transportation Improvement Program, Draft 2022 Regional Transportation Plan Amendment 2, and Corresponding Air Quality Conformity Analysis. No public comments were received.
- Received an update on the Caltrans 2024 State Highway Operation and Protection Program (SHOPP) noting there are nine projects in Merced County totaling approximately \$261.5 million. Of that total, \$102,440,000 is directed to a project on Interstate 5 and approximately \$159,000,000 to eight other maintenance projects within Merced County.
- Received a presentation from staff on the future of Geographical Information System (GIS) services in the region, and an update on the coordination between MCAG and the County of Merced to transition the lead agency of these regional services from MCAG to the County of Merced.

The TJPA Governing Board:

- Delegated authority to the Executive Director to sign the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Agreement via Resolution 2024/7-18-02. The Merced region's RSTP share is \$1,234,325 (no matching funds required).
- Appointed staff to negotiate the purchase of property located across the street from the existing Operations and Maintenance Facility in Merced.

OTHER NOTABLE ITEMS:

- Caltrans Updates:
 1. Funding opportunity for charging and fueling infrastructure, \$1.3 billion - applications due 8/28/24.
 2. \$51 million awarded in planning grants statewide with YARTS receiving \$368,000 in partnership with Calstart to explore zero-emission opportunities.
- Free Fare Program: The Bus's fixed route services countywide is free June-September
- Free roundtrip passes to Yosemite National Park via YARTS for Merced and Mariposa residents. More information at www.yarts.com

GOVERNING BOARD ATTENDANCE ROSTER 2024			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Representative	First	Last												
City of Atwater	Mike	Nelson	X	X	X	X	X	X						
City of Dos Palos	April	Hogue	X	X	X	X		X	X					
City of Gustine	Pat	Nagy	X	X	X	X	X	A	X					
City of Livingston	Jose	Moran	A	A	A	A	A	X	A					
City of Los Banos	Paul	Llanez	X	X	X	X		X	X					
City of Merced	Mathew	Serratto	X	X	X	A	A	X	X					
County of Merced	Rodrigo	Espinosa	X	X		X	X		X					
County of Merced	Josh	Pedrozo	X	X	X	X	X	X	X					
County of Merced	Daron	McDaniel	X	X	X		X	X	X					
County of Merced	Lloyd	Pareira	X	X	X	X	X	X	X					
County of Merced	Scott	Silveira		X	X	X	X	X	X					
QUORUM			YES	YES	YES	YES	YES	YES	YES					
A=alternate sent														
absent														
meeting was cancelled														
Virtual participation for Just Cause														
Virtual participation due to emergency circumstance														

**2024-25 Important Dates:
August 2024 – March 2025**

August 2024

- 2 Citizens Advisory Committee meeting, MCAG Office, Merced
- 14 Technical Review Board meeting, MCAG Office, Merced
- 15 MCAG Governing Board meeting, Merced County Admin Building, BOS Chambers
- 15-16 California Transportation Commission Meeting, San Diego (LATIP Adoption)

September 2024

- 2 Labor Day Holiday - OFFICES CLOSED
- Technical Review Board meeting, **CANCELLED**
- 8-11 – Valley Voice, Washington DC
- MCAG Governing Board, **CANCELLED**
- 18-20 Rural County of Representatives of California Annual Meeting, Sonoma County

October 2024

- 9 Technical Review Board meeting, MCAG Office, Merced
- 9 YARTS Authority Advisory Committee meeting, TIPA Office, Merced
- 16-18 Annual Conference and Expo, League of California Cities, Long Beach
- 16-18 CALAFCO annual conference, Tenaya Lodge
- 17-18 California Transportation Commission Meeting, Bakersfield
- 21 YARTS Governing Board meeting, Yosemite Valley or Merced County
- 24 MCAG Governing Board meeting, Merced County Admin Building, BOS Chambers
- 24 City-County Dinner hosted by MCAG, Elks Lodge

November 2024

- 11 Veterans Day Holiday – OFFICES CLOSED
- 12 Self Help Coalition's Focus on the Future Conference, Long Beach
- 13 Technical Review Board meeting, MCAG Office, Merced
- 14 MCAG Governing Board meeting, **TBD**
- 18–22 CSAC 130th Annual Meeting, LA County
- 28-29 Thanksgiving Holiday – OFFICES CLOSED

December 2024

- 5-6 California Transportation Commission Meeting, Riverside

- 11 Technical Review Board meeting, City of Los Banos
- 19 MCAG Governing Board meeting, City Council Chamber, 2nd Floor, Merced Civic Center and via zoom
- 24-25 Christmas Holiday – OFFICES CLOSED
- 31-1 New Year Holiday – OFFICES CLOSED

January 2025

- 6 Measure V Citizens Oversight Committee
- 8 Technical Review Board meeting, MCAG Office, Merced
- 16 MCAG Governing Board meeting, TBD

February 2025

- 12 Technical Review Board meeting, TBD
- 20 MCAG Governing Board meeting, TBD

March 2025

- 5-7 Regional Leadership Forum, Sacramento Convention Center
- 12 Technical Review Board meeting, TBD
- 20 MCAG Governing Board meeting, TBD

City-County Dinner Host Rotation Schedule

2024	
January	City of Los Banos
April	City of Livingston
July	City of Atwater
October	MCAG
2025	
January	City of Gustine
April	City of Merced
July	City of Dos Palos
October	County of Merced

ITEM 5av

DATE: August 2, 2024

TO: Governing Board

FROM: Elizabeth Forte, Director of Planning and Programming

RE: Planning and Measure V Monthly Update

SUMMARY

This is a brief summary of transportation planning, regional planning, and Measure V activities for August 2024.

REQUESTED ACTION

For information only.

UPDATES

Finish the 99

MCAG continues to press forward with Tulare and Madera counties to make progress on the remaining unfinished (4-lane only) State Route 99 segments. In June, staff from Caltrans District 10 announced that the department will be updating the two Project Study Reports (PSRs) for the two remaining 4-lane segments in Merced County. Caltrans will be funding and managing the updates. They are a vital first step in what will be a long process to completing the improvements needed in our corridor and MCAG will be coordinating with Caltrans on their development.

Work continues on the State Route 99 Comprehensive Multimodal Corridor Plan (CMCP). This plan is examining the corridor from the Sacramento area through Kern County. It is estimated that the plan will take two years to complete. A few components of the plan have been released for review, such as the managed lane recommendations, current conditions, and proposed performance measures. MCAG staff has submitted a number of comments on the draft and are awaiting the revisions and responses to comments. There were three virtual public workshops on the CMCP targeted to the Merced/Stanslaus/San Joaquin section of State Route 99 during the last week of June.

Measure V

On August 1st MCAG hosted a workshop with local jurisdictions and KNN Public Finance to discuss the potential for bonding Measure funds to expedite project delivery. The meeting was very informative, and it is expected that local jurisdictions will now be considering whether or not they may move forward with a bond or loan. There is the possibility that more than one agency may be interested a coordinated effort may occur.

UC Merced/TJPA Transit Coordination Study

This study is evaluating the potential for additional coordination or consolidation of the CatTracks and TJPA bus services in order to provide the most successful and efficient public transportation for local access to UC Merced. Rider surveys were completed on both systems in March, with 634 surveys collected. The first stakeholder meeting was held on May 29th at the MCAG office. The MCAG Governing Board has appointed three Directors to an Ad-Hoc committee to evaluate and make recommendations regarding transit coordination between The Bus and UC Merced. These directors will be meeting with UC administrative staff in October to further discuss coordination and consolidation options.

Multi-jurisdictional Local Roadway Safety Plan

MCAG is leading the development of a Local Roadway Safety Plan (LRSP) for the cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced, which will provide a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads. The plan will focus specifically on the safety needs in disadvantaged and underserved communities and neighborhoods. It will also provide the requirements needed to enable the region's jurisdictions to be competitive when applying for various grant programs to implement the projects identified during the planning process. MCAG conducted outreach at community events throughout the region in May and June. Outreach efforts also included an online survey and interactive webmap to receive input from local residents and stakeholders on their experiences using roadways in the region. The third LRSP Technical Advisory Committee meeting was held on July 10 to receive input on the draft plan, which will be circulated for public review and comment beginning August 15. The draft plan and additional information is available on the project website at <https://fp.mysocialpinpoint.com/mcag-lrsp>.

Merced County Transportation Network Vulnerability Assessment

The Transportation Network Vulnerability Assessment will identify transportation assets that may be vulnerable to impacts of climate change, such as extreme heat or precipitation, and assess how to address those risks with various projects and strategies. The project will kick off in August and future updates will be included in this staff report.

Travel Demand Model Update

Staff and consultants continue work on the update to the MCAG model. The current model is using base year data from 2015. This model update will bring the base year to 2023 and is critical as we begin development of our next Regional Transportation Plan, which will have a planning period from 2026 to 2049. The model update is in the final phases where it is being tested for accuracy and performance.

Unmet Transit Needs

The annual Unmet Transit Needs process is officially kicking off in September. A staff report detailing the process for this year, including information on public hearings and other ways local residents can submit comments, is found in this agenda under its own report.

REAP 1.0

MCAG's Regional Early Action Planning Grant Program (REAP 1.0) funds have been used or are

currently being used to develop a multijurisdictional housing element. Completed REAP 1.0 tasks include the 6th Cycle RHNA Plan, an infrastructure capacity assessment, and a feasibility study for a regional housing trust fund and housing consortium. Additionally, there are REAP 1.0 Valleywide tasks and products. A description of the current efforts underway is provided below. REAP 1.0 funds must be expended by the end of December 2024.

Multijurisdictional Housing Element

The Merced County region is developing a multijurisdictional housing element (MJHE) for the sixth cycle housing element update. Jurisdictions participating in the joint effort are the County of Merced, and the cities of Atwater, Dos Palos, Gustine, Livingston, Los Banos, and Merced. The Housing Element is a policy document that provides a comprehensive strategy for promoting the production of available, affordable, and adequate housing within the Merced Region. MCAG is helping to coordinate the effort and administer the consultant contract. The Draft Multijurisdictional Housing Element was available for public review through June 12, 2024. Five of the seven jurisdictions have submitted their draft housing elements to the California Department of Housing and Community Development (HCD) for a 90-day review.

REAP 1.0 Valleywide Work Efforts

Fresno COG, on behalf of the San Joaquin Valley REAP process, is the designated fiscal agent for the eight San Joaquin Valley COGs' REAP 1.0 funds. While REAP 1.0 funds have been distributed to COGs for various local planning efforts, there are a number of valleywide efforts that have been completed or are still underway. Some of the valleywide resources include a comprehensive housing report for the San Joaquin Valley, housing element data sets, a guide to recent California housing laws and policies, an accessory dwelling unit (ADU) template and implementation services, a GIS-based housing capacity and scenario development and RHNA insights tool, technical assistance, and workshop series. More information on valleywide REAP 1.0 efforts is available at <https://sjvcogs.org/reap/reap-workshops/>.

REAP 2.0

The application period for MCAG's two grant programs -- the Local Suballocation Grant Program and the Regional Competitive Grant Program -- closed on December 22, 2023. Due to potential funding cuts, MCAG was on hold to awarding suballocations. However, the final budget bill that was enrolled included a 5.9% budget cut for REAP 2.0 program across all MPOs. Therefore, MCAG is taking the suballocation awards to the Governing Board in August for approval with the 5.9% cut. Additional information on MCAG's REAP programs can be found at: <https://www.mcagov.org/346/RegionalEarly-Action-Planning>.

FISCAL IMPACT

None.

STAFF CONTACT

Elizabeth Forte, Director of Planning and Programming, at Elizabeth.forte@mcagov.org or 209-769-0055.

ITEM 5avi

DATE: August 15, 2024

TO: Governing Board

FROM: Alexandra Arroyo, Procurement Specialist II

RE: Information – Quarterly report on Merced County Association of Governments (MCAG)
Board approved contracts

SUMMARY

Enclosed for your review and information is the list of Governing Board approved contracts and their status. The list is as of June 30, 2024 and all contracts are open with the exception of two that closed in the last quarter.

REQUESTED ACTION

For information only.

BACKGROUND

In April 2019, staff introduced the concept of this reporting tool to improve transparency with contract management, and to provide the Board with progress updates from the first step of Board-approval to final step of contract closeout. This is a quarterly report. The previous update was provided in May of 2024.

NEXT STEPS

These updates are provided on a quarterly basis.

STAFF CONTACT

Alexandra Arroyo, Procurement Specialist II, at: alexandra.arroyo@mcagov.org or (209) 723-3153 x174.

ATTACHMENTS

MCAG GB Approved Contracts Status as of 6.30.2024

MCAG Governing Board Approved Contracts Status as of 6.30.2024

VENDOR AND SERVICE	STATUS	START DATE	END DATE	CONTRACT TOTAL	REMAINING BALANCE
Fehr & Peers - Regional Non-Motorized Transportation Plan	CLOSED	6/20/2022	6/20/2024	\$ 236,380.00	\$ 9,725.06
San Joaquin COG - DIBS TDM Services	Open	7/1/2022	6/30/2024	\$ 320,000.00	\$ 262,001.87
Hinderliter, De Llamas & Associates - Transactions Tax Audit and Information Services	Open	6/1/2020	6/30/2024	\$ 88,400.00	\$ 83,600.00
Apex Technology Management, Inc. - Multi-location IT Support and Maintenance	Open	7/1/2019	6/30/2024	\$ 781,443.88	\$ 24,663.46
Hudson Henderson & Company - Financial and Compliance Auditing Services	Open	7/1/2019	7/31/2024	\$ 353,500.00	\$ 76,330.00
Fehr & Peers - Consultant to Develop a Multi-Jurisdictional Local Road Safety Plan	Open	6/30/2023	8/31/2024	\$ 224,910.00	\$ 60,229.05
Willdan Energy Solutions - Consultant to Prepare an Electric Vehicle Readiness Plan	Open	1/23/2023	9/30/2024	\$ 158,105.00	\$ 42,176.05
LSC Transportation Consultants, Inc. - Consultant to Conduct UC Merced Coordination Study	Open	11/1/2023	10/31/2024	\$ 165,605.00	\$ 16,236.26
Moore & Associates, Inc. - Consultant to Conduct Transportation Development Act Triennial Performance	CLOSED	12/1/2023	12/31/2024	\$ 37,042.40	\$ 21,756.51
Crestwood Associates, LLC - Accounting Software	Open	3/2/2022	3/2/2025	\$ 102,937.60	\$ 48,357.20
CVIN, LLC dba Vast Networks - MCAG Internet Service Provider	Open	10/1/2020	9/30/2025	\$ 42,000.00	\$ 650.00
Smile Business Products, Inc. - Copier Equipment and Maintenance Services	Open	1/1/2023	12/31/2025	\$ 59,540.76	\$ 50,924.38
Rock Solid Technology, Inc. - Agenda Building Software and Management System	Open	5/1/2023	4/30/2026	\$ 89,822.80	\$ 89,822.80
Politico Group - Consultant to Provide State Lobbying Services	Open	1/1/2023	12/31/2026	\$ 90,000.00	\$ 45,000.00
Townsend Public Affairs, Inc. - Consultant to Provide Federal Lobbying Services	Open	1/1/2023	12/31/2026	\$ 162,000.00	\$ 74,751.00
Olympic Cleaning Service - Janitorial Services at MCAG and TJPAMC Administration Offices	Open	1/1/2023	12/31/2027	\$ 141,561.60	\$ 104,574.99
GoTo Technologies - Hosted Voice over Internet Protocol (VoIP) Phone Service Provider	Open	3/17/2024	3/16/2027	\$ 63,249.84	\$ 63,249.84
LSA Associates - Augmented Staffing Services	Open	8/15/2023	until work is complete or all funds are expended	\$ 80,000.00	\$ 63,466.25
Rincon Consultants, Inc. - Consultant to Develop a Merced County Multi-Jurisdictional Housing Element	Open	12/19/2022	until work is complete	\$ 1,070,743.00	\$ 302,488.59
Fehr & Peers - Travel Demand Modeling Support Services	Open	7/27/2022	until work is complete	\$ 180,000.00	\$ 28,294.25
MKN & Associates - Merced County Water and Sewer Infrastructure Capacity Assessment	Open	7/25/2022	until work is complete	\$ 208,153.00	\$ 22,180.02
Trinity Consultants, Inc. - On-Call Professional Air Quality Planning and Conformity Support Services	Open	1/3/2022	until work is complete or all funds are expended	\$ 94,000.00	\$ 14,500.00
San Joaquin COG - DIBS Vanpool Project	Open	7/1/2019	until all funds are expended	\$ 293,000.00	\$ 2.39
CalVans - Vanpool Project	Open	3/1/2019	until all funds are expended	\$ 85,000.00	\$ -
KNN Public Finance - Financial Advisor Services for Transportation Sales Tax Measure	Open	10/2/2017	until all funds are expended	\$ 29,000.00	\$ 13,333.60

*SJCOG bills Caltrans directly for these funds. SJCOG and MCAG have an LOU in place and SJCOG regularly reports program progress to MCAG staff.

August 1, 2024

To: Stacie Guzman, Executive Director, Merced County Association of Governments

From: Chris Lee, Partner, Politico Group
Kiana Valentine, Partner, Politico Group

Re: July Advocacy Report & State Legislative, Budget, and Administrative Update

Politico Group is pleased to provide the following report to the Merced County Association of Governments (MCAG) on recent advocacy activities and other relevant legislative, budget, and administrative updates.

July Advocacy Activities

On behalf of MCAG, Politico Group helped secure amendments to SB 1216 (Blakespear), which would have limited the ability of local agencies to utilize and apply for state funding for bicycle infrastructure projects. MCAG joined with other small urban and rural regional transportation agencies to secure changes to the bill in the Assembly Transportation Committee on July 1. Politico Group has also continued to monitor AB 1335 (Zbur), which could have implications for regional transportation and housing planning within MCAG and other Metropolitan Planning Organizations (MPOs). Finally, with the Legislature on recess, most activities in July were focused on the Administration. Politico Group continues to monitor the impacts of the recently adopted state budget on state transportation funding programs that affect the priorities of MCAG and its member jurisdictions, as discussed below.

Legislative, Budget and Administrative Updates

The Legislature is set to return to Sacramento on August 5 after a month-long summer recess. With policy committee deadlines in the rear view, the focus will be on fiscal (i.e., Appropriations Committee) hearings and wrapping up legislative business for the two-year session by August 31. While we have minor updates on the legislative and budget fronts given the absence of the Legislature this past month, there was and will continue to be significant activity on administrative matters including SB 1 competitive grant funding programs.

Late-Breaking Activity on Bill to Strictly Link RHNA and Sustainable Communities Strategies

AB 1335, by Assemblymember Rick Zbur, would amend SB 375 to require MPOs to assume Regional Housing Needs Allocation (RHNA) housing units are built in a specified period of their Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS). While current law requires the RHNA to be consistent with the SCS, AB 1335 would essentially flip that dynamic and require the SCS to follow RHNA numbers, and therefore assume housing development that may not occur.

While the California Association of Councils of Government (CalCOG) and other transportation stakeholders sought to work with the author and the bill's sponsor, Abundant Housing LA, after securing an agreement last year that all parties would collaborate on the bill before it advanced, Assemblymember Zbur appears to be trying to move AB 1335 in the last month of session. CalCOG has

reported that the author's office is attempting to work with the Administration to develop proposed amendments. Given rapidly approaching legislative deadlines, this could result in limited time for MPOs to analyze the impacts of the bill, which could have implications for air quality conformity analysis and other federal planning requirements.

Politico Group will continue to coordinate with CalCOG to monitor the measure and any proposed amendments and keep MCAG apprised of potential impacts.

Transportation Committee Amends Bill on State Highway Complete Streets Requirements

The Assembly Transportation Committee approved [SB 960](#) at its July 1 hearing after Senator Wiener accepted significant amendments to address concerns from Caltrans. While earlier versions of the bill would have required all projects funded by the State Highway Operations and Protection Program (SHOPP) to include complete streets features, the amendments narrow the bill to locations with current or future complete street needs, consistent with existing criteria for Road Maintenance and Rehabilitation Program expenditures and the most recent Caltrans guidance.

The amendments also adjusted requirements for Caltrans to include complete streets goals in the State Highway System Management Plan and asset management plan and modified requirements related to transit facilities on state highways. The bill now requires Caltrans to adopt a policy on transit priority facilities (e.g. bus-only lanes, bus priority signals, etc.) and transit stops on state highways and establish performance measures by January 1, 2027. Caltrans would also be required to adopt design guidance for transit priority facilities by July 1, 2027.

Pending Amendments to AB 3093 (Ward) Related to New RHNA Income Categories

[AB 3093](#) by Assembly Housing & Community Development Chair Ward was approved by the Senate Housing Committee on July 2. This bill would implement the Administration's highest priority change from the Department of Housing and Community Development's (HCD) recent RHNA report by creating two new income categories within the current very low-income category:

- Extremely low-income (ELI) households based on federal Department of Housing and Urban Development definitions, or below 30% of area median income (AMI), and
- Acutely low-income (ALI) households with incomes of 15% of AMI.

The Senate Housing Committee approved the bill with amendments to its provisions requiring HCD to develop implementation guidance. Specifically, the guidance must now include advice on how planning to accommodate acutely low- and extremely low-income households can, 1) comply with housing element requirements to analyze and, where feasible, remove potential and actual governmental constraints on housing production, and 2) impact the feasibility of residential development projects for financial or other reasons.

Pending amendments to the bill sought by regional governments require HCD to publish, by December 31, 2026, advisory guidance to be used by each council of governments on distributing acutely low- and extremely low-income households. HCD has indicated that they plan on conducting stakeholder outreach during the development of this guidance, which would be incorporated within their general housing element guidance for the seventh cycle.

AB 3093 is set to be heard in the Senate Appropriations Committee on August 5. Politico Group will continue to monitor the measure and the status of pending amendments.

Governor Issues Executive Order to Promote Infill Housing

On July 31, Governor Newsom issued [Executive Order N-2-24](#), which seeks to support housing and climate goals by directing the Governor's Office of Land Use and Climate Innovation (formerly the Office of Planning and Research), HCD, the California State Transportation Agency (CalSTA), the Air Resources Board (CARB), and other state agencies, to work together to address barriers to infill housing. According to the Administration, key efforts to promote infill housing will include the following:

- Lowering costs and increasing flexibility by exploring updates to the state building standards codes and permitting processes to accelerate housing approvals and development.
- Creating more resources for local governments to build housing through infill development, by developing mechanisms to provide local governments and developers with a range of additional resources, including state and federal infrastructure dollars and other financing.
- Building more tools and opportunities by publishing resources and guidance, including through the states' existing [Site Check](#) website, to assist developers and other stakeholders in identifying opportunities to transform vacant sites into housing for Californians.
- Aligning state housing and climate goals by creating tools to assess the environmental benefits of thriving urban cores and transportation centers and working to better align housing and transportation investments across the state.

Several items included in the order are especially relevant to regional agencies. Specifically, the order requires the following efforts:

- Caltrans is directed to work with CalSTA and the newly renamed Governor's Office of Land Use and Climate Innovation to analyze opportunities to support affordable infill housing as a mitigation measure for vehicle miles travelled (VMT) impacts under CEQA. This work would include publishing updates to Caltrans' "Transportation Analysis Under CEQA" guidance and identifying opportunities to leverage transportation funding, where eligible, to support affordable infill housing as a mitigation measure for transportation projects.
- The Governor's Office of Land Use and Climate Innovation is directed to convene an interagency Task Force on Mitigation Banks, to "develop a framework for a Statewide Mitigation Bank to provide flexibility in the use of infill housing as a mitigation strategy." This effort also appears to be focused on mitigating VMT impacts of housing and transportation projects by supporting the development of affordable infill housing.
- The California Housing Finance Agency is directed to analyze and report on financing mechanisms to support predevelopment, construction and permanent financing of affordable infill housing, while HCD is directed to analyze revolving funds and loan proceeds to "maximize opportunities to fund affordable infill development."

State Budget Impacts to Cycle 7 Active Transportation Program

The California Transportation Commission (CTC) is preparing to revise its fund estimate based on the final 2025-26 state budget and amend guidelines for Cycle 7 of the Active Transportation Program (ATP) at its August 15-16 meeting in San Diego. In preparation for those actions, CTC staff held a “funding reduction” workshop on July 17 to inform agencies and stakeholders about the budget’s impacts to Cycle 7 and solicit feedback on guideline amendments related to additional “tiebreaker” criteria.

While a majority of the 2022 Budget Act’s \$1.05 billion General Fund infusion into the ATP remains intact, based on future funding commitments to the program, the 2024 Budget Act reduced funding immediately available for Cycle 7 by \$400 million. As a result, the Cycle 7 fund estimate, which was adopted by the CTC in March 2024, will be reduced from \$568.7 million to \$168.7 million. The ATP program is further broken down into three categories: 50 percent (\$84.4 million) for statewide competition, 10 percent (\$16.9 million) for small urban and rural areas, and 40 percent (\$67.5 million) divided between the largest 10 MPOs in the state.

Compounding the difficult budget news, Cycle 7 applications were due in June and are currently being reviewed and scored. CTC staff reporting during the workshop that 277 applications were received requesting \$2.5 billion worth of funding. Staff also reported that while fewer applications were received in Cycle 7 than in Cycle 6, projects, or at least grant application funding requests, are growing in cost. For instance, the largest ATP request is for \$60.4 million which is nearly two-thirds of the entire amount available for statewide competition and nearly 100 percent of the MPO pot.

One MCAG jurisdiction has applied for a Cycle 7 ATP grant, with the County of Merced requesting \$1.35 million for the Dos Palos Pedestrian and Bicycle Connectivity Project.

Given the limited funding and huge number of requests, the CTC plans to amend the Cycle 7 guidelines to provide additional criteria to serve as “tiebreakers” should several projects receive the same score. The guidelines currently include three criteria for tiebreaker consideration: 1) project readiness, 2) highest score on the highest point value question, 3) highest score on the second highest point value questions. During the workshops, CTC staff solicited feedback on three additional criteria: 1) whether the applicant has applied for ATP funding for the same project two or more cycles and has not been successful, 2) application was submitted by a tribal government, and 3) highest score on the third highest point value question.

CTC staff also discussed plans for a contingency list of projects should additional funding become available. The 2024 Budget Act included a commitment for an additional \$400 million for ATP in future years, but this will require future budget action before the CTC can program new projects.

SB 1 Competitive Grant Programs Slated for Action at August CTC Meeting

The CTC is slated to approve guidelines for the next round of SB 1 competitive grant programs during their August 15-16 meeting. Specifically, CTC staff will present proposed guidelines for the Trade Corridor Enhancement Program (TCEP), Solutions for Congested Corridors Program (SCCP), and the Local Partnership Program (LPP). If these guidelines are approved, the Commission will release a call for projects for the SCCP and LPP in August and the TCEP in November 2024.

Trade Corridors Enhancement Program Budget Impacts

The 2024-25 State Budget may also have implications for the TCEP program, although the specific impacts are not clear at the time of this writing. Specifically, the transportation budget trailer bill ([AB 173](#)) requires the CalSTA to coordinate with Caltrans and the CTC to identify available funding to backfill a \$200 million reduction for grade separation projects which had already received grant awards. Potential sources of funding include TCEP and other state transportation funding programs for which grade separation projects may be eligible.

A draft TCEP funding estimate presented to the CTC in June estimated \$1.07 billion in available funding and \$171 million in prior funding commitments, for an estimated funding round of \$900 million. Should TCEP funding be tapped to backfill previously awarded grade separation projects, the overall funding available for Cycle 4 will likely be reduced. The trailer bill language gave the state a year to develop the plan, but CalSTA and its partners appear to be moving much quicker to resolve the outstanding grade separation project funding issue.

We will continue to monitor this issue closely considering the Finish the 99 Coalition's intention to seek TCEP funding this fall.

Contact

Email: Chris Lee (clee@politicogroup.com) or Kiana Valentine (kiana@politicogroup.com)

Phone: (916) 444-3770

Attachments

MCAG Bill Tracking Report

Item 5aviii

DATE: August 2, 2024

TO: Governing Board

FROM: Stephani Davis, Assistant Planner

RE: Information - Process and Schedule for Unmet Transit Needs Public Hearings for Fiscal Year 2025-2026

SUMMARY

MCAG is preparing to begin the annual Unmet Transit Needs process which is required to conclude prior to the apportionment of the region's Transportation Development Act (TDA) funds for FY 2025-26. TDA funds encompass Local Transportation Funds (LTF), State Transit Assistance (STA) and State of Good Repair (SGR). To facilitate this year's process, five public hearings will be held in October of 2024 to receive public input regarding transit service needs for the transit-dependent and transportation-disadvantaged persons in Merced County.

REQUESTED ACTION

For information only.

BACKGROUND

As the TDA administrator for Merced County, MCAG is responsible for performing the annual Unmet Transit Needs process to ensure that all "unmet transit needs" determined to be "reasonable to meet" are addressed before any TDA funds are expended for streets and roads purposes. The outcome of the unmet transit needs process will inform the TDA apportionment process in the coming fiscal year.

TDA law requires that MCAG establish a Social Services Transportation Advisory Council (SSTAC) for the unmet transit needs process. MCAG solicits public input regarding transit service needs for transit-dependent and transportation-disadvantaged persons, including the elderly, persons with disabilities, and low-income persons. Annually, the SSTAC reviews those comments and makes a recommendation to the MCAG Governing Board that:

- There are no unmet transit needs, or
- There are no unmet transit needs that are reasonable to meet, or
- There are unmet transit needs, including needs that are reasonable to meet

For Fiscal Year 2024-25, the Governing Board found that there are no unmet transit needs that are reasonable to meet.

PAST ACTION TAKEN

Month/Year	Action
January 2024	The MCAG Governing Board adopted by resolution a finding of fact that there are no unmet transit needs that are reasonable to meet for Fiscal Year 2024-2025.

DISCUSSION

There are many convenient ways to participate in the unmet transit needs process in Merced County. There will be six public hearings: four will be in-person in Merced and Los Banos, and two will be held virtually via Zoom. Details are as follows:

In-person Public Hearings

Date: Tuesday, October 15, 2024

Time: 12:30 PM & 6:00 PM

Location: Los Banos Community Center

645 7th Street

Los Banos, CA 93635

Date: Monday, October 21, 2024

Time: 6:00 PM

Location: Merced Civic Center – Sam Pipes Room,
First Floor

678 W. 18th Street

Merced, CA 95340

Date: Thursday, October 24, 2024

Time: 3:00 PM

Location: Merced County Administration Bldg. –

Board Chambers Room, Third Floor

2222 M Street

Merced, CA 95340

Virtual Public Hearings

Date: Wednesday, October 16, 2024

Time: 12:30 PM

To join the meeting via video conference:

<https://zoom.us/join>

Meeting ID: 931 9412 9775

Passcode: 36918

Join by Phone: (669) 900-9128

Date: Wednesday, October 23, 2024

Time: 6:00 PM

To join the meeting via video conference:

<https://zoom.us/join>

Meeting ID: 946 5936 5111

Passcode: 36918

Join by Phone: (669) 900-9128

It is important for residents to know that they do not need to attend a public hearing to participate in the unmet transit needs process. Other options include submitting a comment by phone, mail, email, or by completing an online survey. In addition, the dedicated unmet transit needs webpage on the MCAG website makes information regarding the unmet transit needs process in Merced County, submitting a comment, or looking at past years' unmet transit needs reports readily accessible.

MCAG Unmet Transit Needs webpage: <https://www.mcagov.org/311/Unmet-Transit-Needs>

Online survey link in English: <https://www.mcagov.org/UnmetTransitNeedSurvey>

Online survey link in Spanish: <https://www.mcagov.org/EncuestaDeNecesidadesDeTransito>

FISCAL IMPACT

This portion of the Unmet Transit Needs process is funded by TDA funds as outlined in the Overall Work Program element 240.

STAFF CONTACT

Stephani Davis, Assistant Planner at stephani.davis@mcagov.org or (209) 723-3153 X 126.

ATTACHMENTS

Merced County Unmet Transit Need and Reasonable to Meet Definitions
Unmet Transit Needs Flyers

MERCED COUNTY UNMET TRANSIT NEED AND REASONABLE TO MEET DEFINITIONS

Unmet Transit Need:

An **unmet transit need** is an inadequacy in the existing public transit services for persons recognized as transit-dependent in Merced County.

Reasonable to Meet:

An unmet transit need that meets the definition above and meets **all** the following criteria shall be considered reasonable to meet:

Minimum requirements:

1. **Feasibility** - The proposed transit service can be achieved safely and will not violate local, state, and federal law.
2. **Funding** - The proposed transit service will not cause the transit operator to incur expenses greater than the maximum allocation of Transportation Development Act Local Transportation Funds.
3. **Equity** - The proposed transit service will benefit the general public, with particular consideration for those who rely on public transportation, seniors, and disabled persons, within the meaning of Title VI or other similar assessments.

Other areas for consideration:

4. **Community Acceptance** - There needs to be demonstrated interest of citizens in the proposed transit service such as multiple comments or petitions.
5. **Potential Ridership** – The proposed transit service will not reduce the existing level of transit service and will comply with safety, security and maintenance requirements. The proposed transit service will meet “new service” ridership performance standards established for the transit operator in its agency planning documents. Measurement of ridership performance may include assessing passengers per hour and passengers per mile.
6. **Cost Effectiveness** – Unless the proposed transit service is eligible for a two-year exemption period, it must not reduce the ability of the overall transit system service to meet minimum fare box return requirements as stated in the Transportation Development Act statutes or established by Merced County Association of Governments.

UNMET TRANSIT NEEDS HEARING



WHAT IS AN UNMET TRANSIT NEED?

An inadequacy in the existing public transit services for persons recognized as transit-dependent in Merced County.

WHAT IS THE PURPOSE?

To ensure that all “unmet transit needs” that are “reasonable to meet” are met before Transportation Development Act funds are spent on non-transit uses, such as streets and roads.

VIRTUAL HEARING

Wednesday, October 16, 2024
12:30 PM | www.zoom.us/join
MEETING ID: 931 9412 9775
PASSCODE: 36918

Wednesday, October 23, 2024
6:00 PM | www.zoom.us/join
MEETING ID: 946 5936 5111
PASSCODE: 36918

IN-PERSON HEARINGS

Tuesday, October 15, 2024
12:30 PM and 6:00 PM
Los Banos Community Center
645 7th Street
Los Banos, CA 93635

Monday, October 21, 2024
6:00 PM
Sam Pipes Room, Merced Civic Center
678 W. 18th Street
Merced, CA 95340

Thursday, October 24, 2024
3:00 PM
Merced County Administration Building
3rd Floor, Board of Supervisors Chambers
2222 M Street
Merced, CA 95340

HOW TO COMMENT



IN PERSON

ATTEND A HEARING AND PROVIDE A COMMENT IN PERSON.



BY EMAIL

SUBMIT A COMMENT BY EMAILING:
planning@mcagov.org



BY MAIL

Merced County Association of Governments
C/O Stephani Davis
369 W. 18th Street, Merced, CA 95340



BY PHONE

SUBMIT A COMMENT BY CALLING:
(209) 723-3153 EXT 126



ONLINE

SUBMIT A COMMENT ONLINE:
www.mcagov.org/312/UTN-Survey



DURING VIDEO CONFERENCE

JOIN A HEARING VIRTUALLY AND PROVIDE A COMMENT VIA VIDEO.

[WWW.MCAGOV.ORG](https://www.mcagov.org)

MCAG
MERCED COUNTY ASSOCIATION OF GOVERNMENTS



AUDIENCIA S O B R E NECESIDAD INSATISFECHA DE TRANSITO



¿QUE ES UNA NECESIDAD INSATISFECHA DE TRANSITO?

Una insuficiencia en los servicios de transporte público existentes para las personas reconocidas como dependientes del tránsito en el Condado de Merced.

¿CUÁL ES EL PROPÓSITO?

Garantizar que todas las “necesidades de tránsito no cubiertas” que sean “razonables de satisfacer” se cubran antes de que los fondos de la Ley de Desarrollo del Transporte se gasten en usos no relacionados con el tránsito, como calles y carreteras.

AUDIENCIA VIRTUAL

Miércoles, 16 de octubre
12:30 | www.zoom.us/join
MEETING ID: 931 9412 9775
CÓDIGO DE ACCESO: 36918

Miércoles, 23 de octubre
18:00 | www.zoom.us/join
MEETING ID: 946 5936 5111
CÓDIGO DE ACCESO: 36918

AUDIENCIAS PRESENCIALES

Martes, 15 de octubre
12:30 y 18:00 horas
Centro Comunitario de Los Banos
645 7th Street
Los Banos, CA 93635
.....

Lunes, 21 de octubre
18:00
Sala Sam Pipes,
Centro Cívico de Merced
678 W. 18th Street
Merced, CA 95340

Jueves, 24 de octubre
15:00
Edificio de la Administración del Condado de Merced
3ª planta, Sala de la Junta de Supervisores
2222 M Street
Merced, CA 95340

COMO COMENTAR



EN PERSONA

ASISTA A UNA AUDIENCIA Y PRESENTE SUS COMENTARIOS EN PERSONA.



POR CORREO ELECTRÓNICO

ENVÍE SUS COMENTARIOS POR CORREO ELECTRÓNICO: planning@mcagov.org



POR CORREO

Merced County Association of Governments
C/O Stephani Davis
369 W. 18th Street, Merced, CA 95340



POR TELÉFONO

PRESENTE SUS COMENTARIOS LLAMANDO AL: (209) 723-3153 EXT 126



EN LÍNEA

ENVÍE SUS COMENTARIOS EN LÍNEA:
www.mcagov.org/312/UTN-Survey



DURANTE LA VIDEOCONFERENCIA

PARTICIPAR VIRTUALMENTE EN UNA AUDIENCIA Y HACER COMENTARIOS POR VÍDEO.



ITEM 5bi

DATE: August 15, 2024

TO: Governing Board

FROM: Alexandra Arroyo, Procurement Specialist II

RE: Information – Quarterly report on Transit Joint Powers Authority for Merced County (TJPA)
Board approved contracts

SUMMARY

Enclosed for your review and information is the list of Governing Board approved contracts and their status. The list is as of June 30, 2024, and all contracts are open.

REQUESTED ACTION

For information only.

BACKGROUND

In April 2019, staff introduced the concept of this reporting tool to improve transparency with contract management, and to provide the Board with progress updates from the first step of Board-approval to final step of contract closeout. Staff provided the most recent update in May of 2024.

NEXT STEPS

These updates will be provided on a quarterly basis.

STAFF CONTACT

Alexandra Arroyo, Procurement Specialist II, at alexandra.arroyo@mcagov.org or (209) 723-3153 x174.

ATTACHMENTS

TJPAMC GB Approved Contracts Status as of 6.30.2024

TJPAMC Governing Board Approved Contracts Status as of 6.30.2024

VENDOR AND SERVICE	STATUS	START DATE	END DATE	CONTRACT TOTAL	REMAINING BALANCE
ADArise.com, LLC - Consultant for ADA Paratransit Evaluation of Eligibility and Certification	Open	12/1/2021	11/30/2024	\$ 78,000.00	\$ 12,027.00
First Transit, Inc. - Transit Operations & Bus Maintenance Services	Open	5/1/2020	4/30/2025	\$ 51,033,857.24	\$ 9,997,979.64
Lawrence Backhoe Service - Bus Shelter Repairs, Removal & Installation	Open	4/28/2022	5/31/2025	\$ 570,000.00	\$ 186,721.62
Good Guard Security, Inc. - Public Transit Security Services	Open	5/23/2022	5/31/2025	\$ 411,390.60	\$ 187,239.31
CVIN, LLC dba Vast Networks-Transit Internet Service Provider	Open	2/1/2021	1/31/2026	\$ 39,000.00	\$ 12,634.00
Hunt & Sons, Inc. (W.H Breshears, Inc.) - Fuel Card Program	Open	7/1/2019	7/31/2026	405,145.75*	
Van de Pol Enterprises, Inc. - Delivery of Bulk Fuel & Lubricants	Open	7/1/2019	7/31/2026	8,155,804.33*	
Silke Communications Solutions - Two-Way Bus Communication Services	Open	9/1/2023	8/31/2026	\$ 217,057.32	\$ 125,709.81
Via Mobility, LLC - Mobility on Demand Software Development and Implementation	Open	9/1/2023	9/30/2026	\$ 387,177.00	\$ 340,072.17
GMV Syncromatic - Vehicle Location and Real Time Passenger info	Open	2/1/2024	1/31/2027	\$ 314,000.00	\$ 249,948.12
Genfare, LLC - Installation and Maintenance Agreement	Open	4/13/2024	12/31/2024 or until work is complete	\$ 1,596,595.00	\$ 1,596,595.00
Stantec Consulting Services - Bus Fleet Electrification Infrastructure	Open	12/28/2022	until construction is complete	\$ 165,681.42	\$ 165,681.42

*Commodity - Total paid to date

ITEM 5ci

DATE: August 15, 2024

TO: Governing Board

FROM: James Moore, RWA Director

RE: Information – Merced County Regional Waste Management Authority monthly update

SUMMARY

The following is an update on the Merced County Regional Waste Management Authority operations and activities for July 2024.

REQUESTED ACTION

For information only.

UPDATES

Highway 59 Infrastructure Improvements:

Staff have received the building permits from the County for the Vehicle Maintenance Shop, Recycling Transfer Building, Fuel Storage and Dispensing, and HHW Collection Area. Staff has been advised by the County one additional permit will be required for the septic system improvements, and to expect to have that permit in the next few weeks. Staff has delivery dates from the building manufacturer for all the features and the material started arriving on site August 1. Staff anticipates restarting construction on August 13th.

EIR for Solar Farm Project near Billy Wright Landfill:

The Draft Subsequent EIR for the Las Camas Solar Project, which will be adjacent to the Billy Wright Landfill was released on May 3rd, with comments due by June 17th. RWA submitted comments on several issues related to traffic and air quality impacts due to the relocation of higher density housing zoning related to the solar farm construction. The DSEIR is expected to be presented to the County for certification in September/October 2024.

Tonnage Reports for April, May and June 2024:

The total tonnages disposed in the 2nd quarter, ending June 30, 2024, compared to the 2nd quarter of 2023:

- Billy Wright Landfill: decreased by 7,622 tons; a 9.8% decrease;
- Highway 59 Landfill: decreased by 15,241 tons; a 13.6% decrease;
- Total tons: decreased by 22,863 tons; a 12.1% decrease from one year ago.

Overall, RWA disposed of 166,726 tons in the 2nd quarter of 2024, for a total of 645,862 tons for Fiscal Year 23-24.

Based on ongoing discussions regarding the amount of solid waste imported into the RWA landfills, staff have begun reporting the percentage of waste imported as a part of the above totals – for the 2nd quarter of 2023, the percentage of total waste received that was imported was 52.5% or 99,638 tons. In the 2nd quarter of 2024 that percentage was 56.2%, based on 93,287 tons.

For the Fiscal Year 23-24, the total percentage of waste received that was imported was 53.1% or 343,277 tons out of the 645,862 tons disposed.

The Fiscal Year 23-24 total revenue was \$26,797,578, which is 123% of the budget of \$21,781,170. Higher tipping fees and increased tonnages for organics and higher tipping fees for imported waste contributed to this increased revenue. However, the increased revenue from organics is a pass through to the organics contractor.

Quarterly, RWA staff works with Tetra Tech, RWA's engineer consultant, to develop airspace calculations for both landfill sites. The charts attached indicate that at the current rate of waste placement, as of June 30, 2024, the Billy Wright landfill has 14.5 years of remaining capacity (December 2038); and the Highway 59 landfill has 30.9 years (May 2055) of remaining capacity. Staff will continue to update this information on a quarterly basis to provide the Board with the most current snapshot of the remaining airspace for both landfill sites.

Staff will continue to track these numbers for future discussion.

In order to better meet agenda deadlines, staff have begun reporting tonnage, revenue and airspace utilization data quarterly. The next report will be in November 2024 and will cover the full 3rd quarter of 2024 (July to September).

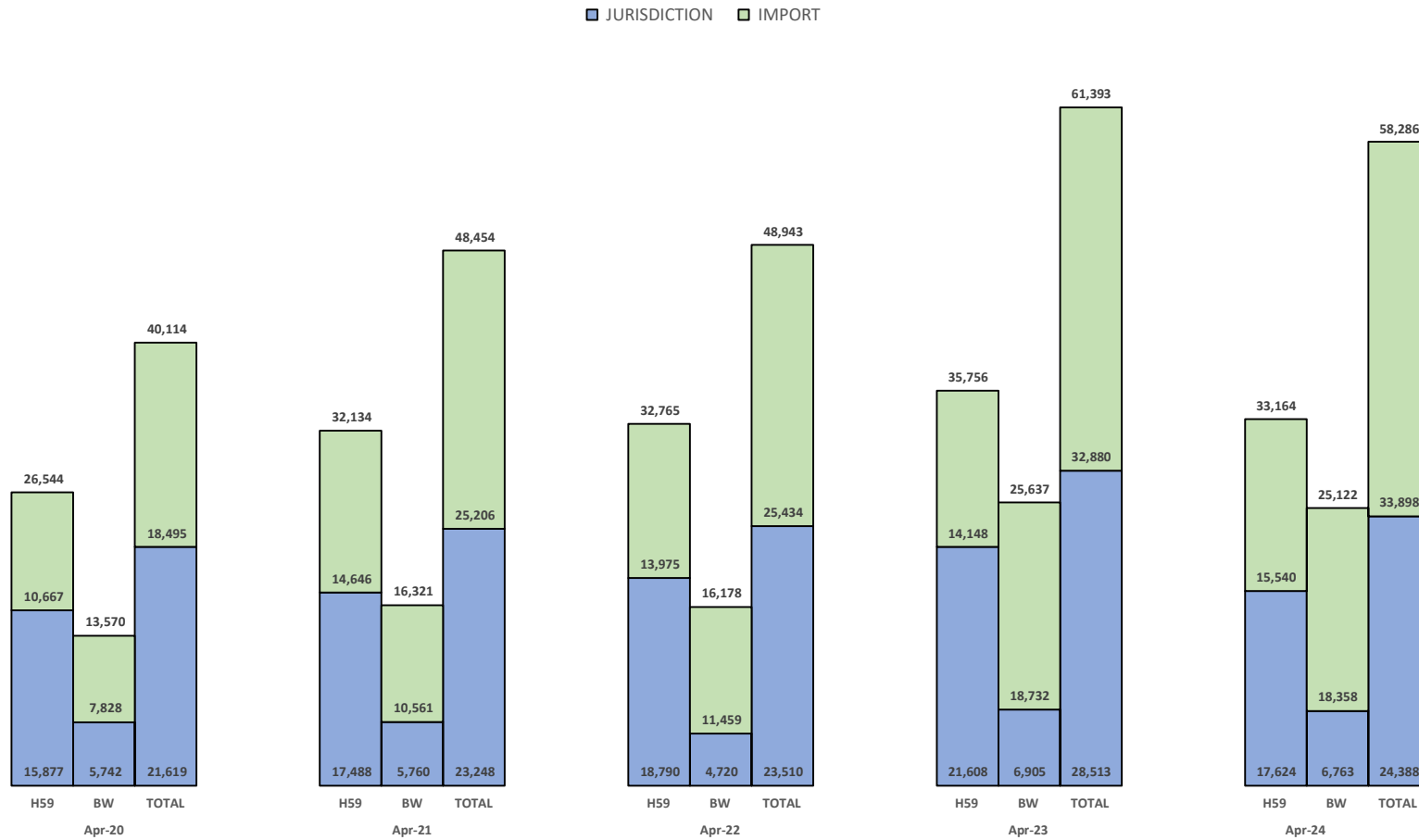
STAFF CONTACT

James Moore, RWA Director, at (209) 723-4481 Ext. 221 or jmoore@mcrwma.org.

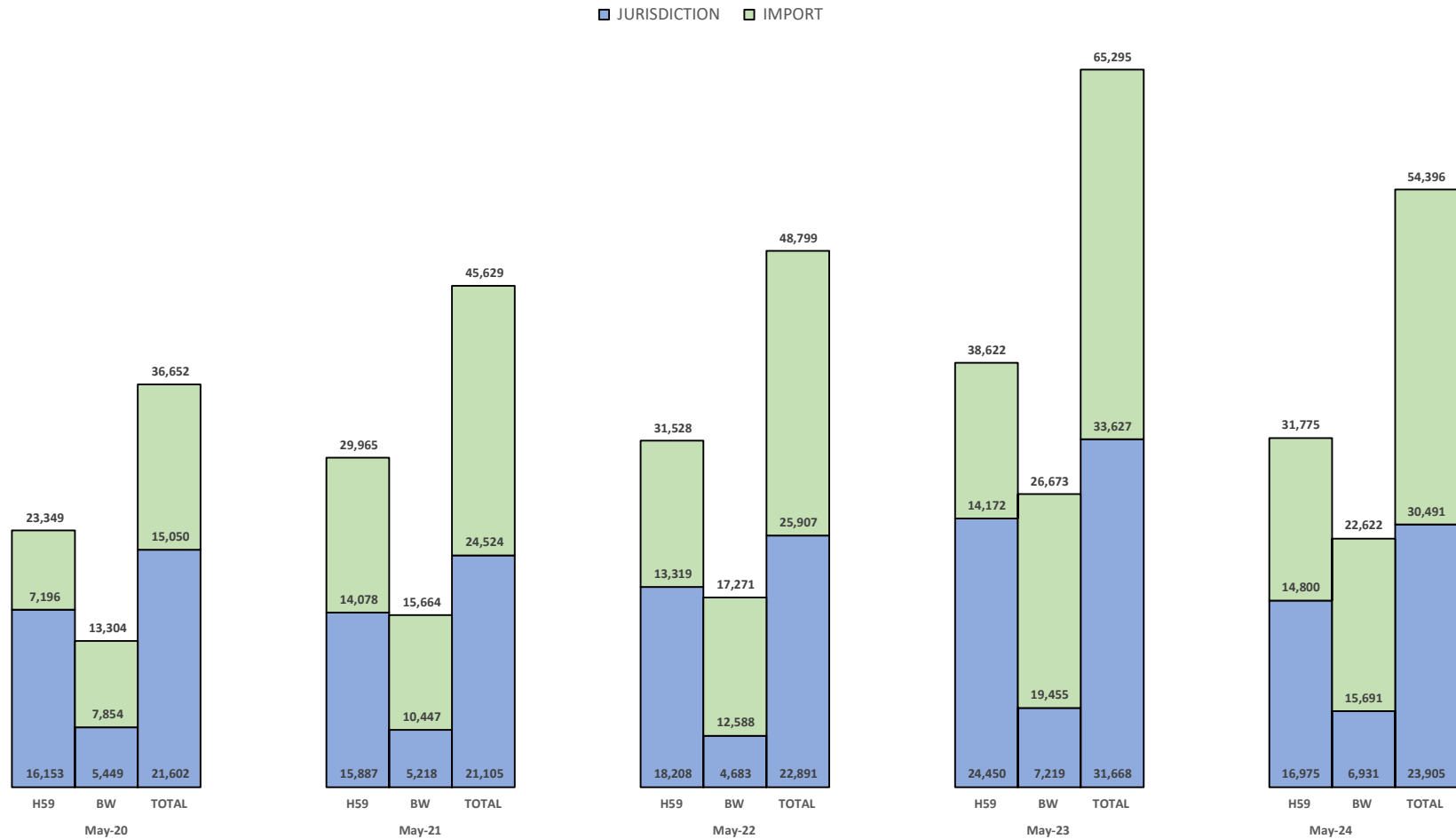
ATTACHMENTS

1. Tonnage Reports (April through June, FY 23-24 Totals)
2. Airspace Calculation Reports

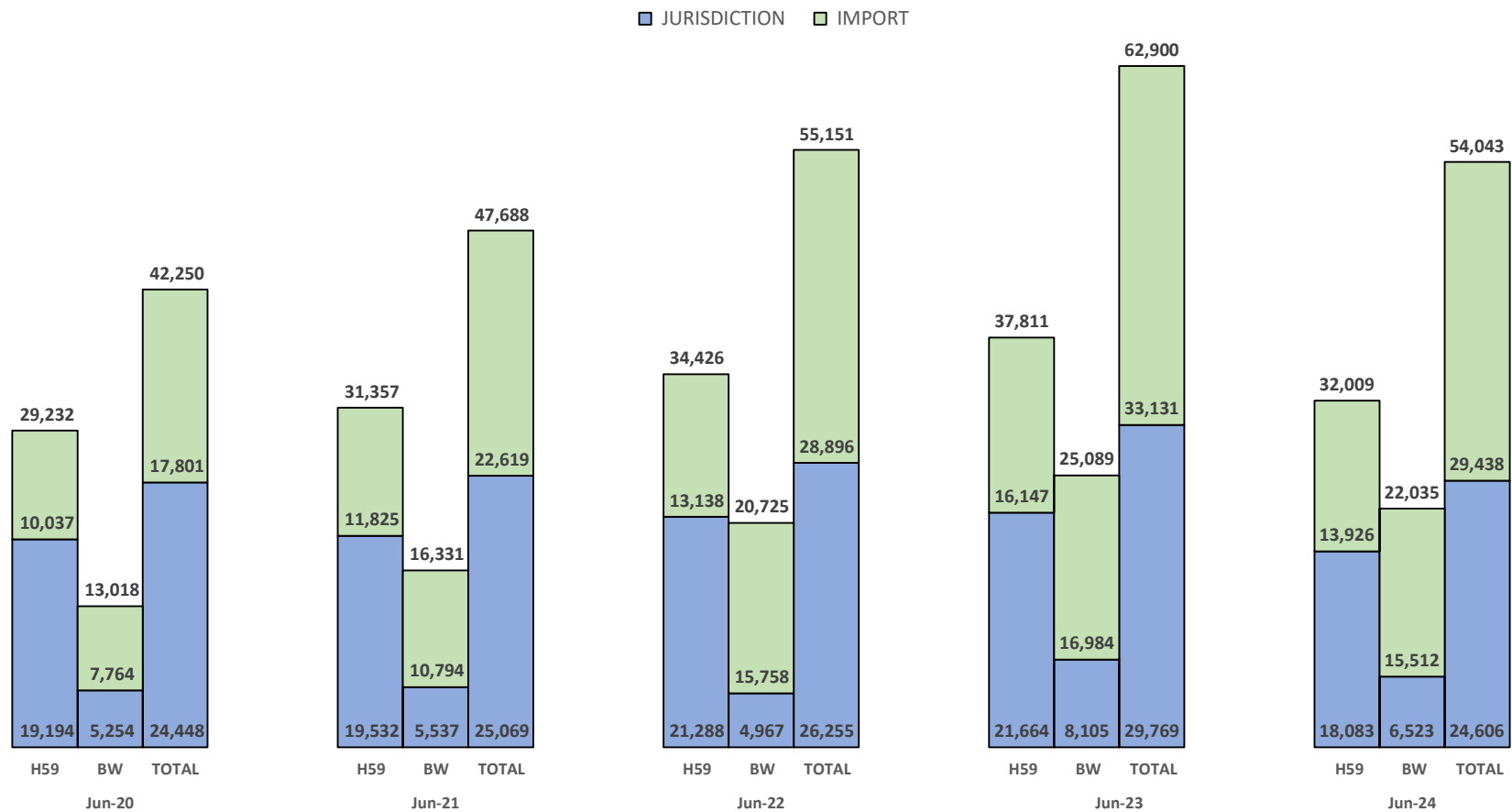
Disposed Tons For Highway 59 and Billy Wright Landfills April Comparison: 2020-2024



Disposed Tons For Highway 59 and Billy Wright Landfills May Comparison: 2020-2024

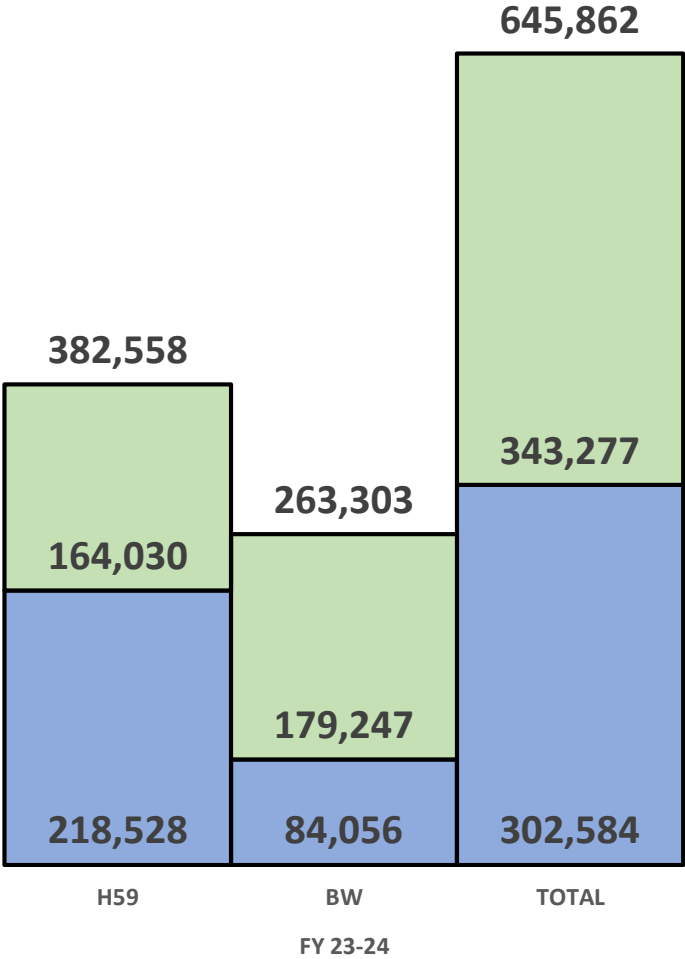


Disposed Tons For Highway 59 and Billy Wright Landfills June Comparison: 2020-2024



FY 2023-2024 TOTAL LANDFILL TONNAGE

JURISDICTION IMPORT



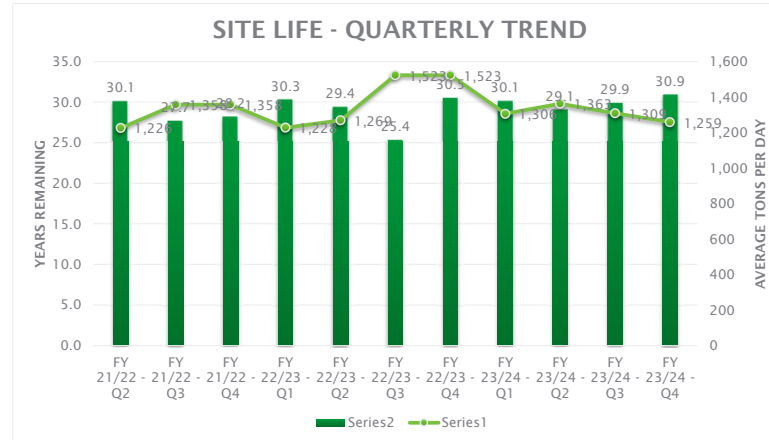
Highway 59 Landfill

Attachment 5ci

Total Site Capacity Update	
Total Permitted Capacity (CY)	30,012,352
Gross Remaining Airspace (CY)	19,870,369
Total Capacity Remaining	66.2%
Number of Years	30.9
Estimated End Date	5/19/2055
AUF	0.80
Tons Per Day	1,259

Current Airspace Update	
Net Remaining Airspace (CY)	2,704,792
Number of Years	5.4
Estimated End Date	11/26/2029

Next Expansion Cell Update	
Net Remaining Airspace (CY)	2,173,124
Number of Years	4.1
Estimated End Date	12/26/2033



Cell		Net Remaining Airspace (CY)	Airspace Utilization Factor (tons/CY)	Tons Per Day	Estimated Years	Estimated End Date
Phase 6B-1	FY 21/22 - Q2	1,291,710	0.71	1,226	2.4	5/31/2024
	FY 21/22 - Q3	1,150,151	0.71	1,358	2.0	3/30/2024
	FY 21/22 - Q4	1,078,794	0.73	1,358	1.9	5/18/2024
	FY 22/23 - Q1	947,624	0.73	1,228	1.8	7/30/2024
	FY 22/23 - Q2	771,502	0.73	1,269	1.5	6/11/2024
	FY 22/23 - Q3	617,126	0.73	1,523	1.0	3/20/2024
Phase 6B-2	FY 21/22 - Q2	2,461,767	0.71	1,226	4.5	12/3/2028
	FY 21/22 - Q3	2,461,767	0.71	1,358	4.1	5/2/2028
	FY 21/22 - Q4	2,469,767	0.73	1,358	4.2	8/14/2028
	FY 22/23 - Q1	2,469,767	0.73	1,228	4.7	1/26/2029
	FY 22/23 - Q2	2,469,767	0.73	1,269	4.5	12/18/2028
	FY 22/23 - Q3	2,469,767	0.73	1,523	3.8	1/5/2028
6B-1 and 6B-2	FY 22/23 - Q4	3,219,348	0.93	1,523	6.0	6/16/2029
	FY 23/24 - Q1	2,984,483	0.79	1,306	5.7	5/24/2029
	FY 23/24 - Q2	2,870,365	0.79	1,363	5.2	3/25/2029
	FY 23/24 - Q3	2,749,988	0.79	1,309	5.2	6/23/2029
	FY 23/24 - Q4	2,704,792	0.80	1,259	5.4	11/26/2029
Phase 6C-1	FY 22/23 - Q4	2,338,521	0.93	1,523	4.2	9/5/2033
	FY 23/24 - Q1	2,165,889	0.79	1,306	4.0	5/18/2033
	FY 23/24 - Q2	2,165,889	0.79	1,363	3.8	1/13/2033
	FY 23/24 - Q3	2,165,889	0.79	1,309	4.0	6/18/2033
	FY 23/24 - Q4	2,173,124	0.80	1,259	4.1	12/26/2033
Total Remaining	FY 21/22 - Q2	21,447,272	0.71	1,226	30.1	2/2/2052
	FY 21/22 - Q3	21,305,713	0.71	1,358	27.7	12/8/2049
	FY 21/22 - Q4	21,209,855	0.73	1,358	28.2	9/9/2050
	FY 22/23 - Q1	21,078,686	0.73	1,228	30.3	1/12/2053
	FY 22/23 - Q2	20,902,564	0.73	1,269	29.4	5/7/2052
	FY 22/23 - Q3	20,748,187	0.73	1,523	25.4	8/7/2048
	FY 22/23 - Q4	20,799,083	0.93	1,523	30.5	12/28/2053
	FY 23/24 - Q1	20,564,218	0.79	1,306	30.1	11/10/2053
	FY 23/24 - Q2	20,450,100	0.79	1,363	29.1	1/16/2053
	FY 23/24 - Q3	20,329,723	0.79	1,309	29.9	2/15/2054
	FY 23/24 - Q4	19,870,369	0.80	1,259	30.9	5/19/2055

MERCED COUNTY - HIGHWAY 59 LANDFILL
Thru Phase 6B-2 - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

CURRENT DATA			
Current Aerial Date	April 29, 2024	Airspace Consumed¹	504,885 CY
Latest Tonnage Data	June 30, 2024	Tons Disposed²	402,477 Tons
		Calculated AUF³	0.80 Tons/CY
		Average Daily Tons⁴	1,259 Tons
		Operating Days⁵	304 Days
		Assumed Tonnage Growth Rate	2 %
		Net Remaining Fill Capacity⁶	2,788,171 CY

DATE RANGE		SOLID WASTE ⁷ (TONS)	AIRSPACE CONSUMPTION ⁸ (CY)	CUMULATIVE VOLUME (CY)	REMAINING CAPACITY (CY)
04/29/24	06/30/24	66,703	83,379	83,379	2,704,792
07/01/24	06/30/25	382,858	478,573	561,952	2,226,219
07/01/25	06/30/26	390,515	488,144	1,050,096	1,738,075
07/01/26	06/30/27	398,325	497,907	1,548,003	1,240,168
07/01/27	06/30/28	406,292	507,865	2,055,868	732,303
07/01/28	06/30/29	414,418	518,022	2,573,890	214,281
07/01/29	11/26/29	171,425	214,281	2,788,171	0
Years		5.41			

Notes:

- 1) Airspace consumed was calculated from April 24, 2023 to April 29, 2024.
- 2) Tonnage received from Merced County RWA. Tons disposed from April 24, 2023 to April 29, 2024 to calculate AUF.
- 3) AUF (airspace utilization factor) = Tons Disposed / Airspace Consumed = 402,477 tons / 504,855 CY = 0.80 tons/CY. Airspace consumed and tonnage from 04/24/2023 - 04/29/2024. Data provided by MCRWA.
- 4) Estimated daily tonnage using tonnage between July 01, 2023 through June 30, 2024 and 304 operating days.
- 5) Operating Days provided by MCRWA.
- 6) Fill capacity was calculated in CAD comparing proposed Phase 6A/6B-1/6B-2 fill grades to topography dated April 29, 2024 (2,916,256 CY) minus final cover (128,085 CY).
- 7) Solid Waste = Average Daily Tons x Operating Days -or- Solid Waste = Airspace x AUF
- 8) Airspace Consumption = (Solid Waste / AUF)

MERCED COUNTY - HIGHWAY 59 LANDFILL
Phase 6C-1 - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

CURRENT DATA			
Current Aerial Date	April 29, 2024	Calculated AUF²	0.80 Tons/CY
		Average Daily Tons³	1,259 Tons
		Operating Days⁴	304 Days
		Assumed Tonnage Growth Rate	2 %
		Net Remaining Fill Capacity⁵	2,173,124 CY

DATE RANGE ¹		SOLID WASTE ⁶ (TONS)	AIRSPACE CONSUMPTION ⁷ (CY)	CUMULATIVE VOLUME (CY)	REMAINING CAPACITY (CY)
11/27/29	11/26/30	414,418	518,022	518,022	1,655,102
11/27/30	11/26/31	422,706	528,383	1,046,405	1,126,719
11/27/31	11/26/32	431,160	538,950	1,585,355	587,769
11/27/32	11/26/33	439,783	549,729	2,135,085	38,039
11/27/33	12/26/33	30,431	38,039	2,173,124	0
Years		4.08			

Notes:

- 1) Start date begins after Phase 6B-2 is filled to the maximum grade.
- 2) AUF (airspace utilization factor) = Tons Disposed / Airspace Consumed = 402,477 tons / 504,855 CY = 0.80 tons/CY. Airspace consumed and tonnage from 04/24/2023 - 04/29/2024. Data provided by MCRWA.
- 3) Estimated daily tonnage using tonnage between July 01, 2023 through June 30, 2024 and 304 operating days.
- 4) Operating Days provided by MCRWA.
- 5) Fill capacity was calculated in CAD comparing Phase 6C-1 fill grades to topography dated April 29, 2024 (2,229,979 CY) spliced with Phase 6A/6B-1/6B-2 fill grades and 6C-1 base grade minus final cover (56,855 CY).
- 6) Solid Waste = Average Daily Tons x Operating Days -or- Solid Waste = Airspace x AUF
- 7) Airspace Consumption = (Solid Waste / AUF)

MERCED COUNTY - HIGHWAY 59 LANDFILL
Total Remaining Capacity - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

CURRENT DATA			
Current Aerial Date	April 29, 2024	Airspace Consumed ¹	504,885 CY
Latest Tonnage Data	June 30, 2024	Tons Disposed ²	402,477 Tons
		Calculated AUF ³	0.80 Tons/CY
		Average Daily Tons ⁴	1,259 Tons
		Operating Days ⁵	304 Days
		Assumed Tonnage Growth Rate	2 %
		Net Remaining Fill Capacity ⁶	20,335,510 CY

DATE RANGE ¹		SOLID WASTE ⁷ (TONS)	AIRSPACE CONSUMPTION ⁸ (CY)	CUMULATIVE VOLUME (CY)	REMAINING CAPACITY (CY)
04/29/24	06/30/24	66,703	83,676	83,676	20,251,834
07/01/24	06/30/25	382,858	480,275	563,950	19,771,560
07/01/25	06/30/26	390,515	489,880	1,053,830	19,281,680
07/01/26	06/30/27	398,325	499,678	1,553,508	18,782,002
07/01/27	06/30/28	406,292	509,671	2,063,179	18,272,331
07/01/28	06/30/29	414,418	519,865	2,583,044	17,752,466
07/01/29	06/30/30	422,706	530,262	3,113,305	17,222,205
07/01/30	06/30/31	431,160	540,867	3,654,173	16,681,338
07/01/31	06/30/32	439,783	551,684	4,205,857	16,129,653
07/01/32	06/30/33	448,579	562,718	4,768,575	15,566,935
07/01/33	06/30/34	457,551	573,972	5,342,548	14,992,962
07/01/34	06/30/35	466,702	585,452	5,928,000	14,407,510
07/01/35	06/30/36	476,036	597,161	6,525,161	13,810,350
07/01/36	06/30/37	485,557	609,104	7,134,265	13,201,245
07/01/37	06/30/38	495,268	621,286	7,755,551	12,579,959
07/01/38	06/30/39	505,173	633,712	8,389,263	11,946,247
07/01/39	06/30/40	515,276	646,386	9,035,649	11,299,861
07/01/40	06/30/41	525,582	659,314	9,694,963	10,640,547
07/01/41	06/30/42	536,094	672,500	10,367,464	9,968,046
07/01/42	06/30/43	546,816	685,950	11,053,414	9,282,096
07/01/43	06/30/44	557,752	699,669	11,753,083	8,582,427
07/01/44	06/30/45	568,907	713,663	12,466,746	7,868,764
07/01/45	06/30/46	580,285	727,936	13,194,682	7,140,828
07/01/46	06/30/47	591,891	742,495	13,937,176	6,398,334
07/01/47	06/30/48	603,728	757,345	14,694,521	5,640,989
07/01/48	06/30/49	615,803	772,491	15,467,012	4,868,498
07/01/49	06/30/50	628,119	787,941	16,254,954	4,080,557
07/01/50	06/30/51	640,682	803,700	17,058,654	3,276,857
07/01/51	06/30/52	653,495	819,774	17,878,428	2,457,082
07/01/52	06/30/53	666,565	836,170	18,714,597	1,620,913
07/01/53	06/30/54	679,896	852,893	19,567,490	768,020
07/01/54	05/19/55	612,239	768,020	20,335,510	0
Years		30.90			

Notes:

- 1) Airspace consumed was calculated from April 24, 2023 to April 29, 2024.
- 2) Tonnage received from Merced County RWA. Tons disposed from April 24, 2023 to April 29, 2024 to calculate AUF.
- 3) AUF (airspace utilization factor) = Tons Disposed / Airspace Consumed = 402,477 tons / 504,855 CY = 0.80 tons/CY. Airspace consumed

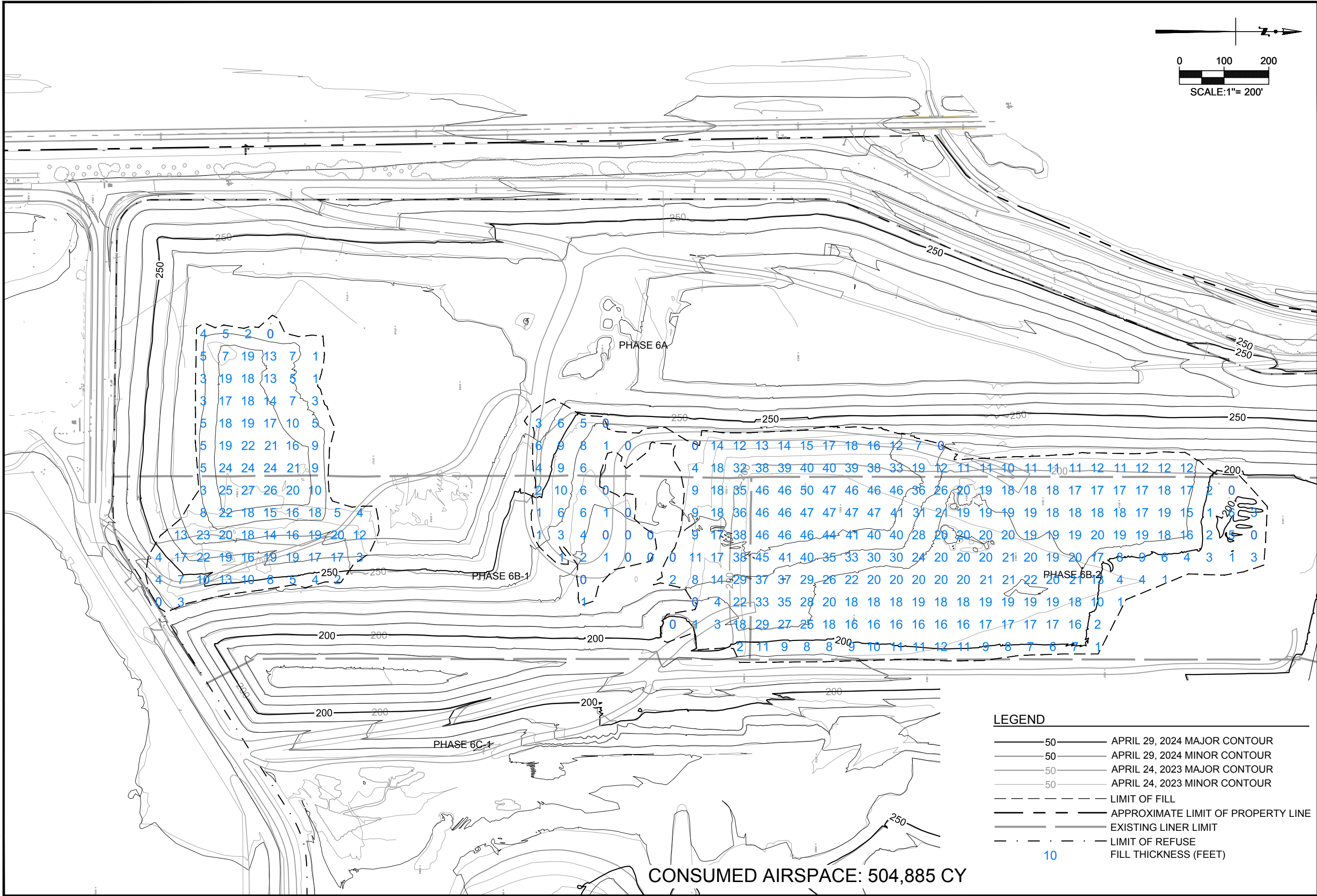


MERCED COUNTY - HIGHWAY 59 LANDFILL
Total Remaining Capacity - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

- and tonnage from 04/24/2023 - 04/29/2024. Data provided by MCRWA.
- 4) Estimated daily tonnage using tonnage between July 01, 2023 through June 30, 2024 and 304 operating days.
 - 5) Operating Days provided by MCRWA.
 - 6) Fill capacity was calculated in CAD comparing proposed final grades to topography dated April 29, 2024 spliced with remaining excavation (21,123,427 CY) minus final cover (787,917 CY).
 - 7) Solid Waste = Average Daily Tons x Operating Days -or- Solid Waste = Airspace x AUF
 - 8) Airspace Consumption = (Solid Waste / AUF)

P:\Merced County\Highway 59\Volume Capacity\CAD\SheetFiles\Figures\2024\C-301 Consumed Airspace



HIGHWAY 59 LANDFILL

MERCED COUNTY REGIONAL WASTE
MANAGEMENT AUTHORITY

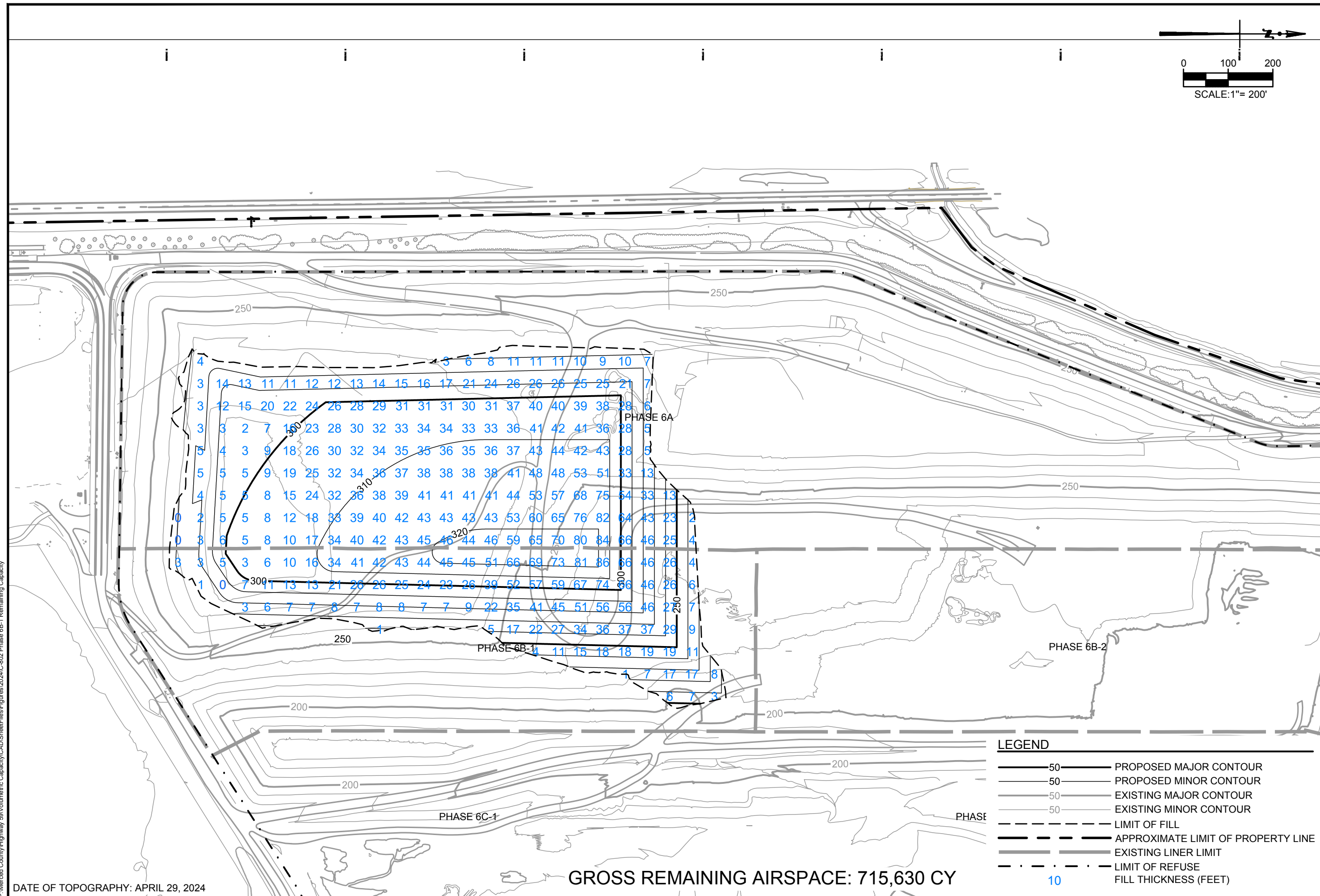
CONSUMED AIRSPACE
APRIL 24, 2023 TO APRIL 29, 2024



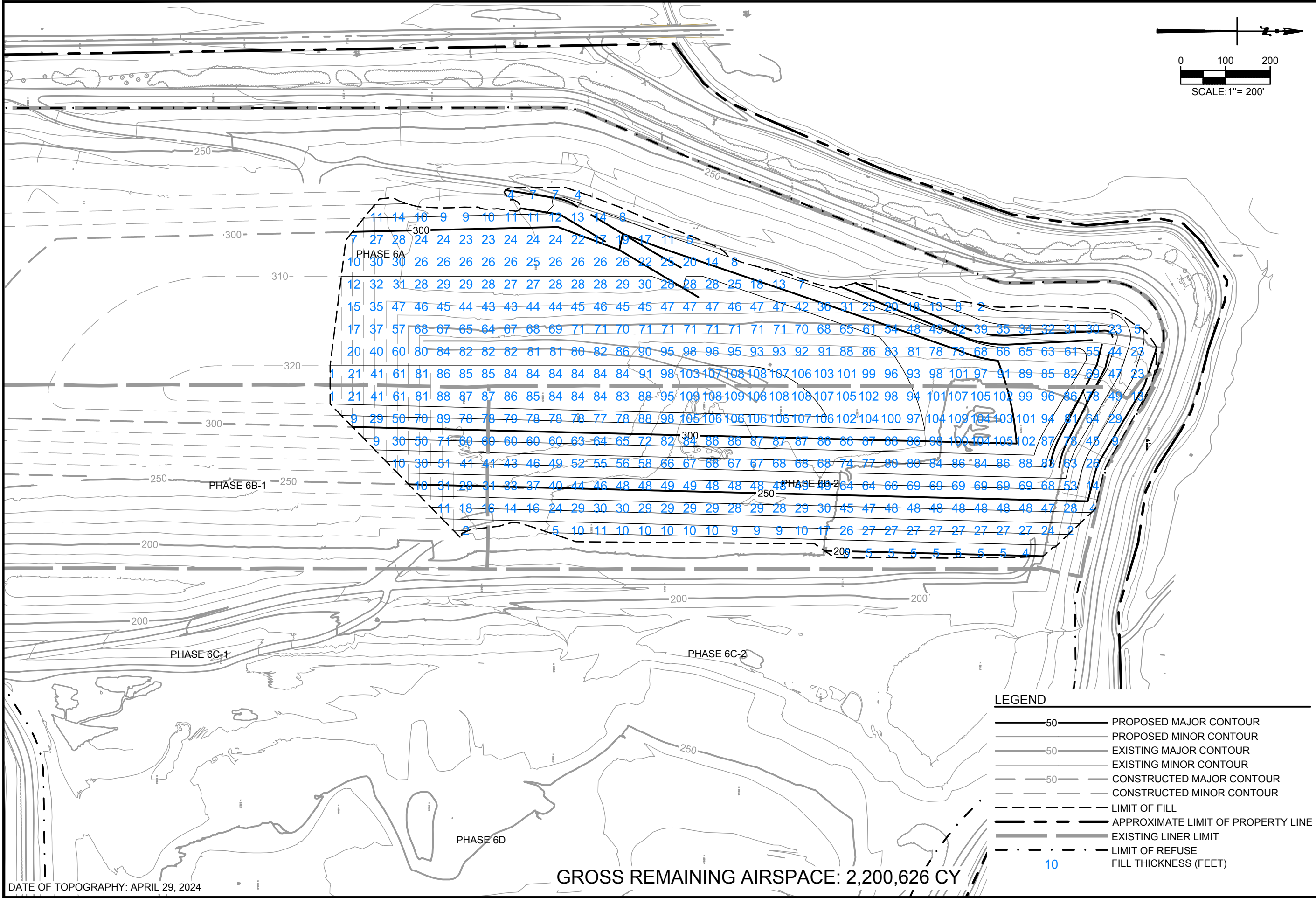
TETRA TECH
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

DRAWN BY: A.T.		DATE: 06/2024	
CHECKED BY: K.A.		PROJ. NO.:	
APPROVED BY:			

FIGURE 1



P:\Merced County Highway 59\Volume\Capacity\CAD\SheetFiles\Figures\2024\C-803 Phase 6B-2 Remaining Capacity



TETRA TECH
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

MERCED COUNTY REGIONAL WASTE
MANAGEMENT AUTHORITY

DRAWN BY: A.T.

CHECKED BY: K.A.

APPROVED BY:

DATE: 06/2024

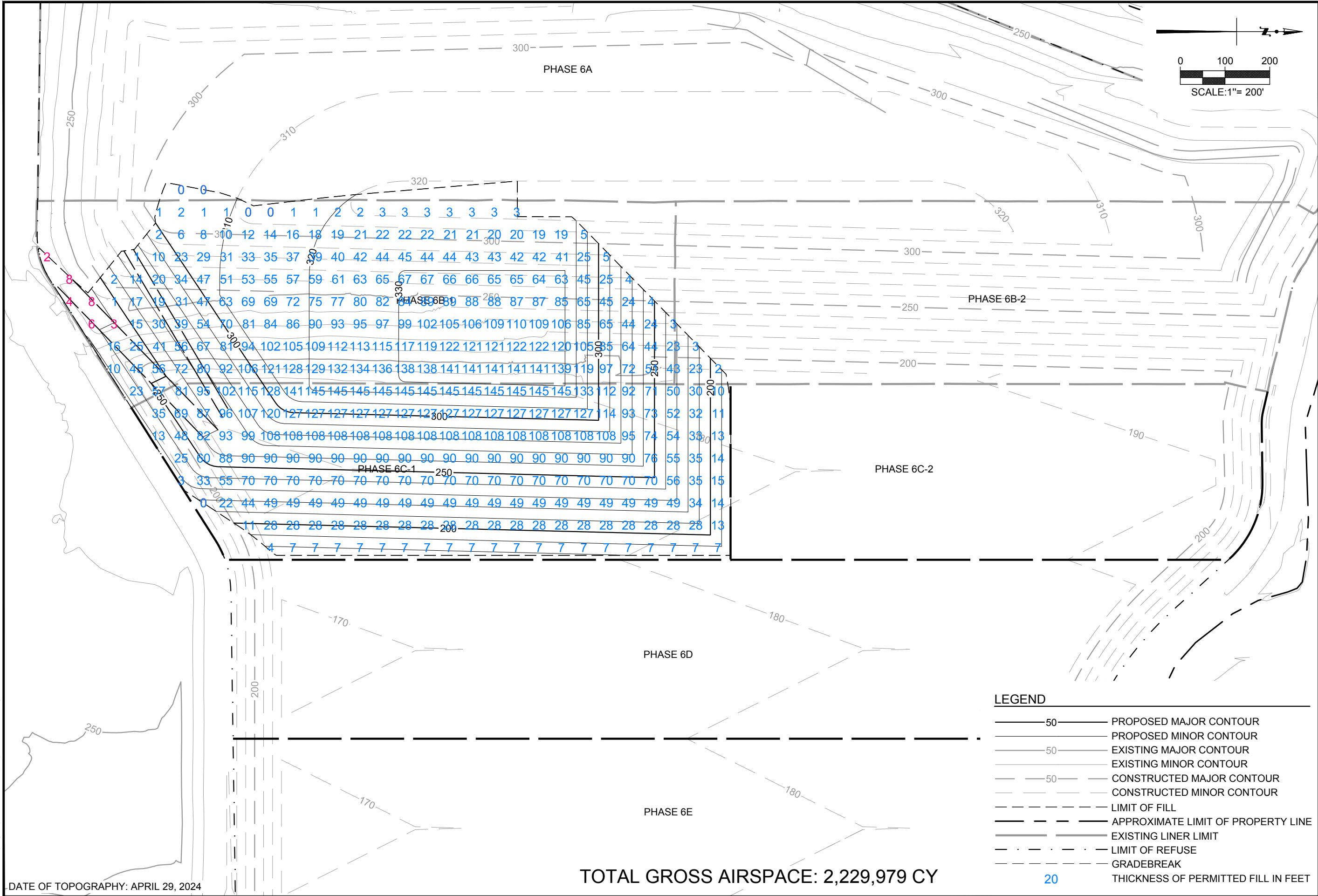
PROJ. NO.:

HIGHWAY 59 LANDFILL

PHASE 6B-2 CAPACITY

FIGURE 3

P:\Merced County\Highway 59\Volumeetric Capacity\CAD\SheetFiles\Figures\2024\1C-304 Phase 6C-1 Airspace



TETRA TECH
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

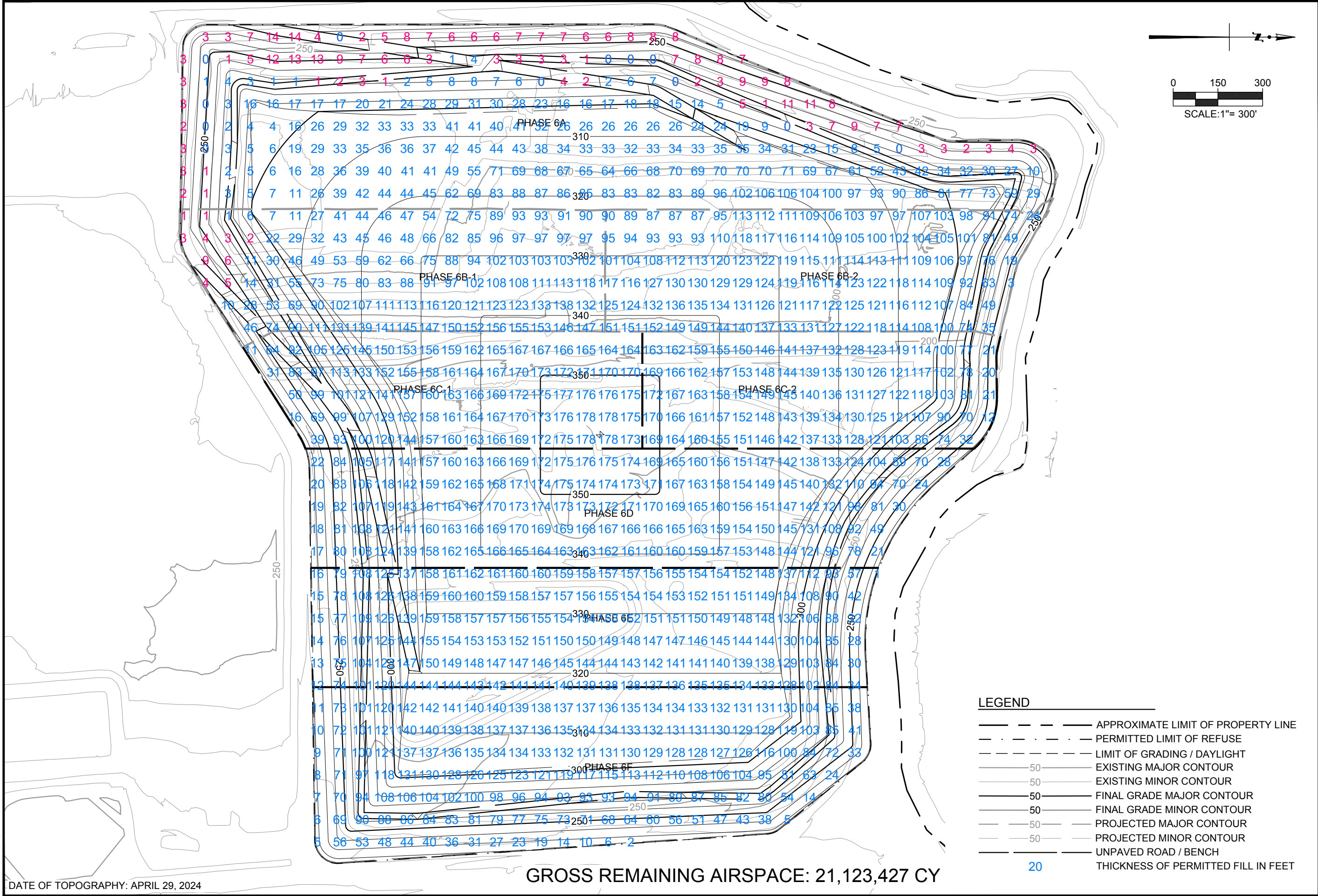
MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY	
DRAWN BY: A.T.	DATE: 06-2023
CHECKED BY: K.A.	PROJ. NO.:
APPROVED BY:	

HIGHWAY 59 LANDFILL

PHASE 6C-1 AIRSPACE

FIGURE 4

P:\Merced County\Highway 59\Volume Capacity\CAD\SheetFiles\Figures\2024\C-806 Total Remaining Capacity



TETRA TECH
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

MERCED COUNTY REGIONAL WASTE
MANAGEMENT AUTHORITY

DRAWN BY: A.T.

CHECKED BY: K.A.

APPROVED BY:

DATE: 06/2024

PROJ. NO.:

HIGHWAY 59 LANDFILL

TOTAL REMAINING CAPACITY

FIGURE 6

047

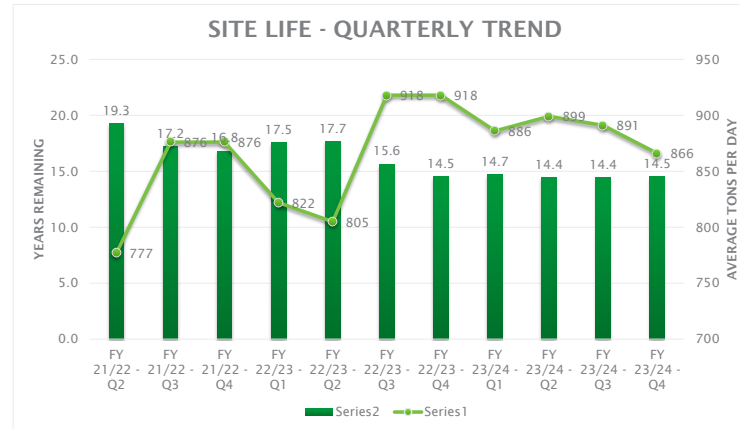
Billy Wright Landfill

Attachment 5ci

Total Site Capacity Update	
Total Permitted Capacity (CY)	14,800,000
Gross Remaining Airspace (CY)	7,211,103
Total Capacity Remaining	48.7%
Number of Years	14.5
Estimated End Date	12/10/2038
AUF	0.60
Tons Per Day	866

Current Airspace Update	
Net Remaining Airspace (CY)	763,242
Number of Years	1.7
Estimated End Date	3/27/2026

Next Expansion Cell Update	
Net Remaining Airspace (CY)	1,251,725
Number of Years	2.8
Estimated End Date	1/20/2029



Cell	Quarter	Net Remaining Airspace (CY)	Airspace Utilization Factor (tons/CY)	Tons Per Day	Estimated Years	Estimated End Date
Phase 2B	FY 21/22 - Q2	581,672	0.63	777	1.5	7/14/2023
	FY 21/22 - Q3	478,744	0.63	876	1.1	5/17/2023
	FY 21/22 - Q4	451,622	0.62	876	1.1	7/18/2023
	FY 22/23 - Q1	349,359	0.62	822	0.9	8/12/2023
	FY 22/23 - Q2	250,632	0.62	805	0.6	8/19/2023
	FY 22/23 - Q3	141,203	0.62	918	0.3	7/24/2023
Phase 2C	FY 21/22 - Q2	1,123,912	0.63	777	2.9	6/20/2026
	FY 21/22 - Q3	1,123,912	0.63	876	2.6	12/24/2025
	FY 21/22 - Q4	1,077,912	0.62	876	2.5	1/3/2026
	FY 22/23 - Q1	1,077,912	0.62	822	2.6	3/26/2026
	FY 22/23 - Q2	1,077,912	0.62	805	2.7	4/21/2026
	FY 22/23 - Q3	1,077,912	0.62	918	2.4	11/29/2025
Phase 2B and 2C	FY 22/23 - Q4	1,185,763	0.58	918	2.2	9/12/2025
	FY 23/24 - Q1	989,475	0.61	886	2.2	12/15/2025
	FY 23/24 - Q2	890,628	0.61	899	2.0	12/17/2025
	FY 23/24 - Q3	783,997	0.61	891	1.8	12/30/2025
	FY 23/24 - Q4	763,242	0.60	866	1.7	3/27/2026
Phase 3A	FY 22/23 - Q4	1,085,837	0.58	918	2.2	11/14/2027
	FY 23/24 - Q1	1,392,241	0.61	886	3.1	10/28/2028
	FY 23/24 - Q2	1,251,471	0.61	899	2.7	9/10/2028
	FY 23/24 - Q3	1,251,471	0.61	891	2.8	10/4/2028
	FY 23/24 - Q4	1,251,725	0.60	866	2.8	1/20/2029
Total Remaining	FY 21/22 - Q2	8,715,762	0.63	777	19.3	3/27/2041
	FY 21/22 - Q3	8,612,833	0.63	876	17.2	6/17/2039
	FY 21/22 - Q4	8,486,015	0.62	876	16.8	4/7/2039
	FY 22/23 - Q1	8,383,753	0.62	822	17.5	4/5/2040
	FY 22/23 - Q2	8,285,025	0.62	805	17.7	8/22/2040
	FY 22/23 - Q3	8,175,482	0.62	918	15.6	11/7/2038
	FY 22/23 - Q4	8,106,682	0.58	918	14.5	12/16/2037
	FY 23/24 - Q1	7,502,009	0.61	886	14.7	6/26/2038
	FY 23/24 - Q2	7,402,616	0.61	899	14.4	5/18/2038
	FY 23/24 - Q3	7,296,531	0.61	891	14.4	8/4/2038
	FY 23/24 - Q4	7,211,103	0.6	866	14.5	12/10/2038

MERCED COUNTY - BILLY WRIGHT LANDFILL
Thru Phase 2C - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

CURRENT DATA			
Current Aerial Date	April 29, 2024	Airspace Consumed¹	455,850 CY
Latest Tonnage Data	June 30, 2024	Tons Disposed²	275,655 Tons
		Calculated AUF³	0.60 Tons/CY
		Average Daily Tons⁴	866 Tons
		Operating Days⁵	304 Days
		Assumed Tonnage Growth Rate	2 %
		Net Remaining Fill Capacity⁶	840,786 CY

DATE RANGE		SOLID WASTE ⁷ (TONS)	AIRSPACE CONSUMPTION ⁸ (CY)	CUMULATIVE VOLUME (CY)	REMAINING CAPACITY (CY)
04/29/24	06/30/24	46,892	77,544	77,544	763,242
07/01/24	06/30/25	263,303	435,423	512,968	327,818
07/01/25	03/27/26	198,234	327,818	840,786	0
Years 1.74					

Notes:

- 1) Airspace consumed was calculated from April 24, 2023 to April 29, 2024.
- 2) Tonnage received from Merced County RWA. Tons disposed from April 24, 2023 to April 29, 2024 to calculate AUF.
- 3) AUF (airspace utilization factor) = Tons Disposed / Airspace Consumed = 275,655 tons / 455,850 CY = 0.60 tons/CY. Airspace consumed and tonnage from 04/24/2023 - 04/29/2024. Data provided by MCRWA.
- 4) Estimated daily tonnage using tonnage between July 01, 2023 through June 30, 2024 and 304 operating days.
- 5) Operating Days provided by MCRWA.
- 6) Fill capacity was calculated in CAD comparing proposed Phase 2B/2C fill grades to current topography (923,198 CY) minus final cover (82,412 CY).
- 7) Solid Waste = Average Daily Tons x Operating Days -or- Solid Waste = Airspace x AUF
- 8) Airspace Consumption = (Solid Waste / AUF)

MERCED COUNTY - BILLY WRIGHT LANDFILL
Phase 3A - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

CURRENT DATA			
Current Aerial Date	April 29, 2024	Calculated AUF²	0.60 Tons/CY
		Average Daily Tons³	866 Tons
		Operating Days⁴	304 Days
		Assumed Tonnage Growth Rate	2 %
		Net Fill Capacity⁵	1,251,725 CY

DATE RANGE ¹		SOLID WASTE ⁶ (TONS)	AIRSPACE CONSUMPTION ⁷ (CY)	CUMULATIVE VOLUME (CY)	REMAINING CAPACITY (CY)
03/27/26	03/26/27	263,303	435,423	435,423	816,302
03/27/27	03/26/28	268,569	444,132	879,555	372,170
03/27/28	01/20/29	225,053	372,170	1,251,725	0
Years		2.82			

Notes:

- 1) Start date begins after Phase 2C is filled to 20 feet below final grade.
- 2) AUF (airspace utilization factor) = Tons Disposed / Airspace Consumed = 275,655 tons / 455,850 CY = 0.60 tons/CY. Airspace consumed and tonnage from 04/24/2023 - 04/29/2024. Data provided by MCRWA.
- 3) Estimated daily tonnage using tonnage between July 01, 2023 through June 30, 2024 and 304 operating days.
- 4) Operating Days provided by MCRWA.
- 5) Fill capacity was calculated in CAD comparing proposed Phase 3A fill grades to current topography spliced with Phase 3A excavation (1,267,096 CY) minus final cover (15,371 CY).
- 6) Solid Waste = Average Daily Tons x Operating Days -or- Solid Waste = Airspace x AUF
- 7) Airspace Consumption = (Solid Waste / AUF)

MERCED COUNTY - BILLY WRIGHT LANDFILL
Phase 3B - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

CURRENT DATA			
Current Aerial Date	April 29, 2024	Calculated AUF²	0.60 Tons/CY
		Average Daily Tons³	866 Tons
		Operating Days⁴	304 Days
		Assumed Tonnage Growth Rate	2 %
		Net Fill Capacity⁵	1,251,289 CY

DATE RANGE ¹		SOLID WASTE ⁶ (TONS)	AIRSPACE CONSUMPTION ⁷ (CY)	CUMULATIVE VOLUME (CY)	REMAINING CAPACITY (CY)
01/20/29	01/19/30	268,569	444,132	444,132	807,158
01/20/30	01/19/31	273,941	453,015	897,146	354,143
01/20/31	10/26/31	214,153	354,143	1,251,289	0
Years		2.76			

Notes:

- 1) Start date begins after Phase 3A is filled to maximum grade.
- 2) AUF (airspace utilization factor) = Tons Disposed / Airspace Consumed = 275,655 tons / 455,850 CY = 0.60 tons/CY. Airspace consumed and tonnage from 04/24/2023 - 04/29/2024. Data provided by MCRWA.
- 3) Estimated daily tonnage using tonnage between July 01, 2023 through June 30, 2024 and 362 operating days.
- 4) Operating Days provided by MCRWA.
- 5) Fill capacity was calculated in CAD comparing proposed Phase 3A fill grades to current topography spliced with Phase 2B/2C Fill and Phase 3 excavation (1,270,219 CY) minus final cover (18,930 CY).
- 6) Solid Waste = Average Daily Tons x Operating Days -or- Solid Waste = Airspace x AUF
- 7) Airspace Consumption = (Solid Waste / AUF)

MERCED COUNTY - BILLY WRIGHT LANDFILL
Total Remaining Capacity - Diminishing Capacity

Calculated By: KA
Revised: 07-18-2024

CURRENT DATA			
Current Aerial Date	April 29, 2024	Airspace Consumed¹	455,850 CY
Latest Tonnage Data	June 30, 2024	Tons Disposed²	275,655 Tons
		Calculated AUF³	0.60 Tons/CY
		Average Daily Tons⁴	866 Tons
		Operating Days⁵	304 Days
		Assumed Tonnage Growth Rate	2 %
		Net Remaining Fill Capacity⁶	7,288,647 CY

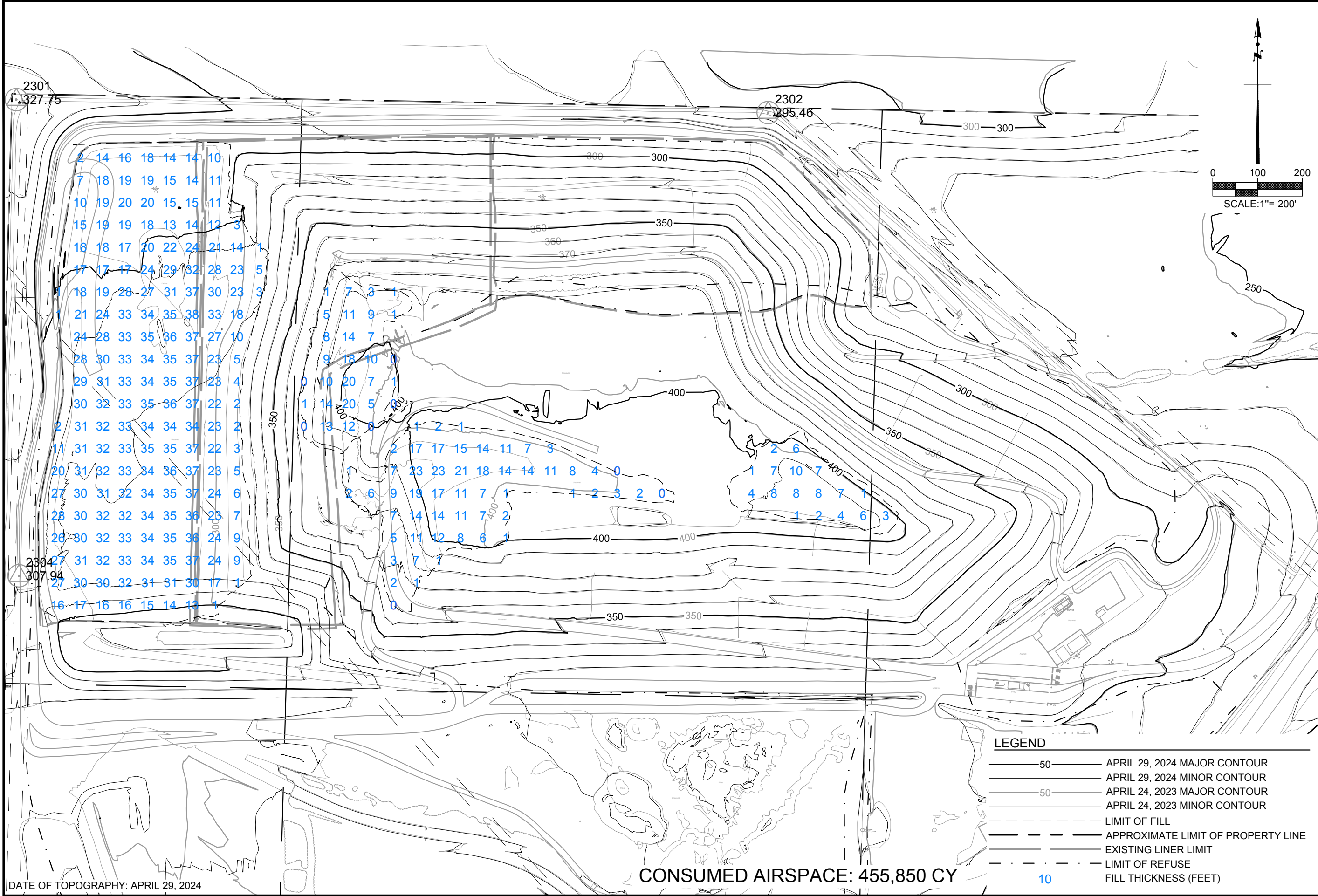
YEAR	DATE RANGE		SOLID WASTE ⁷ (TONS)	AIRSPACE CONSUMPTION ⁸ (CY)	CUMULATIVE VOLUME (CY)	REMAINING CAPACITY (CY)
	04/29/24	06/30/24	46,892	77,544	77,544	7,211,103
1	07/01/24	06/30/25	263,303	435,423	512,968	6,775,680
2	07/01/25	06/30/26	268,569	444,132	957,100	6,331,548
3	07/01/26	06/30/27	273,941	453,015	1,410,114	5,878,533
4	07/01/27	06/30/28	279,420	462,075	1,872,189	5,416,458
5	07/01/28	06/30/29	285,008	471,316	2,343,505	4,945,142
6	07/01/29	06/30/30	290,708	480,743	2,824,248	4,464,399
7	07/01/30	06/30/31	296,522	490,357	3,314,605	3,974,042
8	07/01/31	06/30/32	302,453	500,165	3,814,770	3,473,877
9	07/01/32	06/30/33	308,502	510,168	4,324,938	2,963,709
10	07/01/33	06/30/34	314,672	520,371	4,845,309	2,443,338
11	07/01/34	06/30/35	320,965	530,779	5,376,088	1,912,559
12	07/01/35	06/30/36	327,385	541,394	5,917,482	1,371,165
13	07/01/36	06/30/37	333,932	552,222	6,469,705	818,943
14	07/01/37	06/30/38	340,611	563,267	7,032,971	255,676
15	07/01/38	12/10/38	154,609	255,676	7,288,647	0

Estimated Years 14.5

Notes:

- 1) Airspace consumed was calculated from April 24, 2023 to April 29, 2024.
- 2) Tonnage received from Merced County RWA. Tons disposed from April 24, 2023 to April 29, 2024 to calculate AUF.
- 3) AUF (airspace utilization factor) = Tons Disposed / Airspace Consumed = 275,655 tons / 455,850 CY = 0.60 tons/CY. Airspace consumed and tonnage from 04/24/2023 - 04/29/2024. Data provided by MCRWA.
- 4) Estimated daily tonnage using tonnage between July 01, 2023 through June 30, 2024 and 304 operating days.
- 5) Operating Days provided by MCRWA.
- 6) Net remaining capacity was calculated in CAD comparing proposed final grades to current topography spliced with remaining excavation (7,789,800 CY) minus final cover (501,153 CY).
- 7) Solid Waste = Average Daily Tons x Operating Days -or- Solid Waste = Airspace x AUF
- 8) Airspace Consumption = (Solid Waste / AUF)

P:\Merced County\Billy Wright\Volume\trc Analysis\CAD\SheetFiles\Figures\2024\C-801 Consumed Airspace.dwg 6/27/2024 10:38 AM



TETRA TECH
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

Tt

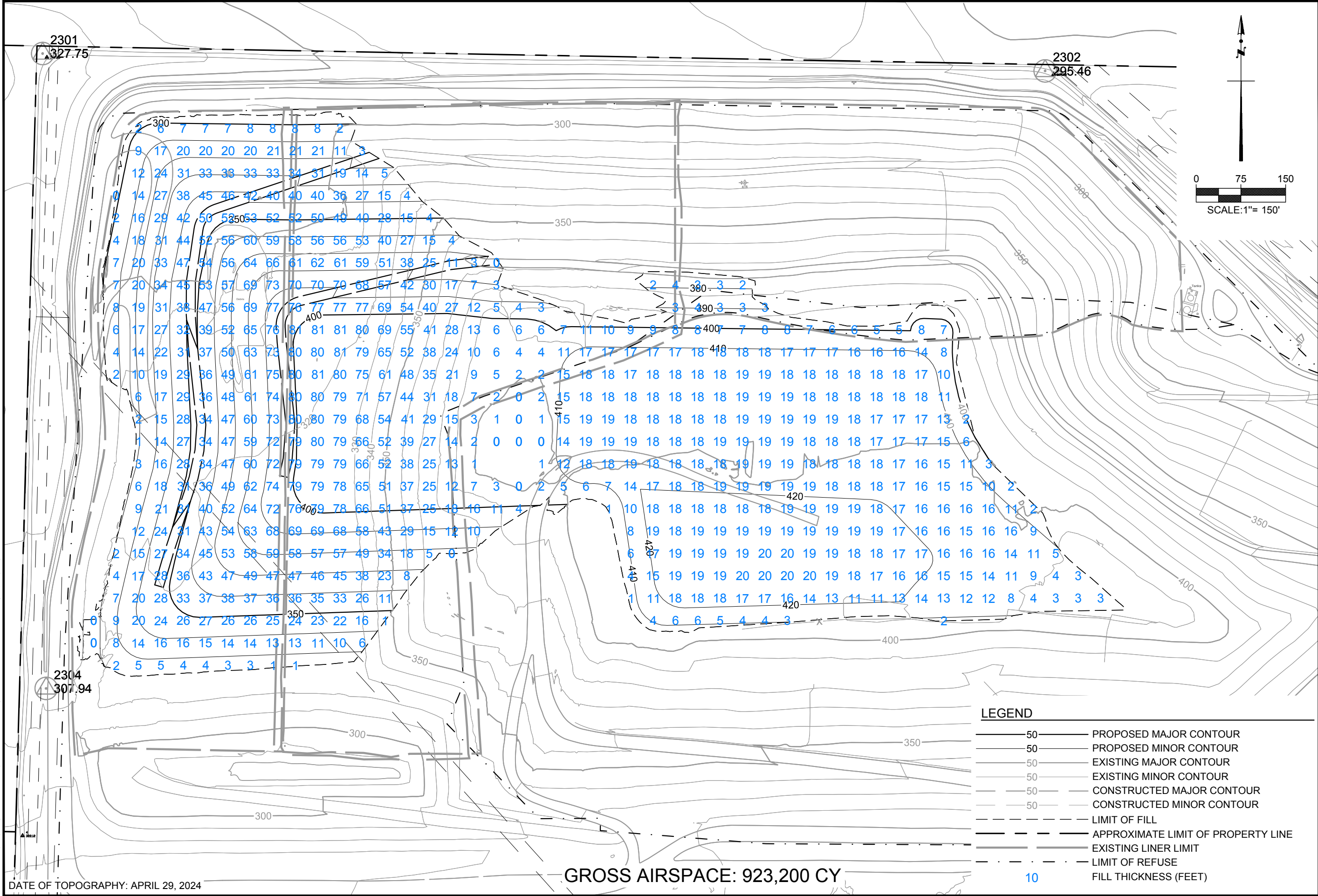
MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY	
DRAWN BY: K.A.	DATE: 06-2024
CHECKED BY: V.H.Y.	PROJ. NO.: 2016-0185
APPROVED BY: V.H.Y.	

BILLY WRIGHT LANDFILL

CONSUMED AIRSPACE
APRIL 24, 2023 TO APRIL 29, 2024

FIGURE 1

P:\Merced County\Billy Wright\Volume\Analysis\CAD\SheetFiles\Figures\2024\C-802 Phase 2 Remaining Capacity.dwg 6/27/2024 10:38 AM



TETRA TECH
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

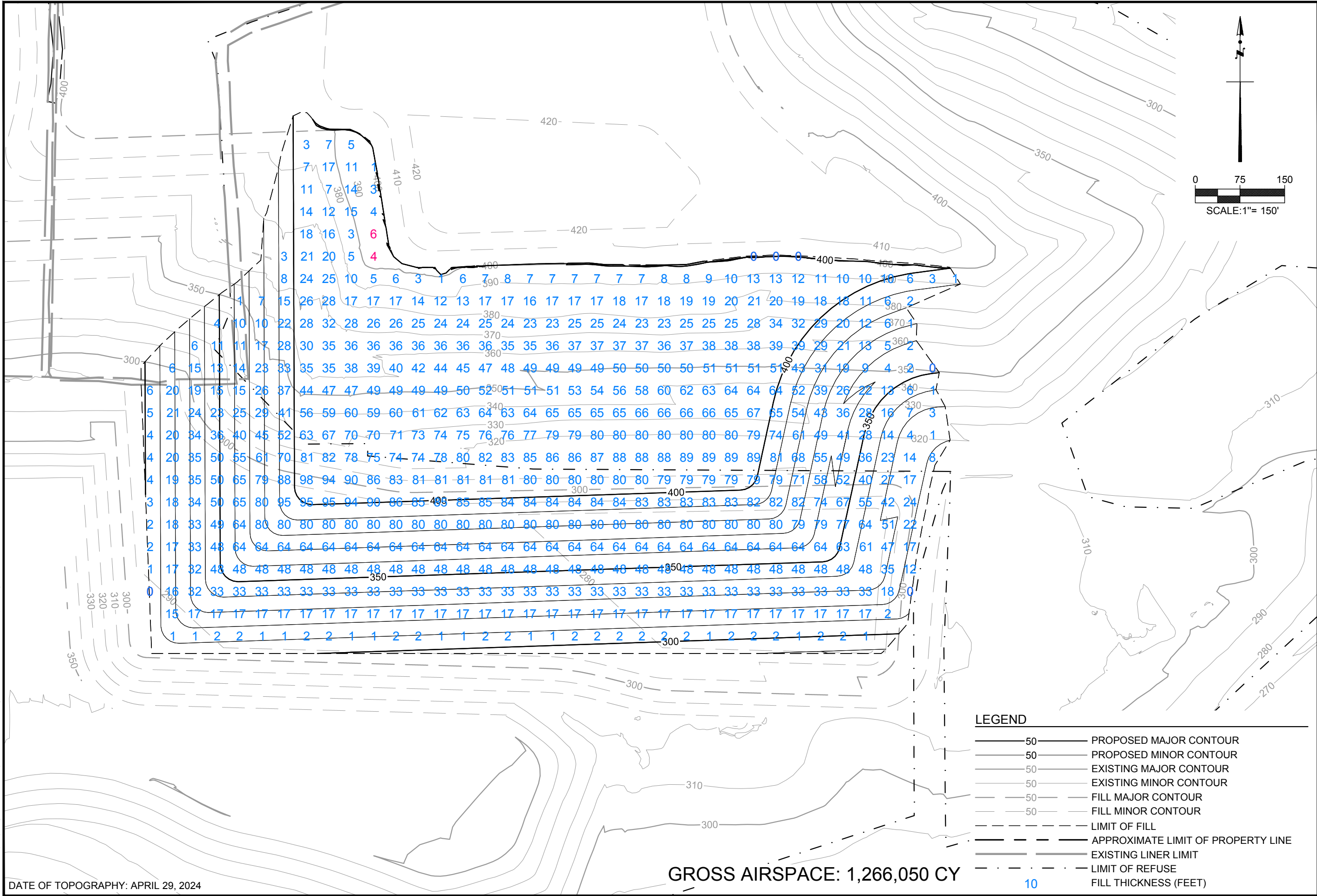
MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY	
DRAWN BY: K.A.	DATE: 06-2024
CHECKED BY: V.H.Y.	PROJ. NO.: 2016-0185
APPROVED BY: V.H.Y.	

BILLY WRIGHT LANDFILL

PHASE 2C REMAINING CAPACITY

FIGURE 2

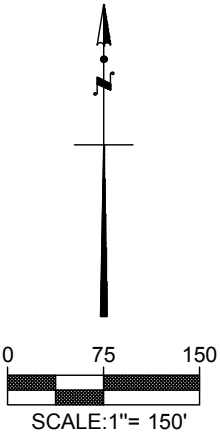
P:\Merced County\Billy Wright\Volumeetric Analysis\CAD\SheetFiles\Figures\2024\C-803 Phase 3A Airspace.dwg 6/27/2024 10:38 AM



P:\Merced County\Billy Wright\Volumetric Analysis\CAD\SheetFiles\Figures\2024\C-804 Phase 3B Airspace.dwg 6/27/2024 10:38 AM

DATE OF TOPOGRAPHY: APRIL 29, 2024

GROSS AIRSPACE: 1,067,143 CY



LEGEND

- 50 PROPOSED MAJOR CONTOUR
- 50 PROPOSED MINOR CONTOUR
- 50 EXISTING MAJOR CONTOUR
- 50 EXISTING MINOR CONTOUR
- 50 FILL MAJOR CONTOUR
- 50 FILL MINOR CONTOUR
- - - - - LIMIT OF FILL
- - - - - APPROXIMATE LIMIT OF PROPERTY LINE
- - - - - EXISTING LINER LIMIT
- - - - - LIMIT OF REFUSE
- 10 FILL THICKNESS (FEET)

BILLY WRIGHT LANDFILL

MERCED COUNTY REGIONAL WASTE
MANAGEMENT AUTHORITY

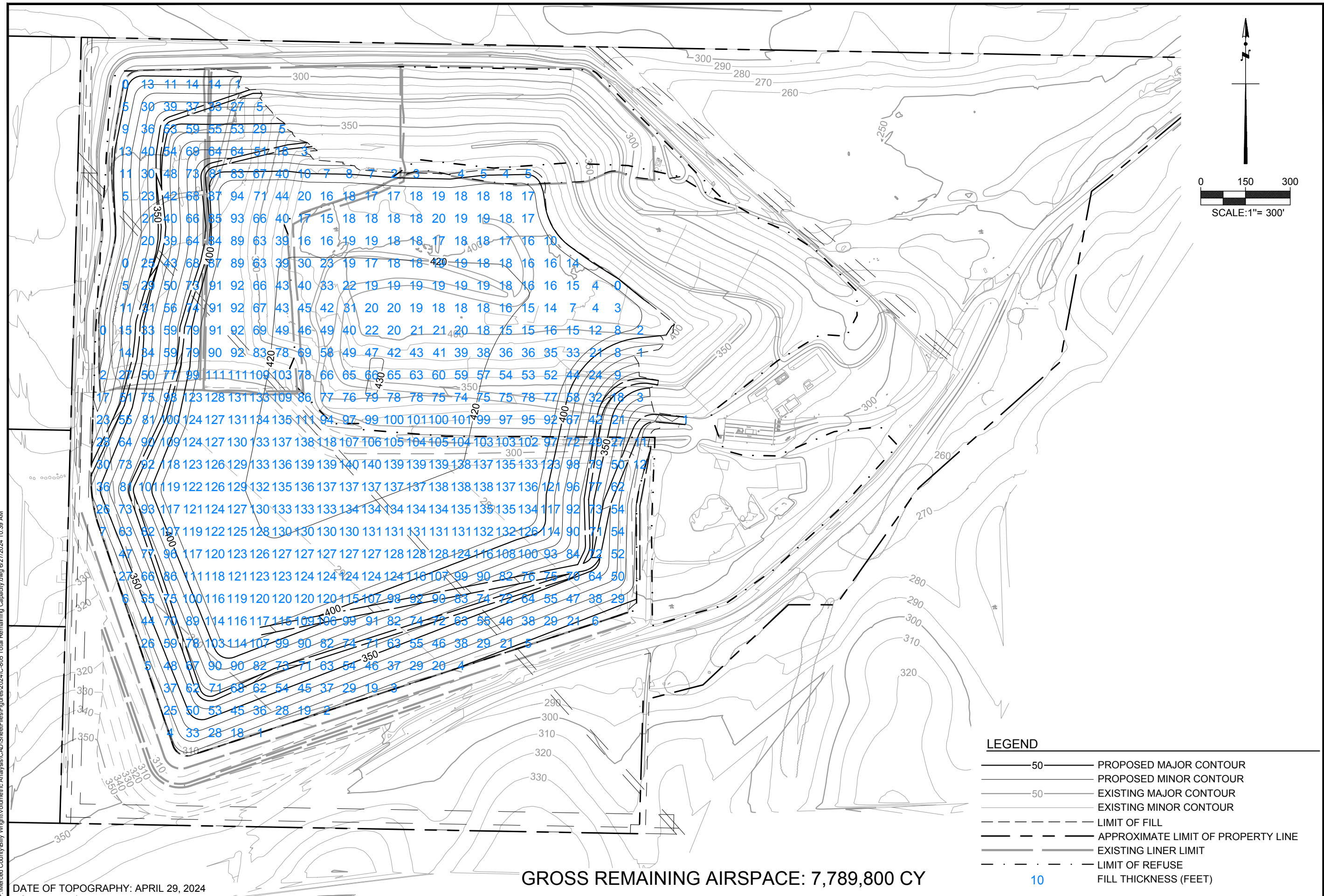
PHASE 3B AIRSPACE

DRAWN BY :	A.T.	DATE:	06-2024
CHECKED BY :	V.H.Y.	PROJ. NO.:	2016-0185
APPROVED BY :	V.H.Y.		



TETRA TECH
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
TEL 909.860.7777 FAX 909.860.8017

FIGURE 4



ITEM 5cii

DATE: August 15, 2024

TO: Governing Board

FROM: Elizabeth Fernandez, Procurement Specialist I

RE: Information – Quarterly Report on Merced County Regional Waste Management Authority (RWA) Board approved contracts

SUMMARY

Enclosed for your review and information is the RWA list of Governing Board approved contracts and their status. The list is as of June 30, 2024, and all contracts are open.

REQUESTED ACTION

For information only.

BACKGROUND

In April 2019, staff introduced the concept of this reporting tool to improve transparency with contract management, and to provide the board with progress updates from the first step of board-approval to final step of contract closeout. Staff provided the most recent update in February of 2024.

NEXT STEPS

These updates are provided on a quarterly basis.

FISCAL IMPACT

None.

STAFF CONTACT

Elizabeth Fernandez, Procurement Specialist I, at: efernandez@mcrwma.org or (209) 723-4481 x224.

ATTACHMENT

RWA GB Approved Contracts Status as of 6.30.2024

MCRWMA Governing Board Approved Contracts Status as of 06.30.2024					
VENDOR AND SERVICE	STATUS	START DATE	END DATE	CONTRACT TOTAL	REMAINING BALANCE
American Elite Electric - Billy Wright Landfill LCRS Power System	Open	11/1/2023	6/30/2024	\$152,671.24	\$1,265
Clean Harbors Environmental Services - Household Hazardous Waste Management Services	Open	3/1/2020	2/28/2025	\$500,000	\$57,009
Hunt & Sons, Inc (W.H. Breshears) - Delivery of Gasoline and Diesel	Open	9/1/2020	8/31/2024	\$2,328,914***	
RDO Integrated Controls - GPS Equipment and Support Services	Open	9/1/2022	8/31/2024	\$231,222	\$20,501
Routeware, Inc. - Waste Management Applications	Open	9/28/2020	9/27/2024	\$46,250.33	\$0
Adopt A Highway Maintenance Corporation - Litter Collection Services	Open	1/1/2024	12/31/2024	\$46,249	\$23,125
Crestwood Associates L.L.C - Accounting Software	Open	3/2/2022	3/2/2025	\$102,938	\$7,871
JaniTek Cleaning Solutions - Janitorial Services	Open	4/1/2022	3/31/2025	\$88,920	\$22,230
MSW Consultants, Inc - SB 1383 Software Reporting Program	Open	5/1/2022	4/30/2025	\$175,500	\$58,500
Ascent Environmental, Inc - On-Call CEQA Consulting Services	Open	8/1/2022	7/31/2025	\$12,184*	
Helix Environmental Planning, Inc - On-Call CEQA Consulting Services	Open	8/1/2022	7/31/2025	\$1,311*	
Aramark Uniform Services - Uniform Rental and Laundry Services	Open	11/9/2022	10/31/2025	\$103,834	\$78,220
Geo-Logic Associates - On-Call Master Agreement for Landfill Engineering Services	Open	12/12/2022	1/31/2026	\$105,938	\$69,759
EBA Engineering - On-Call Master Agreement for Landfill Engineering Services	Open	12/12/2022	1/31/2026	\$781,005	\$214,937
SCS Engineers - On-Call Master Agreement for Landfill Engineering Services	Open	12/12/2022	1/31/2026	\$411,450.00	\$36,594
SWT Engineering, Inc. - On-Call Master Agreement for Landfill Engineering Services	Open	12/12/2022	1/31/2026	\$251,129.00	\$162,985
Tetra Tech BAS, Inc. - On-Call Master Agreement for Landfill Engineering Services	Open	12/12/2022	1/31/2026	\$3,587,981.53	\$1,610,130
Cedar Avenue Recycling and Transfer Station - Recyclable Materials Transport and Processing Services	Open	7/1/2021	6/30/2026	\$1,554,401***	
Agromin - Development and Operation of the Highway 59 Organic Waste Transfer/Processing Facility	Open	7/1/2023	6/30/2033	-	
Remy, Moose, Manley LLC - Legal Consulting Services Environmental Impact Review	Open	12/21/2017	**	\$75,000	\$24,472
TBS Contractors - Highway 59 Landfill Facility Improvements	Open	9/1/2023	**	\$8,938,691	\$7,746,494

* On Call Services based on MCRWMA budget - Total paid to date

** Open until all services are rendered/budget is expended

*** Commodity - Total paid to date



Regular MCAG Governing Board Transit Joint Powers Authority Board Regional Waste Management Authority Board

REGULAR MEETING MINUTES Thursday, July 18, 2024

DIRECTORS PRESENT

Director Samra for Director Moran
Director Daron McDaniel
Director April Hogue
Director Pat Nagy
Director Josh Pedrozo
Director Lloyd Pareira
Director Scott Silveira, Vice Chair
Director Matthew Serratto*
Director Paul Llanez, Chair
Director Rodrigo Espinosa
Michael Vang, Multimedia Specialist

DIRECTORS ABSENT

Director Mike Nelson

GUESTS AND MEMBERS OF THE PUBLIC

Gregoria Ponce, Caltrans District 10
Dalia Costa, Merced County**
Tom Dumas, Caltrans District 10**

MCAG STAFF PRESENT

Stacie Guzman, Executive Director
Nav Bagri, Deputy Executive Director
Elizabeth Forte, Director of Planning and Programming
Emily Haden, Legal Counsel
James Moore, Regional Waste Authority Director
Myrissa Bravo, Multimedia Specialist
Stephanie Jackson, Executive Assistant
Mary-Michal Rawling, Public Affairs Manager
Mari Bautista, Assistant Transit Manager
Serenity Anderson, Transit Director

Maria Ceja, Administrative Assistant I
Lindsey Yang, Planning Technician
Elizabeth Fernandez, RWA Procurement and Contracts
Alexandra Arroyo, Procurement Specialist**
Kristina Hernandez, HR & Risk Management Manager**
Erica Vargas, Grant Specialist I**
Magdalena Gartonzavesky, HR Assistant
Shunyi Hu, Assistant Planner

**Attended virtually

*Arrived after roll call

REGULAR MEETING

The regular meeting of the Merced County Association of Governments Governing Board was held on Thursday, July 18, 2024, at the Merced County Administration Building, 2222 M Street, Merced, CA and was called to order by Chair Llanez at 3:02 p.m.

1. Call to order

- a. Roll call
- b. Invocation
- c. Pledge of allegiance

Chair Llanez called the meeting to order and asked that roll call be taken. Maria Ceja led the roll call and stated that a quorum was present. Director Pereira led the Invocation. Director Pedrozo led the Pledge of Allegiance.

2. Approval of Agenda

Director Silveira moved to approve the MCAG Governing Board meeting agenda for Thursday, July 18, 2024

Seconded by Director Pedrozo.

AYES – Directors Espinosa, Hogue, McDaniel, Samra, Nagy, Pareira, Silveira, Llanez, Pedrozo

NOES – None

MOTION CARRIED UNANIMOUSLY.

3. Public Comment

None.

4. Reports and Presentations

- a. Citizens Advisory Committee report

No report.

- b. Caltrans Report

Gregoria Ponce presented the Caltrans Report and discussed the following topics:

- A funding opportunity of \$1.3 billion is available for charging and fueling infrastructure, with applications due by August 28, 2024.
- Statewide planning grants totaling \$51 million were awarded, with YARTS securing \$368,000 in collaboration with Calstart to investigate zero-emission possibilities.

Director Espinosa requested an update on the crossing in Planada between Highway 140 and Sutter Street.

c. Recognition of Service – Director Joshua Pedrozo

At this time, Chair Llanez presented a plaque in recognition to Director Pedrozo for his service as Chairman of the MCAG Governing Board – July 2023 to June 2024.

5. **Information Items:**

a. **Merced County Association of Governments**

- i. Planning and Measure V Monthly Update
- ii. Governing Board attendance roster
- iii. Calendar of meetings, conferences, and events
- iv. City-County Dinner Host Rotation Schedule
- v. June 2024 Board Summary
- vi. Politico Group June Advocacy Report & State Legislative Budget, and Administrative Update

b. **Transit Joint Powers Authority for Merced County**

- i. TJPA monthly update

c. **Merced County Regional Waste Management Authority**

- i. Merced County Regional Waste Management Authority monthly update

So noted.

6. **Consent calendar:**

a. **Merced County Association of Governments**

- i. Approve the minutes of the June 20, 2024 MCAG Governing Board, Transit Joint Powers Authority Board, and the Regional Waste Management Authority Board meeting
- ii. Measure V Regional Project Funding Agreement with the County of Merced for the Hunt Road Rehabilitation Project
- iii. Measure V Regional Project Funding Agreement with the County of Merced for the SR 152 Pacheco Boulevard Regional Bike Path Project
- iv. Measure V Regional Project Funding Agreement with the County of Merced for the Palm Avenue Rehabilitation Project
- v. Adopt 2023 Federal Transportation Improvement Program (FTIP) Amendment 17 via resolution 2024/7-18-01
- vi. Reject Personal Injury Claim of Denise Escalante
- vii. Local Clearinghouse Review (LCR) Self-Help Enterprises Housing Preservation Grant Application

- viii. Authorize the Executive Director to enter into a contract to develop a Regional Growth Forecast in an amount not to exceed \$45,000 with Population Reference Bureau (PRB)
- ix. Authorize Executive Director to negotiate and execute a contract renewal with San Joaquin COG for TDM services with a total not-to exceed amount of \$320,000 for July 1, 2024–June 30, 2026
- b. **Transit Joint Powers Authority for Merced County**
 - i. Approve delegation of authority to the Executive Director to sign Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) Agreement via Resolution 2024/7-18-02
- c. **Merced County Regional Waste Management Authority**
None.

Director Silveira moved to approve the consent calendar
Seconded by Director Espinosa.

AYES – Directors Espinosa, Hogue, Serratto, McDaniel, Samra, Nagy, Pareira, Silveira, Llanez, Pedrozo

NOES – None

MOTION CARRIED UNANIMOUSLY.

MERCED COUNTY ASSOCIATION OF GOVERNMENTS

7. Action Items:

- a. Authorize the Executive Director to enter into a contract to develop a Transportation Network Vulnerability Assessment in the amount of \$296,599 with WSP USA Inc.

Elizabeth Forte outlined the request to authorize the Executive Director to enter into a contract to develop a Transportation Network Vulnerability Assessment in the amount of \$296,599 with WSP USA Inc. The Merced County Association of Governments is seeking a collaboration with WSP USA Inc. to produce this assessment. They have been awarded a grant from Caltrans totaling \$280,640 for this purpose, which aims to pinpoint climate threats to transportation infrastructure such as flooding, erosion, wildfires, and severe heat. Additionally, the assessment will feature a cost-benefit analysis for specific projects. The data collected will assist local governments in applying for funding opportunities like the State Local Transportation Climate Adaptation Program. Following the review of four proposals, the consultant evaluation team recommends WSP USA Inc. as the preferred option for funding at \$296,599.

Director Samra moved to authorize the Executive Director to enter into a contract to develop a Transportation Network Vulnerability Assessment in the amount of \$296,599 with WSP USA Inc.

Seconded by Director Pedrozo

AYES – Espinosa, Hogue, Serratto, McDaniel, Samra, Nagy, Pareira, Silveira, Llanez, Pedrozo

NOES – None

MOTION CARRIED UNANIMOUSLY.

- b. Adopt Interim Criteria for Approving Bicycle and Pedestrian Claims per Article 3 of the California Transportation Development Act and Consider a Funding Allocation for the University of California, Merced Campus Connection Project

Elizabeth Forte presented creation of criteria for choosing projects that will receive funds under Article 3 TDA. She also suggested that funds be set aside for the UC Merced Campus Connection project. The Merced County Association of Governments is tasked with managing the execution of the Transportation Development Act. The MCAG Governing Board has agreed to dedicate a part of the Local Transportation funds to projects for bicycles and pedestrians, as allowed by the Transportation Development Act. At present, the fund contains about \$233,000, with an anticipated total reaching around \$440,000 by the fiscal year 2024/25. This forecast is based on projected sales tax income, and the actual total could differ based on the actual income. UC Merced has applied for \$600,000 in funding from Measure V to provide the local contribution for a federal grant for the Campus Connection Bellevue Road project, which involves the creation of a dedicated path for bicycles and pedestrians along Bellevue Road.

Scott McBride voiced his appreciation to all Board Members for taking this item into consideration.

Director Silveira moved to adopt the interim project selection criteria for Article 3 TDA funds as recommended by staff.

Seconded by Director Pedrozo

AYES – Espinosa, Hogue, Serratto, McDaniel, Samra, Nagy, Pareira, Silveira, Llanez, Pedrozo

NOES – None

MOTION CARRIED UNANIMOUSLY.

A discussion ensued about the utilization of funds for the proposed project.

Director Pedrozo moved to allocate \$233,000 of the Local Transportation funds set aside for bicycle and pedestrian projects, as allowed by the Transportation Development Act, to the UC Merced Campus Connection project.

Seconded by Director McDaniel.

AYES – Espinosa, Hogue, Serratto, McDaniel, Samra, Pareira, Silveira, Llanez, Pedrozo

NOES – Nagy

MOTION CARRIED UNANIMOUSLY.

Director Pareira motioned to amend the amount of the motion above to \$300,000..

Seconded by Director Espinosa.

AYES – Espinosa, Hogue, Serratto, McDaniel, Samra, Pareira, Silveira, Llanez, Nagy

NOES – Pedrozo

MOTION CARRIED UNANIMOUSLY.

Note that the vote on the amendment occurred prior to the vote on the motion to allocate the funds.

c. Formation of a Regional Rail Planning Committee

Stacie Guzman and staff at Merced County Association of Governments suggest the formation of a Regional Planning Committee with members from various organizations such as Merced County Association of Governments, The Bus, YARTS, and other agencies involved in regional rail services. The aim of this committee is to facilitate coordination among staff to ensure that planning activities related to future regional rail services are collaborative. Currently, there are three major passenger rail projects in the planning phase for the Merced region including the ACE extension realignment of the Amtrak San Joaquins and the California High-Speed Rail extension. The proposed committee will meet every other month to develop a comprehensive master document outlining the various components of the multi-modal scope and aligning project delivery timelines.

Director Silveira moved to approve the formation of a Regional Rail Planning Committee consisting of Directors Pedrozo, Samra, Nelson and Serratto.

Seconded by Director Pedrozo

AYES – Espinosa, Hogue, Serratto, McDaniel, Samra, Nagy, Pareira, Silveira, Llanez, Pedrozo

NOES – None

MOTION CARRIED UNANIMOUSLY.

d. Rethinking the Citizens Advisory Committee and Technical Review Board

Stacie Guzman addressed the dissolution of the Citizens Advisory Committee (CAC) and the subsequent adoption of a unified agenda framework for both the Technical Review Board (TRB) and the CAC. The Merced County Association of Government (MCAG) staff recommends the dissolution of the CAC and the establishment of a new citizen engagement program. This program will be tailored to meet the unique needs of each Joint Powers Authority (JPA), thereby enhancing the effectiveness and specificity of citizen participation. Additionally, the staff proposes a novel approach to the organization of agendas for both the TRB and the Governing Board. This new model would facilitate the TRB members' review and discussion of the agenda items, which would then be considered at the Governing Board meetings. Consequently, the TRB will transition from directly acting on these items to offering comments on issues, which the MCAG staff will subsequently present to the Governing Board for further deliberation.

The Board expressed support for staff's recommendation and working the existing active CAC members in the development of a new citizen engagement program.

Director Silveira moved to dissolve the Citizens Advisory Committee and replace it with a new citizen engagement program and move to a single monthly agenda that would be reviewed by the Technical Review Board.

Seconded by Director Pedrozo

AYES – Espinosa, Hogue, Serratto, McDaniel, Samra, Nagy, Pareira, Silveira, Llanez, Pedrozo

NOES – None

MOTION CARRIED UNANIMOUSLY.

8. Discussion Items:

a. 2025 San Joaquin Valley Policy Conference Planning

Stacie Guzman announced that the Merced County Association of Governments will be organizing the 2025 San Joaquin Valley Policy Conference in the upcoming spring. The conference agenda will encompass a variety of topics, including the exploration of potential dates, venues, and formats for the forthcoming event. The conference is scheduled to span three days, beginning with an evening reception the day prior to the official commencement. The first day is anticipated to be filled with conference activities, culminating in dinner. The final day will feature additional activities leading up to the Blueprint Awards luncheon. The two primary decisions that require immediate attention are the selection of the conference date and the booking of the necessary venue. Ms. Guzman discussed potential venues under consideration including Mission de Oro, UC Merced's conference room, and the Multi-Modal Merced Option, which would utilize key locations along Main Street.

Board members expressed concern about a Monday-Wednesday time due to conflicts with Boards of Supervisors meetings on Tuesdays and Council meetings on Mondays and Tuesdays. There was also support voiced for using both UC Merced and Merced Theatre facilities.

b. Draft 2025 Federal Transportation Improvement Program, Draft 2022 Regional Transportation Plan Amendment 2, and Corresponding Air Quality Conformity Analysis

Elizabeth Forte gave a brief discussion on the Draft 2025 Federal Transportation Improvement Program which includes funding transportation projects totaling more than \$442 million for the next four years. Along with the new Federal Transportation Improvement Program, a 2022 Regional Transportation Plan Amendment has been suggested and an air quality conformity analysis has been conducted to show that the projects outlined will assist the region in meeting federal air quality standards. These draft documents are now available for public review from July 3, 2024 through August 2, 2024 and an in-person public hearing will take place on July 18, 2024 at the MCAG Governing Board meeting.

No questions or discussion.

c. Public Hearing on Draft 2025 Federal Transportation Improvement Program, Draft 2022 Regional Transportation Plan Amendment 2, and Air Quality Conformity Analysis

The public hearing was open at 4:20pm.

No public comments received.

The public hearing was closed at 4:21pm.

d. Caltrans 2024 State Highway Operation and Protection Program

Elizabeth Forte provided an update regarding Caltrans, which has recently sanctioned its 2024 State Highway Operation and Protection Program (SHOPP). Within this program, a total of \$102,440,000 has been designated for a project on Interstate 5, while around \$159,000,000 is earmarked for eight additional projects in Merced County. She included pages from the 2024 SHOPP in the agenda for July.

No questions or discussion.

e. Update on GIS Services

Elizabeth Forte announced that the Merced County Association of Governments is currently collaborating with the Geographic Information Systems Division of Merced County to assume maintenance responsibilities. Both entities will work together with local agencies to assess the needs of the region and determine the most effective strategy for future developments.

Director Silveira expressed support for staff's approach with transitioning the service to the County. **TRANSIT JOINT POWERS AUTHORITY**

9. **Action Items:**

None.

10. **Discussion Items:**

None.

11. **Closed Session:**

- a. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Cal.Gov.94956.8)**
Property: 802 Beechcraft Ave including approximately 1.40 acres of property bordered by Wardrobe Ave in Merced, Ca
Negotiators: Stacie Guzman, Executive Director and Nav Bagri, Deputy Executive Director
Negotiating Parties: Tinetti Realty Group (TRG)
Under Negotiation: To request authority to negotiate proposed acquisition of facility and value

Emily Haden stated members voted unanimously for the Executive Director and Chief Executive Officer to negotiate with Tinetti Realty Group.

MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY

12. Action Items:

None.

13. Discussion Items:

None.

OTHER REPORTS

14. Executive Directors Report

Stacie Guzman requested that Board Members keep the staff of the Merced County Association in their thoughts and prayers, as many employees are experiencing a loss in their family.

15. Directors' Reports

None.

16. Adjournment

There being no further business of the MCAG Governing Board, Chair Llanez adjourned the meeting at 4:52 p.m.

_____/s/_____
DRAFT

ITEM 6a ii

DATE: August 2, 2024

TO: Governing Board

FROM: Kristina Hernandez, Human Resources and Risk Management Manager

RE: Action - Reject Personal Injury Claim of Arthur Casady

SUMMARY

On July 26, 2024, MCAG received a claim describing an accident that led to personal injury of the claimant. It does not appear that this claim has any connection to MCAG or affiliate agencies. This claim was likely submitted to the Agency in error.

Based on the lack of connection to MCAG, it is recommended the Board reject the claim of Arthur Casady and direct staff to send the appropriate notice of rejection to the claimant.

REQUESTED ACTION

Reject the claim of Arthur Casady and direct staff to send the appropriate notice of rejection to claimant.

BACKGROUND

Pursuant to the Tort Claims Act set forth in the Government Code, the Board is required to act on a claim within 45 days of receipt. Notice of the Board's action will then be sent to the claimant. The time to act may be extended, however, by agreement of the claimant and the Board.

As all claims submitted to the Agency can be a potential lawsuit, it is requested that all staff and Board members refrain from making any statements about this claim, whether public or private in nature.

PAST ACTION TAKEN

None.

STAFF CONTACT

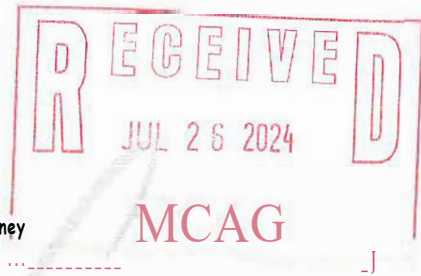
Kristina Hernandez, Human Resources and Risk Management Manager at kristina.hernandez@mcagov.org or 209-723-3153 x.139.

ATTACHMENTS

Claim submitted by Arthur Casady.

**Poulter
&
Co.**

Brian Poulter
Founder Trial Attorney
310.487.5501
brian@poulter.co
www.poulter.co



July 25, 2024

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

County of Madera Risk Management County of Madera Administrative Office Madera County Government Center 200 W. Fourth St., 4 th Floor Madera, California 93637	State of California Office of Risk and Insurance Management Government Claims Program 707 3 rd St., 1 st Floor West Sacramento, CA 95605	County of Merced Merced County Association - Governments 369 W 18 th St. Merced, CA 95340
City of Merced Government Claims - City of Merced's Clerk's Office 678 W. 18 th St. Merced, CA 95340	El Nido, CA Census-Designated Place in Merced County, CA C/O Merced County Association - Governments 369 W 18 th St. Merced, CA 95340	City of Chowchilla Government Claims - City Clerk's Office 130 S Second St. Chowchilla, CA 93610
Caltrans District 10 Claim Office P.O. Box 2048 Stockton, CA 95201	Caltrans District 6 Claim Office P.O. Box 12616 Fresno, CA 93778	City of Madera Government Claims - City Clerk's Office Madera City Hall 205 W 4 th Street Madera, CA 93637

Re: Arthur Casady Government Claim/or Damages

Beverly Hills, CA
8383 Wilshire Blvd., Ste. 822
Beverly Hills, CA 90211

Los Angeles, CA
145 S. Spring St., Ste. 850
Los Angeles, CA 90012

Torrance, CA
2916 W. 14th St.
Torrance, CA 90504

San Diego, CA
591 Camino De La Reina, Ste. 1020
San Diego, CA 92108

To Whom it May Concern:

Pursuant to the provisions of §§905 and 910, *et seq.*, of the California Government Code, demand is hereby made by ARTHUR CASADY against the above-referenced government entities, and DOES 1 to 20, inclusive, in an amount in excess of the minimum jurisdictional limits of the Superior Court of the State of California.

In support of this claim, the following information is submitted:

1. Claimant:

ARTHUR CASADY.

2. Address to Which Claimant Wishes Correspondence to be Mailed:

Brian Poulter of Poulter & Co. Trial Attorneys, Inc., located at 8117 Gonzaga Ave., Los Angeles, CA 90045; Telephone number: 310.487.5501; Email: brian@poulter.co; eservice@poulter.co.

3. Nature of Injuries:

Claimant suffered severe, permanent injuries to his lower extremities, upper extremities, internal organs, spine, and other associated injuries, which required multiple days in the hospital and emergency surgeries. Claimant has sustained expenses for the services of hospitals, physicians, surgeons, nurses, and the like, who were employed to care for and treat Claimant.

Claimant will also sustain damages in the future to cover his future medical needs. Additionally, Claimant has suffered, and will continue to suffer into the future, physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, and emotional distress.

4. Amount of Claimed Damages:

Claimant has sustained economic and noneconomic damages, including, but not limited to, past and future medical expenses, as well as physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, and emotional distress. Jurisdiction over this claim rests in the Superior Court of the State of California, Unlimited Jurisdiction. Damages are in excess of \$5,000,000.00. Medical expenses for past and future treatment to date are in excess of \$250,000.00.

(next page)

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Beverly Hills, CA 90211

Los Angeles, CA
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Los Angeles, CA 90012

Torrance, CA
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Torrance, CA 90504

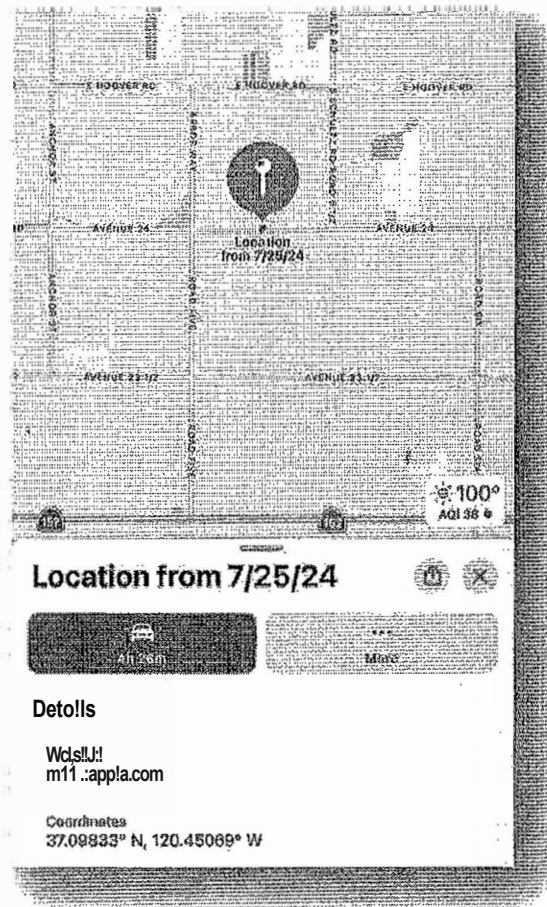
San Diego, CA
581 Camino O, La Jolla, St., 1 220
San Diego, CA 92108

5. Date Damage Occurred:

April 18, 2024.

6. Place Where Damage Occurred ("Subject Location"):

On Avenue 24 in between Arrow Way/Road Five and S. Schultz Rd./Road 5 1/2, GPS Coordinates: 37.09833° N, 120.45069° W.



7. Governmental Entities Alleged to be At Fault:

All of the above-referenced government entities. Each entity was named out of an abundance of caution. For those identified, if you are not the owner of the subject highway and you are not responsible for inspecting, maintaining, and repairing it, then please notify me and provide a declaration stating the same and legal action will not be pursued against that entity.

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Torrance, CA 90504

San Diego, CA
581 Camino D, la Raina, Ste. 1020
San Diego, CA 92108

8. Names, Addresses, and Telephone Numbers of Witnesses:

Arthur Casady who may be reached through counsel of record; Friends and family presently unknown; Employees of the above-referenced government entities; Doctors & Staff at: I.) Dr. Olson, Dr. Zane, Dr. Meets at UCSF.

9. Nature of Case:

This is a dangerous condition (Cal. Gov. Code §§ 835, 840.2, 840.4 - Against the Public Entity Defendants) and public entity liability (Cal. Gov. Code §§ 815.2, 815.4, 815.6 - Against the Public Entity Defendants) case. Claimant Arthur Casady was riding his motorcycle on April 18, 2024 in a reasonably safe and lawful manner when he came into contact with a severely degraded pothole at the Subject Location, which caused him to be ejected from his motorcycle, causing severe personal injuries and associated mental and emotional suffering.

The Public Entity Defendants are public entities subject to the provisions of the Government Code.

Government Code section 815.2 provides that "[a] public entity is liable for injury proximately caused by an act or omission of an employee of the public entity within the scope of his employment if the act or omissions would, apart from this section, have given rise to a cause of action against that employee or his personal representative."

Government Code section 815.4 provides that "[a] public entity is liable for injury proximately caused by a tortious act or omission of an independent contractor of the public entity to the same extent that the public entity would be subject to such liability if it were a private person."

Government Code section 815.6 provides that "[w]here a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty."

As alleged herein, Claimant was injured when he came into contact with a pothole at the Subject Location while on a motorcycle, causing Claimant to fly off of the motorcycle and collide into the pavement. The Subject Location was designed, constructed, built, controlled, maintained, inspected, supervised, and/or owned by the Public Entity Defendants, and its employees, agents, or others acting on their behalf and within the course and scope of their employment or agency, including any Defendant presently named as a DOE.

Further, the Public Entity Defendants, and its employees, agents, or others acting on their

Beverly Hills, CA 8383 Wilshire Blvd., Ste. 822 Beverly Hills, CA 90211	Los Angeles, CA 145 S. Spring St., Ste. 850 Los Angeles, CA 90012	Torrance, CA 2916 W. 14 th St. Torrance, CA 90504	San Diego, CA 591 Camino de la Reina, Ste. 1020 San Diego, CA 92108
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behalf and within the course and scope of their employment or agency, including any Defendant presently named as a DOE, knew or should have known that the pothole at the SUBJECT LOCATION presented a risk of serious bodily injury. Even so, the Public Entity Defendants, and its employees, agents, or others acting on their behalf and within the course and scope of their employment or agency, including any Defendant presently named as a DOE, took no steps to warn or otherwise inform persons such as Claimant of the danger.

The acts and omissions of the Public Entity Defendants and its employees, agents, or others acting on their behalf and within the course and scope of their employment or agency, including any Defendant presently named as a DOE, proximately caused the harm Claimant suffered as alleged herein.

The acts and omissions of the Public Entity Defendants, and its employees, agents, or others acting on their behalf and within the course and scope of their employment or agency, would have given rise to a cause of action against that employee or his personal representative absent the relevant provisions of the Government Code.

As a direct and proximate result of the negligence, carelessness, and violation of law of the Public Entity Defendants, and each of them, Claimant was injured in his health, strength, and activity, sustained injuries to his body and nervous system, and sustained personal injuries, all of which have caused and continue to cause Claimant great mental and physical pain and suffering. Claimant necessarily employed physicians and surgeons for medical examination, treatment and care of these injuries and incurred medical and incidental expenses and may have to incur additional like expenses in the future. Further, Claimant was unable to perform his normal activities and occupation, thereby causing Claimant to suffer lost earnings, and which may cause Claimant to continue to lose earnings in the future. These amounts are presently unknown to Claimant, but they exceed this Court's minimum jurisdiction requirement, and Claimant will prove them at the time of trial.

On or about April 18, 2024, and prior to that time, the Public Entity Defendants designed, constructed, built, controlled, maintained, inspected, supervised, and/or owned the road located at the Subject Location.

On or about April 18, 2024, and prior to that time, the pothole that Claimant came into contact with on the Subject Location presented a risk of serious bodily injury.

On or about April 18, 2024, and prior to that time, the pothole that Claimant came into contact with on the Subject Location, was negligently, carelessly, and recklessly maintained in a dangerous character and condition by the Public Entity Defendants.

Prior to April 18, 2024, the Public Entity Defendants had actual knowledge of the pothole that Claimant came into contact with on the Subject Location and knew of its dangerous character

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San Diego, CA
591 Camino O. la Reina, St., 1020
San Diego, CA 92108

and condition described above.

Prior to April 18, 2024, the Public Entity Defendants had constructive notice of the existence of the dangerous condition described herein, in that the dangerous condition existed for a sufficient period that the Public Entity Defendants in the exercise of due care, should have discovered the dangerous condition prior to April 18, 2024. The Public Entity Defendants had the authority and the funds and other means necessary to inspect or to see that inspections were made of the relevant vicinity to determine whether a dangerous condition existed and to take adequate measures to protect against such a condition.

The Public Entity Defendants failed to design, build, construct and/or maintain the pothole that Claimant came into contact with on the Subject Location in accordance with reasonable and applicable guidelines, and failed to remedy or even warn of the dangerous condition described above.

The negligent, reckless, and careless conduct of the Public Entity Defendants caused a dangerous condition at the SUBJECT LOCATION, which created a substantial and reasonably foreseeable risk of the type of injury suffered by Claimant when Claimant used the SUBJECT LOCATION with due care in a manner in which it was reasonably foreseeable it would be used.

On or about April 18, 2024, Claimant was exercising due care and using a motorcycle on the Subject Location, in a manner in which it was reasonably foreseeable that it would be used.

On or about April 18, 2024, as a proximate result of the dangerous condition and the negligent, reckless, and careless conduct of the Public Entity Defendants, Claimant came into contact with a pothole at the Subject Location, causing Claimant to fly off of the motorcycle and onto the pavement, causing Claimant to suffer significant physical and emotional injuries and damages.

As a direct and proximate result of the negligence, carelessness, and violation of law of the Public Entity Defendants, and each of them, Claimant was injured in his health, strength, and activity, sustained injuries to his body and nervous system, and sustained personal injuries, all of which have caused and continue to cause Claimant great mental and physical pain and suffering. Claimant necessarily employed physicians and surgeons for medical examination, treatment and care of these injuries and incurred medical and incidental expenses and may have to incur additional like expenses in the future. Further, Claimant was unable to perform his normal activities and occupation, thereby causing Claimant to suffer lost earnings, and which may cause Claimant to continue to lose earnings in the future. These amounts are presently unknown to Claimant, but they exceed this Court's minimum jurisdiction requirement, and Claimant will prove them at the time of trial.

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San Diego, CA
581 Camino De la Reina, Ste. 1020
San Diego, CA 92108

10. Reservation of Right to Amend and/or Supplement Claim:

Claimant reserves the right to amend and/or supplement this Claim for Damages, including asserting new theories of liability or causes of action, upon discovery of new or additional information or facts, as well as the development of facts presently known to Claimant and his attorneys. Claimant reserves the right to supplement or amend these claims as discovery proceeds in this matter. These claims are being made on the best information currently available to Claimant's counsel, and Claimant should not be prejudiced because the Government Entities have within their exclusive possession, custody, and control various pieces of information, documents, and witness contact information, etc.

If there is anything that the Government Entities and/or its counsel would like to discuss concerning this government claim, or if there is any actual or perceived error in its submission, please contact me immediately in writing at brian@poulter.co; eservice@poulter.co.

Sincerely,



Brian Poulter
POULTER & CO.

Founder ITrial Attorney

Beverly Hills, CA
8383 Wilshire Blvd., Ste. 822
Beverly Hills, CA 90211

Los Angeles, CA
145 S. Spring St., Ste. 850
Los Angeles, CA 90012

Torrance, CA
2918 W. 14th St
Torrance, CA 90504

San Diego, CA
591 Camino De la Reina, Ste. 1020
San Diego, CA 92108

ITEM 6aiii

DATE: July 23, 2024

TO: Governing Board

FROM: Kristina Hernandez, Human Resources and Risk Management Manager

RE: Action - Reject Personal Injury Claim of Alex Fuentes Garduno

SUMMARY

On July 23, 2024, MCAG received a claim describing an accident that led to personal injury of the claimant. It does not appear that this claim has any connection to MCAG or affiliate agencies. This claim was likely submitted to the Agency in error.

Based on the lack of connection to MCAG, it is recommended the Board reject the claim of Alex Fuentes Garduno and direct staff to send the appropriate notice of rejection to the claimant.

REQUESTED ACTION

Reject the claim of Alex Fuentes Garduno and direct staff to send the appropriate notice of rejection to claimant.

BACKGROUND

Pursuant to the Tort Claims Act set forth in the Government Code, the Board is required to act on a claim within 45 days of receipt. Notice of the Board's action will then be sent to the claimant. The time to act may be extended, however, by agreement of the claimant and the Board.

As all claims submitted to the Agency can be a potential lawsuit, it is requested that all staff and Board members refrain from making any statements about this claim, whether public or private in nature.

PAST ACTION TAKEN

None.

STAFF CONTACT

Kristina Hernandez, Human Resources and Risk Management Manager at kristina.hernandez@mcagov.org or 209-723-3153 x.139.

ATTACHMENTS

Claim submitted by Alex Fuentes Garduno.



Stacie Guzman
Executive Director

Front Desk
Clerk

369 W. 18th Street
Merced, CA 95340
(209) 723-3153
FAX: (209) 723-0322
www.mcagov.org

FILING A CLAIM AGAINST THE

MERCEDCOUNTYASSOCIATION OF GOVERNMENTS

Claims Must be Filed at the Following Location:

Merced County Association of Governments
369 W. 18th Street
Merced, CA 95340

You must file your claim form, by mail or in person, with the Clerk of the Merced County Association of Governments, 369 W. 18th Street, Merced, CA 95340, **within the time prescribed by Government Code section 911.2**, which states, "A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with Section 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with Section 915) of this chapter not later than one year after the accrual of the cause of action."



CLAIM AGAINST THE MERCED COUNTY ASSOCIATION
OF GOVERNMENTS

Claim Number (Dept. Use Only)

You may file in person or mail form to: Clerk, Merced County Association of Governments, 369 W 18th St., Merced, CA 95340. [Print/Type Only.] Please provide (2) copies of the claim. If you are mailing this claim, also include a self-addressed stamped envelope for the return of your copy. Claims will be stamped by the Clerk of the Merced County Association of Governments, and one copy will be returned to claimant for claimant's records.

1. Claimant's Name:

Date of Birth:

Fuentes- Garduno Alex 08/24/2006
Last First Middle

2 Claimant's Physical Address:

9680 Shy Street Gustine, CA 95322
Street City State ZIP

3. Claimant's Mailing Address: (if different from above)

3699 Wilshire Blvd Ste 1000, Los Angeles, CA 95322
Street (or PO Box) City State ZIP

4. Home Phone Number:

Mobile Phone Number:

(714) 760-1121 ()

5. Amount of Claim: \$ over \$25,000.00

6. Date of Accident/Incident/Loss: 07/01/2024

7. Location of Accident/Incident/Loss: W. H Street, 159 Feet W. of Johnson Road, Los Banos

8. Provide your description of how the accident/incident/loss occurred:

Alex Fuentes was pulled over by officer Michael A. Leyva for a traffic violation. Office Leyva failed to place his vehicle into park causing his vehicle to rear-ended Alex vehicle.

Blank lined paper for writing.

9. Describe damage/injury/losses being claimed (including prospective damage/injury/losses to the extent known at the time of claim filing):

Alex Fuentes Continues to suffer bodily injuries, including but not limited to his upper, mid, and lower back pain, neck pain, and pain on both legs.

10. Name(s) of public entity/employee(s) causing injury/damage/loss:

Officer Michael Anthony Leyva from Los Banos Police Department

11. Names and addresses of any and all witnesses known:

None

12. If you are claiming you sustained an injury, please provide the names and addresses of any and all medical professionals who treated or are treating you for those claimed injuries:

Memorial Hospital Los Banos, 520 W. I St, Los Banos, CA 93635

13. Itemized list of claimed expenses/damages:

Description:	Amount:
Vehicle Damage	\$ Pending
Memorial Hospital	\$ Pending
	\$
	\$
Total Claim: (should equal amount on line 5)	\$
All estimates and itemized receipts <u>must</u> be attached	



Do Not Write in this Space

14. Date:

07/18/2024

Signature of Claimant/Representative:

You must present your claim within the time prescribed by Govt. Code Section 911.2.

ITEM 6aiv

DATE: August 15, 2024

TO: Governing Board

FROM: Stephani Davis, Assistant Planner

RE: Action – Appoint Mari Bautista to the Social Services Transportation Advisory Council

SUMMARY

Staff is seeking the Governing Board's consideration and action on one appointment to the Social Services Transportation Advisory Council (SSTAC). The primary purpose of the SSTAC is to oversee the annual Unmet Transit Needs process. Appointments to the SSTAC require action by the Governing Board.

REQUESTED ACTION

Appoint Mari Bautista to the Social Services Transportation Advisory Council as the representative of the local consolidated transportation service agency.

BACKGROUND

California's Transportation Development Act (TDA) requires the Merced County Association of Governments (MCAG) to have a Social Services Transportation Advisory Council in place to oversee the annual Unmet Transit Needs process. Prior to making any allocation of TDA funds not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, the transportation planning agency shall annually go through an assessment of unmet transit needs.

The SSTAC shall consist of the following members:

1. **One** representative of a potential transit user who is 60 years of age or older;
2. **One** representative of a potential transit user who is a person with a disability;
3. **Two** representatives of the local service providers for seniors, including one representative of a social service transportation provider, if one exists;
4. **Two** representatives of local service providers for persons with a disability, including one representative of a social service transportation provider, if one exists;
5. **One** representative of a local social service provider for persons of limited means; and
6. **Two** representatives from the local consolidated transportation service agency, including one representative from an operator, if one exists.
7. Any additional members appointed from a broad representation of social service and transit providers in accordance with PUC Section 99238, subdivision B.

The term of appointment is for three years, which may be renewed for additional three-year terms.

The current SSTAC roster is shown in the following table:

Name	Agency	Category	Appointed	Term Expires
Gayle Miller VICE CHAIR		Transit user who is 60 years of age or older	Dec. 2018	2027 (3 rd term)
VACANT		Transit user who is a person with a disability		
Wendy Campbell	Area Agency on Aging	Local social service provider for seniors, including one representative of a social service transportation provider, if one exists	Sep. 2020	2026 (2 nd term)
VACANT		Local social service provider for seniors, including one representative of a <u>social service transportation provider</u> , if one exists		
Lynn Downum-Hanzal CHAIR	Resources for Independence Central Valley	Local social service provider for persons with a disability, including one representative of a social service transportation provider, if one exists.	Sep. 2012	2025 (4 th term)
Barbara Hurtado	Central Valley Regional Center	Local social service provider for persons with a disability, including one representative of a <u>social service transportation</u> provider if one exists.	Aug. 2022	2025 (1 st term)
Linda Dash	Healthy House	Local social service provider for persons of limited means	Aug. 2021	2027 (3 rd term)
Serenity Anderson	Transit Director - The Bus (TJPA)	Local consolidated transportation service agency representative, including one representative from an operator, if one exists	NA	NA
		Local consolidated transportation service agency, including one representative from an operator, if one exists	NA	NA
Diane Mejia		Transit User, person of limited means	Jan. 2018	2027 (3 rd term)

PAST ACTION TAKEN

Month/Year	Action
June 2024	The MCAG Governing Board reappointed Linda Dash, Diane Mejia, and Gayle Miller to the SSTAC.

DISCUSSION

Mari Bautista is the Assistant Transit Manager for The Bus, which is the single public transportation service provider for all of Merced County. Mari is seeking appointment to represent the Local Consolidated Transportation Service Agency.

FISCAL IMPACT

None.

STAFF CONTACT

Stephani Davis, Assistant Planner, at stephani.davis@mcagov.org or (209) 723-3153 ext. 126

ITEM 6av

DATE: August 15, 2024

TO: Governing Board

FROM: Mary-Michal Rawling, Public Affairs Manager

RE: Action – Adopt resolution 2024/08-15-01 affirming the Merced County Association of Governments conflict of interest code

SUMMARY

All government agencies in the State of California are required to examine their conflict of interest code every two years. The Merced County Association of Governments (MCAG) conflict of interest code as it is written satisfies all of the agency's requirements and the attached resolution is a reaffirmation of Merced County Association of Governments current policy.

REQUESTED ACTION

Adopt resolution 2024/08-15-01 affirming the current Merced County Association of Governments conflict of interest code with minor amendments.

BACKGROUND

The law requires that every multi-county agency have a conflict of interest code which identifies all agency officials and employees who make or participate in making governmental decisions. Conflict of Interest codes are a fundamental tool to ensuring the public's trust in government officials.

It is essential and legally required that an agency's conflict of interest code reflect the current structure of its organization and properly identify officials who should be filing Statements of Economic Interests (Form 700).

A conflict of interest code must:

- Provide reasonable assurance that all financial interests that pose a foreseeable conflict of interest will be disclosed; and
- Provide to each affected person a clear and specific statement of his or her disclosure requirements; and
- Adequately differentiate between designated employees with different powers and responsibilities.

PAST ACTION TAKEN

October 2016	The Governing Board adopted Resolution No. 2016/10-20-04 authorizing the Executive Director to establish a conflict of interest code.
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DISCUSSION

The California Fair Political Practices Commission requires multi-county agencies to review their conflict of interest code every two years to determine whether any amendments are required. Amendments may be needed if positions are renamed or eliminated, employees' duties shift, or the organizational structure is modified.

Upon review of the MCAG conflict of interest code it was determined that no major amendments are needed at this time. Minor amendments include the addition and edits of staff members required to submit an annual statement of economic interests. As such, legal counsel recommends the Governing Board take action via resolution to confirm the agency's policy as it is written with minor edits.

FISCAL IMPACT

No fiscal impact.

STAFF CONTACT

Mary-Michal Rawling, Public Affairs Manager, at mary-michal.rawling@mcagov.org or (209) 723-3153 x119.

ATTACHMENTS

Resolution 2024/08-15-01

RESOLUTION NO. 2024/08-15-01

**RESOLUTION OF THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS CONFIRMING MCAG
CONFLICT OF INTEREST CODE**

BE RESOLVED AS FOLLOWS:

SECTION 1: CONFLICT OF INTEREST CODE -ADOPTED. The Political Reform Act, Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which public officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest code of the Merced County Association of Governments, which is considered the "agency" within the purview of this Code.

SECTION 2: CONFLICT OF INTEREST CODE - STATEMENTS. Designated employees shall file their statements with the MCAG Clerk, who shall be and perform the duties of filing officer for MCAG. Statements will be available for inspection and reproduction pursuant to Government Code section 81008.

SECTION 3: SAVINGS CLAUSE. Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered in Connection with any other Conflict of Interest Code.

PASSED AND ADOPTED by the Board of Directors of the MCAG Governing Board at a regular meeting held on the 15th day of August 2024, by the following called vote:

The above resolution was approved by the Merced County Association of Governments Governing Board by _____ who moved its adoption, and seconded by _____ and which was adopted by the following vote:

AYES:

NOES:

ABSENT:



Stacie Guzman, Executive Director
Merced County Association of Governments

Paul Llanez, Chair
Merced County Association of Governments
Governing Board

MERCED COUNTY ASSOCIATION OF GOVERNMENTS
CONFLICT OF INTEREST CODE
APPENDIX "A"

"Public Official at any level of state or local government" means a member, officer, employee, or consultant of a state or local government agency. The term "public official" also includes individuals who perform the same or substantially the same duties as an individual holding an office or a position listed in Government Code section 87200, including "other public officials who manage public investments" as that term is defined in 2 California Code of Regulations section 18720.

- (1) "Member" shall include, but not be limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commission possess decision-making authority whenever:
 - (A) It may make a final governmental decision;
 - (B) It may compel a governmental decision, or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may not be overridden; or
 - (C) It makes substantive recommendations, which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.
- (2) A "designated employee" is an officer, employee, member or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions which may foreseeably have a material effect on any financial interest. (Government Code section 82019)
 - (A) *Making* a governmental decision means the person:
 - 1. Votes on a matter;
 - 2. Appoints a person;

3. Obliges or commits his or her agency to any course of action; or
4. Enters into any contractual agreement on behalf of his or her agency.

(B) *Participating in the making of a decision* means the person:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or
2. Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

The term "designated employee" does not include:

- Public officials specified in Government code section 87200:
 - County Supervisors
 - City Council Members
 - Mayors
 - City Managers/County CAOS
 - City Attorneys/County Counsel
 - Treasurers, Tax Collectors, Auditors and
Controllers, and Assessors
 - Other city, county and local agency public officials
who manage public investments
- Solely clerical, ministerial or manual positions;
- Unsalaries members of boards or commissions, which are solely advisory.

(3) "Consultant" means an individual whom, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certification, approval, order or similar authorization or entitlement;
 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 6. Grant agency approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any subdivision thereof; or
- (B) Serves in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The Executive Director or designee may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file Form 700:

MCAG Board members and alternates, including

1. Board of Supervisors or alternates
2. City Councilpersons and alternates
- Designated Employees/Consultants
3. Executive Director
4. Deputy Executive Director/Chief Financial Officer
5. General Counsel
6. Director of Planning and Programming

All of the above are category 1 filers who must disclose all investments and business positions in business entities, sources of income and interests in real property.

ITEM 6avi

DATE: August 15, 2024

TO: Governing Board

FROM: Nav Bagri, Deputy Executive Director

RE: Action – Authorize Contract for Transportation Development Act and Measure V audits in the amount of \$187,290 with Price Paige & Company.

SUMMARY

MCAG has released a Request for Proposal (RFP) on the audit services for Measure V and Transportation Development Act (TDA). The Transportation Expenditure Program and TDA requires MCAG to obtain an outside audit firm to audit all Measure V expenditures and TDA funds.

REQUESTED ACTION

Authorize the Executive Director to enter into a three-year base contract with two additional one-year extension options for Transportation Development Act and Measure V audits in the amount not to exceed \$187,290 with Price Paige & Company.

BACKGROUND

MCAG is required to a conduct independent financial Measure V audit consistent with PUC 180000 et seq. MCAG requires independent audits for the seven member agencies, to be conducted by MCAG's auditors using the criteria outlined in the ordinance for compliance with MCAG's Measure V Policies and Procedures utilizing the General Auditing Standards.

The California Code of Regulations, Title 21, section 6662, requires each transportation planning agency, county transportation commission, and metropolitan transit development board shall transmit to the State Controller, annually and within 12 months of the end of the fiscal year, a report of an audit of its accounts and records by the appropriate county auditor, a certified public accountant, or a public accountant pursuant to Sections 6505 and 26909 of the Government Code. The audit shall be performed in accordance with the Basic Audit Program and Reporting Guidelines for California Special Districts prescribed by the State Controller pursuant to Section 26909 of the Government Code and must include a determination of compliance with the Act and the administrative rules and regulations.

PAST ACTION TAKEN

None.

PROCUREMENT PROCESS

Staff released a Request for Proposal (RFP) on June 10, 2024, with proposals due on June 28, 2024. By

the deadline, two proposals were received. The evaluation criteria was based on technical expertise of the firm, project approach, schedule, and cost. The evaluation committee was composed of three internal staff members. Price Paige & Company scored the highest; therefore, MCAG proceeded to contract negotiations with Price Paige & Company on July 12, 2024.

Per the agency's procurement policy, all responsive proposals were reviewed and evaluated to determine which proposer best meets the agency's needs, demonstrating the competence and professional qualifications necessary for satisfactory performance of the required services. The criteria for evaluating the proposals were included in the RFP, along with a notice that the agency reserves the right to reject any and all proposals or waive any irregularities in the proposal or the proposal process. Additionally, as stipulated in the procurement manual for federally funded projects, no preference was given to local proposers or firms during the review, evaluation, or selection process. No protests were received during the prescribed protest period.

Proposal Evaluation Matrix

Evaluation Criteria	Possible Points
Technical Expertise of the Firm	40
Project Approach	30
Qualifications of Personnel Assigned to Project	20
Cost	10
Total	100

Proposal Details and Scoring

Vendor Name	Proposed Price	Evaluation Score
Price Paige & Company	\$187,290	91.33
Sotomayor & Associates LLP	\$310,589	80.67

FISCAL IMPACT

Per the agency's purchasing policy, 10% of the board-approved contract amount is available for change orders, as needed, at the discretion of the Executive Director. Therefore, upon execution of the contract, the not-to-exceed amount for this contracted work is \$206,019.

Price Paige & Company Incorporated contract amount	\$187,290
Max contingency budget (10%)	\$18,729
Max budget:	\$206,019

The total contract cost will be funded through the budgets of TDA administrative funds and Measure V 1% admin fees collected.

STAFF CONTACT

Nav Bagri, Deputy Executive Director at nav.bagri@mcagov.org or 209-617-6974.

ATTACHMENTS

Contract Template, Scope of Services and Pricing

**Contract Template
Included in
Request for Proposals
for
Consultant to Conduct Transportation Development Act (TDA) Audits for
Measure V RFP20240610MCAG**

THIS AGREEMENT is made and entered into this 1st day of September 2024 by and between the Merced County Association of Governments, a California joint powers authority within the meaning of Government Code § 6500 et seq (hereinafter referred to as "MCAG"), and *To Be Determined*, (hereinafter referred to as "CONSULTANT").

It is agreed between the parties that:

Section One – Scope of Services

CONSULTANT agrees to perform all work necessary to complete, in a manner satisfactory to MCAG, those items described in EXHIBIT A – SCOPE OF SERVICES and incorporated herein by this reference as if set forth in full.

Section Two – Notice to Proceed

MCAG shall serve an email notice to proceed upon full execution of this Agreement. Upon receipt of such notice, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period.

Section Three – Term

CONSULTANT shall commence work immediately following notice of execution of this Agreement. CONSULTANT shall complete the performance of its obligations under this Agreement by December 31, 2026. All work is contingent upon agreed upon services, available funding, and successful performance. The contract may be extended by MCAG, at its sole discretion, for up to two (2) additional one (1) year terms and shall be based on available funding and successful performance. The contract will be a fixed price contract for the full term including the additional extension options.

Section Four – Compensation and Invoicing

For services performed pursuant to this Agreement, MCAG agrees to pay, and CONSULTANT agrees to accept as payment in full, the amounts as identified on the cost summary provided in EXHIBIT B – COST SUMMARY. CONSULTANT shall be reimbursed no later than 30 days following receipt of a written, acceptable billing to MCAG. Invoice shall include details of tasks and/or work completed relevant to the billing payment request.

In each invoice, CONSULTANT shall include Agreement Number 20240610NB, the full agreement amount, the previously billed dollar amount, the current invoice dollar amount, and the remaining agreement balance.

In the event MCAG disputes all or any part of a bill submitted by CONSULTANT pursuant to this Agreement, MCAG shall pay the undisputed portion of the invoice when due and shall notify CONSULTANT of the disputed amount in writing at least 10 days prior to the due date of the disputed invoice. The Parties shall use best efforts to resolve the dispute amicably and promptly. Upon determination of the correct billing amount, MCAG shall pay such amount within 10 days of such determination.

Section Five – Insurance

CONSULTANT shall, for the duration of this Agreement, purchase and maintain insurance to protect against loss resulting from the performance of its duties under this Agreement. Said insurance coverage shall comply with the following minimum requirements:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project, or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Professional Liability or Errors and Omissions Insurance: \$1,000,000.

Original certificates of such insurance shall be filed with MCAG. Said certificates shall evidence coverage through the term of this Agreement, reference Agreement Number 20240610NB, and shall name MCAG as an additional insured, with the exception of Professional Liability or Worker's Compensation. Modifications to insurance requirements must be approved by MCAG in writing. CONSULTANT is responsible for providing MCAG updated insurance documents annually.

CONSULTANT shall maintain worker's compensation coverage sufficient to comply with statutory requirements and limits as required by the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident.

All policies shall be endorsed to waive the insurer's subrogation rights against MCAG.

Section Six – Changes to Scope

MCAG may at any time, and upon a minimum of 10 days written notice, modify the scope of basic services to be provided under this Agreement. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify MCAG in writing. Upon agreement between MCAG and CONSULTANT as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by MCAG and CONSULTANT shall constitute the CONSULTANT's notice to proceed with the changed scope.

Section Seven – Compliance with Laws, Rules, and Regulations

All services performed by CONSULTANT pursuant to this Agreement shall be undertaken with usual and

customary professional care to be performed in accordance and full compliance with all applicable federal, state or city statutes, and any rules or regulations promulgated thereunder.

Section Eight – Responsibility of CONSULTANT

By executing this Agreement, CONSULTANT warrants to MCAG that it possesses, or will arrange to secure from others, all the necessary professional services, resources and facilities to provide MCAG with the services contemplated under this Agreement. CONSULTANT further warrants that it will follow the best current, generally accepted practice of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

Section Nine – Responsibility of MCAG

To the extent appropriate to the Project contemplated by this Agreement, MCAG shall:

- A. Assist CONSULTANT by placing at its disposal all available information pertinent to the project;
- B. Examine all studies, reports, proposals, and other documents presented by CONSULTANT, and render verbally or in writing, as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT; and,
- C. The Deputy Executive Director, or designee, will act as MCAG's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define MCAG's policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT's services.

Section 10 – Termination for Convenience of MCAG

MCAG may terminate this Agreement, with or without cause, at any time by giving CONSULTANT 10 days written notice of such termination. If this Agreement is terminated by MCAG as provided herein, CONSULTANT shall be paid a total amount that is the ratio of completed tasks to total services as determined by MCAG, less payments already made under this Agreement. This proration shall be extended to cover any fixed fee charged for a fully completed product. Upon termination, CONSULTANT will give MCAG all its work product.

Section 11 – Termination of Agreement for Cause

- A. MCAG may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:
 1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
 2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make the progress as to endanger performance of this Agreement in accordance with its terms and in either of these two circumstances does not correct such failure within a period of 10 days (or such longer period as MCAG may authorize in writing) after receipt of notice from MCAG specifying such failure.
- B. In the event MCAG terminates this Agreement in whole or in part as provided in Paragraph A above, MCAG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess

costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to timely perform is caused by the default of a subcontractor that is mandated, required, or otherwise imposed on CONSULTANT by MCAG, CONSULTANT shall not be liable for failure to perform the services.

- D. Should the Agreement be terminated as provided in Paragraph A above, CONSULTANT shall provide MCAG with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph A above, CONSULTANT shall be paid the value of the work performed, as determined by MCAG less payments of compensation previously made. Payments previously made by MCAG to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which, in the opinion of MCAG, it has legitimately earned and was not related to the cause for which this Agreement was terminated.
- E. If after notice of termination of this Agreement as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of MCAG.
- F. Failure to pay subcontractors may, at the discretion of MCAG, constitute a material breach of this Agreement.

Section 12 – Interest of Officials and CONSULTANT

- A. No member of or delegate to the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- B. CONSULTANT hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

Section 13 – Subcontracting

- A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of MCAG.
- B. All subcontracts shall be subject to the provisions contained in this Agreement between MCAG and CONSULTANT.
- C. If the subcontractor is a Disadvantaged Business Enterprise, prompt payment and return of retainage requirements apply, as referenced in 49 CFR 26.29. CONSULTANT will provide payment records upon MCAG's request.
- D. CONSULTANT cannot terminate a subcontractor, including a DBE subcontractor, for convenience if CONSULTANT listed the subcontractor in response to the RFP, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without MCAG's prior written consent.

Section 14 – Negotiated Agreement

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

Section 15 – Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of any successors or assigns.

Section 16 – Independent Contractor

MCAG and CONSULTANT agree that CONSULTANT is an independent contractor, and that no employer-employee relationship exists between MCAG and CONSULTANT or any of its subcontractors. CONSULTANT shall be solely responsible for the work performed under this Agreement and for the conduct and control of its employees and/or subcontractors. CONSULTANT shall be free to render services to others during the term of this Agreement so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to MCAG.

Section 17 – Dispute Resolution, Attorney Fees, Jurisdiction, and Venue

In any action, suit or proceeding arising out of or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law relating to this Agreement or any litigation or arbitration arising out of this Agreement shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. CONSULTANT expressly waives federal jurisdiction.

Section 18 – Publication

No reports relating to this work shall be published by CONSULTANT without written permission of MCAG.

Section 19 – Indemnification

CONSULTANT shall indemnify and defend MCAG and hold it harmless from and against any and all claims, demands, or liability arising out of or in any way connected with the performance of this Agreement. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of MCAG. CONSULTANT will, on request and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay MCAG for any loss, cost, damage, or expense, including attorney's fees suffered by it hereunder.

Section 20 – Ownership of Documents

All documents, methodological explanations, computer programs, drawings, designs, and reports

generated as a result of work on this Agreement shall be the property of MCAG.

Section 21 – Documentation/Access to Records

CONSULTANT shall document the results of the work with each billing, to the satisfaction of MCAG. Such documentation shall include a progress summary, listing attainment of Agreement objectives. CONSULTANT shall work with MCAG to ensure that all paperwork requirements are met.

CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three years after final payment is made and all other matters are closed with CONSULTANT. Such materials shall be available for inspection by authorized representatives of MCAG, or the copies thereof shall be furnished if requested. The FTA, FHWA, Comptroller General of the United States, or any authorized representative, shall have access to any books, documents, papers, and records of the CONSULTANT, that are directly pertinent to this specific Agreement, for the purpose of an audit, examination, excerpt, and transcriptions.

Section 22 – Waiver

No waiver by either party of any default, breach, or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach, or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

In no event shall the making, by MCAG, of any payment to CONSULTANT constitute, or be construed as, a waiver by MCAG of any breach of covenant, or any default which may then exist, on the part of CONSULTANT. The making of any such payment by MCAG while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONSULTANT from its full obligations under this Agreement.

Section 23 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- | | |
|-------------------|--|
| A. To MCAG: | Nav Bagri, Deputy Executive Director
Merced County Association of Governments
369 W. 18 th Street
Merced, CA 95340 |
| B. To CONSULTANT: | Contact Name, Title
Company Name
Street Address
City, State, Zip Code |

Nothing hereinabove shall prevent either MCAG or CONSULTANT from personally delivering any such notices to the other.

Section 24 – Integration

This Agreement, and Exhibits A, and B represent the entire understanding of MCAG and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by MCAG and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Merced County Association of Governments:

By _____
Stacie Guzman, Executive Director

APPROVED AS TO FORM:

By _____
General Counsel, Haden Law Office

CONSULTANT:

By _____
Contact Name, Title

EXHIBIT A – SCOPE OF SERVICES
(Section II of RFP20240610MCAG)

GENERAL

MCAG and Measure V require all TDA audits to be done in compliance with all TDA guidelines and must contain all required certifications and meet all compliance requirements. Refer to Section 99245 of the California PUC code and Section 6661, et.seq. For the TDA guideline, please refer to the following website: <http://www.dot.ca.gov/hq/MassTrans/State-TDA.html>

CONSULTANT is to audit MCAG and Measure V. Below are the details of the TDA audit requirements:

- Merced County Association of Governments (MCAG) – Local Transportation Fund (LTF), State of Good Repair SB1 and State Transit Assistance Fund (STA).
- Measure V – audit of 11 Measure V funding accounts including Administration, TJPA, East Side Regional, West Side Regional, Transit Fund, City of Atwater, City of Merced, City of Dos Palos, City of Gustine, City of Livingston, City of Los Banos, and County of Merced.

For the two agencies listed above, CONSULTANT is expected to prepare all the financial statements, including the entity-wide and fund financial statements, the footnotes and other supplementary information contained in the report. CONSULTANT is expected to prepare and provide to MCAG all post-closing trial balances which will reconcile to MCAG's financial records, and which shall reflect all audit adjustments proposed and accepted by MCAG. At the conclusion of each year's audit, MCAG shall be provided with copies of all adjusting entries with supporting documentation as well as with the combining and consolidated worksheets maintained by the CONSULTANT for use in creating the financial statements.

CONSULTANT is also to prepare and submit the Annual Reports of Financial Transactions due to the State Controller's Office.

An audit report of Measure V is also expected to be prepared that will be made available to Measure V's Citizens Oversight Committee. Report should include compliance with Measure V's expenditure plan and Ordinance No. 2016-01.

All deliverables are due 180 days after fiscal year end (27th of December) unless prior arrangements are made and agreed upon by MCAG.

Transportation Development Act Funds – Section 99245 of Public Utilities Code and Title 21, Chapter 3, Subchapter 2, Article 5.5, Section 6664 of the California Administrative Code requires annual fiscal and compliance audits of all claimants of Transportation Development Act monies.

Title 21, Chapter 3, Subchapter 2.5, Article 5, Section 6751 of the California Administrative Code requires an annual audit of the State Transit Assistance Fund and Title 21, Chapter 3, Subchapter 2, Article 5, Section 6661 of the California Administrative Code requires an annual fiscal audit of the Local Transportation Fund. B. 1. 2. 3. 4.

CONSULTANT will work with MCAG Finance staff initially, then wholly manage the coordination and scheduling with claimants, agencies, and funds to be audited. CONSULTANT will direct information request, report preliminary findings, and discuss any corrective items with the entity under audit as well as with MCAG's Deputy Executive Director. Each entity's draft and final management letter(s), if deemed

necessary, shall be addressed to the entity's Board of Directors with one final copy in both hard copy and electronic (PDF) to MCAG.

The audits shall include tasks, tests, and procedures designed to determine each auditee's compliance, or noncompliance with applicable federal, state and local statutes, rules and regulations. This will include execution of the tasks outlined in the California Code of Regulations Sections 6664, 6666 and 6667, as appropriate.

Reports of compliance examinations must include a statement that the examination was conducted in accordance with applicable auditing standards. The report must further state whether the examination disclosed instances of significant noncompliance with laws and regulations.

The audit report shall include a certification of compliance with the Transportation Development Act. The certification will take the form of a statement that the funds allocated to, and received by, the auditee, pursuant to the Act, was, with any exceptions specifically noted, expended in conformance with applicable statutes, rules and regulations of the Act and the rules and regulations, allocation instructions and resolutions of the Merced County Association of Governments.

Once the CONSULTANT's findings have been drafted, CONSULTANT shall present the findings to each claimant for review and revision of any technical inaccuracies. Once the findings are finalized, they will be addressed to the entity's Board of Directors, with a copy provided to MCAG.

An unqualified negative statement (e.g., "no violation was brought to our attention") shall not be accepted. The certification may take the form of a negative assurance if it references the performance of each task specified in the California Code of Regulations Sections 6666 or 6667, as appropriate.

Specifics on TDA statute can be found accessed through the following website: <http://www.dot.ca.gov/hq/MassTrans/State-TDA.html>. MCAG will make available to proposers a copy of MCAG's TDA Rules and Regulations, upon request.

SCOPE OF SERVICES

CONSULTANT shall examine the financial statements and records of each claimant, agency, and fund and prepare an annual audit in accordance with applicable laws and regulations and contracts that have been entered into by MCAG. Each auditee is responsible for performing all general accounting functions in managing funds received and disbursed pursuant to TDA and applicable grant agreements. Financial activity in Transit Program is accounted for in an enterprise fund, using the accrual basis of accounting. Financial activity of Non-Transit Programs is accounted for in one or two special revenue funds, using the modified accrual basis of accounting.

MCAG will provide the selected firm with copies of all area apportionment documents, approved claims, allocation instructions, and disbursement instructions.

Each auditee will provide the CONSULTANT with requested schedules and reconciliation's of cash receipts and disbursements, accounts receivable, accounts payable, payroll, fixed assets and related information as requested.

In accomplishing the foregoing, the CONSULTANT shall be required to do the following:

1. Submit a pre-audit work program to MCAG's Deputy Executive Director/CFO. CONSULTANT is expected to schedule the individual claimant's audits by working with each claimant. All audits must be completed and final reports issued by December 31 of each year unless other arrangements have been made with MCAG. MCAG will work with the CONSULTANT to coordinate the scheduling of the audits with the agencies, if necessary; however, it is the CONSULTANT's responsibility to work with the claimant to schedule a convenient time.
2. Conduct a pre-audit kick-off meeting with TDA claimants and MCAG's Finance staff to discuss:
 - Purpose of the audit
 - The scope of the TDA Financial Statement Audit
 - Internal Controls over Financial Reporting
 - Financial Statement Presentation and Disclosure
 - Audit process
 - i. Initial Planning discussing timeline coordination with MCAG & claimants
 - ii. Critical Dates
 - Understanding of internal controls
 - Fieldwork
 - i. Reconciliation with the MCAG reports
 - ii. Appropriate support for account balances, journal entries, etc.
 - iii. Compliance testing
 - Reporting
 - Findings and recommendations
3. CONSULTANT shall prepare the financial statement and accompanying reports
4. CONSULTANT shall prepare a one-page report call the "Report on Compliance with the Transportation Development Act."
5. CONSULTANT shall prepare a one-page report called the "Report on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
6. CONSULTANT shall advise and assist MCAG and claimant staff in establishing controls and procedures as it relates to accounting and compliance procedures in administering the Transportation Development Act monies.
7. CONSULTANT shall furnish sufficient personnel to complete, on or before December 31st of each year (sooner if possible).
8. If conditions are discovered, which lead to the belief that material errors, fraud, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the CONSULTANT shall promptly advise MCAG's Deputy Executive Director/CFO. No extended services shall be performed unless authorized in a separate contractual agreement or in an amendment to the contract agreement.
9. Deliver to MCAG one hard copy and one electronic copy (PDF) of all final reports and management letters prior to invoicing.

Contract Deliverables

Agency determined a number of copies of the financial statement, CONSULTANTS' opinion thereon. One (1) copy of a management letter, if deemed necessary, to accompany each audit. Format and content of the letter must meet currently generally accepted auditing guidelines. The management letter should include a summation statement of audit findings and recommendations affecting the financial statements, internal control, accounting systems, compliance determination, and other material matters. An electronic version of each management letter (PDF file) must also be provided. One (1) copy of the final financial statements, CONSULTANTS; opinion thereon and management report must be submitted

to MCAG's Deputy Executive Director/CFO. An electronic version of each (PDF) must also be provided. Three (3) copies of the final financial statement, CONSULTANT's opinion thereon and management report for the PPTMISEA funds must be submitted to MCAG's Deputy Executive Director/CFO. An electronic version of the report (PDF) must also be provided. CONSULTANT shall submit to and review proposed draft audit reports and management letters with each auditee and MCAG prior to completion and submission of final reports. CONSULTANT shall complete and submit to each auditee and MCAG final reports by December 31, 2024, and each subsequent contracted year on December 31st.

SAMPLE

**EXHIBIT B – COST SUMMARY
(CONSULTANT’S Cost Submittal for RFP20240610MCAG)**

TDA Audits 2024-2028					
Service Categories	Year 1 (2024) Total Price	Year 2 (2025) Total Price	Year 3 (2026) Total Price	Option Year 1 (2027) Total Price	Option Year 2 (2028) Total Price
MCAG TDA Audit	\$ 6,000	\$ 6,000	\$ 6,300	\$ 6,300	\$ 6,615
Total	\$ 6,000	\$ 6,000	\$ 6,300	\$ 6,300	\$ 6,615

Measure V Fiscal Year Audits 2024-2028					
Service Categories	Year 1 (2024) Total Price	Year 2 (2025) Total Price	Year 3 (2026) Total Price	Option Year 1 (2027) Total Price	Option Year 2 (2028) Total Price
Measure V	\$ 30,000	\$ 30,000	\$ 31,500	\$ 31,500	\$ 33,075
Total	\$ 30,000	\$ 30,000	\$ 31,500	\$ 31,500	\$ 33,075

**Total not to exceed amount for the three-year contract and two one-year extensions
shall not exceed \$187,290.00**

ITEM 6avii

DATE: August 15, 2024

TO: Governing Board

FROM: Nav Bagri, Deputy Executive Director

RE: Action – Authorize Contract for Financial and Compliance Auditing Services in the amount of \$415,800 with Hudson Henderson & Company, Inc.

SUMMARY

The current contract for audit services for MCAG and its subagencies expired June 30, 2024. Staff is seeking board approval to enter into a new contract to provide audit services in an amount not to exceed \$415,800 for three years with two, one-year extensions.

REQUESTED ACTION

Authorize the Executive Director to enter into a three-year base contract with two additional one-year extension options for Financial and Compliance Auditing Services in the amount not to exceed \$415,800 with Hudson Henderson & Company, Inc.

PAST ACTION TAKEN

June 2019 - MCAG Governing Board approved the Audit Services contract.

PROCUREMENT PROCESS

Staff released a Request for Proposal (RFP) on June 7, 2024, with proposals due on June 26, 2024. By the deadline, three proposals were received. The evaluation criteria was based on technical expertise of the firm, project approach, schedule, and cost. The evaluation committee was composed of three internal staff members. Hudson Henderson & Company, Inc. scored the highest; therefore, MCAG proceeded to contract negotiations with Hudson Henderson & Company, Inc. on July 12, 2024.

Per the agency's procurement policy, all responsive proposals were reviewed and evaluated to determine which proposer best meets the agency's needs, demonstrating the competence and professional qualifications necessary for satisfactory performance of the required services. The criteria for evaluating the proposals were included in the RFP, along with a notice that the agency reserves the right to reject any and all proposals or waive any irregularities in the proposal or the proposal process. Additionally, as stipulated in the procurement manual for federally funded projects, no preference was given to local proposers or firms during the review, evaluation, or selection process. No protests were received during the prescribed protest period.

Proposal Evaluation Matrix

Evaluation Criteria	Possible Points
Technical Expertise of the Firm	40
Project Approach	30
Qualifications of Personnel Assigned to Project	20
Cost	10
Total	100

Proposal Details and Scoring

Vendor Name	Proposed Price	Evaluation Score
Hudson Henderson & Company, Inc.	\$415,800	93.67
Price Paige & Company	\$624,185	91
Sotomayor & Associates LLP	\$449,430	81

FISCAL IMPACT

Per the agency's purchasing policy, 10% of the board-approved contract amount is available for change orders, as needed, at the discretion of the Executive Director. Therefore, upon execution of the contract, the not-to-exceed amount for this contracted work is \$457,380.

Hudson Henderson & Company Incorporated contract amount	\$415,800
Max contingency budget (10%)	\$41,580
Max budget:	\$457,380

The total contract cost will be funded through the budgets of MCAG, TJPA, RWA, and YARTS.

STAFF CONTACT

Nav Bagri, Deputy Executive Director at nav.bagri@mcagov.org or 209-617-6974.

ATTACHMENTS

Contract Template, Scope of Services and Pricing

**Contract Template
Included in
Request for Proposals
for
Financial and Compliance Auditing Services RFP20240607MCAG**

THIS AGREEMENT is made and entered into this 1st day of September 2024 by and between the Merced County Association of Governments, a California joint powers authority within the meaning of Government Code § 6500 et seq (hereinafter referred to as "MCAG"), and *To Be Determined*, (hereinafter referred to as "CONSULTANT").

It is agreed between the parties that:

Section One – Scope of Services

CONSULTANT agrees to perform all work necessary to complete, in a manner satisfactory to MCAG, those items described in EXHIBIT A – SCOPE OF SERVICES and incorporated herein by this reference as if set forth in full.

Section Two – Notice to Proceed

MCAG shall serve an email notice to proceed upon full execution of this Agreement. Upon receipt of such notice, CONSULTANT shall diligently proceed with the work authorized and complete it within the agreed time period.

Section Three – Term

CONSULTANT shall commence work immediately following notice of execution of this Agreement. CONSULTANT shall complete the performance of its obligations under this Agreement by December 31, 2026. All work is contingent upon agreed upon services, available funding, and successful performance. The contract may be extended by MCAG, at its sole discretion, for up to two (2) additional one (1) year terms and shall be based on available funding and successful performance. The contract will be a fixed price contract for the full term including the additional extension options.

Section Four – Compensation and Invoicing

For services performed pursuant to this Agreement, MCAG agrees to pay, and CONSULTANT agrees to accept as payment in full, the amounts as identified on the cost summary provided in EXHIBIT B – COST SUMMARY. CONSULTANT shall be reimbursed no later than 30 days following receipt of a written, acceptable billing to MCAG. Invoice shall include details of tasks and/or work completed relevant to the billing payment request.

In each invoice, CONSULTANT shall include Agreement Number 20240607NB, the full agreement amount,

the previously billed dollar amount, the current invoice dollar amount, and the remaining agreement balance.

In the event MCAG disputes all or any part of a bill submitted by CONSULTANT pursuant to this Agreement, MCAG shall pay the undisputed portion of the invoice when due and shall notify CONSULTANT of the disputed amount in writing at least 10 days prior to the due date of the disputed invoice. The Parties shall use best efforts to resolve the dispute amicably and promptly. Upon determination of the correct billing amount, MCAG shall pay such amount within 10 days of such determination.

Section Five – Insurance

CONSULTANT shall, for the duration of this Agreement, purchase and maintain insurance to protect against loss resulting from the performance of its duties under this Agreement. Said insurance coverage shall comply with the following minimum requirements:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project, or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Professional Liability or Errors and Omissions Insurance: \$1,000,000.

Original certificates of such insurance shall be filed with MCAG. Said certificates shall evidence coverage through the term of this Agreement, reference Agreement Number 20240607NB, and shall name MCAG as an additional insured, with the exception of Professional Liability or Worker's Compensation. Modifications to insurance requirements must be approved by MCAG in writing. CONSULTANT is responsible for providing MCAG updated insurance documents annually.

CONSULTANT shall maintain worker's compensation coverage sufficient to comply with statutory requirements and limits as required by the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident.

All policies shall be endorsed to waive the insurer's subrogation rights against MCAG.

Section Six – Changes to Scope

MCAG may at any time, and upon a minimum of 10 days written notice, modify the scope of basic services to be provided under this Agreement. CONSULTANT shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify MCAG in writing. Upon agreement between MCAG and CONSULTANT as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by MCAG and CONSULTANT shall constitute the CONSULTANT's notice to proceed with the changed scope.

Section Seven – Compliance with Laws, Rules, and Regulations

All services performed by CONSULTANT pursuant to this Agreement shall be undertaken with usual and customary professional care to be performed in accordance and full compliance with all applicable federal,

state or city statutes, and any rules or regulations promulgated thereunder.

Section Eight – Responsibility of CONSULTANT

By executing this Agreement, CONSULTANT warrants to MCAG that it possesses, or will arrange to secure from others, all the necessary professional services, resources and facilities to provide MCAG with the services contemplated under this Agreement. CONSULTANT further warrants that it will follow the best current, generally accepted practice of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

Section Nine – Responsibility of MCAG

To the extent appropriate to the Project contemplated by this Agreement, MCAG shall:

- A. Assist CONSULTANT by placing at its disposal all available information pertinent to the project;
- B. Examine all studies, reports, proposals, and other documents presented by CONSULTANT, and render verbally or in writing, as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT; and,
- C. The Deputy Executive Director, or designee, will act as MCAG's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define MCAG's policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT's services.

Section 10 – Termination for Convenience of MCAG

MCAG may terminate this Agreement, with or without cause, at any time by giving CONSULTANT 10 days written notice of such termination. If this Agreement is terminated by MCAG as provided herein, CONSULTANT shall be paid a total amount that is the ratio of completed tasks to total services as determined by MCAG, less payments already made under this Agreement. This proration shall be extended to cover any fixed fee charged for a fully completed product. Upon termination, CONSULTANT will give MCAG all its work product.

Section 11 – Termination of Agreement for Cause

- A. MCAG may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:
 1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
 2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make the progress as to endanger performance of this Agreement in accordance with its terms and in either of these two circumstances does not correct such failure within a period of 10 days (or such longer period as MCAG may authorize in writing) after receipt of notice from MCAG specifying such failure.
- B. In the event MCAG terminates this Agreement in whole or in part as provided in Paragraph A above, MCAG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
- C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or

negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to timely perform is caused by the default of a subcontractor that is mandated, required, or otherwise imposed on CONSULTANT by MCAG, CONSULTANT shall not be liable for failure to perform the services.

- D. Should the Agreement be terminated as provided in Paragraph A above, CONSULTANT shall provide MCAG with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph A above, CONSULTANT shall be paid the value of the work performed, as determined by MCAG less payments of compensation previously made. Payments previously made by MCAG to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which, in the opinion of MCAG, it has legitimately earned and was not related to the cause for which this Agreement was terminated.
- E. If after notice of termination of this Agreement as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of MCAG.
- F. Failure to pay subcontractors may, at the discretion of MCAG, constitute a material breach of this Agreement.

Section 12 – Interest of Officials and CONSULTANT

- A. No member of or delegate to the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- B. CONSULTANT hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

Section 13 – Subcontracting

- A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of MCAG.
- B. All subcontracts shall be subject to the provisions contained in this Agreement between MCAG and CONSULTANT.
- C. If the subcontractor is a Disadvantaged Business Enterprise, prompt payment and return of retainage requirements apply, as referenced in 49 CFR 26.29. CONSULTANT will provide payment records upon MCAG's request.
- D. CONSULTANT cannot terminate a subcontractor, including a DBE subcontractor, for convenience if CONSULTANT listed the subcontractor in response to the RFP, and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without MCAG's prior written consent.

Section 14 – Negotiated Agreement

This Agreement has been arrived at through negotiation between the parties. Neither party is to be

deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

Section 15 – Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of any successors or assigns.

Section 16 – Independent Contractor

MCAG and CONSULTANT agree that CONSULTANT is an independent contractor, and that no employer-employee relationship exists between MCAG and CONSULTANT or any of its subcontractors. CONSULTANT shall be solely responsible for the work performed under this Agreement and for the conduct and control of its employees and/or subcontractors. CONSULTANT shall be free to render services to others during the term of this Agreement so long as such activities do not interfere with or diminish CONSULTANT's ability to fulfill the obligations established herein to MCAG.

Section 17 – Dispute Resolution, Attorney Fees, Jurisdiction, and Venue

In any action, suit or proceeding arising out of or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law relating to this Agreement or any litigation or arbitration arising out of this Agreement shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. CONSULTANT expressly waives federal jurisdiction.

Section 18 – Publication

No reports relating to this work shall be published by CONSULTANT without written permission of MCAG.

Section 19 – Indemnification

CONSULTANT shall indemnify and defend MCAG and hold it harmless from and against any and all claims, demands, or liability arising out of or in any way connected with the performance of this Agreement. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of MCAG. CONSULTANT will, on request and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay MCAG for any loss, cost, damage, or expense, including attorney's fees suffered by it hereunder.

Section 20 – Ownership of Documents

All documents, methodological explanations, computer programs, drawings, designs, and reports generated as a result of work on this Agreement shall be the property of MCAG.

Section 21 – Documentation/Access to Records

CONSULTANT shall document the results of the work with each billing, to the satisfaction of MCAG. Such documentation shall include a progress summary, listing attainment of Agreement objectives. CONSULTANT shall work with MCAG to ensure that all paperwork requirements are met.

CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three years after final payment is made and all other matters are closed with CONSULTANT. Such materials shall be available for inspection by authorized representatives of MCAG, or the copies thereof shall be furnished if requested. The FTA, FHWA, Comptroller General of the United States, or any authorized representative, shall have access to any books, documents, papers, and records of the CONSULTANT, that are directly pertinent to this specific Agreement, for the purpose of an audit, examination, excerpt, and transcriptions.

Section 22 – Waiver

No waiver by either party of any default, breach, or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach, or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

In no event shall the making, by MCAG, of any payment to CONSULTANT constitute, or be construed as, a waiver by MCAG of any breach of covenant, or any default which may then exist, on the part of CONSULTANT. The making of any such payment by MCAG while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONSULTANT from its full obligations under this Agreement.

Section 23 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- | | |
|-------------------|--|
| A. To MCAG: | Nav Bagri, Deputy Executive Director
Merced County Association of Governments
369 W. 18 th Street
Merced, CA 95340 |
| B. To CONSULTANT: | Contact Name, Title
Company Name
Street Address
City, State, Zip Code |

Nothing hereinabove shall prevent either MCAG or CONSULTANT from personally delivering any such notices to the other.

Section 24 – Integration

This Agreement, and Exhibits A, and B represent the entire understanding of MCAG and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by MCAG and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Merced County Association of Governments:

By _____
Stacie Guzman, Executive Director

APPROVED AS TO FORM:

By _____
General Counsel, Haden Law Office

CONSULTANT:

By _____
Contact Name, Title

EXHIBIT A – SCOPE OF SERVICES
(Section II of RFP20240607MCAG)

GENERAL

CONSULTANT shall perform financial and compliance audits for all accounts described under Section II – Scope of Services for a three (3) year term with the option to extend the contract for an additional two years, commencing with the 2027-2028 fiscal year. The fiscal year for all agencies begins on July 1st and ends on June 30th.

SCOPE OF SERVICES

Single Audit (Financial and Compliance Components)

MCAG requires a single audit in accordance with auditing standards generally accepted in the United State of America, the standards set forth for financial audits contained in Generally Accepted Auditing Standards issued by the Comptroller General of the United State and Local Governments and Non-Profit Organization, as well as other applicable laws, regulations and rules. CONSULTANT is to audit MCAG, Transit Joint Powers Authority of Merced County (TJPAMC), Regional Waste Management Authority (RWMA), and Yosemite Area Regional Transportation System (YARTS). Below are the details of the single audit requirements:

- Merced County Association of Governments (MCAG) – audit of the General Fund, Regional Transportation Impact Fee (RTIF) fund, Local Transportation Fund (LTF), State Transit Assistance Fund (STAF), Service Authority for Freeway Emergencies (SAFE), Abandoned Vehicle Abatement (AVA) Program and other related funds.
- Transit Joint Powers Authority for Merced County (TJPAMC) – audit of the General Operating Fund, Cal OES Fund, Local Transportation Fund (LTF), State Transit Assistance (STA) Fund, State of Good Repair (SGR) Fund and other related funds.
- Regional Waste Management Authority (RWMA) – audit of the General Operating Fund, Regional Solid Waste Management Bond Program and other related funds.
- Yosemite Area Regional Transportation System (YARTS) – audit of the General Operating Fund and other related funds.

For the four agencies listed above, CONSULTANT is expected to prepare all the financial statements, including the entity-wide and fund financial statements, the footnotes and other supplementary information contained in the report. CONSULTANT is expected to prepare and provide to MCAG all post-closing trial balances which will reconcile to MCAG's financial records and which shall reflect all audit adjustments proposed and accepted by MCAG. At the conclusion of each year's audit, MCAG shall be provided with copies of all adjusting entries with supporting documentation as well as with the combining and consolidated worksheets maintained by the auditor for use in creating the financial statements.

CONSULTANT is also to prepare and submit the Annual Reports of Financial Transactions due to the State Controller's Office.

All deliverables are due 180 days after fiscal year end (December 27th) unless prior arrangements are made and agreed upon by MCAG. The number of copies of financial reports for each agency shall be a minimum of ten (10) but not more than twenty (20) copies. Audit reports shall be separated as follows: MCAG, AVA, TJPAMC, MCRWMA, and YARTS. CONSULTANT shall provide the AVA audit report every two years. All others are to be completed on an annual basis.

Financial Statements and Independent Auditor's Reports for each agency/program for the year ended June 30, 2024, are all included in the Financial Statements and Independent Auditor's Reports attachments.

SAMPLE

EXHIBIT B – COST SUMMARY
(CONSULTANT’S Cost Submittal for RFP20240607MCAG)

MCAG Fiscal Year Audits 2024-2028					
Service Categories	Year 1 (2024) Total Price	Year 2 (2025) Total Price	Year 3 (2026) Total Price	Option Year 1 (2027) Total Price	Option Year 2 (2028) Total Price
MCAG Financial Audit & SCO Reporting	\$ 34,000	\$ 34,000	\$ 34,000	\$ 35,750	\$ 35,750
Merced Data Special Services (Forms 990 & 199)	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,230	\$ 1,230
Other (Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 35,000	\$ 35,000	\$ 35,000	\$ 36,980	\$ 36,980

TJPAMC Fiscal Year Audits 2024-2028					
Service Categories	Year 1 (2024) Total Price	Year 2 (2025) Total Price	Year 3 (2026) Total Price	Option Year 1 (2027) Total Price	Option Year 2 (2028) Total Price
TJPAMC Financial Audit & SCO Reporting	\$ 21,000	\$ 21,000	\$ 21,000	\$ 22,430	\$ 22,430
Other (Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 21,000	\$ 21,000	\$ 21,000	\$ 22,430	\$ 22,430

YARTS Fiscal Year Audits 2024-2028					
Service Categories	Year 1 (2024) Total Price	Year 2 (2025) Total Price	Year 3 (2026) Total Price	Option Year 1 (2027) Total Price	Option Year 2 (2028) Total Price
YARTS Financial Audit & SCO Reporting	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,210	\$ 11,210
Other (Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,210	\$ 11,210

MCRWMA Fiscal Year Audits 2024-2028					
Service Categories	Year 1 (2024) Total Price	Year 2 (2025) Total Price	Year 3 (2026) Total Price	Option Year 1 (2027) Total Price	Option Year 2 (2028) Total Price
MCRWMA Financial Audit & SCO Reporting	\$ 14,000	\$ 14,000	\$ 14,000	\$ 15,780	\$ 15,780
Other (Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 14,000	\$ 14,000	\$ 14,000	\$ 15,780	\$ 15,780

**Total not to exceed amount for the three-year contract and two one-year extensions
shall not exceed \$415,800.00.**

Item 6aviii

DATE: August 5, 2024

TO: Governing Board

FROM: Elizabeth Forte, Director of Planning and Programming

RE: Action - Approve project submittal for the State of Good Repair Program for FY 2024-25

SUMMARY

MCAG must submit a project list to Caltrans for the State of Good Repair (SGR) Program for FY 2024-25. The total amount available is \$496,581 and it is proposed to use these funds for preventative maintenance.

REQUESTED ACTION

Adopt Resolution No. 2024/08-15-04 authorizing the submittal of the FY 2024-25 SGR project list.

BACKGROUND

State of Good Repair funds are available for transit capital projects or services to maintain, modernize, or repair a transit operator's existing transit vehicle fleet or facilities. Funds may be used for the design, acquisition, and/or construction of new vehicles or facilities that improve existing transit services.

PAST ACTION TAKEN

August 2023	Approved project submittal for the State of Good Repair Program for Fiscal Year 2023-24
-------------	---

DISCUSSION

To be eligible for FY 2024/25 funding, transit agencies must provide a project list to the Regional Transportation Planning Agency (RTPA). As the RTPA for Merced County, MCAG must submit the list of projects along with a resolution of approval from its governing board.

The Merced County 2024-2025 estimates are:

SGR Estimates			
Agency	PUC 99313	PUC 99314	Total
TJPA	\$474,049	\$11,642	\$485,691
YARTS		\$10,890	\$10,890
Total	\$474,049	\$22,532	\$496,581

The Transit Joint Powers Authority for Merced County (TJPA) and Yosemite Area Regional Transportation System (YARTS) propose to use their SGR funds for Preventative Maintenance which includes routine vehicle maintenance such as brake pad replacements, oil changes, radiator flushes, transmission fluids, etc.

FISCAL IMPACT

There is no fiscal impact to MCAG.

STAFF CONTACT

Elizabeth Forte, Director of Planning and Programming, at Elizabeth.forte@mcagov.org.

ATTACHMENTS

Resolution No. 2024/08-15-04

RESOLUTION NO. 2024/08-15-04

**APPROVING THE PROJECT LIST FOR FY 2024-25
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, the California State of Good Repair (SGR) Program was authorized under Senate Bill 1, signed into law on April 28, 2017, to fund eligible transit maintenance, rehabilitation, and capital projects in order to maintain the public transit system in a state of good repair; and

WHEREAS, MCAG is an eligible project sponsor and may receive and distribute SGR funds to eligible project sponsors for eligible projects; and

WHEREAS, to be eligible for FY 2024/25 funding, transit agencies within Merced County must submit a project list to MCAG; and

WHEREAS, MCAG concurs with and approves the project list for the State of Good Repair Program funds.

NOW, THEREFORE, BE IT RESOLVED that the Merced County Association of Governments Policy Board hereby approves the SB1 State of Good Repair Project List for FY 2024-2025 as follows:

Transit Joint Powers Authority for Merced County (TJPA)
Preventative Maintenance - \$485,691

Yosemite Area Regional Transportation System (YARTS)
Preventative Maintenance - \$10,890

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Directors of the Merced County Association of Governments that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations, and guidelines for all SGR-funded transit capital projects.

The foregoing Resolution was adopted at the regular meeting of the Board of the Merced County Association of Governments, held on the 15th day of August, 2024 by

_____, who moved its adoption, which motion was duly seconded by _____, and which was adopted by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

AGENCY BOARD DESIGNEE:

BY: _____
Stacie Guzman, Executive Director
Merced County Association
of Governments

Paul Llanez, Chair
Merced County Association
of Governments

Date

ITEM 6aix

DATE: August 15, 2024

TO: Governing Board

FROM: Nav Bagri, Deputy Executive Director

RE: Action – SAFE Contract Renewal with California Highway Patrol

SUMMARY

Authorize the Executive Director or Deputy Executive Director to sign an agreement with California Highway Patrol for SAFE call answering services.

REQUESTED ACTION

Adopt Resolution No. 2024/08-15-06 approving an agreement with the California Highway Patrol for call answering services.

BACKGROUND

In 1996, the MCAG Governing Board authorized the formation of the Merced County Service Authority for Freeway Emergencies (SAFE) and the implementation of a Call Box Program. As technology advanced, the Governing Board chose in 2016 to eliminate all but 14 call boxes along State Route 152 west of Santa Nella. These call boxes have remained in place due to intermittent cell service. These 14 remaining call boxes were upgraded to 3G technology in 2016. All 14 call boxes also have TTY keyboards and screens.

PAST ACTION TAKEN

Month/Year	Action Taken
June 2018	Approved the agreement with California Highway Patrol

DISCUSSION

SAFE contracts with the California Highway Patrol (CHP) to handle calls from the Atwater Communications Center. This agreement expires on June 30, 2024. The new agreement will expire on June 30, 2027. CHP requires the contract renewal to be accompanied by a resolution of the governing body of the local SAFE.

FISCAL IMPACT

The fiscal impact is up to \$1,800 in expenses per year for three years.

STAFF CONTACT

Nav Bagri, Deputy Executive Director at 209-617-6974 or nav.bagri@mcagov.org

ATTACHMENTS

Resolution No. 2024/08-15-06



**MERCED COUNTY ASSOCIATION OF GOVERNMENTS
RESOLUTION No. 2024/8-15-06**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL AND THE MERCED COUNTY SERVICE AUTHORITY FOR FREEWAY
EMERGENCIES (SAFE) CALL BOX PROGRAM**

WHEREAS, in June 1995 the Merced County Association of Governments (MCAG) Governing Board directed staff to work with the local jurisdictions to implement of the Service Authority for Freeway Emergencies (SAFE) program; and

WHEREAS, the MCAG Governing Board was designated and authorized the SAFE agency in January 1996; and

WHEREAS, the Department of Motor Vehicles began collecting funds for the SAFE agency in 1996; and

WHEREAS, the MCAG Governing Board, authorized as the SAFE agency for Merced County, has implemented a call box program, which was implemented in two phases and upgraded to TTY compatible in June 2006; and

WHEREAS, This Agreement, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer agreements need to be executed with the State of California Department of California Highway Patrol before such funds could be claimed; it is understood that Merced County SAFE funds for the program under this Agreement are being funded from Department of Motor Vehicles (DMV) Registration Fees pursuant to California Vehicle Code Section 9250.10 and

WHEREAS, the MCAG Governing Board, authorized as the SAFE agency for Merced County desires to enter into an agreement with the California Highway Patrol (CHP); and

WHEREAS, this agreement is for services and assistance provided by the CHP in accordance with the *"CHP/Caltrans Call Box and Motorist Aid Guidelines"*, including call answering services and providing emergency assistance as necessary.

NOW THEREFORE, BE IT RESOLVED, that the Merced County Association of Governments adopts the above resolution approving the Merced County Service Authority for Freeway Emergencies (SAFE) Call Box and Other Motorist Aid Systems agreement with the State of California Department of California Highway Patrol and authorizing the Executive Director or Deputy Executive Director to sign all documents pertaining to the agreement for call box services.

The foregoing resolution was approved by the MCAG Governing Board on August 15, 2024, by _____, who moved its adoption, which motion was duly seconded by _____ and which was adopted by the following vote:



AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Merced County Association of Governments duly adopted at a regular meeting thereof held on the 15st day of August 2024.

Signed:

Signed:

Stacie Guzman, Executive Director
Merced County Association of Governments

Paul Llanez, Chairperson
Merced County Association of Governments
Governing Board



ITEM 6bi

DATE: August 15, 2024

TO: Governing Board

FROM: Mary-Michal Rawling, Public Affairs Manager

RE: Action– Adopt resolution 2024/08-15-02 affirming the Transit Joint Powers of Authority conflict of interest code

SUMMARY

All government agencies in the State of California are required to examine their conflict of interest code every two years. The Transit Joint Powers of Authority (TJPA) conflict of interest code as it is written satisfies all of the agency's requirements and the attached resolution is a reaffirmation of the Transit Joint Powers of Authority current policy.

REQUESTED ACTION

Adopt resolution 2024/08-15-02 affirming the current Transit Joint Powers of Authority conflict of interest code with minor edits.

BACKGROUND

The law requires that every multi-county agency have a conflict of interest code which identifies all agency officials and employees who make or participate in making governmental decisions. Conflict of Interest codes are a fundamental tool to ensuring the public's trust in government officials.

It is essential and legally required that an agency's conflict of interest code reflect the current structure of its organization and properly identify officials who should be filing Statements of Economic Interests (Form700).

A conflict of interest code must:

- Provide reasonable assurance that all financial interests that pose a foreseeable conflict of interest will be disclosed; and
- Provide to each affected person a clear and specific statement of his or her disclosure requirements; and
- Adequately differentiate between designated employees with different powers and responsibilities.

PAST ACTION TAKEN

October 2016	The Governing Board adopted Resolution No. 2016/10-20-04 authorizing the Executive Director to establish a conflict of interest code.
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DISCUSSION

The California Fair Political Practices Commission requires multi-county agencies to review their conflict of interest code every two years to determine whether any amendments are required. Amendments may be needed if positions are renamed or eliminated, employees' duties shift, or the organizational structure is modified.

Upon review of the TJPA conflict of interest code it was determined that no major amendments are needed at this time. Minor amendments include edits of staff members' titles who are required to submit an annual statement of economic interests. As such, legal counsel recommends the Governing Board take action via resolution to confirm the agency's policy as it is written with minor edits.

FISCAL IMPACT

No fiscal impact.

STAFF CONTACT

Mary-Michal Rawling, Public Affairs Manager, at mary-michal.rawling@mcagov.org or (209) 723-3153 x119.

ATTACHMENTS

Resolution 2024/08-15-02



RESOLUTION NO. 2024/08-15-02

**RESOLUTION OF THE TRANSIT JOINT POWERS AUTHORITY FOR MERCED COUNTY CONFIRMING TJPA
CONFLICT OF INTEREST CODE**

BE IT RESOLVED AS FOLLOWS:

SECTION 1: CONFLICT OF INTEREST CODE -ADOPTED. The Political Reform Act, Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which public officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest code of the Merced County Transit Joint Power Authority, which is considered the "agency" within the purview of this code.

SECTION 2: CONFLICT OF INTEREST CODE -STATEMENTS. Designated employees shall file their statements with the Transit's Clerk, who shall be and perform the duties of filing officer for Transit. Statements will be available for inspection and reproduction pursuant to Government Code section 81008.

SECTION 3: SAVINGS CLAUSE. Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

PASSED AND ADOPTED by the Board of Directors of the Merced County Transit Joint Powers Authority at a regular meeting held on the 15th day of August, 2024, by the following called vote:

AYES:

NOES:

ABSENT:

APPROVED:



Stacie Guzman, Executive Director
Merced County Association of Governments

Paul Llanez, Chair
Merced County Association of Governments
Governing Board

MERCED COUNTY TRANSIT JOINT POWERS AUTHORITY
CONFLICT OF INTEREST CODE
APPENDIX "A"

"Public Official at any level of state or local government" means a member, officer, employee, or consultant of a state or local government agency. The term "public official" also includes individuals who perform the same or substantially the same duties as an individual holding an office or a position listed in Government Code section 87200, including "other public officials who manage public investments" as that term is defined in 2 California Code of Regulations section 18720.

- (1) "Member" shall include, but not be limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commission possess decision-making authority whenever:
 - (A) It may make a final governmental decision;
 - (B) It may compel a governmental decision, or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may not be overridden; or
 - (C) It makes substantive recommendations, which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.
- (2) A "designated employee" is an officer, employee, member or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions which may foreseeably have a material effect on any financial interest. (Government Code section 82019)
 - (A) *Making* a governmental decision means the person:
 1. Votes on a matter;
 2. Appoints a person;

3. Obliges or commits his or her agency to any course of action; or
4. Enters into any contractual agreement on behalf of his or her agency.

(B) *Participating in the making of a decision* means the person:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or
2. Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

The term "designated employee" does not include:

- Public officials specified in Government code section 87200:

County Supervisors
City Council Members
Mayors
City Managers/County CAOS
City Attorneys/County Counsel
Treasurers, Tax Collectors, Auditors and
Controllers, and Assessors
Other city, county and local agency public officials
who manage public investments

- Solely clerical, ministerial or manual positions;
- Unsalaries members of boards or commissions, which are solely advisory.

(3) "Consultant" means an individual whom, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certification, approval, order or similar authorization or entitlement;
 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 6. Grant agency approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any subdivision thereof; or
- (B) Serves in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The Executive Director or designee may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file Form 700:

Transit Board members and alternates, including

1. Board of Supervisors or alternates
2. City Councilpersons and alternates

Designated Employees/Consultants

3. Executive Director
4. Deputy Executive Director/Chief Financial Officer
5. Transit Director
6. General Counsel

All of the above are category 1 filers who must disclose all investments and business positions in business entities, sources of income and interests in real property.

ITEM 6ci

DATE: August 15, 2024

TO: Governing Board

FROM: Mary-Michal Rawling, Public Affairs Manager

RE: Action – Adopt resolution 2024/08-15-03 affirming the Merced County Regional Waste Management Authority conflict of interest code

SUMMARY

All government agencies in the State of California are required to examine their conflict of interest code every two years. The Merced County Regional Waste Management Authority (MCRWMA) conflict of interest code as it is written satisfies all of the agency's requirements and the attached resolution is a reaffirmation of Merced County Regional Waste Management Authority current policy.

REQUESTED ACTION

Adopt resolution 2024/08-15-03 affirming the current Merced County Regional Waste Management Authority conflict of interest code with minor edits.

BACKGROUND

The law requires that every multi-county agency have a conflict of interest code which identifies all agency officials and employees who make or participate in making governmental decisions. Conflict of Interest codes are a fundamental tool to ensuring the public's trust in government officials.

It is essential and legally required that an agency's conflict of interest code reflect the current structure of its organization and properly identify officials who should be filing Statements of Economic Interests (Form 700).

A conflict of interest code must:

- Provide reasonable assurance that all financial interests that pose a foreseeable conflict of interest will be disclosed; and
- Provide to each affected person a clear and specific statement of his or her disclosure requirements; and
- Adequately differentiate between designated employees with different powers and responsibilities.

PAST ACTION TAKEN

October 2016	The Governing Board adopted Resolution No. 2016/10-20-04 authorizing the Executive Director to establish a conflict of interest code.
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DISCUSSION

The California Fair Political Practices Commission requires multi-county agencies to review their conflict of interest code every two years to determine whether any amendments are required. Amendments may be needed if positions are renamed or eliminated, employees' duties shift, or the organizational structure is modified.

Upon review of the RWA conflict of interest code it was determined that no major amendments are needed at this time. Minor amendments include edits to staff members' titles required to submit an annual statement of economic interests. As such, legal counsel recommends the Governing Board take action via resolution to confirm the agency's policy as it is written with minor edits.

FISCAL IMPACT

No fiscal impact.

STAFF CONTACT

Mary-Michal Rawling, Public Affairs Manager, at mary-michal.rawling@mcagov.org or (209) 723-3153 x119.

ATTACHMENTS

Resolution 2024/08-15-03



RESOLUTION NO. 2024/08-15-03

RESOLUTION OF THE MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY BOARD CONFIRMING MCRWMA CONFLICT OF INTEREST CODE

BE IT RESOLVED AS FOLLOWS:

SECTION 1: CONFLICT OF INTEREST CODE - ADOPTED. The Political Reform Act, Government Code Section 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Practices Commission are hereby incorporated by reference and, along with the attached Appendix A in which public officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest code of the Merced County Regional Waste Management Authority, which is considered the "agency" within the purview of this code.

SECTION 2: CONFLICT OF INTEREST CODE - STATEMENTS. Designated employees shall file their statements with the MCRWMA Clerk, who shall be and perform the duties of filing officer for MCRWMA. Statements will be available for inspection and reproduction pursuant to Government Code section 81008.

SECTION 3: SAVINGS CLAUSE. Any change provided for in this Conflict of Interest Code shall not affect or excuse any offense or act committed or done or omission or any penalty or forfeiture incurred or accruing under any other

Conflict of Interest Code; nor shall it affect any prosecution, suit, or proceeding pending or any judgment rendered in connection with any other Conflict of Interest Code.

PASSED AND ADOPTED by the Board of Directors of the Merced County Regional Waste Management Authority at a regular meeting held on the 15th day of August, 2024, by the following called vote:

The above resolution was approved by the Merced County Association of Governments Governing Board by _____ who moved its adoption, and seconded by _____ and which was adopted by the following vote:

AYES:

NOES:



ABSENT:

APPROVED:

Stacie Guzman, Executive Director
Merced County Association of Governments

Paul Llanez, Chair
Merced County Association of Governments
Governing Board

MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY
CONFLICT OF INTEREST CODE
APPENDIX "A"

"Public Official at any level of state or local government" means a member, officer, employee, or consultant of a state or local government agency. The term "public official" also includes individuals who perform the same or substantially the same duties as an individual holding an office or a position listed in Government Code section 87200, including "other public officials who manage public investments" as that term is defined in 2 California Code of Regulations section 18720.

- (1) "Member" shall include, but not be limited to, salaried or unsalaried members of boards or commissions with decision-making authority. A board or commission possess decision-making authority whenever:
 - (A) It may make a final governmental decision;
 - (B) It may compel a governmental decision, or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto which may not be overridden; or
 - (C) It makes substantive recommendations, which are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.
- (2) A "designated employee" is an officer, employee, member or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions which may foreseeably have a material effect on any financial interest. (Government Code section 82019)
 - (A) *Making* a governmental decision means the person:
 1. Votes on a matter;
 2. Appoints a person;

3. Obligates or commits his or her agency to any course of action; or
4. Enters into any contractual agreement on behalf of his or her agency.

(B) *Participating in the making* of a decision means the person:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; or
2. Advises or makes recommendations to the decision-maker by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

The term "designated employee" does not include:

- Public officials specified in Government code section 87200:
 County Supervisors
 City Council Members
 Mayors
 City Managers/County CAOS
 City Attorneys/County Counsel
 Treasurers, Tax Collectors, Auditors and
 Controllers, and Assessors
 Other city, county and local agency public officials
 who manage public investments
- Solely clerical, ministerial or manual positions;
- Unsalaries members of boards or commissions, which are solely advisory.

(3) "Consultant" means an individual whom, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
 2. Adopt or enforce a law;
 3. Issue, deny, suspend, or revoke any permit, license, application, certification, approval, order or similar authorization or entitlement;
 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
 6. Grant agency approval to a plan, design, report, study, or similar item;
 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any subdivision thereof; or
- (B) Serves in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The Executive Director or designee may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended:

List of Public Officials required to file Form 700:

MCRWMA Board members and alternates, including

1. Board of Supervisors
2. City Councilpersons and alternates

Designated Employees/Consultants

3. Executive Director
4. Deputy Executive Director/Chief Financial Officer
5. Director of Regional Waste Authority
6. General Counsel

All of the above are category 1 filers who must disclose all investments and business positions in business entities, sources of income and interests in real property.

ITEM 7a

DATE: August 6, 2024

TO: Governing Board

FROM: Elizabeth Forte, Director of Planning and Programming

RE: Action – Adopt 2025 Federal Transportation Improvement Program, 2022 Regional Transportation Plan Amendment 2, and Corresponding Air Quality Conformity Analysis

SUMMARY

The Draft 2025 Federal Transportation Improvement Program (FTIP), 2022 Regional Transportation Plan (RTP) Amendment 2, and Corresponding Air Quality Conformity Analysis were released for public review on July 3, 2024. The public review period ended on August 2, 2024. Comments were received from Caltrans and are included in the final drafts. Minor edits to the drafts were also made; they are noted in the response to comments. Staff is recommending approval of these documents.

REQUESTED ACTION

Adopt 2025 Federal Transportation Improvement Program, 2022 Regional Transportation Plan Amendment 2, and Corresponding Air Quality Conformity Analysis via Resolution no. 2024/08-15-05.

BACKGROUND

The 2022 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) is a long-term coordinated transportation and land use strategy designed to meet the needs of Merced County out to the horizon year of 2046. RTPs are adopted every four years. The 2022 RTP/SCS was adopted by MCAG on August 18, 2022. The RTP/SCS is fiscally constrained; projects planned in the RTP/SCS must be based on assumed revenue projections and estimated project completion dates.

The Federal Transportation Improvement Program (FTIP) is a short-term document detailing projects and their federal funding sources that are scheduled for implementation in Merced County over the next four years – fiscal years 2024/25 through 2027/28. FTIPs are adopted every two years. Projects with federal funding, or those considered regionally significant that require a federal action, such as environmental clearance, must be included in the FTIP.

PAST ACTION TAKEN

August 2022	MCAG Governing Board adopted the 2022 RTP, FTIP, and Conformity Analysis
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DISCUSSION

Every two years MCAG updates the FTIP. Two new years of funding capacity are added each cycle. The

2023 FTIP covers years 2022/23 through 2025/26, and the 2025 FTIP will cover years 2024/25 through 2027/28. The Draft 2025 FTIP included a number of new projects, such as projects from Caltrans' adopted 2024 State Highway Operation and Protection Program (SHOPP), the California Transportation Commission and Caltrans' 2024 State Transportation Improvement Program (STIP), and new CMAQ projects selected by the MCAG Board in the last call for projects. During the development of the Draft 2025 FTIP, MCAG staff conferred with local jurisdictions, Caltrans, and other agencies regarding new projects and project updates.

A 2022 Regional Transportation Plan Amendment is proposed in conjunction with the Draft 2025 FTIP. The two documents must be consistent, and agencies submitted project updates relevant to the 2022 RTP, such as estimated schedule changes.

Since MCAG is part of the San Joaquin Valley Air Basin, which is in non-attainment for ozone and particulate matter pollutants, MCAG also prepared an air quality conformity analysis on the Draft 2025 FTIP and 2022 RTP Amendment 2. These documents meet all air quality requirements and are consistent with all required air quality plans (State Implementation Plans/SIPs).

The public comment period for the Draft 2025 FTIP, Draft 2022 RTP Amendment 2, and corresponding air quality conformity analysis began on July 3, 2024 and closed on August 2, 2024. A public hearing was held at the MCAG Governing Board meeting on July 18th at 3:00 p.m. and no comments were presented. Caltrans submitted written comments during the review period, on each the FTIP and Air Quality Conformity documents. The comments and responses to the comments are published in the appendices of the revised final drafts of the respective documents. The revised final drafts of all documents can be accessed at: <https://www.mcagov.org/215/Federal-Transportation-Improvement-Progr>. It is requested that the drafts are approved as final documents at the meeting on August 15th. Once approved, they will be submitted to state and federal agencies for review and approval. Final approval is expected in December 2024.

FISCAL IMPACT

The Draft 2025 FTIP includes over \$442 million in transportation project funding between fiscal years 2024/25 and 2027/28.

STAFF CONTACT

Elizabeth Forte, Director of Planning and Programming, at Elizabeth.forte@mcagov.org.

ATTACHMENTS

1. Resolution 2024/08-15-05 adopting the 2025 FTIP, RTP Amendment 2, and corresponding air quality conformity analysis.
2. The final drafts of the 2025 FTIP, 2022 RTP Amendment 2, and corresponding air quality conformity analysis can be found under separate cover here: <https://www.mcagov.org/215/Federal-Transportation-Improvement-Progr>



**MERCED COUNTY ASSOCIATION OF GOVERNMENTS GOVERNING BOARD
RESOLUTION NO. 2024/08-15-05**

**ADOPTING THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS
2025 FTIP, RTP AMENDMENT 2,
AND CORRESPONDING CONFORMITY ANALYSIS**

WHEREAS, the Merced County Association of Governments (MCAG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO), pursuant to State and Federal designation; and

WHEREAS, federal planning regulations require Metropolitan Planning Organizations to prepare and adopt a long range Regional Transportation Plan (RTP) for their region; and

WHEREAS, a 2022 Regional Transportation Plan Amendment 2 (2022 RTP Amendment 2) has been prepared in full compliance with federal guidance; and

WHEREAS, a 2022 Regional Transportation Plan Amendment 2 has been prepared in accordance with state guidelines adopted by the California Transportation Commission; and

WHEREAS, federal planning regulations require that Metropolitan Planning Organizations prepare and adopt a short range Federal Transportation Improvement Program (FTIP) for their region; and

WHEREAS, the 2025 Federal Transportation Improvement Program (2025 FTIP) has been prepared to comply with Federal and State requirements for local projects and through a cooperative process between the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the State Department of Transportation (Caltrans), principal elected officials of general purpose local governments and their staffs, and public owner operators of mass transportation services acting through the MCAG forum and general public involvement; and

WHEREAS, the 2025 FTIP program listing is consistent with: 1) the 2022 Regional Transportation Plan Amendment 2; 2) the 2024 State Transportation Improvement Program; and 3) the corresponding Conformity Analysis; and

WHEREAS, the 2025 FTIP contains the MPO's certification of the transportation planning process assuring that all federal requirements have been fulfilled; and

WHEREAS, the 2025 FTIP and 2022 RTP Amendment 2 meets all applicable transportation planning requirements per 23 CFR Part 450; and

WHEREAS, the Merced County Association of Governments has integrated into its metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in other State transportation plans and transportation processes, as well as any plans developed under 49 U.S.C. Chapter 53 by providers of public transportation, required as part of a performance-based program; and

WHEREAS, projects submitted in the 2025 FTIP and 2022 RTP Amendment 2 must be financially constrained and the financial plan affirms that funding is available; and

WHEREAS, the MPO must demonstrate conformity per 40 CFR Part 93 for the RTP and FTIP; and

WHEREAS, the corresponding Conformity Analysis supports a finding that the 2025 FTIP and 2022 RTP Amendment 2 meet the air quality conformity requirements for ozone and particulate matter; and

WHEREAS, the 2025 FTIP and 2022 RTP Amendment 2 do not interfere with the timely implementation of the Transportation Control Measures; and

WHEREAS, the 2025 FTIP and 2022 RTP Amendment 2 conform to the applicable SIPs; and

WHEREAS, the documents have been widely circulated and reviewed by MCAG advisory committees representing the technical and management staffs of the member agencies; representatives of other governmental agencies, including State and Federal; representatives of special interest groups; representatives of the private business sector; and residents of Merced County consistent with public participation process adopted by MCAG; and

WHEREAS, a public hearing was conducted on July 18, 2024 to hear and consider comments on the 2025 FTIP, 2022 RTP Amendment 2, and corresponding Conformity Analysis;

NOW, THEREFORE, BE IT RESOLVED, that MCAG adopts the 2025 FTIP Amendment, 2022 RTP Amendment 2, and corresponding Conformity Analysis.

BE IT FURTHER RESOLVED, that the MCAG finds that 2025 FTIP and 2022 RTP Amendment 2 are in conformity with the requirements of the Federal Clean Air Act Amendments and applicable State Implementation Plans for air quality.

BE IT FURTHER RESOLVED, that the public participation efforts for the 2025 FTIP satisfy the Program of Projects (POP) requirements of the Federal Transit Administration (FTA) Urbanized Area Formula Program Section 5307 and Bus and Bus Facilities Program Section 5339.

THE FOREGOING RESOLUTION was passed and adopted by MCAG this 15th day of August, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed:

Paul Llanez, Chair

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the MCAG, duly adopted at a regular meeting thereof held on the 15th day of August, 2024.

Signed: _____
Stacie Guzman, Executive Director

ITEM 7b

DATE: August 2, 2024

TO: Governing Board

FROM: Christopher Winkels, Assistant Planner

RE: Action – Adopt Policy Update and Release Call for Projects for the Congestion Mitigation and Air Quality Program

SUMMARY

There is approximately \$8.5 million of Congestion Mitigation and Air Quality (CMAQ) funds available to program to new projects. The awarding of these funds to projects is guided by the agency's CMAQ and Carbon Reduction Program (CRP) Policies and Procedures.

This item requests Board approval of the updated policy and procedures document and the release of a new Call for Projects for available CMAQ funds.

REQUESTED ACTION

Adopt the updated CMAQ and CRP Policies and Procedures, and direct staff to release a Call for Projects.

BACKGROUND

Congestion Mitigation and Air Quality

Congestion Mitigation and Air Quality is a federal program with the primary goals of improving air quality and reducing congestion. CMAQ provides funding for transportation projects or programs that can be implemented quickly and that will contribute to a region's attainment or maintenance of the National Ambient Air Quality Standards for ozone and particulate matter (both PM10 and PM2.5). The San Joaquin Valley region is designated as nonattainment for ozone and PM2.5, and attainment for PM10. These are the three criteria pollutants for the Merced region.

Per the federal CMAQ program guidance, minimum project/program eligibility criteria are as follows:

- It must be transportation-related;
- It must generate an emissions reduction; and
- It must be located in or benefit a nonattainment or maintenance area.

The Merced region receives about \$4 million in CMAQ funds per year. The MCAG Governing Board directs the programming of these funds to eligible projects sponsored by the local agencies. Some examples of eligible projects include:

- Transit service expansion and capital;
- Ridesharing, carpooling, and vanpooling;
- Active transportation (bicycle and pedestrian) projects;
- Traffic signal synchronization;
- (Some) traffic flow improvements (e.g. roundabout, auxiliary/turn lane, signals synchronization, etc.);
- Publicly-accessible electric vehicle charging stations.

In the past, MCAG has programmed CMAQ for a variety of purposes including transit projects and programs, rideshare marketing, bicycle and pedestrian projects, and traffic flow improvements.

PAST ACTIONS TAKEN

October 2022	MCAG Governing Board adopted the updated CMAQ Policies and Procedures and authorized the release of the Call for Projects.
February 2023	MCAG Governing Board adopted Formal Amendment 2 to the 2023 Federal Transportation Improvement Program, which programmed \$3 million of CMAQ to projects.

DISCUSSION

In the last Call for Projects all projects with delivery schedules within the time period of the 2023 Federal Transportation Improvement Program were funded. MCAG’s Draft 2025 Federal Transportation Improvement Program has been prepared and released for public review. There is \$8.5 million available in CMAQ funds in the 2025 FTIP’s four-year programming period. Local jurisdictions have approached MCAG staff with project ideas and have requested a Call for Projects. It is expected that many new applications will be received with this additional Call for Projects.

A Note on Street Sweepers

Several years ago, street sweepers were funded with this program. They are very effective at reducing particulate matter pollution. However, since approximately 2017, they stopped being federally approved because the equipment did not comply with Build America Buy America (BABA) requirements. Under the Buy America guidelines, projects can move forward with a waiver, but waivers were only being approved in special circumstances, such as for major bridges, ferries, and port projects – not for street sweepers.

As of August 2023, the Federal Highway Administration authorized a process for De Minimis Costs and Small Grants Waivers. Per the FHWA, the small grants portion of the new process “waives the application of FHWA’s Buy America requirements for steel or iron and BABA’s requirements for construction materials under a single financial assistance award when the total amount of Federal financial assistance applied to the project, through awards or subawards, is less than \$500,000.”

Under this new regulation, street sweeper projects are once again feasible. Agencies may submit street sweeper applications; they will be scored along with the other applying projects and the project sponsor

will work with Caltrans to ensure Buy America requirements are met – MCAG staff will not make Buy America compliance determinations.

Updates to the Policies and Procedures

The attached policies and procedures include minor narrative updates from the prior version and a proposed change to the scoring criteria; edits include updating outdated information, streamlining the project readiness element of the scoring criteria, and adding safety to the scoring rubric.

- Removed: “Diesel off-road equipment replacements will no longer be eligible.”
- Proposed scoring change:

From:	To:
Project Readiness = 10 points	Project Readiness = 10 points
Requesting right of way = - 10 points	Safety = 10 points
Railroad agreement need = - 10 points	
Utility location need = - 10 points	

The policies and procedures require project sponsors to provide and commit to project schedules. The schedules should inherently account for activities such as utility relocation. It is the project sponsor’s responsibility to maintain project schedules or request funding in a later year, if funds are available. It is also recommended to add points for integrating safety elements into projects; this will help MCAG make progress towards the federally-required Transportation Performance Measure PM1 – Safety and also supports the goals of MCAG and the plans the agency develops.

Call for Projects

The following is the proposed/estimated schedule for the 2024 CMAQ Call for Projects:

August 15	Approve Policies and Procedures and authorize Call for Projects
August 30	Release Call for Projects
October 11	Deadline for applications
Week of October 21	Applications will be provided to the CMAQ committee for review
Week of October 28	CMAQ committee evaluates applications
November 21	Governing Board action (estimated)

FISCAL IMPACT

This action does not impact the MCAG budget.

STAFF CONTACT

Christopher Winkels, Assistant Planner, at (209) 723-3153 ext. 127 or Christopher.winkels@mcagov.org

ATTACHMENTS

CMAQ and CRP Policies and Procedures



Congestion Mitigation and Air Quality (CMAQ) and Carbon Reduction Program (CRP) Policies and Procedures

Adopted (month day), 2024

BACKGROUND

Congestion Mitigation and Air Quality (CMAQ) is a federal program, with the primary goals of improving air quality and reducing congestion. CMAQ provides funding for transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards for ozone and particulate matter (both PM₁₀ and PM_{2.5}).

The Carbon Reduction Program (CRP) was established in 2021. CRP projects are required to reduce transportation emissions. CRP policies are aligned with all CMAQ policies in this document, unless otherwise noted.

Per the federal CMAQ program guidance, project/program eligibility criteria are as follows:

- It must be transportation-related;
- It must generate an emissions reduction.
- It must be located in or benefit a nonattainment or maintenance area.

Designated as nonattainment for ozone and PM_{2.5}, and attainment for PM₁₀, Merced County receives CMAQ and CRP funds, which are managed by the Merced County Association of Governments (MCAG). Federal CMAQ apportionment levels are provided to regions for the Federal Transportation Improvement Program (FTIP) quadrennial period. The MCAG Governing Board programs these funds to eligible projects.

Some examples of eligible projects include:

- Transit capital;
- Transit service improvements;
- Traffic flow improvements (not typically CRP-eligible);
- Bicycle and pedestrian projects;
- Alternative fueling/EV infrastructure;
- Ridesharing, carpooling, and vanpooling; and
- Traffic signal synchronization (not CRP-eligible).

PROGRAM GOALS:

- Goal #1:** Achieve air quality conformity. This includes funding transportation control measures as needed.
- Goal #2:** Obligate all CMAQ and CRP funding allocated, losing none.
- Goal #3:** Supplement transit service as needed.
- Goal #4:** Implement the San Joaquin Valley Cost-Effectiveness Policy threshold, which is to invest 20% of the current FTIP quadrennial CMAQ capacity on Highly Cost-Effective (HCE) projects.
- Goal #5:** Fund quality-of-life projects, which are usable by the general public.
- Goal #6:** Fund projects that reduce Greenhouse Gas (GHG) emissions.
- Goal #7:** Fund projects that benefit Disadvantaged Communities.

To ensure quality-of-life benefits and economic health in Merced County, the primary objective of the transportation system must be the safe and efficient movement of people and goods. Public transit is an economically and environmentally sound alternative to transportation by Single Occupancy Vehicles (SOVs). Within Merced County, travel by public transit, by bicycle and on foot must be an attractive alternative.

PROGRAM POLICY & PROCEDURES:

1. Staff will review and report project status at least once a year, or more frequently, as long as unobligated balances exist in the current federal fiscal year.
2. Projects in jeopardy of failing to meet obligation deadlines may be postponed to the next fiscal year, and other projects that can be delivered quickly may be advanced, as necessary.
3. A committee may be convened as necessary to review project implementation and make recommendations for programming adjustments.
4. Transportation Control Measures (TCMs) demonstrate federally-required, air quality conformity and are considered a priority for delivery.

5. The region is committed to invest 20% of each four-year CMAQ total for highly cost-effective projects and programs (“HCE projects”). This is currently defined as those which cost \$63 or less per pound of criteria pollutant reduced. Priority will be given to HCE projects when applications are being considered. Applications for HCEs will be accepted until the region has met its 20% commitment.
6. Emission benefits and cost-effectiveness will be calculated using the methods of the California Air Resources Board (ARB) and those tools developed by the Federal Highway Administration (FHWA). MCAG staff will review emissions calculations to ensure fair comparison across projects.
7. A “Call for Projects” shall be issued, as needed, when CMAQ capacity is available for programming. The CMAQ committee shall review, evaluate, and score project applications and recommend projects for programming.
8. Projects will be evaluated on a region-wide competitive basis with no geographic equity guarantees.
9. All project applications must document all of the following information:
 - Project total cost and CMAQ/CRP cost, by phase and by year;
 - Total emission reductions;
 - Cost-effectiveness of CMAQ/CRP dollars;
 - Project schedule.
10. Quality-of-life projects must include proof of public vetting. This may include letters of support, inclusion in an approved plan (i.e. Bicycle and/or Pedestrian Plan), minutes from public meetings/workshops, etc.
11. If a CMAQ project has a cost overrun, if CMAQ capacity is available, the executive director has the discretion to program up to 20% of project cost on a first-come basis. If the cost overrun exceeds 20%, then the project will need to be adjusted or increased funding will require MCAG Board approval.
12. Delays and advancements of projects will be considered on a case-by-case basis. Advances are very often able to be accommodated. Significant cost increases, schedule delays, or scope changes will be presented to the MCAG Board for action.
13. If a project sponsor proposes to downsize significantly from originally-approved scope, prior to obligation of construction funds, then project benefits will need to be reevaluated.
14. If project funding or savings gets deprogrammed, then it goes back into the overall balances for reprogramming at the MCAG Board’s discretion.

15. MCAG requires assurance of timely delivery of programmed CMAQ projects. Each project application must include a formal council/board action indicating that the project will meet project delivery schedules.
16. MCAG will set aside CMAQ funds for the following, ongoing TCM programs:
 - Public outreach, education, and marketing for “The Bus”,
 - Public outreach, education, and marketing for Yosemite Area Regional Transportation System (YARTS); and
 - Rideshare and vanpool program.
17. For paving dirt alleyways, the minimum vehicles per day (VPD) is 25 for each applied-for alleyway.

For dirt roadway and shoulder paving projects, the minimum average daily trip (ADT) is 500 for each applied-for roadway.

To align with the San Joaquin Valley Cost-Effectiveness Policy’s goal to distribute at least 20% of CMAQ funds to projects that are Highly Cost-Effective (\$63/lb. or less), the funding maximum for dirt road and shoulder paving projects is \$1,700,000 for this call.
18. Highly Cost Effective (HCE) traffic flow improvements are to be considered higher priority than paving projects regardless of cost-effectiveness results. HCE refers to having a calculated benefit of \$63 per pound of criteria pollutants or better. Project scoring will reflect this policy.
19. If the Federal Highway Administration (FHWA) deobligates (rescinds) all or a portion of a project’s funds MCAG will not restore the funding and subsequent phases will be deprogrammed or not be funded and programmed. This FHWA deobligation of federal funding is due to the lack of project progress and activity, which occurs when the project sponsor does not make progress on projects and submit regular invoices to Caltrans for federal reimbursements of eligible work activities.
20. If the project's Construction is programmed in the FTIP quadrennial period and if the project demonstrates construction-readiness (Federal environmental clearance and Right-of-way Certification), MCAG will consider usage of Expedited Project Selection Procedure (EPSP) to advance the construction funding.
21. Electric vehicle charging stations, made available to the public, will be CMAQ-eligible. The project applicant must be a member jurisdiction. The CMAQ application must include detailed information to demonstrate Buy America compliance in order to be considered an eligible project for MCAG consideration.

CMAQ/CRP COMMITTEE:

The purpose of this Committee is to evaluate and score CMAQ/CRP applications as submitted during the “Call for Projects.” The Committee will make a recommendation to the Board of projects/programs to award and program.

Membership of this Committee shall be composed of one representative from each of the following agencies: Atwater, Dos Palos, Gustine, Livingston, Los Banos, Merced, County of Merced, Caltrans District 10, and MCAG.

PROJECT APPLICATION SCORING:

When sufficient CMAQ/CRP capacity warrants, staff will seek the Board’s approval to release a competitive “Call for Projects.” Staff will review and assess project applications for their completeness and eligibility. The scoring committee will be convened to evaluate and score project applications and make a recommendation for programming. The following scoring factors will be used to rank the project applications.

- Cost-effectiveness: 20 points
 - Priority is given to Highly Cost-Effective projects (\geq \$63/lb.)
 - If not a dirt road or shoulder paving project, score = 20 points if application is determined to be HCE, regardless of calculated cost-effectiveness score.
- Vehicle Miles Traveled Reduction: 10 points
 - Reduction of Vehicle Miles Traveled (VMT) results in reduction of GHG emissions
- Benefits Disadvantaged Community: 5 points
 - See <http://www.calepa.ca.gov/EnvJustice/GHGInvest/>
 - Partial points could be awarded if:
 - project location is partially in a disadvantaged community,
 - if not in a disadvantaged community, but benefits to one which could be explained.
- Subjective Evaluation: 15 points
 - Such considerations may include, but are not limited to: functionality, connectivity, accessibility, improving quality of life, supportive of economic activity such as goods movement.
- Safety: 10 Points
 - Project includes safety elements to increase transportation safety for all road users
- Project Readiness: 10 Points

- Considerations may include, but are not limited to: Right of Way Acquisition, other sources of funding, coordination with corporate or governmental agencies, etc.

ITEM 7c

DATE: August 1, 2024

TO: Governing Board

FROM: Mary-Michal Rawling, Public Affairs Manager

RE: Action – Adopt 2025 One Voice program goals and schedule

SUMMARY

Staff is requesting action to formalize the structure of the 2024 One Voice program.

REQUESTED ACTION

Adopt the 2024 One Voice program goals and schedule.

BACKGROUND

One Voice is a legislative program for the Merced County region that promotes issues of regional significance to federal legislators and agencies through an annual trip to Washington D.C. The purpose of the program is to advocate for increased funding and/or new or amended legislation. The program is completed with support provided by Townsend Public Affairs, the Agency's contracted federal lobbyist. The three-year contract with Townsend Public Affairs was authorized by the Governing Board in November 2022 and commenced in January 2023.

In June, MCAG staff presented the 2024 One Voice program summary report. This included the consensus feedback of the 2024 delegates on how to improve One Voice next year which will be considered for inclusion in the 2025 program.

PAST ACTION TAKEN

Month/Year	Action
August 2018	Board adopted updated program guidelines.
November 2022	Board authorized contract with Townsend Public Affairs for federal lobbying services and commensurate dues increase.
March 2024	Board adopted 2024 Policy Platform.

DISCUSSION

Program Goals

For the 2025 program, staff proposes the Governing Board adopt the following program goals that

have primarily been in place since 2018:

- Limit delegation to representatives from jurisdictions (2-3 per jurisdiction), MCAG staff, and Townsend staff. When appointing their delegates, jurisdictions should include one senior member of their staff to support their elected officials.*
- Make clear connections between the One Voice policy platform and current legislation and regulations.
- Set policy priorities based on current federal opportunities.
- Focus on 2-4 policies that are regional in scope rather than small, unique requests that will only benefit one jurisdiction.
- Develop project/issue list in concert with local Congressional representative staff.
- Require a non-refundable \$50 participation fee of each delegate - revenue collected will be used to pay for a specific cost associated with the trip such as a group meal.
- Require delegate participation in all delegation meetings and all trip activities.
- Hold at least one practice session for speakers prior to the trip.

**Modified for 2025 program*

Program Schedule

Staff also proposes the Governing Board adopt the following schedule for the 2025 One Voice program. This schedule works around the November election timetable as well as reflects the agency's need to collect jurisdictional policy/project information earlier in the program due to impacted schedules for those staff also organizing the San Joaquin Valley Regional Policy Conference being held in April.

- **September 2024** – Program check-in with Technical Review Board members
- **October 1, 2024:** Deadline for submission of 2025 policy priorities. *Note that MCAG will bring 2024 program priorities/projects forward unless changed by TRB members.*
- **December 2, 2024:** Deadline for submission of delegate agreements.
- **December 12, 2024:** Orientation for new One Voice delegates (*held via Zoom*)
- **January 9, 2025:** Delegation meeting – review jurisdictions' proposed regional policy/project priorities, review federal policy opportunities including community project funding process (*In-person meeting*)
- **January 30, 2025:** Delegation meeting – finalize regional policy/project priorities and learn about jurisdictions' local community project funding request submissions (*held via Zoom*)
- **January 31, 2025:** Deadline for jurisdictions to submit all necessary data and photos for the finalization of the 2025 leave-behind document.
- **February 13, 2025:** Delegation meeting (if needed) – finalize regional policy/project priorities (*held via Zoom*)
- **February 28, 2025:** Deadline for jurisdictions to submit delegate fee(s).
- **March 20, 2025:** Governing Board takes action to adopt Policy Platform.
- **March 27, 2025:** Delegation meeting – receive updates from Washington D.C. and prepare for meetings with policymakers (*held via Zoom*)
- **April 24, 2025:** Strike Team meetings – Strike Teams will meet separately to prepare for meetings with policymakers (*in-person meeting*)
- **May 8, 2025:** Delegation meeting – large group practice session to prepare for meetings with policymakers (*in-person meeting*)
- **May 13-16, 2025:** **One Voice trip to Washington D.C.**
- **May 22, 2025:** Delegation debrief meeting, location TBD

Program Framework

In order to avoid conflicts with regular City Council and Board of Supervisors meetings, as well as minimize impacts to delegates' work schedules, One Voice delegation meetings will be held on Thursdays from 3:00-4:30pm; meetings will be held either via Zoom or in-person only as determined by meeting content and purpose (see schedule above). Ben Goldeen from Townsend Public Affairs will be in attendance during the delegation meetings to provide information and guidance as the delegation develops its regional policy priority list and the jurisdictions develop their proposals for local community funding requests.

Overall, the 2025 program schedule has been modified both in response to delegate feedback and also to accommodate the November election as well as the San Joaquin Valley Policy Conference. Changes to jurisdictional priorities will be due to MCAG staff by Tuesday, October 1st; if no data is received, staff will proceed with the same priority policies/projects as put forward in 2024. Delegates should be selected by their jurisdictions and submit the requisite delegate agreement(s) to MCAG by Monday, December 2nd (see attached). Of note, at the 2024 debrief, continuity of both appointed delegates and policy priorities from year-to-year was generally agreed to be an advantageous practice for advancing regional goals. The schedule also reflects a new element of the 2025 program: a new delegate 'orientation'. This 'orientation' will provide delegates – elected or staff – who are selected to participate in One Voice for the first time, with general information about the program including schedule, trip logistics, program format, participation requirements and introduce them to their support staff at MCAG and Townsend Public Affairs. Finally, jurisdictions will be required to submit all data to be included in the leave behind material to MCAG staff by the end of January 2025. Due to MCAG hosting the San Joaquin Valley Policy Conference in early April, it will be essential that this material is completed early.

The 2025 Policy Platform will continue to focus on the 2-4 regional priorities as identified by the delegates and adopted by the Governing Board but will also include general support for any of the jurisdictions' community project funding submissions which have been accepted by Congressman Duarte, Senator Padilla, or the new California Senator for consideration in the FY 2026 appropriations process. Once adopted, the platform will serve as the foundational guide for building the program. Delegation meetings will resume immediately following Board adoption in late March and then take a break for the Policy Conference, before resuming in late April.

Attached is the 2025 Delegate Agreement. Upon adoption of the 2025 goals and schedule, **jurisdictions should work with their Board/Councils to identify the 1-3 delegates who will participate in the 2025 One Voice trip on their behalf prior to the November election.** Delegates should be prepared to make themselves fully available for the days of May 13-16, 2025 in-person in Washington D.C. (May 13 and 16 are travel days) as well as for all the designated delegation meetings outlined in the schedule above. Elected representatives who work should be advised of the need to request time off to allow for their participation.

FISCAL IMPACT

The FY 24/25 Overall Work Program includes element 550 – One Voice Advocacy Program. This budget element includes a total program budget of \$256,777 for the direct costs and staff time associated with the federal and state lobbying activities including the One Voice program, the state and federal Valley Voice programs, the valleywide lobbying contracts, and the MCAG contracts with Townsend Public Affairs and Politico Group.

STAFF CONTACT

Mary-Michal Rawling, Public Affairs Mgr, at (209) 723-3153 x119 or mary-michal.rawling@mcagov.org.

ATTACHMENTS

2025 Delegate agreement – **Return to MCAG by December 2, 2024**



Delegate Agreement

One Voice 2025

May 13 – 16, 2025

The purpose of the Merced County Association of Governments One Voice program is to develop a shared platform of projects and issues of regional significance that serves as the foundation for a federal advocacy effort.

The goals of the program are to:

- Communicate the region's legislative priorities clearly and succinctly;
- Communicate the need for additional federal funding for regional projects;
- Advocate for legislation or policy changes that will benefit the region.

In order to accomplish these goals, a delegation of community leaders from throughout the region come together as a unified voice to communicate key messages to legislators, federal agencies and staff in Washington, DC. The platform and unified message are developed through a coordinated and collaborative process that involves delegates, staff from local jurisdictions, partner agencies and community organizations.

To participate in this federal advocacy effort, delegates are required to:

- Commit to the goals of the program,
- Regularly attend planning and debrief meetings,
- Participate in all scheduled appointments during the trip, including group dinner events (no-shows will be invoiced for the cost of their meal),
- Only communicate shared messages to policymakers which were developed through the collaborative planning process,
- Respect the roles of the designated speakers and refrain from presenting information other than the agreed upon platform, projects and messages during the trip,
- Avoid using your cell phone at meetings (if you must take a call please step out),
- Refrain from using the "One Voice" name to promote issues that are not part of the shared platform,
- Dress appropriately for meetings; business casual,
- Attend in-person advocacy meetings in Washington D.C.

To confirm your participation as a 2025 One Voice trip delegate, please sign and return this agreement by **December 2, 2024**. By signing this document, you agree to comply with the intent and procedures of the One Voice trip and will participate according to the statement above.

Delegate Signature

Date

Print Name

ITEM 7d

DATE: August 2, 2024

TO: Governing Board

FROM: Meg Prince, Senior Planner

RE: Action – Approve Regional Early Action Planning Grant Program (REAP) 2.0 Suballocation Awards

SUMMARY

The Regional Early Action Planning Grant Program of 2021 (REAP 2.0) is a flexible program that seeks to increase housing supply and infill development and opportunities for walking, biking, and transit. MCAG is eligible for up to \$3.9 million in formula funding, for which MCAG has been coordinating with local jurisdictions and stakeholders for approximately two years to develop two new grant programs -- the Local Suballocation Grant Program and the Regional Competitive Grant Program. The call for applications closed in December and MCAG anticipated making awards in February but paused the process due to potential state funding cuts. The final FY 24/25 State Budget included a 5.9% funding cut, reducing MCAG's eligible amount to \$3,681,336. The 5.9% cut (or \$213,671) will need to be applied to either the Regional Competitive Grant Program, Local Suballocation Program, or split between both programs.

REQUESTED ACTIONS

1. Direct staff to coordinate with the California Department of Housing and Community Development (HCD) to apply the 5.9% budget reduction in one of the following manners:
 - a. Cut 5.9% evenly across all grant awards.
 - OR
 - b. Cut \$213,671 from the Regional Competitive Grant Program, which had an original budget of \$2,716,159 and leave the Local Suballocation Grant Program with a budget of \$905,386 intact.

AND

2. Authorize MCAG to execute grant agreements for the Local Suballocation Grant Program and Regional Competitive Program, pending approval from HCD on MCAG's revised budget.

BACKGROUND

The REAP 2.0 Program is funded in the amount of \$600 million from the State General Fund. The Regional Early Action Planning Grants of 2021 is administered by the California Department of Housing and Community Development (HCD), in collaboration with the Governor's Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB).

Most of the funds (85 percent) are allocated directly to the state’s Metropolitan Planning Organizations (MPOs).

REAP 2.0 builds on the success of 2019’s REAP 1.0 program but expands the focus by integrating housing and climate goals, and allows for broader planning and implementation investments, including infrastructure investments that support future housing development. REAP 2.0 is explicitly intended to meet multiple objectives – infill development, housing for all incomes, Vehicle Miles Traveled (VMT) reduction, and Affirmatively Furthering Fair Housing (AFFH) in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans to achieve these goals. In addition, REAP 2.0 is specifically designed to provide MPOs with tools and resources to help implement and advance plans, primarily by furthering the Sustainable Communities Strategies (SCS) adopted as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation strategies.

In fall of 2022, MCAG conducted outreach to local jurisdictions, stakeholders, and members of the public to gather input and feedback on the development of MCAG’s REAP 2.0 program. Based on the input received, in November 2022, the MCAG Governing Board approved the REAP 2.0 program framework consisting of two major components, which were incorporated into MCAG’s full funding application and submitted prior to the December 31, 2022 deadline:

1. **Local Suballocation Grant Program (25% or \$905,386)** to cities and the County to implement sixth cycle housing elements with an emphasis on supporting activities that meet all the REAP 2.0 objectives
 - a. Rezoning and updating planning documents, development standards, and zoning ordinances, including general plans, community plans, and specific plans.
 - b. Performing infrastructure planning and upgrades, including for sewers, water systems, transit, active transportation, or other public facilities necessary to enable reduction in Per Capita VMT and accelerate infill development
 - c. Revamping local planning processes to accelerate infill development
 - d. Completing environmental clearance to eliminate the need for project-specific review for infill development
2. **Regional Competitive Grant Program (75% or \$2,700,000)** developed and administered by MCAG that supports all REAP 2.0 objectives
 - a. Proposed primary applicants to include local jurisdictions and transit agencies
 - b. Priority focus on implementation projects

PAST ACTION TAKEN

August 2022	Authorized the execution of the contract with Southwest Strategies for outreach and development of full application for REAP 2.0 funds.
December 2022	Adopted Resolution 2022/12-15-01 authorizing MCAG to prepare and submit MCAG’s REAP 2.0 full application for funding up to \$3,621,545.75 to HCD, and delegate authority to the Executive Director to execute a State Standard Agreement, and any other documentation including amendments to secure the full REAP 2.0 allocation.
March 2023	Approved the draft REAP 2.0 scoring criteria for submittal to the California Department of Housing and Community Development for review and approval.
October 2023	Adopted Final Guidelines for MCAG’s Regional Early Action Planning (REAP) 2.0 Grant Programs and Issue Call for Applications.

DISCUSSION

In October 2023, the MCAG Governing Board adopted the Final Guidelines for the Local Suballocation Grant Program and Regional Competitive Grant Program and authorized MCAG staff to issue the Call for Applications.

For the Local Suballocation Grant Program, MCAG received applications from all six cities for activities related to implementing the sixth cycle housing element. These applications were evaluated by MCAG staff on pass/fail criteria. All applications met the program criteria. MCAG did not receive an application from the County but is discussing potential application ideas with County staff.

Table 1. Received Local Suballocation Grant Program Applications

Jurisdiction	Funding Request	Project Description	Evaluation
Atwater	\$127,394	Rezone and General Plan Updates to implement sixth cycle housing element	Pass
Dos Palos	\$102,370	General plan update and rezone to implement sixth cycle housing element	Pass
Gustine	\$103,142	Rezone and General Plan Updates to implement sixth cycle housing element	Pass
Livingston	\$109,961	Rezone to implement sixth cycle housing element	Pass
Los Banos	\$128,438	Update development standards - public infrastructure and private development	Pass
Merced	\$195,493	General Plan Update Master Environmental Impact Report (EIR) promoting mixed use, transit-oriented development, overcoming patterns of segregation, foster fair housing practices, outreach, and more.	Pass
County	\$138,589	Application pending	NA

For the Regional Competitive Grant Program, MCAG received four applications, all from the City of Merced. MCAG convened a scoring committee with representatives from HCD, CARB, Atwater, Livingston, and the County to evaluate the RCGP applications based on the criteria set forth in the program guidelines. The top scoring application was for the I Street Project, which Linc Housing Corporation is developing in partnership with the City of Merced.

Table 2. Received Regional Competitive Grant Program Applications

Applicant	Project Name	Funding Request	Average Score
City of Merced	I Street	\$2,700,000	89.4
City of Merced	Gateway Terrace II	\$2,500,000	85.8
City of Merced	Mercy Village	\$516,159	83.2
City of Merced	TwelveThirteen	\$2,200,000	75.0

MCAG anticipated bringing the recommended awards to the Governing Board for approval in February. However, on January 10, Governor Newsom released his January proposal for the 2024-25 California State Budget, which included a \$300 million (or 50%) reversion of Regional Early Action Planning Grants 2.0. Due to the uncertainty around REAP 2.0 funding, MCAG held off on recommending grant awards until the budget was finalized.

With the enrollment of the Fiscal Year 2024-25 budget bill, the State moved forward with a 5.9% reduction in REAP 2.0 funds, which is applied to all MPOs evenly. The 5.9% cut for MCAG's allocation (or \$213,671 between the two grant programs) will need to be applied to either the Regional Competitive Grant Program, Local Suballocation Program, or split between both programs.

Table 3. Comparison of Options for Reducing Budget by 5.9%

Jurisdiction	Original Request	Option 1: Reduce evenly	Option 2: Reduce RCGP only
Local Suballocation Grant Program			
Atwater	\$127,394	\$119,878	\$127,394
Dos Palos	\$102,370	\$96,330	\$102,370
Gustine	\$103,142	\$97,057	\$103,142
Livingston	\$109,961	\$103,473	\$109,961
Los Banos	\$128,438	\$120,860	\$128,438
Merced	\$195,493	\$183,959	\$195,493
County	\$138,589	\$130,412	\$138,589
Regional Competitive Grant Program			
Merced	\$2,700,000	\$2,540,700	\$2,486,329

After receiving direction from the Governing Board on how to address the 5.9% cut, MCAG staff will coordinate with HCD to ensure that the revised budget is approved by the implementing state partners, and then move forward with executing grant agreements with awardees.

STAFF CONTACT

Meg Prince, Senior Planner, at (209) 769-7679 or meg.prince@mcagov.org

ITEM 8a

DATE: August 2, 2024

TO: Governing Board

FROM: Meg Prince, Senior Planner

RE: Discussion – Draft Multijurisdictional Local Road Safety Plan

SUMMARY

MCAG contracted with Fehr & Peers to prepare a Multijurisdictional Local Road Safety Plan (MLRSP) for the six cities in Merced County. The LRSP is a prerequisite for the Federal Safe Streets and Roads for All (SS4A) and Highway Safety Improvement Programs (HSIP), and provides a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads in the region. The contract to develop this plan was \$224,910, utilizing MCAG's Fiscal Year 2022-23 Sustainable Communities Formula funding and Local Transportation Funds. The draft will be released for a 30-day public comment period beginning August 15. The final plan will be brought to the Governing Board for adoption in October.

REQUESTED ACTION

Information only.

BACKGROUND

One of MCAG's key goals is Safety for All Roadway Users. Traditionally, MCAG has pursued this goal by focusing on programming projects to reach the statewide transportation performance measures. As outlined in the 2022 MCAG Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), MCAG is taking a more proactive role by supporting the development of systemic safety plans for all local agencies in Merced County. As Merced County has already developed a Local Road Safety Plan, it was determined that it would be most effective for MCAG to take the lead on developing a Multi-jurisdictional Local Road Safety Plan for the six incorporated cities.

PAST ACTION TAKEN

May 2023	Authorize the Executive Director to enter into a one-year contract for a Multi-Jurisdictional Local Road Safety Plan in the amount of \$224,910 with the selected vendor, Fehr and Peers.
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DISCUSSION

MCAG has been coordinating with local jurisdictions and stakeholders over the last year to develop the Draft Multijurisdictional Local Road Safety Plan. MCAG convened an LRSP Technical Advisory

Committee, which includes representatives from local jurisdictions, Caltrans, law enforcement, schools, and active transportation advocates. MCAG also conducted community outreach online and at various in-person events throughout the county between March and June 2024. Additional information regarding outreach and engagement on the plan are included in Chapter 3 of the draft plan.

The Draft LRSP will be available for a 30-day public review period beginning August 15. The draft is available on the project website: <https://fp.mysocialpinpoint.com/mcag-lrsp>.

Comments should be submitted to meg.prince@mcagov.org by September 15.

At the close of the public comment period, MCAG will coordinate with local jurisdictions to make any revisions and bring the final draft to the Governing Board in October for adoption. After that time, MCAG encourages local jurisdictions to adopt the LRSP at the local level in order to be eligible for the Safe Streets and Roads for All (SS4A) and Highway Safety Improvement Program (HSIP) funding.

FISCAL IMPACT

No impact.

STAFF CONTACT

Meg Prince, Senior Planner, at (209) 769-7679 or meg.prince@mcagov.org



ITEM 10a

DATE: August 15, 2024

TO: Governing Board

FROM: Serenity Anderson, Transit Director

RE: Transit Joint Powers Authority for Merced County monthly update

SUMMARY

The following is an update on the Transit Joint Powers Authority for Merced County (The Bus) operations and activities for the month of July.

REQUESTED ACTION

For Information Only.

UPDATES

1) Ridership: Ridership data for May 2024 is attached.

2) New Bus Purchases:

In July 2022, staff requested the Governing Board action to have Gillig produce the three battery-electric, full-size buses in addition to the one battery-electric bus for which funding was provided by the City of Merced's AHSC grant. A purchase order has been issued and staff is working through the process to secure an HVIP grant. Production of all electric buses has slowed down over the past year because of battery production issues industrywide. TJPA buses are slated to start production in September 2024.

TJPA staff received approval from the Governing Board in December 2023 to secure 12 cutaway vehicles. Purchase Order (PO) for these buses has been issued to Davey Coach. TJPA buses have started production 23rd of July 2024 and will be completed and delivered in August 2024.

3) Electric Bus Infrastructure: TJPA staff will continue to meet with the contractor (Stantec Consulting Services) to review draft site plans for the hydrogen and electrical infrastructure at the 1950 Wardrobe Facility. The approval of the construction contract will be brought back to the Governing Board at a later date.

4) Fareboxes: TJPA staff received approval from the Governing Board in November 2023 to update the existing fleet with new Fast Fare fareboxes. The new Fast Fare fareboxes will bring more passenger counting options, as well as the convenience of contactless payments. Installation of the updated fareboxes was pushed back a few weeks due to the contractor's installation schedule. Installations will begin August 8th, 2024 and staff anticipates them to be completed by the end of August 2024.

5) TJPA Public Outreach: In July, staff participated in July 18th Hispanic Heritage Mercado Night, Livingston's Summer Community Resources Fair, and Kid's Connect Resource Fair, also in Livingston.

FISCAL IMPACT

N/A

STAFF CONTACT

Serenity Anderson, Transit Director, at (209) 259-0134 or serenity.anderson@mcagov.org

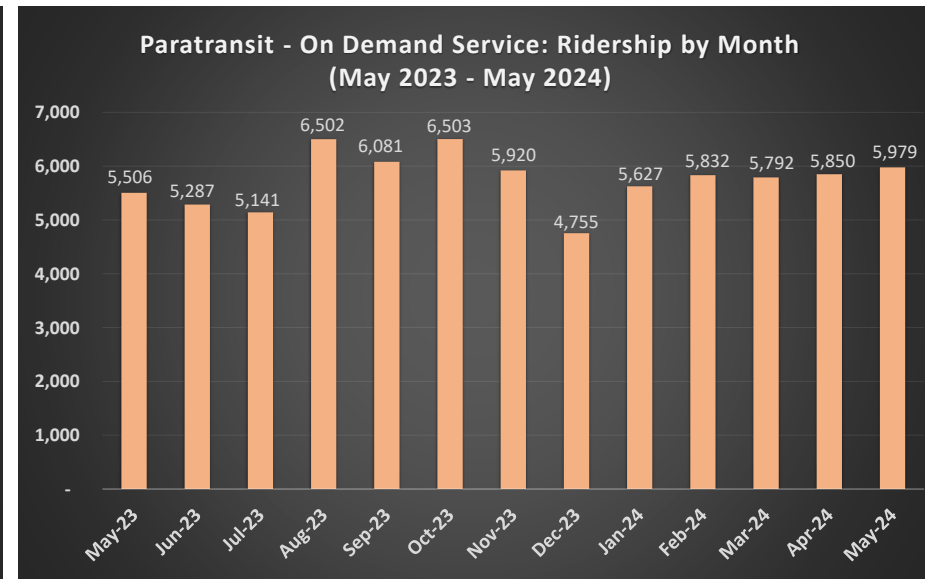
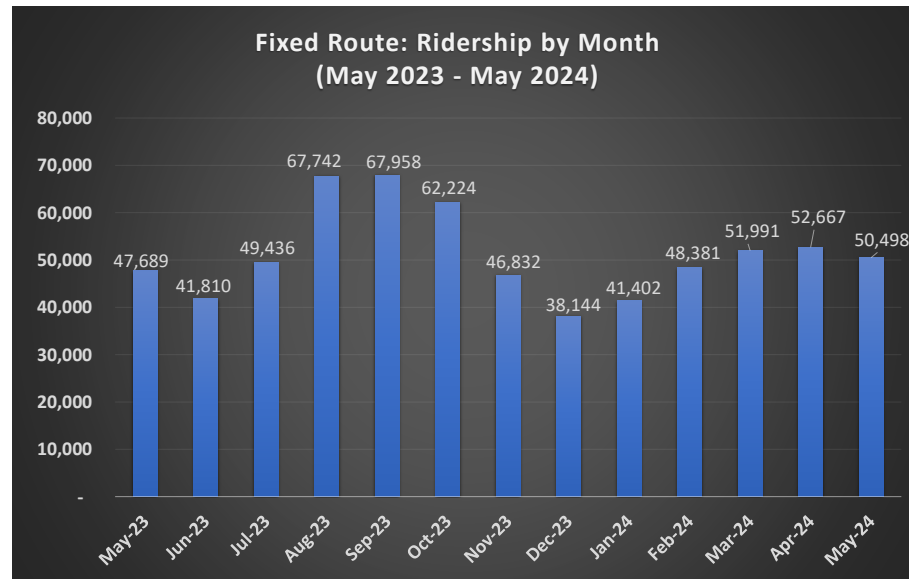
ATTACHMENTS

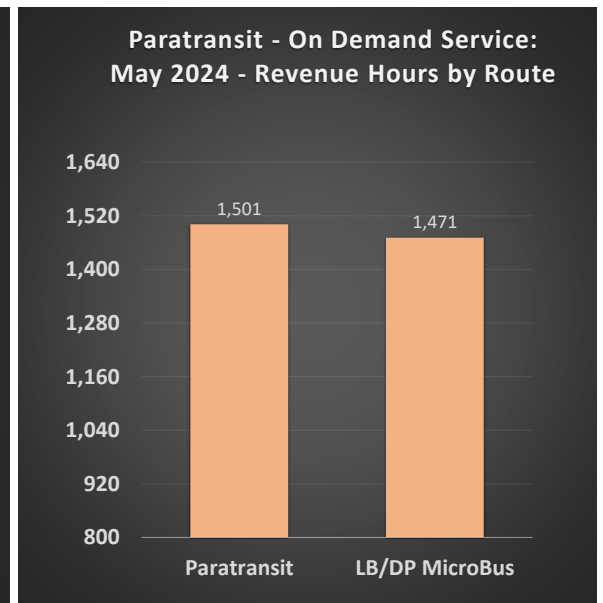
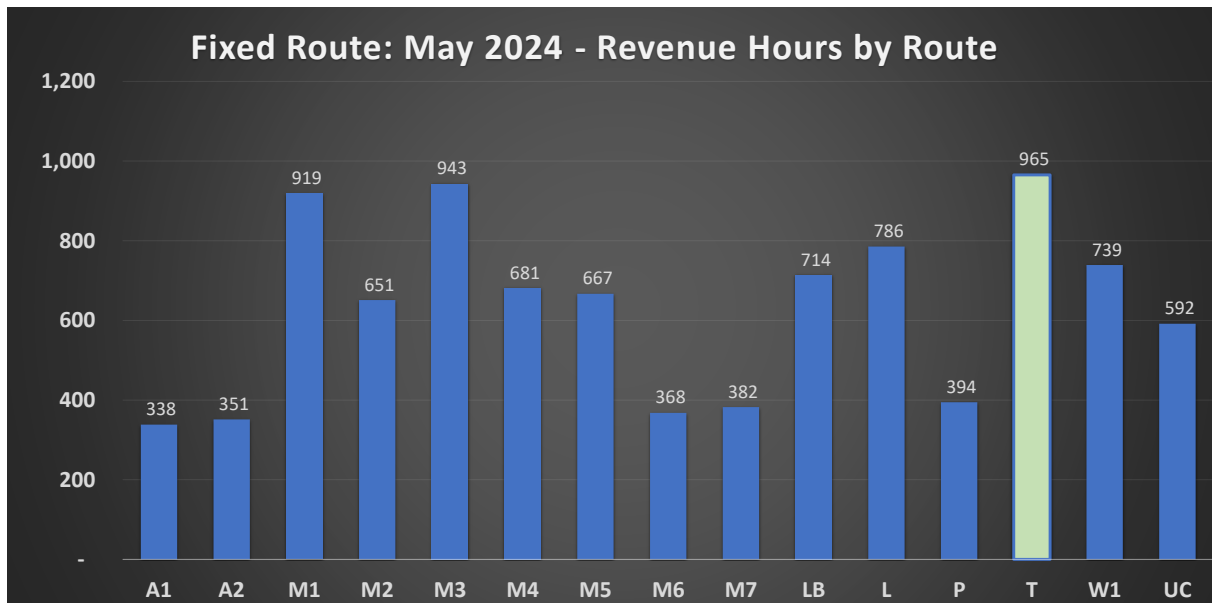
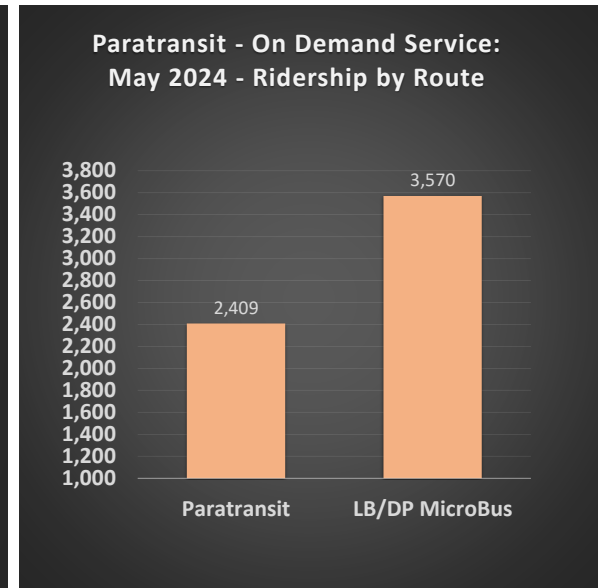
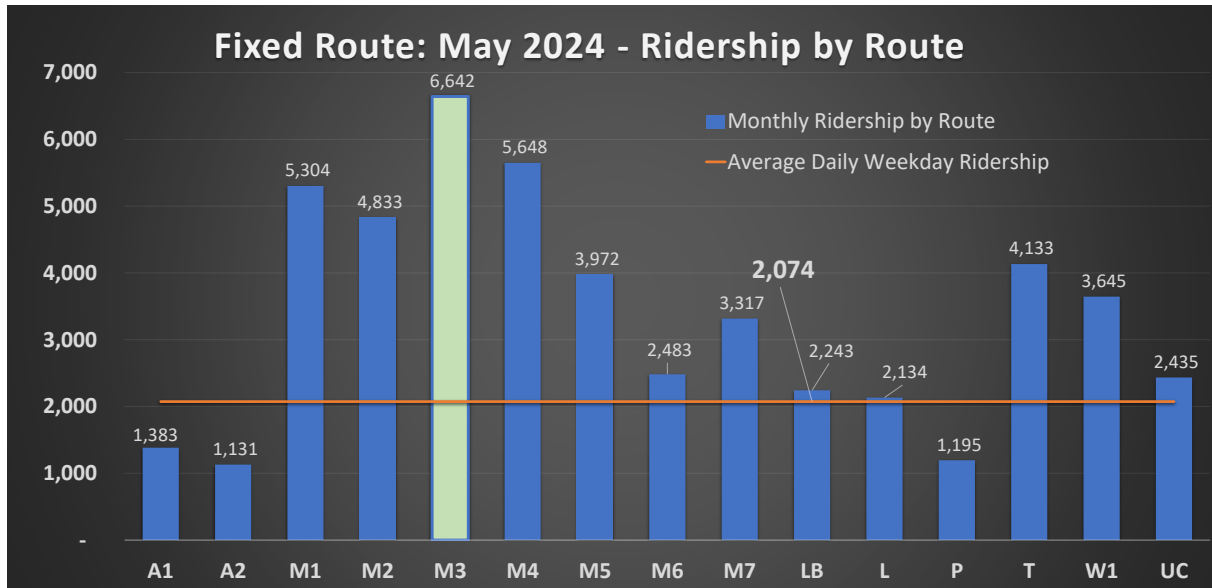
May 2024 ridership

The Bus - May 2024 Ridership

Fixed Route		May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total (June 23 - May 24)	% Change (May 24 vs Apr 24)
Measure V	Local	13,162	12,363	14,153	15,400	11,825	14,184	12,099	9,791	10,384	11,532	13,122	13,563	13,756	619,085	(4.12%)
	Intercity	1,433	1,571	1,974	2,576	2,622	1,409	1,282	1,194	1,019	1,387	1,702	1,403	1,482		
	Total	14,595	13,934	16,127	17,976	14,447	15,593	13,381	10,985	11,403	12,919	14,824	14,966	15,238		
Students	General Students	1,133	443	3	-	-	1,926	1,229	696	1,157	1,291	1,549	1,369	1,303		
	UC Merced Students	2,329	1,965	1,154	1,379	2,154	4,446	1,933	1,102	1,891	3,127	2,605	3,343	2,238		
	Merced College Students	5,000	2,763	935	2,403	3,235	8,284	5,656	3,123	4,845	6,639	6,882	6,409	5,534		
Free (PCA, Children & Staff)		806	779	788	1,184	1,045	1,505	1,017	736	807	950	997	916	806		
General (Adult)		23,826	21,926	30,429	44,800	47,077	30,470	23,616	21,502	21,299	23,455	25,134	25,664	25,379		
Grand Total Ridership		47,689	41,810	49,436	67,742	67,958	62,224	46,832	38,144	41,402	48,381	51,991	52,667	50,498		
Revenue Miles		139,208	139,841	132,594	144,752	131,516	141,439	130,873	131,247	137,552	131,378	136,859	141,198	142,293	1,641,542	0.78%
Revenue Hours		9,224	9,231	8,683	9,544	8,665	9,450	8,750	8,783	9,138	8,766	9,151	9,402	9,489	109,052	0.93%

Paratransit - On Demand Service		May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Total (June 23 - May 24)	% Change (May 24 vs Apr 24)
Paratransit Merced	General (Adult)	2,509	2,358	2,220	2,637	2,361	2,877	2,492	2,179	2,554	2,507	2,498	2,471	2,323	69,269	2.21%
	Free (PCA, Children & Staff)	72	85	62	87	64	91	65	92	73	68	85	84	86		
	Total	2,581	2,443	2,282	2,724	2,425	2,968	2,557	2,271	2,627	2,575	2,583	2,555	2,409		
MicroBus	Los Banos/Dos Palos	2,925	2,844	2,859	3,778	3,656	3,535	3,363	2,484	3,000	3,257	3,209	3,295	3,570		
Grand Total Ridership		5,506	5,287	5,141	6,502	6,081	6,503	5,920	4,755	5,627	5,832	5,792	5,850	5,979		
Revenue Miles		37,917	37,492	36,729	43,274	40,649	44,154	40,904	36,912	41,184	42,773	42,404	43,292	43,351	493,118	0.14%
Revenue Hours		2,632	2,599	2,498	2,991	2,761	3,056	2,883	2,693	2,827	2,847	2,906	2,857	2,972	33,890	4.05%







ITEM 10b

DATE: August 15, 2024

TO: Governing Board

FROM: Serenity Anderson, Transit Director

RE: Information – The Micro Bus, Micro Transit Update

SUMMARY

This item serves as a six-month update on The Micro Bus' services, which include notable service improvements in ridership, efficacy, and individual users, that have been seen since entering into contract with Via Mobility.

REQUESTED ACTION

For information only.

BACKGROUND

In May 2021, TJPA launched The Micro Bus, a microtransit service designed to provide flexible and efficient transportation options for the rural west side of Merced County. Partnering with RideCo., The Micro Bus pilot program aimed to offer on-demand services similar to Uber/Lyft, allowing passengers to select from a network of “virtual stops” within their community for pick-up and drop-off, along with their preferred departure or arrival times.

The Micro Bus offers demand response and para-transit services connecting the communities of Dos Palos, Gustine, Santa Nella, and Los Banos. With virtual stops located every ¼ mile within the service area, residents can enjoy greater flexibility and convenience, with ride wait times typically between 10 to 30 minutes. This service is particularly beneficial for areas with low population density where fixed routes may not be practical. The pilot program's success demonstrated the viability and benefits of microtransit for these rural Westside areas. As a result, in July 2023, the Governing Board approved a five-year contract with Via Mobility to continue The Micro Bus service.

DISCUSSION

Since transitioning to Via Mobility, the service has seen notable improvements in efficiency and ridership. Passengers per revenue hour have increased by 16%, allowing more passengers to be transported with the same number of vehicles without compromising service quality. Additionally, ridership has reached new heights, with an all-time high of 4,132 passengers in July 2024.

These achievements underscore the significant positive impact of The Micro Bus on the community, enhancing access to essential destinations such as healthcare, education, and employment opportunities while reducing transportation barriers. The continued success of The Micro Bus

highlights its role in improving mobility and quality of life for residents in Merced County's disadvantaged and rural areas.

STAFF CONTACT

Serenity Anderson, Transit Director, at (209) 259-0134 or serenity.anderson@mcagov.org

ATTACHMENTS

The Micro Bus performance measures

26,500

Total trips served, December - July

43% sharing

% of rides in which passengers overlapped,
December - July

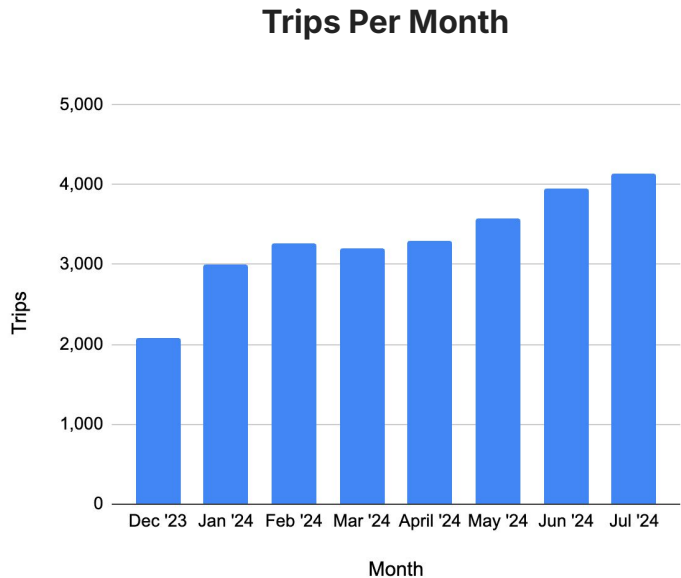
89%

Avg. on-time performance for paratransit
service December - July

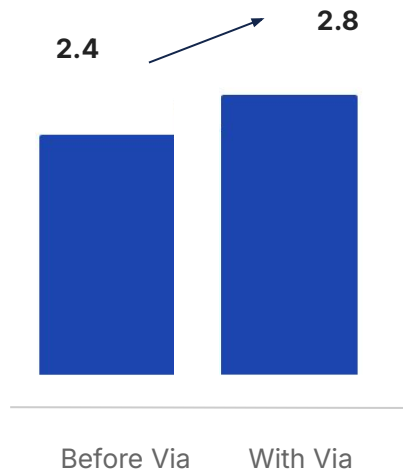
16% increase

Passengers per vehicle revenue hour,
November '23 vs July '24

Micro Bus Ridership has grown since the software transition, but delivered 16% more efficiently



Passengers per Vehicle Revenue Hour



744

Unique Riders
since December

14.5

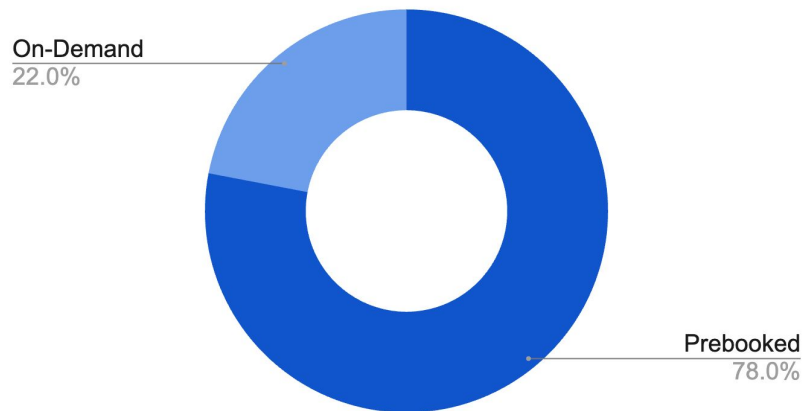
Average ride
duration in minutes

Majority of riders prebook, use the Micro Bus for microtransit trips

65% Microtransit trips

35% Paratransit trips

All trips by Prebooking status



Riders rate trips highly and have adopted the app for bookings

4.8

Average app
star rating

86%

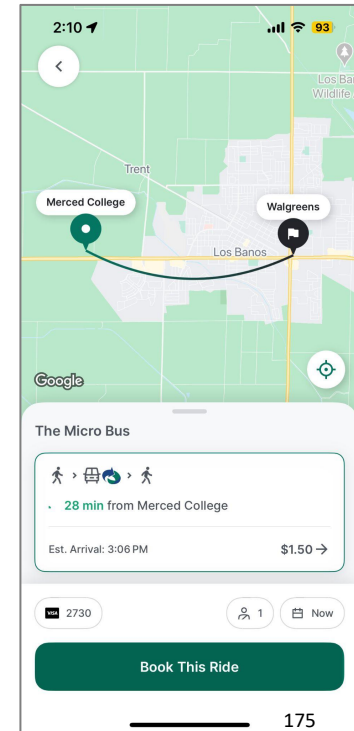
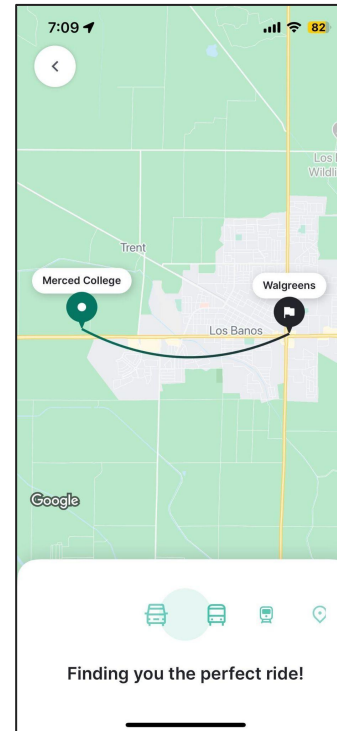
Microtransit trips
booked with app

27%

Paratransit trips
booked with app

68%

Overall app
booking % in late
April, surpassing
pre-Via level (64%)



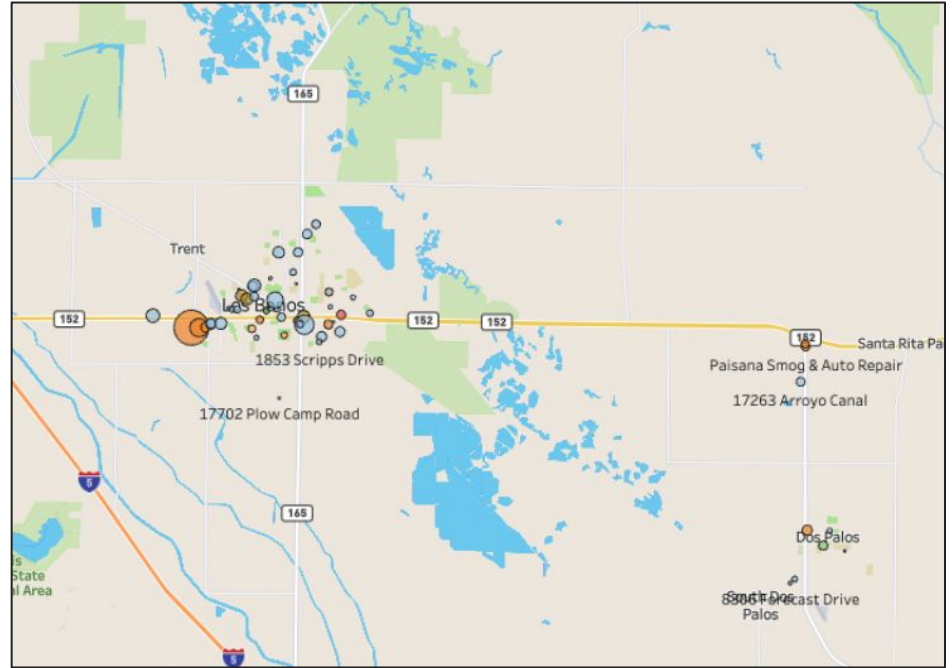
Riders rely on the Micro Bus for health and personal needs

11

Avg. rides per
rider per month

Top Rider Destinations, Dec '23- July '24

1. Walmart Supercenter
2. Target
3. Walgreens
4. Apex Medical Group
5. Memorial Hospital Los Banos



ITEM 11a

DATE: August 15, 2024

TO: Governing Board

FROM: James Moore, Director of RWA

RE: Action – Approve adjustment of service fees for processing of organic material at the Highway 59 and Billy Wright landfills

SUMMARY

This item provides the Governing Board with calculations for adjustment of service fees for organic materials, and requests approval of said fees effective September 1, 2024.

REQUESTED ACTION

Approve service fee adjustments for processing of organic materials at the Highway 59 and Billy Wright Landfills effective September 1, 2024 as follows:

- Increase tipping fee for yard trimmings from \$53.89 per ton to \$55.29 per ton, with a minimum charge of \$28.00; and
- Increase tipping fee for comingled organics (food waste and yard trimmings) from \$66.28 per ton to \$69.00 per ton.

BACKGROUND

On September 19, 2016, Governor Brown signed into law Senate Bill No. 1383 (Chapter 395, Statutes of 179 2016), which established methane emissions reduction targets in an effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. SB 1383 includes statewide goals to reduce landfill disposal of organic material by 50% by 2020 and 75% by 2025, and to recover 20% of currently disposed edible food for human consumption by 2025 (compared to 2014 baseline data). In September 2019, RWA contracted with HF&H Consultants, LLC. to provide SB 1383 compliance planning for RWA and its member agencies. One key element of this scope of work was to conduct a capacity survey of organic waste processing infrastructure in the region. The 2019 capacity study results indicated that there was insufficient capacity in the region to satisfy the member agencies' needs. RWA subsequently engaged HF&H Consultants to assist with solicitation of proposals for a contractor to design, build, and operate an organic waste transfer or processing facility at the Highway 59 landfill.

On November 4, 2021, RWA staff issued RFP No. RFP20211104MCRWMA – "Request For Proposals for Organic Waste Transfer or Processing Operations at Highway 59" (RFP). In April 2023, the Governing Board authorized the Executive Director to execute a contract with California Wood Recycling, Inc. dba

Agromin (Agromin) to commission the designing, building, and operating of an organic waste processing facility at the Highway 59 landfill.

Organic material delivered to the Billy Wright landfill is not processed on site but is transferred to a facility operated by Mid Valley in Kerman. The tipping fee for self-hauled yard trimmings is set to match the rate at the Highway 59 landfill.

PAST ACTION TAKEN

Month/Year	Action
April 2023	Governing Board authorized the Executive Director to execute contract with California Wood Recycling, Inc. (dba Agromin) for Development and Operation for the Highway 59 Organic Waste Transfer/Processing Facility

DISCUSSION

Under the terms of the Agreement with RWA, Agromin is allowed to request an annual increase in the service fees received for processing organic materials based on a formula utilizing the Consumer Price Index (CPI-U) for the San Francisco-Oakland-Hayward Area for the preceding year. This rate increase must be approved by the Governing Board

The rate of increase for December 2023 is listed below at 2.6%.

Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2019		2020		2021		2022		2023	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.5	3.5	0.9	2.9	0.5	1.6	1.4	5.2	1.8	5.3
April	1.2	4.0	-0.5	1.1	1.7	3.8	1.5	5.0	0.4	4.2
June	0.2	3.2	0.7	1.6	0.0	3.2	1.7	6.8	0.5	2.9
August	0.1	2.7	0.0	1.6	0.5	3.7	-0.5	5.7	0.0	3.4
October	1.0	3.0	0.5	1.1	0.7	3.8	1.0	6.0	0.3	2.8
December	-0.5	2.5	0.4	2.0	0.8	4.2	-0.3	4.9	-0.4	2.6

Material Type	Year 1 Rate	CPI Increase	Year 2 Rate
Yard Trimmings	\$53.89 per ton	2.60%	\$ 55.29
Comingled Residential Organics	\$66.28 per ton	2.60%	\$ 68.00

Based on the formula above, staff recommends the Governing Board approve the service rate increases requested by Agromin effective September 1, 2024. Future requests will be brought to the Governing Board in early spring, with the effective date being July 1 of each year.

FISCAL IMPACT

All transfer and processing costs will be passed through to participating jurisdictions and self-haul customers.

STAFF CONTACT

James Moore, Director at jmoore@mcrwma.org or 209-723-4481, ext. 221.

ATTACHMENTS

Agromin CPI Rate Adjustment for 2024



February 1, 2024

James Moore, SC,
Director
Merced County Regional Waste Management Authority
7040 N State Hwy 59, Merced, CA 95348

Ref: CPI Rate Adjustment for 2024

Dear James,

Agromin will be applying the CPI increase for 2024 per:

1.4 Adjustment of Service Fees

Annually, the Authority will adjust the Service Fees that are used to calculate Contractor's Basic Compensation, commencing with the first adjustment to be effective on July 1, 2024 and continuing with adjustments effective July 1 of each subsequent year during the Term. The adjustment shall occur after receipt and review of Contractor's application described in Section 1.6 of this Attachment D.

All Service Fees will be adjusted using the following procedures.

Step One – Calculate the year over year percentage increase in the Consumer Price Index utilizing the December index values. the Consumer Price Index shall be "CPI-U", which means the All Urban Consumers Index (CPI-U) compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency, using the following parameters.

CPI-U Parameters:

Area – San Francisco-Oakland-Hayward Area
Item – All Items
Base Period – Current 1982-84=100
Not seasonally adjusted
Periodicity – Bi-monthly
Series ID – cuurs49BSA

Based on the calculation for CPI for "All Urban Consumers, San Francisco – Oakland – Hayward, CA," the rate of increase for December 2023 is listed below at 2.6%.

Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2019		2020		2021		2022		2023	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.5	3.5	0.9	2.9	0.5	1.6	1.4	5.2	1.8	5.3
April	1.2	4.0	-0.5	1.1	1.7	3.8	1.5	5.0	0.4	4.2
June	0.2	3.2	0.7	1.6	0.0	3.2	1.7	6.8	0.5	2.9
August	0.1	2.7	0.0	1.6	0.5	3.7	-0.5	5.7	0.0	3.4
October	1.0	3.0	0.5	1.1	0.7	3.8	1.0	6.0	0.3	2.8
December	-0.5	2.5	0.4	2.0	0.8	4.2	-0.3	4.9	-0.4	2.6

Please see the new rates effective July 1, 2024, below:

Material Type	Year 1 Rate	CPI Increase	Year 2 Rate
Yard Trimmings	\$53.89 per ton	2.60%	\$ 55.29
Comingled Residential Organics	\$66.28 per ton	2.60%	\$ 68.00



Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Camarillo".

Bill Camarillo, CEO

Agromin

805-207-5650(c)

Cc: Kimberly Cook

ITEM 11b

DATE: August 15, 2024
 TO: Governing Board
 FROM: James Moore, Director
 RE: Action – Adopt FY 2023/24 Budget Amendment #4

SUMMARY

Staff is seeking Governing Board adoption of amendments to the FY 2023/24 Capital Budget including the reallocation of unexpended funds from individual line items to other line items within the Capital Budget and increasing the FY2023/24 Capital Budget to reflect additional carryover revenue received in FY 2023/24.

REQUESTED ACTION

Adopt the following FY 2023/24 budget amendments:

1. Amend the FY 2023/24 Capital Budget to reallocate \$1,651,290 in unexpended funds from inactive or completed projects to existing projects.
AND
2. Approve the FY 23/24 budget amendment that moves \$5,200,000 in excess operating revenue from the operating budget and allocates \$5,200,000 to the capital improvement projects budget.

BACKGROUND

The RWA Operations, Capital and Fleet draft budgets are developed in the first quarter of each calendar year with estimates based on tonnage trends, current and anticipated revenue generating importation contracts, and the status of the authority's fleet. It is not uncommon for the authority to request amendments to the fiscal year budget each fall upon the closeout of the previous fiscal year budget to address any final carryover revenues or capital expenditures that transpired between the adoption of the new budget and the conclusion of the previous.

PAST ACTION TAKEN

Month/Year	
May 2024	Governing Board adopted FY2023/24 Budget Amendment #3.
November 2023	Governing Board adopted FY2023/24 Budget Amendment #2.
October 2023	Governing Board adopted FY2023/24 Budget Amendment #1.
June 2023	Governing Board approved the Fiscal Year 2023/24 Operations, Capital, and Fleet Budget.

DISCUSSION

In order to facilitate the closure of completed projects, RWA is requesting to reallocate unexpended funds from eight completed, or cancelled, projects to one closed, and three in-process, projects as shown in Attachment 1.

Decrease Project

- Decrease of \$1,883 to Project 80043 Billy Wright Scale House and Lane Improvement. This project was completed, and \$1,883 in excess allocation is being moved to other projects.
- Decrease of \$2,814 to Project 80055 HWY 59 Cell 6B2 construction. This project was completed, and unspent funding is being moved to other projects.
- Decrease of \$56,401 to Project 80056 HWY 59 Landfill Gas/Water monitoring wells-relocation. This project was completed, and unspent funding is being moved to other projects.
- Decrease of \$119,411 to Project 80059 Billy Wright Leachate Power System. This project was completed, and unspent funding is being moved to the Billy Wright Leachate Pond project.
- Decrease of \$92,021 to Project 80060 Hwy 59-Phase 6A & 6B-Horizontal Gas Well install. This project was completed, and unspent funding is being moved to other projects.
- Decrease of \$13,458 to Project Billy Wright-Cell 2C. This project was completed, and all invoices from the vendor have been received. We are reallocating the funding to other existing projects.
- Decrease of \$750,000 to Project 80060 Hwy 59-Flare Upgrade (PS&E). The bids came in much lower than anticipated, allowing the excess budget to be moved to existing underfunded projects.
- Decrease of \$615,302 to Project 80053 Billy Wright-SB1383 Organic Processing Facility. Currently, all organic material is being collected and hauled to a processing facility by the hauler. An organic processing facility is not needed at this time at Billy Wright.

Increase Project

- Increase of \$371 to Project 80042 HWY59-Landfill Gas to Energy Project, to close out the project, this project needed \$371 to zero out the project and close the project.
- Increase of \$707,055 to Project HWY59- East Buffer Gas Collection and Control System Expansion, to help mitigate gas migration at the HWY59 landfill.
- Increase \$617,929 to Project 80065 Billy Wright-Leachate Pond. With the construction of Phase 3 in 2025, this project is required to provide adequate storage for leachate. Additional funds needed are outlined below.
- Increase \$325,935 to Project 80073 HWY 59 Fire Rover system; the original amount of \$250,000 was a place holder. This brings the project allocation to \$575,935.

Upon interim closeout of the FY 2023/24 budget, additional carryover revenue was identified in the amount of \$5,200,000. This revenue is proposed to be allocated to the following projects (as shown in Attachment 2 - FY23/24 totals reflect balances to include previously expended funds):

- \$45,604 to Project 80020, Hwy 59-East Buffer Gas Collection and Control System Expansion (Probe 45 Remediation). Based on the results of a recently completed geotechnical study, additional landfill gas extraction wells will be installed to the east of Phase 1-4 to control landfill gas migration towards Probe 45. This brings the current encumbered balance for this project to \$804,420.
- \$1,000,000 to Project 80050, Hwy 59-Administrative Office. Final plans for this project should be complete in the fall of 2024, the current schedule has construction bids being requested in early 2025. This additional funding will cover costs for a water treatment system

to provide potable water, fire suppression, and emergency power. This brings the current encumbered balance for this project to \$6,750,000.

- \$1,457,634 to Project 80065, Billy Wright Leachate Pond. With the construction of Phase 3 in 2025, this project is required to provide adequate storage for leachate. This brings the current encumbered balance for this project to \$2,500,000.
- \$1,922,697 to Project 80066, Billy Wright Future Cell Expansion (Phase 3A). We anticipate advertising for construction bids for this project (along with Project 80065) in November 2024, with completion in 2025. This additional funding brings the current encumbered balance to \$7,500,000.
- \$600,000 to Project 80072, Hwy 59-Future Cell Expansion (Phase 6C). This revenue was a result of material brought into the Highway 59 Landfill as a result of the Highly Pathogenic Avian Influenza outbreak in Merced County during the winter of 2023-2024. Approximately 4,000 tons of material were disposed of at the landfill, resulting in revenue of approximately \$510,000. This project is expected to be required in Fiscal Year 2027-2028. Additional funds will be programmed in future budgets. This brings the current encumbered balance for this project to \$2,600,000.
- \$174,065 to Project 80073, Hwy 59-Fire Rover (MRF). This project will provide enhanced fire detection and suppression capabilities for the Recyclables Transfer Building currently under construction as part of Project 80037, Hwy 59-Infrastructure Relocation and the active disposal area. RWA has experienced multiple fire incidents in 2024, most due to lithium-ion batteries in the waste received. This brings the current encumbered balance for this project to \$750,000.

FISCAL IMPACT

The requested amendments reallocate \$1,651,290 in previously approved unexpended funds among existing Capital projects and moves \$5,200,000 in carryover operating revenue from the FY 2023/24 operating budget to the capital improvement project budget.

STAFF CONTACT

James Moore, Director at (209) 723-4481 or jmoore@mcrwma.org

ATTACHMENTS

1. FY 2023/24 Capital Budget Reallocations
2. FY 2023/24 Capital Project Increases

Attachment 1

MCRWMA Project #	Capital Improvement Projects	Previously Authorized Projects	Change Requests		FY 23/24
	AUTHORIZED PROJECTS		Increase	Decrease	
80042	HWY59-LFGE Project	600,000	371		600,371
80043	BW Scale house and Lane Improvements	3,110,000		1,883	3,108,117
80055	Hwy 59-landfill Cell 6B2 (Cons & Design)	6,521,986		2,814	6,519,172
80056	Hwy 59-landfill Gas/Water Monitoring Wells-Relocation	1,100,000		56,401	1,043,599
80059	BW-Leachate Power System	300,000		119,411	180,589
80060	Hwy 59-Phase 6A & 6B- Horizontal Gas Well install	700,000		92,021	607,979
80062	BW-Cell 2C (Design & Cons)	4,169,171		13,458	4,155,713
80020	Hwy 59-East Buffer GCCS Expansion-Purchase	750,000	707,055		1,457,055
80060	Hwy 59-Flare upgrade (PS&E)	2,135,000		750,000	1,385,000
80065	BW-Leachate Pond	500,000	617,929		1,117,929
80053	BW-SB1383 Organic Processing Facility (CON)	615,302		615,302	-
80073	Hwy 59-Fire Rover (MRF)	250,000	325,935		575,935
		20,751,459	1,651,290	1,651,290	20,751,459

Attachment 2

MCRWMA Project #	Capital Improvement Projects	Previously Authorized Projects¹	Change Requests		FY 23/24
	AUTHORIZED PROJECTS		Increase	Decrease	
80020	Hwy 59-East Buffer GCCS Expansion-Probe 45 Remediation	758,816	45,604		804,420
80050	Hwy 59 – Administrative Office	5,750,000	1,000,000		6,750,000
80065	BW-Leachate Pond	1,042,366	1,457,634		2,500,000
80066	BW-Future Cell Expansion (Phase 3A)	5,577,303	1,922,697		7,500,000
80072	Hwy 59-Future Cell Expansion (Phase 6C)	2,000,000	600,000		2,600,000
80073	Hwy 59-Fire Rover (MRF)	575,935	174,065		750,000
		15,704,420	5,200,000		20,904,420

¹ After budget reallocations listed in Attachment 1. Totals reflect new encumbered balances minus previously expended funds.

ITEM 11c

DATE: August 15, 2024

TO: Governing Board

FROM: James Moore, Regional Waste Authority Director

RE: Action – Authorize the Executive Director to enter into a contract for Household Hazardous Waste Management Services in the amount of \$1,050,000 for a total of three years with three one-year extension options with Clean Harbors Environmental Services, Inc.

SUMMARY

Merced County Regional Waste Authority (RWA) is seeking to enter into a contract for Household Hazardous Waste (HHW) Management Services for three years in an amount not to exceed \$150,000 annually, with three additional one-year options in an amount not to exceed \$200,000 annually. RWA is seeking to enter into a contract with Clean Harbors Environmental Services, Inc.

REQUESTED ACTION

Authorize the Executive Director to enter into a three-year contract with three additional one-year extension options for Household Hazardous Waste Management Services in the total amount of \$1,050,000 (not to exceed \$450,000 for the original three-year term; \$150,000 annually) with three one-year extension options (annual costs are not to exceed \$200,000 for each of the one-year extensions) with the selected vendor, Clean Harbors Environmental Services, Inc.

BACKGROUND

Household Hazardous Wastes are prohibited from being disposed of in the landfill. These materials must be processed and recycled or disposed of in accordance with State and Federal law. RWA operates a Household Hazardous Waste Program for the collection and management of hazardous waste, including household, conditionally exempt small quantity generator (CESQG), and universal waste.

RWA operates two permanent HHW collection facilities within the county of Merced: 1) Highway 59 landfill HHW Site, located at 7040 N. Highway 59, Merced, CA, which is a site that accepts antifreeze, batteries, oil, and paint (ABOP) items, and universal waste from residents during regular landfill operating hours; and, 2) the Billy Wright HHW site, located at 17173 S. Billy Wright Road, Los Banos, CA, which is also a recycle-only site that accepts ABOP items, and universal waste from residents during regular landfill operating hours.

Other HHW materials are sometimes found in load checks at both landfill locations. These materials are then placed into HHW lockers for temporary storage. HHW collection events are held at the Highway 59 Landfill HHW Site quarterly and twice a year at a temporary/mobile site in Los Banos, CA for the collection of HHW from residents and CESQGs. HHW materials collected during these events will need

to be packaged, transported and disposed/recycled/incinerated. The estimated number of residential participants at the Highway 59 site events ranges between 55-100 with 5-20 CESQG's. The estimated number of residential participants at the Los Banos mobile events ranges between 100-220 with 5-20 CESQG's.

PAST ACTION TAKEN

February 2020 – RWA Governing Board approved the current Household Hazardous Waste Management Services contract.

PROCUREMENT PROCESS

The RFP was issued on June 13, 2024. Only one of the proposals received was deemed responsive as the second proposal was received after the submittal deadline. The evaluation criteria was based on understanding/response to scope of services, experience of company/personnel, references/past performance and cost. The evaluation committee was composed of four internal RWA employees. The proposer was interviewed and deemed qualified.

Per the agency's procurement policy, all responsive proposals were reviewed and evaluated by the agency in order to determine which proposer best meets the agency's needs by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the proposals were evaluated was included in the request for proposals, as was the notice that the Agency reserves the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. No protests were received during the prescribed protest period.

Proposal Evaluation Matrix

Evaluation Criteria	Possible Points
Understanding /Response to Scope of services	40
Experience of Company/Personnel	25
References/Past Performance	20
Cost	15
Total	100

Proposal Details and Scoring

Vendor Name	Evaluation Score
Clean Harbors Environmental Services, Inc.	93.13

Proposed contract amounts are not definite given they will vary depending on the material type and volume collected. For the purposes of evaluations, proposers submitted costs by material type and container size that include all labor, materials, transportation, and disposal/recycling charges for the waste generated.

FISCAL IMPACT

Per the agency's purchasing policy, 10% of the board-approved contract amount is available for change orders, as needed, at the discretion of the Executive Director. Therefore, upon execution of the contract, the not-to-exceed amount for this contracted work is \$1,155,000.

Clean Harbors Environmental Services, Inc. contract amount	\$1,050,000
Max contingency budget (10%)	\$105,000
Max budget:	\$1,155,000

The current board-approved budget includes \$150,000 in the Operations Budget for this project for FY 2024-25.

STAFF CONTACT

James Moore, Regional Waste Authority Director at jmoore@mcrwma.org or 209-723-4481 X 221.

ATTACHMENTS

Contract Template, Scope of Services and Pricing

**Contract Template
Included in
Request for Proposals
for**

Household Hazardous Waste Management Services RFP20240613MCRWMA

THIS AGREEMENT is made and entered into this 1st day of September 2024 by and between Merced County Regional Waste Management Authority, a California joint powers authority within the meaning of Government Code § 6500 et seq (hereinafter referred to as "MCRWMA"), and *To Be Determined*, (hereinafter referred to as "CONTRACTOR").

It is agreed between the parties that:

Section One – Scope of Services

CONTRACTOR agrees to perform all work necessary to complete, in a manner satisfactory to MCRWMA, those items described in EXHIBIT A – SCOPE OF SERVICES and incorporated herein by this reference as if set forth in full.

Section Two – Notice to Proceed

MCRWMA shall serve an email notice to proceed upon full execution of this Agreement. Upon receipt of such notice, CONTRACTOR shall diligently proceed with the work authorized and complete it within the agreed time period.

Section Three – Term

CONTRACTOR shall commence work immediately following execution of this Agreement. CONTRACTOR shall complete the performance of its obligations under this Agreement by August 31, 2027. All work is contingent upon agreed upon services, available funding, and successful performance. The contract may be extended by MCRWMA for up to three (3) additional one-year terms and shall be based on available funding and successful performance. The contract will be a fixed price contract for the full term including extensions.

Section Four – Compensation and Invoicing

For services performed pursuant to this Agreement, MCRWMA agrees to pay, and CONTRACTOR agrees to accept as payment in full, the amounts as identified on the cost summary provided in EXHIBIT B – COST SUMMARY. CONTRACTOR shall be reimbursed no later than thirty (30) days following receipt of a written, acceptable billing to MCRWMA. Invoice shall include details of tasks and/or work completed relevant to the billing payment request.

In each invoice, CONTRACTOR shall include Agreement Number 20240613KL, the full agreement

amount, the previously billed amount, the current invoice dollar amount, and the remaining agreement balance.

In the event MCRWMA disputes all or any part of a bill submitted by CONTRACTOR pursuant to this Agreement, MCRWMA shall pay the undisputed portion of the invoice when due and shall notify CONTRACTOR of the disputed amount in writing at least ten (10) days prior to the due date of the disputed invoice. The Parties shall use best efforts to resolve the dispute amicably and promptly. Upon determination of the correct billing amount, MCRWMA shall pay such amount within ten (10) days of such determination.

Section Five – Insurance

CONTRACTOR shall, for the duration of this Agreement, purchase and maintain insurance to protect against loss resulting from the performance of its duties under this Agreement. Said insurance coverage shall comply with the following minimum requirements:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Professional Liability or Errors and Omissions Insurance: \$1,000,000.

Original certificates of such insurance shall be filed with MCRWMA. Said certificates shall evidence coverage through the term of this Agreement, reference the Agreement Number 20240613KL, and shall name MCRWMA as an additional insured, with the exception of Professional Liability or Worker's Compensation. Modifications to insurance requirements must be approved by MCRWMA in writing. CONTRACTOR is responsible for providing MCRWMA updated insurance documents annually.

CONTRACTOR shall maintain worker's compensation coverage sufficient to comply with statutory requirements and limits as required by the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident.

All policies shall be endorsed to waive the insurer's subrogation rights against MCRWMA.

Section Six – Changes to Scope

MCRWMA may at any time, and upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. CONTRACTOR shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify MCRWMA in writing. Upon agreement between MCRWMA and CONTRACTOR as to the extent of said impacts on time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by MCRWMA and CONTRACTOR shall constitute the CONTRACTOR's notice to proceed with the changed scope.

Section Seven – Compliance with Laws, Rules, and Regulations

All services performed by CONTRACTOR pursuant to this Agreement shall be undertaken with usual and customary professional care to be performed in accordance and full compliance with all applicable federal, state or city statutes, and any rules or regulations promulgated thereunder.

Section Eight – Responsibility of CONTRACTOR

By executing this Agreement, CONTRACTOR warrants to MCRWMA that it possesses, or will arrange to secure from others, all of the necessary professional services, resources and facilities to provide MCRWMA with the services contemplated under this Agreement. CONTRACTOR further warrants that it will follow the best current, generally accepted practice of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement.

Section Nine – Responsibility of MCRWMA

To the extent appropriate to the Project contemplated by this Agreement, MCRWMA shall:

- A. Assist CONTRACTOR by placing at its disposal all available information pertinent to the project.
- B. Examine all studies, reports, proposals and other documents presented by CONTRACTOR, and render verbally or in writing, as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR; and,
- C. The Diversion Programs Manager, or designee, will act as MCRWMA's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define MCRWMA's policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONTRACTOR's services.

Section 10 – Termination for Convenience of MCRWMA

MCRWMA may terminate this Agreement, with or without cause, at any time by giving CONTRACTOR ten (10) days written notice of such termination. If this Agreement is terminated by MCRWMA as provided herein, CONTRACTOR shall be paid a total amount that is the ratio of completed tasks to total services as determined by MCRWMA, less payments already made under this Agreement. This proration shall be extended to cover any fixed fee charged for a fully completed product. Upon termination, CONTRACTOR will give MCRWMA all of its work product.

Section 11 – Termination of Agreement for Cause

- A. MCRWMA, may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
 1. If CONTRACTOR fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
 2. If CONTRACTOR fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and in either of these two circumstances does not correct such failure within a period of ten (10) days (or such longer period as MCRWMA may authorize in writing) after receipt of notice from MCRWMA specifying such failure.
- B. In the event MCRWMA terminates this Agreement in whole or in part as provided in Paragraph A above, MCRWMA may procure, upon such terms and in such manner as it may determine

appropriate, services similar to those terminated.

- C. Except with respect to defaults of subcontractors, CONTRACTOR shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to timely perform is caused by the default of a subcontractor that is mandated, required, or otherwise imposed on CONTRACTOR by MCRWMA, CONTRACTOR shall not be liable for failure to perform the services.
- D. Should the Agreement be terminated as provided in Paragraph A above, CONTRACTOR shall provide MCRWMA with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONTRACTOR pursuant to this Agreement. Upon termination as provided in Paragraph A above, CONTRACTOR shall be paid the value of the work performed, as determined by MCRWMA less payments of compensation previously made. Payments previously made by MCRWMA to CONTRACTOR shall be credited to the amount payable to CONTRACTOR for allowable costs as provided herein, except, however, CONTRACTOR shall be entitled to a proportionate fixed fee, if any, which, in the opinion of MCRWMA, it has legitimately earned and was not related to the cause for which this Agreement was terminated.
- E. If after notice of termination of this Agreement as provided for in this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of MCRWMA.
- F. Failure to pay subcontractors may, at the discretion of MCRWMA, constitute a material breach of this agreement.

Section 12 – Interest of Officials and CONTRACTOR

- A. No member or delegate to the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- B. CONTRACTOR hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

Section 13 – Subcontracting

- A. CONTRACTOR shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of MCRWMA.
- B. All subcontracts shall be subject to the provisions contained in this Agreement between MCRWMA and CONTRACTOR.
- C. If the subcontractor is a Disadvantaged Business Enterprise, prompt payment and return of retainage requirements apply, as referenced in 49 CFR 26.29. CONTRACTOR will provide payment records upon MCRWMA's request.
- D. CONTRACTOR cannot terminate a subcontractor, including a DBE subcontractor, for convenience if CONTRACTOR listed the subcontractor in response to the RFP, and then perform

the work of the terminated subcontract with its own forces or those of an affiliate, without MCRWMA's prior written consent.

Section 14 – Negotiated Agreement

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

Section 15 – Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of any successors or assigns.

Section 16 – Independent Contractor

MCRWMA and CONTRACTOR agree that CONTRACTOR is an independent contractor, and that no employer-employee relationship exists between MCRWMA and CONTRACTOR or any of its subcontractors. CONTRACTOR shall be solely responsible for the work performed under this Agreement and for the conduct and control of its employees and/or subcontractors. CONTRACTOR shall be free to render services to others during the term of this Agreement so long as such activities do not interfere with or diminish CONTRACTOR 's ability to fulfill the obligations established herein to MCRWMA.

Section 17 – Dispute Resolution, Attorney Fees, Jurisdiction, and Venue

In any action, suit or proceeding arising out of or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law relating to this Agreement or any litigation or arbitration arising out of this Agreement shall be interpreted pursuant to California law, subject to the jurisdiction of the Superior Court of California, and venued in the County of Merced. CONTRACTOR expressly waives federal jurisdiction.

Section 18 – Publication

No reports relating to this work shall be published by CONTRACTOR without written permission of MCRWMA.

Section 19 – Indemnification

CONTRACTOR shall indemnify and defend MCRWMA and hold it harmless from and against any and all claims, demands, or liability arising out of or in any way connected with the performance of this Agreement. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of MCRWMA. CONTRACTOR will, on request and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay MCRWMA for any loss, cost, damage, or expense,

including attorney's fees suffered by it hereunder.

Section 20 – Ownership of Documents

All documents, methodological explanations, computer programs, drawings, designs and reports generated as a result of work on this Agreement shall be the property of MCRWMA.

Section 21 – Documentation/Access to Records

CONTRACTOR shall document the results of the work with each billing, to the satisfaction of MCRWMA. Such documentation shall include a progress summary, listing attainment of Agreement objectives. CONTRACTOR shall work with MCRWMA to ensure that all paperwork requirements are met.

CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment to CONTRACTOR. Such materials shall be available for inspection by authorized representatives of MCRWMA, or the copies thereof shall be furnished if requested. The FTA, FHWA, Comptroller General of the United States, or any authorized representative, shall have access to any books, documents, papers and records of the CONTRACTOR, that are directly pertinent to that specific Agreement, for the purpose of making audit, examination, excerpt and transcriptions.

Section 22 – Waiver

No waiver by either party of any default, breach, or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach, or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

In no event shall the making, by MCRWMA, of any payment to CONTRACTOR constitute, or be construed as, a waiver by MCRWMA of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by MCRWMA while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full obligations under this Agreement.

Section 23 – Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- | | |
|-------------------|---|
| A. To MCRWMA: | James Moore, Regional Waste Authority Director
Merced County Regional Waste Management Authority
7040 N. Highway 59
Merced, CA 95348 |
| B. To CONTRACTOR: | Contact Name, Title
Company Name
Street Address |

City, State, Zip Code

Nothing hereinabove shall prevent either MCRWMA or CONTRACTOR from personally delivering any such notices to the other.

Section 24 – Integration

This Agreement, and Exhibits A, and B represent the entire understanding of MCRWMA and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by MCRWMA and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

Regional Waste Management Authority:

CONTRACTOR:

By _____
Stacie Guzman, Executive Director

By _____
Contact Name, Title

APPROVED AS TO FORM:

By _____
General Counsel, Haden Law Office

EXHIBIT A – SCOPE OF SERVICES
(Section II of RFP20240613MCRWMA)

GENERAL

MCRWMA operates a Household Hazardous Waste Program for the collection and management of hazardous waste, including household and conditionally-exempt small quantity generator (CESQG) universal and electronic waste.

MCRWMA operates two permanent HHW collection facilities within the County of Merced: 1) Highway 59 Landfill HHW Site, located at 7040 N. Highway 59, Merced, CA, which is a site that accepts antifreeze, batteries, oil, and paint (ABOP) items, electronic waste, and universal waste from residents during regular landfill operating hours; and, 2) the Billy Wright HHW site, located at 17173 S. Billy Wright Road, Los Banos, CA, which is a recycle-only site that accepts ABOP items, electronic waste, and universal waste from residents during regular landfill operating hours.

Other HHW materials are sometimes found in load checks at both landfill locations. These materials are then placed into HHW lockers. HHW collection events are held at the Highway 59 Landfill HHW Site quarterly and twice a year at a temporary/mobile site in Los Banos, CA for the collection of HHW from residents and CESQGs. HHW materials collected during these events will need to be packaged, transported and disposed of, recycled, or incinerated. The estimated number of residential participants at the Highway 59 site events ranges from 55 to 100 and five (5) to 20 for CESQG's. The estimated number of residential participants at the Los Banos mobile events ranges from 100 to 220 and five (5) to 20 for CESQG's.

SCOPE OF SERVICES

Services to be provided shall include, but are not limited to:

CONTRACTOR shall manage periodic collections (at least every 90 days) of HHW from residents and CESQGs at the Highway 59 and Billy Wright Landfill HHW Sites. CONTRACTOR shall also manage HHW during HHW collection events at least six (6) times a year. CONTRACTOR shall provide traffic control and offload waste from participants vehicles during the events. HHW collection events are offered to residents and CESQGs. Four (4) of the events shall take place at the Highway 59 collection site and two (2) at temporary sites in Los Banos, CA. Event locations may change but shall all be within Merced County.

CONTRACTOR shall furnish all necessary and appropriate personnel and properly certified equipment to safely and lawfully handle, package, transport, and dispose of/recycle/incinerate all HHW that may be collected at the Highway 59 Landfill and Billy Wright Landfill in accordance with California Health and Safety Code, California Code of Regulations and other applicable federal, state and local regulations related to HHW.

CONTRACTOR shall include all labor, material and equipment necessary to handle, package, transport, and dispose of/recycle/incinerate all HHW collected at the periodic events, including, but not limited to, the following:

1. Solvents

2. Aerosols
3. Dry Pesticides, Poisons
4. Liquid Pesticides, Poisons
5. Corrosives
6. Flammable Solids
7. Flammable Liquids
8. Acid/Base Solids
9. Acid/Base Liquids
10. Oxidizers
11. Ammonium Nitrate Fertilizer
12. Propane Cylinders
13. Non-Reactive Labpacks
14. Reactive Labpacks
15. Mercury Articles
16. Used Motor Oil and Used Motor Oil Filters
17. Contaminated Oil
18. Latex Paints
19. Oil-Based Paints
20. Empty Drums for Recycle
21. Contaminated Rags
22. Antifreeze
23. Electronic Waste
24. Universal Waste
25. Unlabeled paints
26. Other waste

All such work shall be performed in a thorough and efficient manner under the administration of and to the satisfaction of MCRWMA. MCRWMA shall determine, at its discretion, which items on the list above that CONTRACTOR shall handle, package, and dispose of/recycle/incinerate.

Antifreeze, used motor oil, and used motor oil filters, vehicle batteries, E-Waste, and other materials designated by MCRWMA collected during the Highway 59 landfill events shall be placed in the proper locations, to be collected by an existing CONTRACTOR. All HHW collected during the Los Banos mobile events shall be collected, packaged, transported, and disposed of/recycled/incinerated. All latex and oil-based paints collected at both landfill HHW sites and during the events shall be handled, packaged, transported and recycled by the CONTRACTOR. CONTRACTOR shall have an agreement with PaintCare for proper recycling. Note, all other ABOP collected during regular landfill operating hours shall be collected by existing vendors, with the exception of paint.

- A. Highway 59 quarterly events shall last a minimum of four (4) hours each day and occur between 8:00 a.m. and 12:00 p.m. The two yearly events in Los Banos shall coincide with the city's community clean up event and will last a minimum of four (4) hours between 8:00 a.m. and 12:00p.m. but will be subject to change based on event scheduling. Event dates shall be determined by MCRWMA.
- B. CONTRACTOR shall provide professional Fixed Cost services. Fixed Cost services shall include:

1. Any mobilization fee;
 2. Perform site setup and breakdown;
 3. Plan and provide emergency response services;
 4. Prepare health and safety plans;
 5. Identify hazardous waste and segregate incompatible hazardous waste;
 6. Properly package waste for transport in compliance with 49 CFR, Chapter I, Subchapter A, § 172.101 et. al.;
 7. Properly label packaged waste;
 8. Prepare Bills of Lading;
 9. Prepare manifests;
 10. Prepare waste profiles;
 11. Submit e-manifests to the Department of Toxic Substances Control (DTSC) on behalf of MCRWMA within 35 days of shipment;
 12. Prepare and deliver Form 303 data with each event invoice;
 13. Provide assistance with Form 303;
 14. Properly placard containers for shipment;
 15. Provide miscellaneous equipment;
 16. Provide and set up appropriate offsite signage for mobile events;
 17. Provide and direct personnel and services required to conduct these activities;
 18. Staffing shall include, at a minimum, a project or event manager, a chemist, and technician(s);
 19. Any vehicle used to transport hazardous waste shall be registered with the DTSC as a Registered Hazardous Waste Hauler and shall display a current sticker from the DTSC;
 20. CONTRACTOR must possess a current Federal Environmental Protection Agency Identification Number as a Transporter;
 21. If CONTRACTOR owns a Transportation Storage Disposal Facility (TSDF), the facility must possess a current Federal Environmental Protection Agency TSDF Identification Number;
 22. Provide a contact person and phone number for participants to call and schedule an appointment;
 23. Schedule participants (both residents and CESQG's);
 24. Take payments directly from CESQG's. No charge to residents;
 25. Provide detailed journals of wastes accepted; and
 26. Provide detailed invoices.
- C. CONTRACTOR shall provide sufficient labeled, replacement containers approved by the U.S. Department of Transportation suitable for packaging, transporting, and disposing of/recycling/incinerating of HHW. The number of containers supplied shall provide adequate capacity to accommodate all HHW delivered to the collection sites. Bulking and packaging of material shall be done in yard boxes or in containers of eighty-five (85) gallon capacity or less.
- D. CONTRACTOR shall provide a sufficient number of properly trained attendants to complete the packaging, transporting, and disposal/recycling/incinerating of all HHW.
- E. At the time CONTRACTOR takes possession of HHW materials from the place of transfer, or accepts delivery of the HHW materials at the designated storage or disposal facility,

whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the HHW materials shall be vested in the CONTRACTOR. Unless rejected by the CONTRACTOR, all HHW tendered or submitted shall be conclusively considered accepted and shall be thereafter the sole responsibility of the CONTRACTOR to safely and lawfully package, transport, and dispose of/recycle/incinerate. Provisions shall be made by the CONTRACTOR to provide personnel who will properly inspect, treat, and prepare HHW materials before transporting these materials from the collection site premises.

- F. CONTRACTOR shall be responsible for removal and disposal of HHW to an approved disposal site, recycling facility or incinerator, and shall provide all laboratory services required for proper inventorying, identification, and cataloging of HHW. All charges for laboratory services shall be included as part of the billing rate. CONTRACTOR shall also be responsible for removal and disposal of all waste it creates in performing the services described herein, including, but not limited to, protective clothing, material boxes and site coverings, all of which shall be disposed of in compliance with all applicable laws and regulations.
- G. CONTRACTOR shall provide MCRWMA with proper documentation of all HHW collected at MCRWMA sites and sent to an approved disposal site, recycling facility, or incinerator. Such documentation shall be separate for each site and may include, but is not limited to, HHW manifests and bills of lading.
- H. CONTRACTOR warrants that it understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage and treatment of/disposal/incineration of HHW materials.
- I. CONTRACTOR, its employees and subcontractors, shall comply with MCRWMA's safety procedures while on the collection site premises.
- J. CONTRACTOR shall invoice CESQGs directly and credit MCRWMA for CESQG charges on MCRWMA invoices. CESQGs shall pay the same rates as MCRWMA.

EXHIBIT B – COST SUMMARY
(CONSULTANT’S Cost Submittal for RFP20240613MCRWMA)

Household Hazardous Waste Management Services – 3 YEAR Term					
Material	Cubic Yard Box (if applicable)	55 gal	30 gal	5 gal	Method(s) of Disposal/Recycling
Latex Paint for Recycling*					
Solvents					
Oil Based Paint*					
Unlabeled Paint					
Aerosols*					
Liquid Pesticides, Poisons*					
Dry Pesticides, Poisons*					
Corrosives*					
Flammable Liquids, Bulked*					
Flammable Solids*					
Acid/Base Liquids*					
Acid/Base Solids*					
Oxidizers*					
Ammonium Nitrate Fertilizer					
Propane Cylinders*					
Non-Reactive Lab packs					
Reactive Lab packs					
Antifreeze*					
Used Motor Oil*					

Household Hazardous Waste Management Services – 3 YEAR Term Continued					
Material	Cubic Yard Box (if applicable)	55 gal	30 gal	5 gal	Method(s) of Disposal/Recycling
Used Oil Filters*					
Mercury Articles					
PCB Waste (includes ballasts) *					
Contaminated Rags					
Contaminated Oil*					
Used Empty Containers and/or Drums for Recycle*					

Household Batteries (Alkaline)*					
Household Batteries (NiCads)*					
Household Batteries (Lithium)*					
Household Batteries -Lead Acid Small (gel cells)*					
Car Batteries*					
Fluorescent Tubes*					
Mixed Electronic Waste					
CRT Units (TV's, computer, monitors) & LCD's					
Universal Waste *					
Other (Specify)					

Labor, Equipment, Material and Mobilization Costs – 3 YEAR Term		
Description	Unit of Measure	Price
Field Personnel		
Equipment		
Material		

Labor, Equipment, Material and Mobilization Costs – 3 YEAR Term Continued		
Mobilization Costs (Costs for mobilization of personnel, equipment, and per diem for a one-day event)		
Description	Unit of Measure	Price
Any other Costs		