



AGENDA
SPECIAL MEETING
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

DATE: Tuesday, May 1, 2018
3:00 p.m.

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

DIRECTORS: Chair Jaime De La Cruz, Vice-Chair Tony Boch,
Directors, Anthony Botelho, Jim Gillio, and Ignacio Velazquez
Alternates: San Benito County: Jerry Muenzer;
City of Hollister: Mickie Solorio Luna; 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.

3:00 P.M. CALL TO ORDER

- A. Pledge of Allegiance**
- B. Verification of Certificate of Posting**

- 1. APPROVE** Contract with KNN Public Finance For an Amount Not to Exceed \$16,000 – Gilbert
- 2. Transportation Safety and Investment Plan – Gilbert**
 - a. RECEIVE** Presentation and **DISCUSS** Transportation Funding in California
 - b. RECEIVE** Presentation on Projects and Needs and **DISCUSS** Funding Strategy for Projects in Transportation Safety and Investment Plan

Adjourn to Regular COG Meeting on May 17, 2018

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.



Agenda Item: _____

Staff Report

To: Council of San Benito County Governments
From: Mary Gilbert, Executive Director **Telephone:** (831) 637-7665 x. 207
Date: May 1, 2018
Subject: **KNN Public Finance Contract**

Recommendation:

APPROVE Contract with KNN Public Finance for an Amount Not to Exceed \$16,000

Summary:

The COG Board is pursuing 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. COG staff is proposing a contract with KNN Public Finance to assist with financial projections for the expenditure plan and sales tax ordinance development.

Financial Considerations:

The contract is for an amount not to exceed \$16,000.

Staff Analysis:

Under the contract, KNN Public Finance will complete the following scope of work:

- Evaluate sales tax revenue estimates for Expenditure Plan, including verification of base value revenues and growth estimates.
- Evaluate and assist in refining the Expenditure Plan's financial goals and policies and implementation schedule.
- Draft and/or review sales tax authorizing ordinance and bonding provisions therein.
- Develop preliminary cash flow model to guide Expenditure Plan project delivery expectations (as may be needed).
- Assist in regional project prioritization considering estimated sale tax revenue resources and other transportation matching funds.
- Offer expertise on sales tax revenue bond issuances and considerations.
- Advise on debt capacity, including size and timing of possible debt issuances.
- Assist in developing debt or other policies that may be included in the Expenditure Plan.

Council of San Benito County Government ▪ Measure A Authority
Airport Land Use Commission ▪ Service Authority for Freeways and Expressways

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- Provide educational public finance/bonds workshops to San Benito COG staff and/or Board as may be desired.
- Provide other “On-Call” municipal advisory related services, as necessary.

This contract will assist staff in developing the expenditure plan effectively.

Executive Director Review: _____

Counsel Review: Yes _____

Supporting Attachments: 1. Contract with KNN Public Finance

CONTRACT

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and KNN Public Finance, LLC ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

DRAFT

1. **Duration of Contract.**

This contract shall commence on May 1, 2018, and end December 31, 2018, unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COG's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COG shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 30 (THIRTY) Days.

7. **Specific Terms and Conditions** (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COG

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Suite C-7

Hollister, California 95023

Telephone No.: 831-637-7665

Fax No.: 831-636-4160

Contract Administrator for CONTRACTOR:

Name: David Leifer

Title: Senior Managing Director

Address: 1300 Clay Street, Suite 1000

Oakland, CA 94610

SIGNATURES

APPROVED BY COG:

Name: Jaime De La Cruz

Chair, COG

Date: _____

APPROVED BY CONTRACTOR:

Name: David Leifer

Title: Senior Managing Director

Date: _____

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

By: Shirley L. Murphy, Deputy County Counsel

Date: _____

ATTACHMENT A
Scope of Services

Sales Tax Measure Planning

- Evaluate sales tax revenue estimates for Expenditure Plan, including verification of base value revenues and growth estimates.
- Evaluate and assist in refining the Expenditure Plan's financial goals and policies and implementation schedule.
- Draft and/or review sales tax authorizing ordinance and bonding provisions therein.
- Develop preliminary cash flow model to guide Expenditure Plan project delivery expectations (as may be needed).
- Assist in regional project prioritization considering estimated sale tax revenue resources and other transportation matching funds.
- Offer expertise on sales tax revenue bond issuances and considerations.
- Advise on debt capacity, including size and timing of possible debt issuances.
- Assist in developing debt or other policies that may be included in the Expenditure Plan.
- Provide educational public finance/bonds workshops to San Benito COG staff and/or Board as may be desired.
- Provide other "On-Call" municipal advisory related services, as necessary.

END OF ATTACHMENT A.

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNCIL OF GOVERNMENTS to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNCIL OF GOVERNMENTS shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ 16,000

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

There are no additional terms of compensation.

The following specific terms of compensation shall apply: (Specify)

For the referenced Municipal Advisory services provided in Attachment A, CONTRACTOR shall be paid based on the hourly rates provided below. Such hourly rates for services are subject to a not-to-exceed amount of \$15,000.

<u>Title</u>	<u>Hourly Rate</u>
Senior Managing Director	\$345
Director	\$315
Vice President	\$285
Assistant Vice President	\$245
Associate	\$215
Analyst	\$190

COG will reimburse CONTRACTOR for its reasonable out of pocket expenses. Such expenses include, but are not limited to, the expense of mileage or other travel to meetings, the expense of any internal color copying or outside copying costs, courier or delivery charges, and conference call charges. Reimbursement for expenses are subject to a not-to-exceed amount of \$1,000.

Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the services provided under the Scope of Services detailed in Attachment A.

END OF ATTACHMENT B.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COG each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COG, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COG shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming COG and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COG, CONTRACTOR shall file certificates of insurance with COG, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COG as the insurance required herein. CONTRACTOR further agrees to notify COG in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COG or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COG, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if COG notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COG, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COG is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COG and not officers or employees of COG. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COG. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COG that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COG in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COG, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COG shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COG's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COG shall have the right to deduct from any payments specified in Attachment B any amount owed to COG by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COG exercises the right to reduce the consideration specified in Attachment B, COG, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions
REGULATORY DISCLOSURES

MSRB Rule G-42
Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of KNN Public Finance, LLC (“CONTRACTOR”) and its associated persons.

Conflicts of Interest

CONTRACTOR represents that in connection with the issuance of municipal securities, CONTRACTOR may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, CONTRACTOR hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding CONTRACTOR’s ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair CONTRACTOR’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If CONTRACTOR becomes aware of any additional potential or actual conflict of interest after this disclosure, CONTRACTOR will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

CONTRACTOR has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of CONTRACTOR’s municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission (“SEC”) order that was filed while the municipal advisor was employed with a prior firm, (not CONTRACTOR). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access CONTRACTOR’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA’s CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor’s CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on CONTRACTOR's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

MSRB RULE G-10 DISCLOSURES

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- CONTRACTOR is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, COG may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

END OF ATTACHMENT D.



Agenda Item: _____

Staff Report

To: Council of San Benito County Governments
From: Mary Gilbert, Executive Director **Telephone:** (831) 637-7665 x. 207
Date: May 1, 2018
Subject: **Transportation Safety and Investment Plan**

Recommendation:

- a. **RECEIVE** Presentation and **DISCUSS** Transportation Funding in California
- b. **RECEIVE** Presentation on Projects and Needs and **DISCUSS** Funding Strategy for Projects in Transportation Safety and Investment Plan

Summary:

The COG Board is pursuing development of an investment plan for a special sales tax to be placed on a future election ballot, with November 2018 being the next possible election cycle. Staff is updating the Board on progress to date and next steps in the process. Staff has prepared two presentations for the Board meeting as a response to discussions at previous meetings.

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.

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

- February – March 2018: Strategy Consultant Work, Outreach, Voter Survey (COMPLETE)
- March–April 2018: Conduct survey, Expenditure Plan Development (COMPLETE)
- April 2018: Receive Survey Results, Draft Expenditure Plan (IN PROGRESS)
- May–June 2018: Draft Expenditure Plan/Sales Tax ordinance Approved by COG for Public Review and Review by Local Jurisdictions
- July 2018: Approval by San Benito County Board of Supervisors
- August 10, 2018: Elections Office Deadline

Council of San Benito County Government ▪ *Measure A Authority*
Airport Land Use Commission ▪ *Service Authority for Freeways and Expressways*

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www.SanBenitoCOG.org

Staff has updated the COG website to include items for public engagement and public information about the efforts. The direct link is www.sanbenitocog.org/TransportationNeedsConversation.

Staff has also prepared a preliminary, working draft of the Transportation Safety and Investment Plan which was presented to the Board at the regular April 19 meeting. Staff is updating the TSIP and will provide presentations to the Board for consideration at the May 1 special meeting.

Staff is also preparing materials for use by the Board and staff at community meetings to provide information about the efforts to develop the Transportation Safety and Investment Plan.

Executive Director Review: _____

Counsel Review: N/A