DATE: Thursday, January 18, 2018
3:00 p.m.

LOCATION: Board of Supervisors Chambers
481 Fourth St., Hollister, CA 95023

DIRECTORS: Chair Igancio Velazquez, Vice Chair Jaime De La Cruz
Directors Tony Boch, Anthony Botelho, and Jim Gillio
Alternates: San Benito County: Mark Medina;
City of Hollister: Mickie Solorio Luna; City of San Juan Bautista: Jim West
Ex Officio: Caltrans District 5

Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. The Opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section F. Public Comment.

3:00 P.M. CALL TO ORDER

A. Pledge of Allegiance
B. Verification of Certificate of Posting
C. ELECT COG Chairperson for 2018
D. ELECT COG Vice Chairperson for 2018
E. Public Comment (Opportunity to address the Board on items of interest on a subject matter within the jurisdiction of the Council of Governments and not appearing on the agendas. No action may be taken unless provided by Govt. Code Sec. 54954.2 Speakers are limited to 3 minutes.)
F. Executive Director's Report
G. Caltrans Report - Gubbins/Loe
H. Board of Directors’ Reports

CONSENT AGENDA:
(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)
1. **APPROVE** Council of Governments Draft Meeting Minutes Dated December 21, 2017 - Gomez

2. **RECEIVE** Construction Projects Report - Caltrans District 5

3. **APPROVE** Continuing Cooperative Agreement with the Association of Monterey Bay Area Governments for Reimbursement for Work related to a Rural RTPA Performance Measures Study - Gilbert

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**REGULAR AGENDA:**

**3:00 P.M. Public Hearing (Or As Soon Thereafter As the Matter May Be Heard)**

4. **Draft 2040 San Benito Regional Transportation Plan** - Lezama
   b. **CLOSE** Public Hearing on the Draft 2040 San Benito Regional Transportation Plan.
   c. **DIRECT** Staff to Respond to Public Comments in the Final 2040 San Benito Regional Transportation Plan.

5. **APPROVE** Letter of Support for the Valley Transportation Authority’s Application for Trade Corridor Enhancement Program Funds for the State Route 25/101 Interchange Project - Gilbert

6. **DISCUSS** Long-Term Transportation Funding Strategy Work Plan for the San Benito County Region, Including a Special Sales Tax For Transportation - Gilbert

7. **Senate Bill 1 State of Good Repair Program Funds for Transit** - Valentine
   a. **ADOPT** Resolution 18-01 Authorizing the Execution of the Certifications and Assurances for the California State of Good Repair Program
   b. **ADOPT** Resolution 18-02 Approving Projects for Funding and Authorizing the Executive Director to Apply for and Accept FY 2017-18 California State of Good Repair Program Funds Totaling $77,185.

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**CLOSED SESSION:**

8. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
   Title: COG Executive Director

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Adjourn to COG Meeting on February 15, 2018. Agenda Deadline is Tuesday, January 30, 2018 at 12:00 p.m.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Council of Governments Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Council’s office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.
District Director’s Report
A quarterly publication for our transportation partners

Highway 1 Realignment Completed

Caltrans recently completed the $21.3 million Highway 1 Piedras Blancas project, which realigned 2.8 miles of roadway to protect from rising sea levels, storms and coastal erosion in San Luis Obispo County. The project moved Highway 1 up to 475 feet inland from its previous alignment and installed parking for trail access at both ends of the new segment. The new facility features widened shoulders near the Hearst San Simeon State Park.

All land west of the realigned highway will become state park land once restoration and mitigation work is completed on the old alignment. Over the next several years, the project will also restore and enhance 12 acres of off-site state park lands to mitigate impacts to natural areas. Caltrans also contributed $1.4 million for State Parks to construct a 3.5-mile new segment of the California Coastal Trail. The pathway will connect the existing network of bluff-top trails north and south of the new roadway with bicycle and pedestrian accessibility.

Highway 1 is a State Scenic Route, National Scenic Byway and All-American Road on the Pacific Coast Bicycle Route. More information: http://www.dot.ca.gov/distoc/projects/slos_piedras/index.htm

Roundabout Benefits

So far, District 5 has implemented three roundabouts on the state highway system in Santa Barbara County and local partners are planning for more throughout the District. Roundabouts are safer, more efficient, less costly and more aesthetically appealing than conventional intersections, according to the Federal Highway Administration. They substantially reduce the types of crashes resulting in injury or loss of life—from 78 to 82 percent compared to conventional stop-controlled and signalized intersections. Safety benefits include reducing the following collision types:

- 37 percent overall
- 75 percent injury
- 90 percent fatality
- 40 percent pedestrian

Photos Source: FHWA

The likelihood and severity of collisions are reduced as travel speeds are lowered between 15 and 25 mph. The innovative improvement also features a continuous, circular flow of traffic. Motorists yield to other drivers’ only before entering a roundabout; if no other vehicles are present, they continue moving. The mobile traffic helps prevent the incentive to speed up and beat the light as often occurs at more traditional signalized intersections. Roads entering a roundabout are gently curved to direct vehicles into the intersection and travel counterclockwise around the facility.

Continued on back
Roundabout continued

The curved roads and one-way travel eliminate the possibility for T-bone and head-on collisions. Roundabouts are adaptable to different locations and come in all shapes and sizes, including oval, teardrop, peanut and dog-bone. They feature small, simple, single-lane facilities along with larger and more complex multi-lanes. They are designed to allow pedestrians to cross one direction of traffic at a time on each leg. The fewer conflict points for vehicles and pedestrians—plus slower speeds, well-defined crossings and splitter islands—result in motorists yielding to those on foot.

At roundabouts, bicyclists have the option to either take the lane as a vehicle or pedestrian on the shared use path around the facility. Recent nationwide safety research has not yet noted any substantial problems for bicyclists. Some studies show these improvements generate significantly less air pollution from vehicles compared to a stop-controlled intersection. They are also more cost-effective with the following benefits: safety, life-cycle, fewer travel delays, reduction of both fuel consumption and greenhouse gas emissions, and less right-of-way requirement on approaching streets. More information: http://www.dot.ca.gov/hq/tp/Offices/omsp/system_planning/documents/Final_2017_CA_SHA_Roundabout_Inventory_Report_00812017.pdf

Transportation Asset Management Plan

The 2018 draft Transportation Asset Management Plan provides a framework for addressing performance gaps, prioritizing actions and instituting business practices streamlining asset management activities. The main goals include strengthening local, regional and state coordination and improving transportation infrastructure management through transparent information. Caltrans produced the living document through extensive statewide public outreach. It will be regularly updated with performance outcomes and consistency with the 2017 State Highway System Management Plan’s 10-year project plan. More information: http://www.dot.ca.gov/assetsmgmt/tam_plan.html

Climate Change Vulnerability

Caltrans recently released its first Climate Change Vulnerability Assessment detailing potential impacts to the state highway system in the San Francisco Bay Area. This is the first of 22 studies planned to cover each Caltrans District. The online report discusses the effects of rising sea levels and higher storm surges, more frequent wildfires, changing precipitation patterns and increasing temperatures. It also provides data to address changes in planning, design, construction, operations and maintenance. Overall, the assessment seeks to guide future planning processes and investments ensuring the long-term future of the state’s transportation system. District 5’s assessment awaits more elevation data, and is scheduled for release in spring 2019. More information: http://www.dot.ca.gov/phfa/pwr/2017/0517/PR32.html

Planning Grants Produce Sustainable Communities

Caltrans recently awarded the following transportation planning grants in District 5:

Sustainable Communities:

- TMC – Seaside and Marina Complete Streets Plan, $362k.
- City of Guadalupe – Mobility and Revitalization Plan, $206k.
- City of Watsonville – Complete Streets Plan, $321k.
- Santa Cruz County Health Services Agency – Complete Streets to Schools Plan, $367k.

SB1 provided $25 million statewide for 2017-2018 local transportation planning grants

These successful grants were funded through the recently enacted Senate Bill 1, the Road Repair and Accountability Act, for maintaining and integrating the state’s multimodal transportation system. This funding adds to the Sustainable Transportation Planning Grant Program.

Call for Projects

A call for projects is under way for the 2018/2019 Transportation Planning Grants, which include Sustainable Communities ($29.5 million), Strategic Partnerships ($4.3 million) and Adaptation Planning ($7 million). Successful projects directly benefit the multimodal transportation system by improving public health, social equity, the environment and community livability. Deadline to submit applications to Caltrans is Friday, Feb. 23, 2018. Online applications, guidelines and more information: http://www.dot.ca.gov/hq/tp/tp/grants.html
SAN BENITO COUNTY
COUNCIL OF GOVERNMENTS
REGULAR MEETING

December 21, 2017, 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:
Chair Velazquez, Vice-Chair De La Cruz, Director Boch, and Director Botelho

MEMBERS ABSENT:
Director Gillio
Ex Officio: Caltrans District 5

STAFF PRESENT:
Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Administrative Services Specialist, Kathy Postigo; Veronica Lezama; Transportation Planner, Regina Valentine; Secretary I, Monica Gomez

OTHERS PRESENT:
Joe Arch, JJACPA, Inc.; Caroline Medina, MV Transportation; Heather Adamson, Association of Monterey Bay Area Governments

CALL TO ORDER:
Chair Velazquez called the meeting to order at 3:00 P.M.

A. PLEDGE OF ALLEGIANCE

B. CERTIFICATE OF POSTING
Upon a motion duly made by Director De La Cruz, and seconded by Director Boch, the Directors acknowledged the Certificate of Posting. Vote: 4/0 motion passes.

C. PUBLIC COMMENT:
Chair Velazquez stated for the record that the COG Board received Joe Thompson’s public comment correspondence dated November 27, 2017 through December 19, 2017. The correspondence was entered into the public record.

D. EXECUTIVE DIRECTOR’S REPORT: Gilbert

Ms. Gilbert was pleased to announce that staff received notification that they will receive Transportation Planning Grant funded through Senate Bill 1 for $150,000 for a Rail Feasibility Study and other Corridor Alternative Study for the Highway 25.

Ms. Gilbert reported that the Hollister Police Department hosted a Turning Wheels for Kids Bike Giveaway at the Hollister Police Department on Saturday. COG staff, Veronica Lezama, participated in the event providing helmet fittings for kids.
Ms. Gilbert reported that she and Director Botelho attended the “Coffee with a Cop” event hosted by Hollister-Gilroy area CHP at the Mars Hill Coffeehouse last week. She stated that it was a good event and an opportunity to have discussion with members of the community about the recent increase in traffic on the unincorporated roadways of San Benito County. CHP plans on hosting this event every other month in Hollister.

Ms. Gilbert reminded the Board that the COG office will be closed for the Holidays from December 22nd – January 1st. The office will reopen January 2nd, 2018.

E. **CALTRANS DISTRICT 5 REPORT: NONE**

Ms. Gilbert announced that Caltrans was unable to attend the COG meeting this month, but asked to forward any questions or concerns to them and they would work on providing a response as soon as possible.

F. **BOARD OF DIRECTORS REPORTS:**

Director Botelho commented on his request to Caltrans regarding the State Route 156 project and the idea of a possible cost savings on the project by closing San Juan Road. He was not pleased to hear that this would not be possible because the project is too far ahead and Caltrans is already undergoing land acquisitions. He stated that a roundabout will be needed in that area because the Union Road intersection is going to be a mess after the project is completed.

**CONSENT AGENDA:**

1. **APPROVE** Council of Governments Draft Special Meeting Minutes Dated November 16, 2017 – Gomez
2. **APPROVE** Council of Governments Draft Meeting Minutes Dated November 16, 2017 – Gomez
3. **RECEIVE** Construction Projects Report – Caltrans District 5
4. **Council Of Governments Website Redesign** – Postigo
   1. **APPROVE** Contract with Pat Davis Design Group, Inc. for an Amount not to Exceed $12,965 for the redesign of the San Benito County Council of Governments’ Website and **AUTHORIZE** the Executive Director to Sign the Contract. **OG Office Closure Days from December 22, 2017 through January 2, 2018 – Postigo**
   2. **APPROVE** Budget Adjustment/Transfer 17-18-01.

There was no public comment on the Consent Agenda.

*Upon a motion duly by made by Director De La Cruz, and seconded by Director Boch, the Directors approved Items 1- 4 from the Consent agenda. Vote: 4/0 motion passes.*

**REGULAR AGENDA**

TRANSPORTATION ITEMS:

5. **ACCEPT** Council of Governments FY 2016/17 Basic Financial Statements – Postigo

Ms. Postigo introduced Joe Arch with JJACPA, Inc. who presented the FY 2016/17 Basic Financial Statements.

Mr. Arch reported that there were no findings and the financial statements were presented in conformity with accounting principles generally accepted in the United States of America.
Mr. Arch noted that there was an issue with the account structure at the County level that had not been resolved. He stated that it’s mostly due to changes in the new accounting system at the County and possibly lack of county staff. They plan on setting up another meeting with the County Auditor to get the issue resolved.

There was brief discussion from the Board. In an effort to resolve the matter, Chair Velazquez directed staff to prepare a letter addressed to the County Auditor regarding the issue and place the item on a future agenda.

**Public Comment:**

*Keith Snow*

Mr. Snow stated that they can get cited on the books. He said that things have to get organized at the Auditor’s office. He said that there needs to be transparency for the public.

*Upon a motion duly made by Director De La Cruz, and seconded by Director Boch, the Directors unanimously approved Item 5 Accepting COG’s FY 2016/17 Basic Financial Statements. Vote: 4/0 motion passes.*

6. **DISCUSS** Long-Term Transportation Funding Strategies for the San Benito County Region, Including a Special Sales Tax for Transportation – Gilbert

Ms. Gilbert provided a Power-Point presentation on the Transportation Funding Strategies. She stated that staff was seeking Board direction on what the amount of tax should be, how long the tax should be levied, and what major projects/categories should be highlighted in the ballot question.

There was discussion from the Board regarding what major projects should be highlighted in the ballot. They also discussed going after a 1 cent tax measure for 30 years or ¾ cent tax for 30 years, noting that it could be tough to sell a 1 cent tax to the public. They stated that this question could be asked during the polling survey.

Ms. Gilbert mentioned to the Board that it could be difficult to get the 2/3 voter approval required for a 1 cent tax.

**Public Comment:**

*Keith Snow*

Mr. Snow stated that the voters want to know what was done with all of the money to fix our roads. He asked how the voters can have trust in the City and County when nothing was done to fix local roads.

*Stephen Rosati*

Mr. Rosati stated that he understood the Board’s drive to go with a 1 cent tax measure for 30 years, however, he stated that if they wanted to keep the 60% of voters who voted in favor of the last measure, they should stick to the ½ cent tax for 25 years and work on the voters who voted against it. He stated that a ¾ cent tax for 25 years is going to take a lot of education and effort. Regarding the ballot question, Mr. Rosati stated that the first bullet should include state and transportation needs. He stated that there should also be a better description of Phase I from San Felipe Road to Hudner Lane on Highway 25. Lastly, improving transit services for youth, seniors, and people with disabilities.

After some discussion regarding the ballot question, there was consensus from the Board to keep the Highway 25 4-lanes project, repair Local streets and roads as priority. There was also consensus to pursue a 1 cent tax for 30 years and to pose this question to the public during the polling survey. Once they get the information back they can analyze the results and change their approach if needed.
The Board also directed the Executive Director to pursue a contract with an outside firm to assist with public outreach and strategy.

Upon a motion duly made by Director Boch, and seconded by Director De La Cruz, the Directors Unanimously adjourned the COG meeting. The meeting was adjourned at 4:02 p.m. Vote: 4/0 motion passes.

ADJOURN TO COG MEETING JANUARY 18, 2018 at 3:00 P.M.
## CONSTRUCTION PROJECTS

<table>
<thead>
<tr>
<th>Project</th>
<th>Location/ Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager (Resident Engineer)</th>
<th>Contractor</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Highway 156 San Juan Bautista CAPM (1C8704)</td>
<td>Near San Juan Bautista from State Route (SR) 156/101 separation to the Alameda (PM 0.0/3.0)</td>
<td>Pavement preservation</td>
<td>Fall 2016-Winter 2017</td>
<td>$4.8 million</td>
<td>SHOPP</td>
<td>Brandy Rider (FK/JW)</td>
<td>Granite Rock Company, San Jose</td>
</tr>
</tbody>
</table>
## PROJECTS IN DEVELOPMENT

<table>
<thead>
<tr>
<th>Project</th>
<th>Location/ Post Mile (PM)</th>
<th>Description</th>
<th>Construction Timeline</th>
<th>Construction Cost</th>
<th>Funding Source</th>
<th>Project Manager</th>
<th>Phase</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Highway 25 Curve Restoration Project (1H810_)</td>
<td>On SR 25 near Hollister, just north of San Benito lateral to south of SR 146 (PM 18.8/19.1)</td>
<td>Curve restoration</td>
<td>October 2020</td>
<td>$4.3 million</td>
<td>SHOPP</td>
<td>Brandy Rider</td>
<td>PA&amp;ED</td>
</tr>
<tr>
<td>4.</td>
<td>Highway 25 Super Elevation Adjustment and Culvert Extension (1C260_)</td>
<td>In SBt County, just North of La Gloria Road (PM 25.9/R26.2)</td>
<td>Curve correction</td>
<td>Spring 2019</td>
<td>$2.1 million</td>
<td>SHOPP</td>
<td>Brandy Rider</td>
<td>PS&amp;E/ROW</td>
</tr>
<tr>
<td>5.</td>
<td>Highway 25 Roadway Safety Improvements (1F430_)</td>
<td>In SBt County in Hollister from Sunnyslope/Tres Pinos Road to San Felipe Road (PM R49.9/R52.2)</td>
<td>Route deficiency corrections</td>
<td>October 2018</td>
<td>$6.9 million</td>
<td>SHOPP</td>
<td>Brandy Rider</td>
<td>PS&amp;E/ROW</td>
</tr>
<tr>
<td>6.</td>
<td>Highway 25 Widening Project and Route Adoption Hollister to Gilroy (48540_)</td>
<td>Near Hollister and Gilroy on SR 25 in SBt &amp; SCL Counties (PM SBt 25-51.5 to SCL-25-2.6)</td>
<td>Route adoption</td>
<td>N/A</td>
<td>N/A</td>
<td>Local</td>
<td>Brandy Rider</td>
<td>PA&amp;ED</td>
</tr>
<tr>
<td>7.</td>
<td>Highway 156 Improvement Project (34490_)</td>
<td>On SR 156 in and near San Juan Bautista from The Alameda to slightly east of 4th Street near Hollister (PM 3.0/R8.2)</td>
<td>Construct 4-lane expressway</td>
<td>Summer 2019 to Summer 2021</td>
<td>$57.4 million</td>
<td>STIP/Local</td>
<td>Brandy Rider</td>
<td>PS&amp;E</td>
</tr>
</tbody>
</table>

**ACRONYMS USED IN THIS REPORT:**

- **PA&ED**: Project Approval and Environmental Document
- **PS&E**: Plans, Specifications, and Estimate
- **ROW**: Right of way
- **SBt**: San Benito County
- **SCL**: Santa Clara County
- **SHOPP**: Statewide Highway Operation and Protection Program
- **STIP**: Statewide Transportation Improvement Project
Staff Report

To: Council of Governments
From: Mary Gilbert, Executive Director  
Telephone: (831) 637-7665
Date: January 18, 2018
Subject: Agreement with Association of Monterey Bay Area Governments

Recommendation:

APPROVE Continuing Cooperative Agreement with the Association of Monterey Bay Area Governments for Reimbursement for Work related to a Rural RTPA Performance Measures Study

Summary:

The Council of Governments is coordinating with the Association of Monterey Bay Area Governments to complete a rural transportation performance measurement study to be funded with state rural planning assistance funds. An agreement between COG and AMBAG sets forth the requirements for reimbursable work.

Financial Impact:

COG is receiving $49,000 in Rural Planning Assistance funds for the project. $45,000 will fund the Association of Monterey Bay Area Governments’ work on the project. COG is allocated $4,000 for administration of the program.

Background:

COG amended its Overall Work Program to include a Rural RTPA Performance Measures Study in September 2017. The majority of the work will be completed on behalf of COG by the Association of Monterey Bay Area Governments as set forth in the OWP amendment.

Staff Analysis

Staff has developed a cooperative agreement with AMBAG that sets forth the requirements related to reimbursable work to be conducted by AMBAG for the project.

Supporting Attachments:

Continuing Cooperative Agreement Between COG and the Association of Monterey Bay Area Governments
CONTINUING COOPERATIVE AGREEMENT

between

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

and

ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS

THIS AGREEMENT is entered into effective _____, between the ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (hereinafter referred to as AMBAG or Subrecipient) and the COUNCIL OF SAN BENITO COUNTY GOVERNMENTS (hereinafter referred to as COG).

RECITALS

WHEREAS, the Subrecipient is a California public agency created by statute to provide local transportation planning within San Benito County; and

WHEREAS, the Subrecipient is a Subrecipient of State and Federal planning funds programmed in COG’s annual Overall Work Program (OWP), administered by and through COG. The COG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by COG and its Subrecipients; and

WHEREAS, COG and the Subrecipient intend to coordinate development of the annual COG OWP, with final OWP approval by COG; and

WHEREAS, COG and the Subrecipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by Federal and State requirements; and

WHEREAS, COG and the Subrecipient intend to cooperate to ensure continual satisfactory compliance with applicable Federal and State laws and planning and management guidelines; and

WHEREAS, COG and the Subrecipient intend to ensure their respective cost accounting systems meet Federal and State regional planning fund requirements; and
WHEREAS, COG and the Subrecipient intend to improve accountability of persons carrying out the duties prescribed in this Agreement, and reduce delays associated with the billing process.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT

1. Agreement with the Subrecipient and Amendments. This Agreement constitutes a continual, year-to-year arrangement between the Subrecipient and COG, and may be amended by mutual written agreement.

   a. This Agreement includes the annual "Subrecipient Scope of Work" (Exhibit A), "Subrecipient Budget" (Exhibit B), "Sample Subrecipient Invoice" (Exhibit C) hereinafter referred to as Exhibits A, B, and C respectively, attached hereto and incorporated herein by this reference.

   b. COG's maximum payment obligation to the Subrecipient is limited to those funds indentified in Exhibit B.

2. Scope of Subrecipient Responsibilities.

   a. COG shall engage the Subrecipient and the Subrecipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and in-kind match work, in accordance with the budget constraints described in Exhibit B as reflected in the adopted Overall Work Program.

   b. In accordance with Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), Audits of States, Local Governments, and Non-Profit Organizations and state laws and procedures, the Subrecipient contracts for work identified in Exhibit A under "Consultant Work" are required to be competitively procured consistent with the Caltrans Local Assistance Program Manual, Chapter 10. The Subrecipient must also include the respective COG project manager in selection processes for work identified in Exhibit A.

   c. The Subrecipient’s Project Manager shall coordinate all work described in the Exhibit A with the COG Project Managers identified under each work element listed in Exhibit B. COG shall not be obligated to make payments to the Subrecipient until the Subrecipient’s Project Manager has carried out the applicable responsibilities described herein and in compliance with Sections 6 through 8 of this Agreement.

   d. The Subrecipient shall establish an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as an Executive Committee, Budget and Personnel
3. **Personnel.** The Subrecipient shall hire personnel to perform the work described in Exhibit A, only in the following manner:

   a. **Subrecipient Personnel.** The Subrecipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from COG.

4. **Time of Performance.** The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by COG to the Subrecipient and shall continue until completion, but not later than June 30 of each year. The Notice to Proceed shall be issued upon receipt of final federal approval of the Overall Work Program.

5. **Materials to be Furnished to the Subrecipient.**

   a. COG shall provide the Subrecipient with a right to use (without charge by COG) information, data, reports, records and maps which are in possession of or readily available to COG, for the purposes of carrying out work under this Agreement. However, COG’s proprietary information or otherwise confidential or privileged materials shall not be provided to the Subrecipient, unless authorized by COG’s legal counsel, except as provided under the Public Records Act and other state and federal laws.

   b. At the option of COG and if allowable under Federal and State grant requirements, COG may procure equipment, software, or other materials for use by the Subrecipient, only for purposes of carrying out work described under this Agreement. The Subrecipient agrees to comply with all license agreements for software or other materials procured by COG for use by the Subrecipient.

   c. All equipment, software, or other materials provided to the Subrecipient under this Agreement shall remain the property of COG and shall be returned to COG upon project completion.
6. **Invoices and Progress Reports.** In performing the work described in Exhibit A, the Subrecipient may incur only the costs authorized by Exhibit B. Said costs shall comply with Sections 8 and 9 below. The Subrecipient shall submit to COG, not more frequently than every month, but at least quarterly, each requisition for payment (Invoice) accompanied by a narrative progress report with deliverables as identified in Exhibit A.

a. The Subrecipient shall submit the following relative to an Invoice:

i. An invoice with supporting documentation, including but not limited to cancelled checks and reports from the accounting system that support the costs claimed, in duplicate, in accordance with the "Sample Subrecipient Invoice", Exhibit C.

ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B; and

iii. Upon request of COG, additional information or documentation to support the costs contained in the Invoice.

b. The Subrecipient shall submit an invoice to COG, no later than forty-five (45) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B.

c. In the submittal of invoices the Subrecipient shall include three, double-sided copies of all deliverables to the assigned COG Project Manager, in a commonly used electronic format or hard paper copy, as referenced in Section 9.

d. Year-end Invoices submitted in the fourth quarter and supporting documentation shall be received by COG on or before July 31st of each fiscal year. Invoices received by COG after July 31st for the preceding fiscal year shall not be paid.

e. Payment of the Subrecipient’s Invoices is contingent upon receipt by COG of the above documentation provided by the Subrecipient, consistent with Sections 6 through 8. Payment to the Subrecipient is further contingent upon COG’s determination, that the performance of the Subrecipient meets federal, state and COG standards. The Subrecipient’s invoices shall be reviewed and submitted for payment by COG within 30 days of receipt. No expenses shall be denied without prior consultation with the Subrecipient and a written explanation detailing the basis for the denial.
f. Deadlines described in Sections 6 b-e may be waived if mutually agreed to by COG and the Subrecipient.

7. **Indirect Costs.** The Subrecipient shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by COG prior to submittal of the first Invoice from the Subrecipient.

8. **Non-Federal Match.** The Subrecipient shall provide the required Cash and/or In-Kind match in accordance with Exhibit B (Cash and/or In-Kind match work), along with Local Match Reports provided in a format consistent with Exhibit C. Local Match Reports may be provided to COG by the Subrecipient and/or local public agency(ies) within the Subrecipient. However, it remains the responsibility of the Subrecipient to ensure COG receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements below and the requirements described herein.

   a. **Cash Match Reports** shall be submitted with invoices approved by the Subrecipient’s Executive Director or his/her designee. Cash Match Reports shall include the name of the Subrecipient, the applicable OWP Work Element, the amount of the match and the non-federal source of the matching funds and a statement that the source of funds are non-federal accompanied by an authorized signature of the Subrecipient providing the match.

   b. **In-Kind Match Reports** shall be submitted with invoices approved by the Subrecipient’s Executive Director or his/her designee. In-Kind Match Reports shall include the following information: the name of the Subrecipient and/or local public agency within the Subrecipient, applicable OWP number, description of services performed, period of the service performed, employee name, copies of timecards, actual pay rate, total hours worked, fringe benefit rate, indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 7 above), total cost incurred, and a statement that costs were funded with non-federal local funds accompanied by an authorized signature of the Subrecipient and/or local agency(ies) providing the match. The Subrecipient shall provide additional information or documentation relative to the Match Reports, upon request of COG.

9. **Cost Principles.**

   a. The Subrecipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:

   2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,
b. Any costs for which the Subrecipient receives payment or credit that is
determined by a subsequent audit or other review by either COG, Caltrans
or other State or Federal authorities to be unallowable under, but not limited
to, 2 CFR Part 200, 48 CFR Chapter 1, Part 31, or 49 CFR, Part 18, shall be
repaid by the Subrecipient within thirty (30) days of the Subrecipient
receiving notice of final audit findings.

c. All costs charged to this Agreement by the Subrecipient shall be supported
by properly executed payrolls showing labor (wage) rates per hour, and if
applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both;
time records, including timesheets or time cards signed by the employee and
approved by the supervisor; and invoices and vouchers, evidencing in proper
detail the nature of the charges. These costs shall comply with the cost
principles cited above in paragraph 9 a. of this Agreement.

d. All deliverables published under this agreement shall include the following
statement:

"The preparation of the report was financed in part through grants from the
United States Department of Transportation (DOT) and facilitated by the
Metropolitan Planning Organization, the Council of San Benito County
Governments. Additional financial assistance was provided by the
California State Department of Transportation."

e. All deliverables produced under this agreement which include the
Subrecipient's logos shall also include the COG logo.

f. The Subrecipient agrees to furnish documentation to COG to support this
requirement that its Agreements with a Contractor contain provisions
requiring adherence to this Section in its entirety.

10. Written and Electronic Versions of Work Products and Related Materials. The
Subrecipient shall provide copies of all its deliverables created pursuant to the
Scope of Work to COG in an electronic format. Hard copies will also be provided
upon COG's request. Related materials, including any reports, newsletters or other
written materials will also be provided in hard copy and/or electronic format, upon
COG's request.

a. Any graphic images accompanying the text of these written materials shall
be included, in digitized form, in the electronic version.

b. The electronic versions of all written materials and accompanying graphic
images shall, when printed or otherwise displayed, appear in the identical
format, location, quality, and state of replicating in which they appear in the
hard copy versions.
c. Materials in the electronic version shall be presented to COG in a commonly used electronic format, including the native file.

d. COG shall be free to copyright material developed under this Agreement, to the extent allowable by law. The State and the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this Agreement for government purpose.

11. Records Retention and Audits.

a. The Subrecipient shall maintain, and shall require that its Contractor maintain, all source documents, books and records connected with their performance of work initiated under this Agreement and each annual COG OWP for a minimum of three (3) years from the date of final payment to the Subrecipient or until audit resolution is achieved for each annual COG OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of COG, the State, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by COG upon request at no cost to COG.

b. The Subrecipient shall establish and maintain, and shall require that its Contractor establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item which clearly identify reimbursable costs and other expenditures by OWP work elements.

c. The Subrecipient agrees to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Subrecipient in compliance with Office of Management and Budget Circular A-133.

d. The Subrecipient agrees to furnish documentation to COG to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.
12. **Certifications and Assurances.**

a. The Subrecipient shall adhere to the requirements contained in COG's annual Certification and Assurances (FHWA and FTA "Regional Transportation Planning Process Certification") submitted as part of COG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in COG's OWP. Such requirements shall apply to the Subrecipient to the same extent as COG and may include, but are not limited to:

i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and


b. The Subrecipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in COG's OWP. Such assurances shall apply to the Subrecipient to the same extent as COG, and include but are not limited to the following areas:

i. Authority of Applicant and its Representatives

ii. Standard Assurances

iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions

iv. Drug Free Work Place Agreement

v. Intergovernmental Review Assurance

vi. Nondiscrimination Assurance

vii. Disadvantaged Business Enterprise (DBE) Assurance

viii. Nondiscrimination on the Basis of Disability

ix. Procurement Compliance Certification

x. Certification and Assurance Required by the U.S. Office of Management and Budget.

c. **Federal and State Lobbying Activities Certification.**

i. By signing this Agreement, the Subrecipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been
paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the marking of any State or Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

d. The Subrecipient shall further require its Contractor to comply with these Certifications. The Subrecipient agrees to furnish documentation to COG to support this requirement that all of its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

e. The Executive Director (or other designated, authorized signatory) of the Subrecipient shall sign an annual certifications and assurances form entitled "Affirmation of Subrecipient," which shall be provided to COG separately at the time this Agreement and annual amendments to the Agreement are executed.

13. Equal Employment Opportunity/Nondiscrimination. In the performance of work undertaken pursuant to this Agreement, the Subrecipient for itself, its assignees and successors in interest, shall affirmatively require that is employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

The Subrecipient shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and
Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as set forth in full.

The Subrecipient shall give written notice of their obligations under this clause to the labor organizations with which they have collective bargaining or other labor agreements.

a. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, COG shall impose such contract sanctions as its or the DOT may determine to be appropriate, including, but not limited to:

i. Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
iii. Incorporation of Provisions: The Subrecipient shall include the provisions of this Section in every agreement with its Contractor. The Subrecipient shall take such action with respect to any such agreement as COG or DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

14. Conflict of Interest. The Subrecipient and its officers, employees, and agents (including a Contractor) that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies, and applicable provisions of COG's Conflict of Interest Policy.

15. Independent Contractor. The Subrecipient shall be independent contractors in the performance of this Agreement.

16. Disadvantaged Business Enterprise (DBE). It is the policy of COG, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of Agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

The Subrecipient and its employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any State or FHWA/FTA funds-assisted contract or in the administration of COG's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy COG may deem appropriate.
17. **Disputes.** Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, meditation or arbitration), the case shall be handled in San Benito County, California.

   a. Neither the pendency of a dispute nor its consideration by COG or the State will excuse the Subrecipient from full and timely performance in accordance with the terms of this Agreement.

18. **Hold Harmless.**

   a. The Subrecipient shall defend, indemnify and hold COG, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subrecipient, its officers, agents or employees.

   b. COG shall defend, indemnify and hold the Subrecipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COG, its officers, agents or employees.

19. **Noncompliance.** In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this Agreement, this Agreement may be terminated.

20. **Termination of Agreement.**

   a. **Termination for Convenience.** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the Agreement shall be returned to COG at its option. The Subrecipient shall return at the option of COG, all equipment, software, or other materials provided to the Subrecipient under this Agreement. If this Agreement is terminated by COG, as provided herein, the Subrecipient shall be reimbursed for expenses incurred prior to the termination date, upon compliance with Sections 6 through 8 of this Agreement.

   b. **Termination for Cause.** If through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient violates any of the covenants, agreements, or stipulation of this Agreement, COG shall thereupon have the right to terminate the
Agreement by giving not less than ten (10) calendar days written notice to the Subrecipient of the intent to terminate and specifying the effective date thereof. Said notice shall include a detailed description of the alleged violation and COG shall provide a reasonable opportunity for the Subrecipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall be provided to COG. At the option of COG, the Subrecipient shall return all equipment, software, or other materials provided to the Subrecipient under this Agreement. The Subrecipient shall be entitled to receive compensation for all work completed in accordance with Exhibit A prior to the effective date of termination.

21. **Environmental, Resource Conservation and Energy Requirements.** The Subrecipient recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. The Subrecipient agrees to adhere to any such Federal and State requirements.

22. **Notice.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mary Gilbert  
Executive Director  
Council of San Benito County Governments  
330 Tres Pinos C-7  
Hollister, CA  95023

Maura Twomey  
Executive Director  
Association of Monterey Bay Area Governments  
24580 Silver Cloud Court  
Monterey, CA  93940
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein written above:

Council of San Benito County Governments

By: ____________________________
Mary Gilbert
Executive Director

Date: ________________________

Association of Monterey Bay Area Governments

By: ____________________________
Maura Twomey
Executive Director

Date: ________________________

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL’S OFFICE

By: Shirley L. Murphy, Deputy County Counsel

Date: Jan. 11, 2018

APPROVED AS TO LEGAL FORM:

By: ____________________________
AMBAG Legal Counsel

Date: ________________________
Exhibit A - Subrecipient Scope of Work

Overall Work Program

WORK ELEMENT NUMBER 306

Rural Transportation Performance Management

Project Manager: Mary Gilbert

Total Budget: $ 49,000

ESTIMATED EXPENDITURE AND ANTICIPATED REVENUE: FY 2017-2018

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>Amount ($)</th>
<th>Change</th>
<th>REVENUE</th>
<th>Amount ($)</th>
<th>Change</th>
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<tbody>
<tr>
<td>Salaries</td>
<td>4,000</td>
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<td>FHWA PL</td>
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<tr>
<td>Fringe Benefits</td>
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<td></td>
<td>In-Kind - Toll Credits</td>
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<td></td>
</tr>
<tr>
<td>Indirect</td>
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<td></td>
<td>FTA 5303</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Professional Services*</td>
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<td>In-Kind - Toll Credits</td>
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</tr>
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<td>Supplies</td>
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<td>FHWA PL c/o</td>
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<td>Travel</td>
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<td>In-Kind - Toll Credits</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Toll Credits</td>
<td>-</td>
<td></td>
<td>FTA 5303 c/o</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>In-Kind/Non-Federal Local Match</td>
<td>-</td>
<td></td>
<td>In-Kind - Toll Credits</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AMBAG General Fund</td>
<td>-</td>
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<td></td>
<td></td>
<td></td>
<td>California Rural Counties Task Force</td>
<td>49,000</td>
<td></td>
</tr>
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TOTAL: 49,000

% Federal: 0%

*Contracts are as follows:
Pass through: Association of Monterey Bay Area Governments

Project Description

The Moving Ahead for Progress in the 21st Century (MAP-21) Act and the Fixing America’s Surface Transportation (FAST) Act transformed the Federal-aid highway program by establishing new requirements for performance management. Performance management increases accountability and transparency and provides a framework to support improved investment decision making through a focus on performance outcomes for key national transportation goals. Under this Work Element staff will help develop for the California Rural Counties Task Force the Transportation Performance Measures (TPM) Framework as required under Fixing America’s Surface Transportation (FAST) Act. AMBAG propose to select one small/rural county agency, San Benito Council of Governments (SBCOG) as a pilot area to develop the proposed TPM framework. This proposed TPM framework will be built upon the report “California Rural Counties Task Force Performance Monitoring Indicators for Rural and Small Urban Transportation Planning”, developed for California Rural Counties Task Force. TPM measures framework will include but not limited to, motorized and non-motorized safety performance, condition for highways, bridges, transit assets (State of Good Repair), and National Highway System (NHS) performance. NHS performance to include: person-miles traveled, total emission reductions, travel time reliability and traffic congestion.

TPM represents the opportunity to prioritize needs, and align resources for optimizing system performance in a collaborative manner. TPM measures work supports activities such as the Metropolitan Transportation Plan (MTP), Regional Travel Demand Model (RTDM), the Metropolitan Transportation Improvement Program (MTIP), Transit system planning and GIS mapping tool for Public Participation. Data collection, developing infrastructure plan and developing performance measure analysis framework will aid the performance measurement tracking, reporting as identified within MAP-21 and FAST Act.

Work Element 610
### Project Products
- Research, identify, and collect data for TPM measures analysis.
- Participate in TPM measures related meetings. Project coordination and training meetings.
- Develop and compile TPM measures metrics and performance measure analysis framework.
- Develop performance measure analysis database.

### Federally Eligible Tasks
- This work is not federally funded.

### Previous Accomplishments
- This is a new work element.

### Tasks & Deliverables

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Deliverables</th>
<th>Budget</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Administrative</td>
<td></td>
<td>$ 4,000</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Project Administration</td>
<td>Progress Reports, meeting agendas and minutes, invoices</td>
<td></td>
<td>6/30/2018</td>
</tr>
<tr>
<td>2</td>
<td>Planning</td>
<td></td>
<td>$ 12,000</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Researching, reading, and understanding FAST Act requirements for TPM data needs, analysis and performance measures, targets and reporting.</td>
<td>Participating in meetings pertaining to TPM; FAST Act implementation</td>
<td></td>
<td>6/30/2018</td>
</tr>
<tr>
<td>2.2</td>
<td>Research and identify TPM measure monitoring indicators to be used for performance measure analysis framework as established under MAP-21 and FAST Act.</td>
<td>Attend workgroup meetings/webinars. Compile research materials and draft outline of performance monitoring indicators</td>
<td></td>
<td>6/30/2018</td>
</tr>
<tr>
<td>3</td>
<td>Data Gathering and Analysis</td>
<td></td>
<td>$ 25,000</td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>Collect and compile SbTCOG test area performance monitoring indicator data (safety, transportation infrastructure, system reliability, congestion, economic vitality, environmental sustainability, and freight movement data) for performance measure analysis framework.</td>
<td>Database and GIS shapefiles for performance monitoring indicators with outline of framework</td>
<td></td>
<td>6/30/2018</td>
</tr>
<tr>
<td>3.2</td>
<td>Develop database system for TPM performance measure data.</td>
<td>Development of database system and GIS framework for TPM infrastructure</td>
<td></td>
<td>4/30/2018</td>
</tr>
<tr>
<td>4</td>
<td>Coordination</td>
<td></td>
<td>$ 6,000</td>
<td></td>
</tr>
</tbody>
</table>
Overall Work Program

4.1 Coordinate with local, state, federal agencies and key stakeholders for data collection, identifying responsible agencies and coordination for data support and if needed, MOU/agreements. Reports, GIS shapefiles, database, maps, and MOUs for data agreements 6/30/2018

4.2 Hold Kick-off meeting/webinars with involved stakeholders and host or attend meetings on TPM framework. Agendas and handouts 6/30/2018

<table>
<thead>
<tr>
<th>5</th>
<th>Public Participation</th>
<th>$ 2,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Provide performance measure information and data for use by government agencies and members of the public.</td>
<td>GIS maps, graphs, charts emailed to interested parties and list of requests</td>
</tr>
<tr>
<td>5.2</td>
<td>Host showcase of GIS framework and maintain database for performance measure analysis and data.</td>
<td>Data, reports, or maps emailed to interested parties and list of requests</td>
</tr>
</tbody>
</table>

Federal Planning Emphasis Areas (PEAs)

Project addresses the following Planning Emphasis Areas:

PEA NAME
MAP-21 Implementation (Federal)
Regional Models of Cooperation (Federal)
Ladders of Opportunity (Federal)
Core Planning Functions (CA)
Performance Management (CA)
State of Good Repair (CA)

Federal Planning Factors (PF)

Project addresses the following Planning Factors:

PF NAME
Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
Promote efficient system management and operation.
Emphasize the preservation of the existing transportation system.
Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation.
### Exhibit B – Subrecipient Budget

**Work Element 306**

<table>
<thead>
<tr>
<th><strong>EXPENDITURES</strong></th>
<th><strong>REVENUE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Amount ($)</strong></td>
<td><strong>Amount ($)</strong></td>
</tr>
<tr>
<td>Salaries (COG)</td>
<td>FHWA PL</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>In-Kind - Toll Credits</td>
</tr>
<tr>
<td>Indirect</td>
<td>FTA 5303</td>
</tr>
<tr>
<td>Professional Services*(AMBAG)</td>
<td>In-Kind - Toll Credits</td>
</tr>
<tr>
<td>Supplies</td>
<td>FHTA PL c/o</td>
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<tr>
<td>Printing</td>
<td>In-Kind - Toll Credits</td>
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<tr>
<td>Travel</td>
<td>FTA 5303 c/o</td>
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<tr>
<td>Toll Credits</td>
<td>In-Kind - Toll Credits</td>
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<tr>
<td>In-Kind/Non-Federal Local Match</td>
<td>AMBAG General Fund</td>
</tr>
<tr>
<td>California Rural Counties Task Force</td>
<td>TOTAL</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td>% Federal</td>
<td>0%</td>
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</table>
"Sample Subrecipient Invoice", Exhibit C

xx/xx/20xx

Mr./Ms. xxxxx xxxxxxx
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
Street
City, State Zip

Attn: xxxxx xxxxxxx

Re: AMBAG CCA (Description)

Dear Mr./Ms. xxxxx xxxxxxx

Enclosed please find the following invoice for the period Month, Day, Year through Month, Day, Year for WE xxx-
(Description)

<table>
<thead>
<tr>
<th>Work Element xxx - Personnel Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name- Title</td>
</tr>
<tr>
<td>Name- Title</td>
</tr>
<tr>
<td>Name- Title</td>
</tr>
<tr>
<td>Name- Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Total Personnel Cost</th>
<th>Subtotal</th>
<th>$ -</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non-Personnel Expenses</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

The total requested for this invoice is $ -

xxxxx xxxxxxxx is available if you have questions regarding this invoice while xxxxx xxxxxxxx is available for questions regarding the project.

Sincerely,

xxxxx xxxxxxxx
Executive Director

Attachments:
Employee Timesheets
Vendor Invoice
Progress Report
Staff Report

To: Council of San Benito County Governments
From: Veronica Lezama, Transportation Planner     Telephone: (831) 637-7665, Ext. 204
Date: January 18, 2018
Subject: Draft 2040 San Benito Regional Transportation Plan

Recommendation:

b. CLOSE Public Hearing on the Draft 2040 San Benito Regional Transportation Plan.
c. DIRECT Staff to Respond to Public Comments in the Final 2040 San Benito Regional Transportation Plan.

Summary:

The Council of Governments is accepting comments on its Draft 2040 San Benito Regional Transportation Plan through February 5, 2018. As a part of the public review period, Government Code Section 65080.5 requires that a public hearing be held after publishing notice of the hearing and prior to the adoption of the Regional Transportation Plan. Following public comments, the Board will close the public hearing.

Financial Impact:

As one of its core functions, the Council of Governments is required to prepare a long-range Regional Transportation Plan to be eligible for most transportation funding. The Plan provides the basis for financial allocations by the State Department of Transportation, California Transportation Commission, Federal Highway Administration, Federal Transit Administration, and others for transportation projects and programs in San Benito County.

Background:


The public also provided in-person comments on the Draft Regional Transportation Plan and other regional transportation plans at an open house hosted by AMBAG. The open house provided a forum for the public to provide input on AMBAG’s 2040 Metropolitan Transportation Plan/ Sustainable Communities Strategy/ Environmental Impact Report. The open house took place between 6:00 p.m. and 7:00 p.m. and the EIR hearing from 7:00 p.m. to 8:00 p.m. Council of Governments staff was in attendance to provide information to the public on the Draft 2040 San Benito Regional Transportation Plan.
An Environmental Impact Report (EIR) was prepared by the Association of Monterey Bay Area Governments (AMBAG) and covers the Regional Transportation Plans of San Benito, Monterey, and Santa Cruz Counties as well as the Metropolitan Transportation Plan and Sustainable Communities Strategy. The Draft EIR was released by AMBAG on December 4, 2017 for public review. Although AMBAG is the lead agency preparing the EIR, COG is the responsible agency for the EIR under CEQA; therefore, COG will be asked to approve the final EIR at its June 21, 2018 meeting.

Discussion:

The Council of Governments Board of Directors will open a public hearing to receive comments on the Draft 2040 San Benito Regional Transportation Plan. Following public comments, the Board will close the public hearing.

The public may also provide written comments on the Regional transportation Plan to the Council of Governments until Monday, February 5, 2018. All comments obtained during the public comment period and COG responses to comments will become part of the final 2040 San Benito Regional Transportation Plan, scheduled for adoption on June 21, 2018. As part of this agenda item, the Board is being asked to consider authorizing COG staff to respond to all public comments in the Final San Benito Regional Transportation Plan.

The 2040 Regional Transportation Plan project schedule milestones are identified below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Schedule/Milestone</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 21, 2017</td>
<td>Special COG Meeting on RTP development</td>
<td>✓</td>
</tr>
<tr>
<td>September 29, 2017</td>
<td>SSTAC(^1) presentation on the RTP development</td>
<td>✓</td>
</tr>
<tr>
<td>October 5, 2017</td>
<td>TAC(^2) presentation on the RTP development</td>
<td>✓</td>
</tr>
<tr>
<td>November 16, 2017</td>
<td>COG Board Schedules Draft RTP Release, Effective December 4, 2017</td>
<td>✓</td>
</tr>
<tr>
<td>December 4, 2017</td>
<td>Draft RTP Release and Comment Period Opens</td>
<td>✓</td>
</tr>
<tr>
<td>December 4 – February 5</td>
<td>Public Outreach</td>
<td>In progress</td>
</tr>
<tr>
<td>January 18, 2018</td>
<td>Public Hearing on Draft RTP</td>
<td>✓</td>
</tr>
<tr>
<td>February 5, 2018</td>
<td>Public Comment Period Closes</td>
<td></td>
</tr>
<tr>
<td>June 21, 2018</td>
<td>COG Board Considers RTP and EIR Adoption</td>
<td></td>
</tr>
<tr>
<td>June 30, 2018</td>
<td>COG Submits Adopted RTP to Caltrans and the CTC</td>
<td></td>
</tr>
</tbody>
</table>

Executive Director Review: ___________________________  Counsel Review: ___ No ___

\(^1\) Social Services Transportation Advisory Council (SSTAC) advises COG on public transit matters and its members represent transit users who are 60 years of age or older, transit users who are disabled, a representative of a social service transportation provider for seniors, and representative of a local social service provider for persons of limited means.

\(^2\) Technical Advisory Committee (TAC) advised COG on transportation related matters and its membership consists of planning and public works staff from each of the local jurisdictions, Caltrans and AMBAG.
Staff Report

To: Council of Governments
From: Mary Gilbert, Executive Director  Telephone: (831) 637-7665
Date: January 18, 2018
Subject: Letter of Support for VTA Funding Application

Recommendation:

APPROVE Letter of Support for the Valley Transportation Authority’s Application for Trade Corridor Enhancement Program Funds for the State Route 25/101 Interchange Project

Summary:

The Santa Clara Valley Transportation Authority (VTA) is submitting an application for funding through the Senate Bill 1 Trade Corridor Enhancement Program (TCEP) for the State Route 25/101 Interchange project near Gilroy. The funds will be used to finalize environmental study and design for Phase 1 of the project, which is intended to improve operations and safety at the interchange. Staff has prepared a letter of support for the VTA application (Attachment 1).

Financial Impact:

The VTA’s request is for $4.2 million in TCEP grant dollars is supplemented by $1.8 million from VTA local funds. No San Benito County funds will be used for the project.

Background:

COG has coordinated with VTA for several years on the State Route 25/101 interchange project. COG representatives to the San Benito/Santa Clara Mobility Partnership have held discussions on the project and phasing for the project to expedite construction.

Staff Analysis

A project fact sheet is attached (Attachment 2), describing the purpose and need for the project. Staff recommends that the Board submit this letter of support for the project, which has San Benito County resident support and will improve the commute for San Benito County residents.

Executive Director Review: ____________  Counsel Review: __N/A__

Supporting Attachments: 1. Letter of Support
                        2. Project Fact Sheet
January 18, 2018

Susan Bransen  
Executive Director  
California Transportation Commission  
1120 N Street, MS-52  
P.O. Box 942873  
Sacramento, CA 95814

Dear Ms. Bransen,

The Council of San Benito County Governments fully supports the efforts of the Santa Clara Valley Transportation Authority’s (VTA) $4.2 million application to the Trade Corridor Enhancement Program (TCEP) as established by Senate Bill (SB) 1 Road Repair and Accountability Act of 2017 and modified by Senate Bill 103 for completion of environmental clearance (National Environmental Policy Act) and design documents for the U.S. 101/SR 25 Interchange Improvements – Phase 1 Project (Project). The total Project cost is $65 million. The request for $4.2 million in TCEP grant dollars is supplemented by $1.8 million from VTA local funds.

The Project will reconstruct the U.S. 101/SR 25 interchange at a location just north of the existing interchange. It will include a new, widened bridge to convey SR 25 over U.S. 101 which will also improve ramps for all traffic movements between U.S. 101 and SR 25.

This Project will improve traffic operations and enhance safety along the project segment of U.S. 101, including the reduction of conflicts with agricultural traffic. This Project will also enhance the movement of goods along the U.S. 101 transportation corridor.

This Project will complement the future US 101/SR 25 Interchange Improvements Project and the SR 152 Trade Corridor that is currently under development. These project are of critical importance to San Benito County Residents. Forty eight percent of our working population commutes outside of the County for work, with the majority of those using the 25/101 interchange daily. In addition, this interchange is used by residents to access services in Santa Clara County, and students who travel to Gavilan College for education. This interchange is also of critical importance for the movement of goods, including agriculture, to and from San Benito County along the U.S. 101 and State Route 25 corridors.

Thus, the Council of San Benito County Governments believes that the Project is well suited to meet the goals of TCEP.

Sincerely,
COG Chairperson
FACT SHEET: Highways

US 101/SR 25 Interchange – Phase 1

Project Description
The US 101/SR25 Interchange project consists of reconfiguring the interchange at United States Route 101 (US 101) and State Route 25 (SR 25) just south of the City of Gilroy in Santa Clara County. The Phase 1 portion of the project will construct a portion of the overall interchange re-construction, focusing on improving the movement from southbound US 101 to southbound SR 25.

Project Features
The Phase 1 project provides improvements on US 101/SR 25 interchange with specific project improvements to:

- Reconstruct portions of the US 101/SR 25 Interchange
- Modify and construct frontage roadways to maintain private property access, as needed

The project would reconstruct the US 101/SR 25 interchange at a location just north of the existing interchange (see exhibit on Page 2). The interchange would include a new, widened bridge to convey SR 25 over US 101. It would also improve ramps for all traffic movements between US 101 and SR 25. The proposed phase 1 work at the reconstructed US 101/SR 25 interchange would include a minor realignment of SR 25 to a location just north of the existing SR 25, connecting the current alignment east of the Union Pacific Railroad (UPRR) crossing, which is the limit of work on SR 25. New traffic signals would be installed at the northbound and southbound ramp termini with SR 25.

Purpose and Objectives
The purpose of this project is to improve traffic operations at the US 101/SR 25 interchange; enhance safety; and improve bicycle and pedestrian access.

More specifically, the proposed project will accomplish the following objectives.

- Improve system connectivity of US 101 to SR 25.
- Enhance safety along the project segment of US 101, including the reduction of conflicts with agricultural traffic.
- Improve traffic operations on the project segment of US 101, including those associated with connections between US 101 and SR 25, local roadways, adjacent land uses, and added ramp storage from southbound US 101 to SR 25.
- Enhance the movement of goods along the US 101 transportation corridor.
- Maintain and enhance bicycle access along the project segment of the US 101 corridor.
- Compliment the future US 101/SR 25 Interchange Improvements Project and the SR 152 Trade Corridor that is currently under development.
**Cost Estimate in 2017 Dollar**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost ($)</th>
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<tbody>
<tr>
<td>Roadway &amp; Structure Items</td>
<td>$46.0 M</td>
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<tr>
<td>Right-of-Way Acquisitions &amp; Utility Relocations</td>
<td>$6.5 M</td>
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<tr>
<td><strong>Capital Total</strong></td>
<td><strong>$52.5 M</strong></td>
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<tr>
<td>Project Report/Environmental Report Phase (PA/ED - NEPA)</td>
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<tr>
<td>Final Design (PS&amp;E Phase)</td>
<td>$5.0 M</td>
</tr>
<tr>
<td>Right-of-Way (ROW) Support</td>
<td>$0.5 M</td>
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<tr>
<td>Construction Administration</td>
<td>$6.0 M</td>
</tr>
<tr>
<td><strong>Support Total</strong></td>
<td><strong>$12.5 M</strong></td>
</tr>
</tbody>
</table>

**PROJECT TOTAL** $65.0 M

**Project Funding**

Local Funds: VTA LPR, 2016 Measure B
Other Funds: TBD

**Project Schedule (pending funding)**

- PA/ED Phase (Supplemental to federalize NEPA): Oct 2018 – Sept 2019
- PS&E and ROW Phases (Concurrent Activity): Jan 2019 – Dec 2020
- Construction: Jan 2021 – April 2023

**US 101/SR 25 Phase 1 – Option A (New Bridge)**
Staff Report

To: Council of San Benito County Governments
From: Mary Gilbert, Executive Director
Date: January 18, 2018
Subject: Transportation Funding Strategy

Recommendation:

DISCUSS Long-Term Transportation Funding Strategy Work Plan for the San Benito County Region, Including a Special Sales Tax for Transportation

Summary:

In September 2017, the COG Board directed staff to prepare a Special Meeting agenda to discuss transportation funding strategies. One possible strategy is to pursue development of an expenditure plan for a special sales tax to be placed on a future election ballot, with November 2018 being the next possible election cycle.

Financial Considerations:

Revenue estimates for a 30-year 1-cent sales tax measure are approximately $480 million.

Staff Analysis:

Staff is working on implementation of work items as directed by the COG Board for development of an expenditure plan for a tax measure to be considered by voters in November 2018.

EMC Research, under contract to COG, is developing a survey instrument to survey 400 likely San Benito County voters. The survey will be conducted in mid-February 2018 and preliminary results will be presented to the Board in March. A stakeholder meeting hosted by COG Staff on December 13 had eleven attendees with a detailed discussion of projects and themes/messages that could be tested with the poll. EMC is also researching the issue environment that could impact success in the November 2018 election.

The deadline for placing an item on the ballot in November 2018 will be August 10, 2018. Milestone dates include the following:

- January 2018: Public outreach
Transportation Funding Strategy
Council of Governments
January 18, 2017
Page 2

- February 2018: Strategy Consultant Work, Outreach, Voter Survey
- March 2018: Receive Survey Results
- March–April 2018: Expenditure Plan Development
- May–June 2018: Expenditure Plan/Sales Tax ordinance Approved by COG
- August 2018: Approval by San Benito County Board of Supervisors for inclusion on November 2018 Ballot (Required by Law)

The COG Board discussed these items at its December 21 meeting. There was consensus among the Board to pursue a strategy consultant to assist with outreach and education for the measure. There was also direction from the Board to consider a 1%, 30 year measure in the ballot question.

Staff issued a Request for Proposals for a strategy/outreach consultant on January 16th.

The Technical Advisory Committee reviewed the COG’s preferences at its January meeting. There was consensus among the committee to encourage the Board to consider a ½% tax in its outreach due to the fact that taxes as high as 1% are uncommon for transportation agencies.

Staff has revised the 30-year estimates of sales tax revenues in the table below:

<table>
<thead>
<tr>
<th>Tax Amount</th>
<th>½ Cent Tax</th>
<th>¾ cent tax</th>
<th>1 cent tax</th>
</tr>
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<tbody>
<tr>
<td>30-Year Revenue</td>
<td>$245,168,896</td>
<td>$367,753,345</td>
<td>$490,337,793</td>
</tr>
</tbody>
</table>

Executive Director Review: ___________  Counsel Review: N/A
Staff Report

To: Council of Governments
From: Regina Valentine, Transportation Planner  Telephone: (831) 637-7665 Ext. 205
Date: January 18, 2018
Subject: Senate Bill 1 State of Good Repair Program Funds for Transit

Recommendations:

1. **ADOPT** Resolution 18-01 Authorizing the Execution of the Certifications and Assurances for the California State of Good Repair Program.

2. **ADOPT** Resolution 18-02 Approving Projects for Funding and Authorizing the Executive Director to Apply for and Accept FY 2017-18 California State of Good Repair Program Funds Totaling $77,185.

Summary:

With the signing of Senate Bill 1, many new funding sources were established including the State of Good Repair (SGR) Program for transit operators to fund eligible transit maintenance, rehabilitation and capital projects. Distributed through the use of the State Transit Assistance formulas, COG, as the Regional Transportation Planning Agency (RTPA), and the Local Transportation Authority (LTA), as the transit operator, are eligible to receive a total of $77,185 for FY 2017-18, with allocation requests due to Caltrans January 31, 2018.

Financial Considerations:

COG and LTA are eligible to receive a total of $77,185 of FY 2017-18 SGR Program funds for eligible transit projects. There is no local match required.

Background:

With the signing of Senate Bill 1, many new funding sources were established including the SGR Program for transit operators to fund eligible transit maintenance, rehabilitation and capital projects. Funds are distributed using the State Transit Assistance formulas, so both COG, as the RTPA, and LTA, as the transit operator, receive allocations in this program. For this reason, Caltrans is requiring both COG and LTA to submit Board resolutions authorizing the execution of program Certifications and Assurances, as well as, approving the project list.
Staff Analysis:

After reviewing LTA’s recently adopted Short Range/Long Range Transit Plan, Bus Stop Improvement Plan, and Transit ITS Plan, staff has prepared a list of eligible SGR Program projects detailed in Exhibit A of Resolution 18-02. At this time, staff is requesting the COG Board authorize the execution of program Certifications and Assurances and approve the list of eligible projects for allocation request submittal due January 31, 2018. Additionally, the Board is being asked to authorize the Executive Director to apply for and accept the SGR Program funds for the list of projects when distributed by Caltrans.

Staff recommends that the Board of Directors adopt Resolutions 18-01 and 18-02 to be eligible to receive a total of $77,185 for FY 2017-18 SGR Program funds.

Executive Director Review: __________

Counsel Review: Yes

Attachments:  Resolution 18-01: Certifications and Assurances
SGR Program Certifications and Assurances Form
SGR Program Authorized Agent Form
Resolution 18-02: Project List
BEFORE THE COUNCIL OF SAN BENITO COUNTY
GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF
SAN BENITO COUNTY GOVERNMENTS
AUTHORIZING THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES FOR THE
CALIFORNIA STATE OF GOOD REPAIR
PROGRAM

Resolution No. COG 18-01

WHEREAS, the Council of San Benito County Governments is an eligible project
sponsor and may receive State Transit Assistance funding from the State of Good
Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or
regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department)
as the administrative agency for the SGR Program; and

WHEREAS, the Department has developed guidelines for the purpose of administering
and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, Department guidelines require SGR fund recipients to execute “State
Transit Assistance State of Good Repair Program Recipient Certifications and
Assurances,” which are attached hereto and incorporated herein by reference as
Exhibit A; and

WHEREAS, the Council of San Benito County Governments wishes to delegate
authority to the Council of Governments’ Executive Director to execute the
Certifications and Assurances, and any amendments thereto, for and on behalf of the
Council of Governments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Council of San
Benito County Governments that as a State of Good Repair fund recipient, the Council
of Governments agrees to comply with all conditions and requirements set forth in the
Recipient Certification and Assurances (Exhibit A) and applicable statutes, regulations
and guidelines for all SGR funded transit projects.

BE IT FURTHER RESOLVED that the Board of Directors of the Council of San Benito
County Governments hereby authorizes the Council of Governments’ Executive
Director to execute the Recipient Certifications and Assurances (Exhibit A), all required documents of the SGR program, and any Amendments thereto, with the California Department of Transportation, for and on behalf of the Council of San Benito County Governments.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 18TH DAY OF JANUARY 2018 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAINING:

ABSENT:

_________________________________________, Chair

APPROVED AS TO LEGAL FORM:

SAN BENITO COUNTY COUNSEL’S OFFICE

Dated: Jan. 11, 2018

By: Shirley L. Murphy, Deputy County Counsel

ATTEST:

Mary Gilbert, Executive Director

Dated: ________________

By: ____________________________
State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient:  Council of San Benito County Governments

Effective Date:  January 18, 2018

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

(1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.

(2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.

(3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

(1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.

(2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.

(3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.
(4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

(5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.

(6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.

(7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.

(8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.

(9) Funds will be expended in a timely manner.

C. Reporting

(1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:

   a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.

   b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

(1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall
comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient’s external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient’s contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a
project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

(3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.

(2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.

(3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient’s SGR funded projects at the Department’s discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

Council of San Benito County Governments

BY: Mary Gilbert, Executive Director
Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

_Mary Gilbert, Executive Director____________________________________ OR
(Name and Title of Authorized Agent)

________________________________________
(Signature)

Approved this ___________ day of ________________ , 20___
BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS APPROVING PROJECTS FOR FUNDING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO APPLY FOR AND ACCEPT FY 2017-18 CALIFORNIA STATE OF GOOD REPAIR (SGR) PROGRAM FUNDS TOTALING $77,185

Resolution No. COG 18-02

WHEREAS, the Council of San Benito County Governments (COG) is the designated Regional Transportation Planning Agency (RTPA) for San Benito County, pursuant to Government Code section 29532(b); and

WHEREAS, the San Benito County Local Transportation Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County, pursuant to Government Code section 15975; and

WHEREAS, as the designated RTPA for San Benito County, COG is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) for transit projects calculated pursuant to the distribution formulas in Public Utilities Commission (PUC) section 99313 based on the certification of population from the California Department of Transportation; and

WHEREAS, as the designated CTSA for San Benito County, LTA is an eligible project sponsor and may receive State Transit Assistance funding from the SGR Account for transit projects calculated pursuant to the distribution formulas in PUC section 99314 based on the qualifying revenue amounts for each STA-eligible operator determined from annual reports submitted to the State Controller pursuant to PUC section 99243; and

WHEREAS, COG and LTA have identified a list of transit projects in San Benito County, attached hereto and incorporated herein by reference as Exhibit A, to be funded through the FY 2017-18 SGR Account; and

WHEREAS, the transit projects to be submitted for FY 2017-18 SGR funding total $77,185, to be allocated to COG and LTA pursuant to the distribution formulas in PUC sections 99313 and 99314; and
WHEREAS, COG's portion of the FY 2017-18 SGR allocation is $75,520, as determined pursuant to the distribution formula in PUC section 99313; and

WHEREAS, upon receipt of SGR funds for the projects identified in Exhibit A, COG desires to allocate its share of those funds to LTA, to administer the projects as the CTSA for San Benito County.

NOW, THEREFORE, BE IT RESOLVED that the Council of San Benito County Governments hereby designates the San Benito County Local Transportation Authority to be the lead agency for the SGR funded transit projects identified in Exhibit A, to be funded in part through COG's SGR allocations; and

BE IT FURTHER RESOLVED THAT the Council of San Benito County Governments hereby authorizes the Executive Director of the San Benito County Local Transportation Authority to execute all documents necessary for the application submittal and acceptance of SGR funds awarded by Caltrans for transit projects in San Benito County, for and on behalf of the Council of Governments.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 18TH DAY OF JANUARY 2018 BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAINING:
ABSENT:

____________________________, Chair

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

Dated: Jan. 11, 2018

By: Shirley L. Murphy, Deputy County Counsel

ATTEST:
Mary Gilbert, Executive Director

Dated: ________________

By: ____________________
### Exhibit A

<table>
<thead>
<tr>
<th>Projects</th>
<th>FY 2017-18 SGR Estimated Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rolling Stock, Replacement, Two Vehicles</td>
<td>$77,185</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$77,185</strong></td>
</tr>
</tbody>
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Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: COG Executive Director