



**AGENDA  
REGULAR MEETING  
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS**

**DATE:** Thursday, January 18, 2024  
4:00 p.m.

**LOCATION:** County Board of Supervisors Chambers  
481 Fourth Street  
Hollister, CA 95023

**DIRECTORS:** Bea Gonzales, Chair (County of San Benito)  
Scott Freels, Vice-Chair (City of San Juan Bautista)  
Mia Casey (City of Hollister)  
Dolores Morales (City of Hollister)  
Mindy Sotelo (County of San Benito)  
Ex Officio: Caltrans District 5

**ALTERNATES:** San Benito County: Kollin Kosmicki  
City of San Juan Bautista: Jackie Morris-Lopez  
City of Hollister: Rick Perez

**NOTICE OF PROCEDURES FOR COUNCIL OF GOVERNMENTS BOARD MEETINGS**

The meeting will be available through Zoom, for those who wish to join or require accommodations.

**Members of the public may participate remotely via Zoom at the following link: <https://zoom.us/join> with the following: Webinar ID: 869-3338-2314 and Webinar Passcode: 566596**

*Those participating by phone who would like to make a comment can use the "raise hand" feature by dialing "\*9" (star-nine) . In order to receive full Zoom experience, please make sure your application is up to date.*

*Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the COG Board of Directors reserves the right to conduct the meeting without remote access.*

*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 5. Public Comment.***

1. CALL TO ORDER 4:00 P.M.
2. Pledge of Allegiance: The Pledge of Allegiance to be led by Vice Chair Freels.

3. Roll Call
4. Verification of Certificate of Posting
5. **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 agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2 Speakers are limited to 3 minutes.)*
6. Certificate of Recognition

**ACTION ITEMS:**

7. COG Board Chair and Vice Chairperson Election and Committee Appointments – Gonzales
  - a. HOLD Nomination and Election of COG Chair and Vice Chairperson for the 2024 Meeting Calendar.
  - b. APPROVE Appointment of Delegate and Alternate to the California Association of Councils of Governments (CALCOG).
  - c. APPROVE Appointment of Two Representatives to the San Benito/Santa Clara Mobility Partnership (One City of Hollister Representative and One Other Representative).
  - d. APPROVE Appointment of Representative to Speak on Behalf of COG at Central Coast Coalition Meetings.

**CLOSED SESSION:**

8. Public Employee Appointment  
Title: COG Legal Counsel  
Government Code section 54957(b)(1)&(4)

**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.)*

9. APPROVE Council of Governments Draft Action Regular Meeting Minutes Dated December 21, 2023 – Gomez
10. RECEIVE the 2024 Council of Governments Board of Directors Meeting Calendar – Aceves
11. ADOPT Resolution No. 2024-01 Authorizing the COG Executive Director to Carry-Over and Program Rural Planning Assistance (RPA) Funds Totaling \$49,857.76 from the Previous Fiscal Year – Lezama
12. APPROVE Cathedral Oaks Consulting Contract Amendment #3 – Aceves

## INFORMATION ITEMS:

13. RECEIVE Monthly Caltrans District 5 Construction Projects Report – Caltrans Ex-Officio
14. Caltrans Report/Correspondence (Verbal Report) – Caltrans Ex-Officio
15. Executive Director’s Report (Verbal Report) – Abraham
16. Board of Directors’ Reports (Verbal Report)

### **Adjourn to COG Meeting on February 15, 2024. Agenda Deadline is January 30, 2024, 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.*

### **Written Comments & Email Public Comment**

Members of the public may submit comments via email by 5:00 PM. on the Wednesday prior to the Board meeting to the Secretary at [monica@sanbenitocog.org](mailto:monica@sanbenitocog.org), regardless of whether the matter is on the agenda. Every effort will be made to provide Board Members with your comments before the agenda item is heard.

### **Public Comment Guidelines**

1. If participating on Zoom: once you are selected, you will hear that you have been unmuted. At this time, state your first name, last name, and county you reside in for the record.
2. The Council of Governments Board welcomes your comments.
3. Each individual speaker will be limited to a presentation total of three (3) minutes.
4. Please keep your comments brief, to the point, and do not repeat prior testimony, so that as many people as possible can be heard. Your cooperation is appreciated.

If you have questions, contact the Council of Governments, and leave a message at (831) 637-7665 x. 201, or email [monica@sanbenitocog.org](mailto:monica@sanbenitocog.org).

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Council of San Benito County Governments on **January 18, 2024**, at **4:00 P.M.** was posted at the following locations freely accessible to the public:

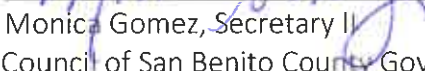
The front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the 12<sup>th</sup> day of January 2024, on or before 5:00 P.M.

The meeting agenda was also posted on the Council of San Benito County Governments website, [www.sanbenitocog.org](http://www.sanbenitocog.org), under Meetings, COG Board, Meeting Schedule

I, Monica Gomez, swear under penalty of perjury that the foregoing is true and correct.

BY:

  
\_\_\_\_\_  
Monica Gomez, Secretary II  
Council of San Benito County Governments

**7. COG Board Chair and Vice Chairperson Election and Committee Appointments – Gonzales**

- a. HOLD Nomination and Election of COG Chair and Vice Chairperson for the 2024 Meeting Calendar.
- b. APPROVE Appointment of Delegate and Alternate to the California Association of Councils of Governments (CALCOG).
- c. APPROVE Appointment of Two Representatives to the San Benito/Santa Clara Mobility Partnership (One City of Hollister Representative and One Other Representative).
- d. APPROVE Appointment of Representative to Speak on Behalf of COG at Central Coast Coalition Meetings.



## Closed Session

### **PUBLIC EMPLOYEE APPOINTMENT**

Title: COG Legal Counsel

Government Code Section 54957(b)(1)&(4)

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS  
REGULAR MEETING  
Board of Supervisors Chambers, 481 Fourth Street, Hollister, CA 95023 & Zoom Platform  
December 21, 2023, at 4:00 P.M.

ACTION MINUTES

**MEMBERS PRESENT:**

Chair Bea Gonzales, Vice-Chair Scott Freels, Director Mia Casey, Director Mindy Sotelo, Alternate Director Rick Perez, and Ex Officio Brandy Rider; Caltrans District 5.

**MEMBERS ABSENT:**

Director Dolores Morales.

**STAFF PRESENT:**

Transportation Planning Manager; Veronica Lezama, Administrative Services Specialist; Norma Rivera, Office Assistant; Griselda Arevalo, Deputy County Counsel; Shirley Murphy.

Absent: Executive Director; Binu Abraham

**OTHERS PRESENT:**

Jill Leal; Caltrans District 5, Paul Hierling (via-Zoom); Association of Monterey Bay Area Governments.

**1. CALL TO ORDER:**

Chair Gonzales called the meeting to order at 4:00 P.M.

**2. PLEDGE OF ALLEGIANCE**

Vice Chair Freels led the pledge of allegiance.

**3. ROLL CALL**

Administrative Services Specialist Aceves called the roll call and confirmed a quorum of Directors were present.

**4. CERTIFICATE OF POSTING**

**Motion made to acknowledge Certificate of Posting:**

Motion: Director Mindy Sotelo      Second: Director Mia Casey

Motion carried: 5/0

Yes:                      Gonzales, Freels, Sotelo, Casey, Alternate Perez

No:                        None

Recused:                None

Abstention:            None

Absent:                  Morales

**5. PUBLIC COMMENT:**

Chair Gonzales stated for the record that COG received Mr. Joe Thompson’s public comment correspondence. The correspondence was entered into public record.

**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.)*

- 6. APPROVE Council of Governments Draft Action Special Meeting Minutes Dated October 9, 2023 – Gomez
- 7. APPROVE Council of Governments Draft Action Regular Meeting Minutes Dated November 16, 2023 – Gomez

There was no public comment on Consent.

**Motion made to Approve Consent Agenda 6-7:**

Motion: Director Mia Casey    Second: Director Mindy Sotelo  
 Motion carried: 5/0  
 Yes: Gonzales, Freels, Sotelo, Casey, Alternate Perez  
 No: None  
 Recused: None  
 Abstention: None  
 Absent: Morales

**ACTION ITEMS:**

- 8. ACCEPT Council of Governments FY 22/23 Basic Financial Statements – Aceves

Administrative Services Specialist, Norma Aceves, reported on the Council of Governments FY 2022/2023 Basic Financial Statements. She noted that there were no findings by the auditors in the FY 22/23 Basic Financial Statements.

There was no discussion or public comment.

**Motion made to Accept Agenda Item 8. as noted above:**

Motion: Director Mindy Sotelo    Second: Chair Bea Gonzales  
 Motion carried: 5/0  
 Yes: Gonzales, Freels, Sotelo, Casey, Alternate Perez  
 No: None  
 Recused: None  
 Abstention: None  
 Absent: Morales



**9. ADOPT Resolution 2023-10 Approving Projects for Funding and Authorizing the Application for and Acceptance of FY 2023/24 California State of Good Repair Program Funds Totaling \$107,586 – Lezama**

Transportation Planning Manager, Veronica Lezama, reported on Resolution 2023-10, which if adopted it would approve projects for funding and authorize the application for and acceptance of FY 2023/24 California State of Good Repair Program funds totaling \$107,586. Ms. Lezama also answered questions from the Board of Directors.

The Board inquired about the type and size of vehicles that will be purchased and if includes a zero-emission buses.

Ms. Lezama stated that if the staff is successful in obtaining this grant, it will identify recommendations for moving forward with zero emission vehicles. However, at this time staff is recommending that SGR funds be used for the purpose of replacing transit gasoline vehicle(s). The Board will be able to look at the specific type of vehicle to be purchased at a future meeting.

There was no public comment.

**Motion made to Adopt Agenda Item 9. as noted above:**

Motion: Director Mia Casey                      Second: Director Mindy Sotelo

Motion carried: 5/0

Yes: Gonzales, Freels, Sotelo, Casey, Alternate Perz

No: None

Recused: None

Abstention: None

Absent: Morales

**10. ESTABLISH an Evaluation Committee for the Review and Ranking of the General Legal Services RFP and Select Interview Process – Aceves**

Administrative Services Specialist, Norma Aceves, reported on establishing an evaluation committee for the review and ranking associated with the General Legal Services RFP, selecting an interview process, and answered questions from the Board.

There was discussion amongst the COG Board, staff, and County Counsel regarding the proposed selection process.

There was consensus from the COG Board to move forward with Option 2 as follows:

- Evaluate RFP based on pre-established criteria - (Dec. 22<sup>nd</sup>-Jan. 2<sup>nd</sup>)
- Evaluation Committee (SME's only) interviews and adjust their score – ( Jan. 4<sup>th</sup>)
- Full Board conducts interviews (Jan. 18<sup>th</sup> COG Board meeting)
- Contract goes to COG Board for consideration (Jan. 18<sup>th</sup> COG Board meeting)

There was no public comment.

**INFORMATION ITEMS:**

**14. RECIEVE Monthly Caltrans District 5 Construction Projects Report – Brandy Rider, Caltrans**

Caltrans Deputy District Director for Transportation Planning, Brandy Rider, provided an update on major construction projects on the Caltrans State Highway System in San Benito County and answered questions from the Board.

Ms. Rider reported that a press release was sent out announcing that the SR 156/ SR 25 Turbo Roundabout Project is anticipated to open in early January 2024. Caltrans staff will be working on a ribbon cutting event for the Project. Ms. Rider also reported that the Rocks Road US 101 Wildlife Connectivity Project was awarded \$5.1 million in grant funding to move the project forward into the next phase of environmental review.

The COG Board asked to provide more outreach on the SR 156/ SR 25 Turbo Roundabout Project, such as providing an insert in a utility bill.

The COG Board inquired about the Hollister Clean CA Project deliverables and completion timeline. Caltrans will be following up on the Hollister Clean CA Project’s estimated completion date.

The COG Board requested a map of what the Highway 156 Improvement Project will look like at completion. Caltrans will provide the requested map at a future meeting.

There was no public comment.

**15. Caltrans Report/Correspondence – Scott Eades, Caltrans**

Caltrans Deputy District Director for Transportation Planning, Brandy Rider, announced that Caltrans Sustainable Transportation Planning Grant Program application is open. The Grant application deadline is January 18, 2024. Please contact Jill Leal, Regional Planner at Caltrans District 5 for questions.

There was no public comment.

**16. Executive Director’s Report – Abraham**

None.

There was no public comment.

**17. Board of Directors’ Reports –**

None.

There was no public comment.

**ADJOURNMENT:**

There being no further business to discuss, Alternate Director Perez motioned to adjourn at 4:55 p.m.

Motion seconded by Director Casey.

Motion carried: 5/0

Yes: Gonzales, Freels, Sotelo, Casey, Alternate Perez

No: None

Recused: None

Abstention: None

Absent: Morales

**ADJOURN TO COG MEETING JANUARY 18, 2024, AT 4:00 P.M.**



## STAFF REPORT

**Consent**

**Prepared By:** Norma Aceves, Administrative Services Specialist

**Subject:** 2024 Council of Governments Board Meeting Calendar

**Agenda Item No. 10**

**Approved By:** Binu Abraham

**Meeting Date:** January 18, 2024

**Recommendation:**

Receive the 2024 Council of Governments Board of Directors meeting calendar.

**Summary:**

This report contains the 2024 Council of Governments Board of Directors meeting calendar.

**Background/ Discussion:**

The Council of Governments Board meets the third Thursday of each month at 4:00 p.m.

**Financial Impact:**

None.

**Attachments:**

1. 2024 Council of Governments Board of Directors Meeting Calendar

Council of San Benito County Governments (COG),  
Local Transportation Authority (LTA),  
Measure A (MEA), Airport Land Use Commission (ALUC), and  
Service Authority for Freeways and Expressways (SAFE)

## 2024 Meeting Dates

Meeting Date	Meeting Time	Meeting Location
Thurs: 01/18/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 02/15/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 03/21/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 04/18/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 05/16/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 06/20/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs. 07/18/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 08/15/2024	-----	In Recess
Thurs: 09/19/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 10/17/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 11/21/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers
Thurs: 12/19/2024	4:00 p.m.	San Benito Co. Board of Supervisors Chambers

\*The Council of Governments Board meets every 3<sup>rd</sup> Thursday at 4:00 p.m. at the San Benito County Board of Supervisors Chambers, 481 Fourth Street, Hollister, CA 95023



BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF SAN BENITO COUNTY )  
GOVERNMENTS AMENDING THE FISCAL YEAR 2023/2024 )  
OVERALL WORK PROGRAM )

Resolution No. 2023-09

**WHEREAS**, the Council of San Benito County Governments (COG) is the designated Regional Transportation Planning Agency (RTPA) for the San Benito County region; and

**WHEREAS**, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), as a condition to the allocation of transportation planning funds, require each RTPA to annually develop a comprehensive Overall Work Program (OWP); and

**WHEREAS**, the OWP is a one-year scope of work and budget for transportation planning activities and funding sources to be accomplished between July 1 and June 30 of the state fiscal year, provides an overview of the region, with a focus on its transportation goals and objectives, and the actions to achieve those goals and objectives, and is a scope of work for transportation planning activities, including estimated costs, funding sources, and completion schedules; and

**WHEREAS**, the Department’s interaction with COG’s is focused on OWPs, with emphasis on monitoring activities funded with Office of Research and Planning (ORP)-administered transportation planning funds, such as state Rural Planning Assistance (RPA); and

**WHEREAS**, San Benito COG’s fiscal year 2023/2024 OWP was adopted by the Board of Directors on May 18, 2023, which provides the scope of work and budget for transportation planning activities and funding sources to be accomplished between July 1, 2023 and June 30, 2024; and

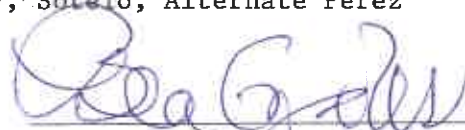
**WHEREAS**, San Benito COG’s fiscal year 2023/2024 OWP requires a formal amendment to reflect program carry-over of Rural Planning Assistance (RPA) funds totaling \$49,857.76, from previous fiscal years.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Council of San Benito County Governments that it hereby approves formal amendment No. 1 to the fiscal year 2023/2024 COG Overall Work Program and increased budget of \$49,857.76; and

**BE IT FURTHER RESOLVED** that the Board of Directors of the Council of San Benito County Governments hereby authorizes the Executive Director to sign the Overall Work Program Agreement for and on behalf of the Council of San Benito County Governments.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO GOVERNMENTS THIS 19<sup>th</sup> DAY OF OCTOBER 2023 BY THE FOLLOWING VOTE:

AYES: **Chair Gonzales, Freels, Casey, Sotelo, Alternate Perez**  
NOES: 0  
ABSTAINING: 0  
ABSENT: **Morales**

  
Bea Gonzales, Chair

ATTEST:

  
Binu Abraham, Executive Director

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

  
Shirley L. Murphy, Deputy County Counsel

Dated:

Dated: Oct. 11, 2023

BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF SAN BENITO COUNTY )
GOVERNMENTS AMENDING THE FISCAL YEAR 2023/2024 ) Resolution No. 2024-01
OVERALL WORK PROGRAM )

WHEREAS, the Council of San Benito County Governments (SBtCOG) is the designated Regional Transportation Planning Agency (RTPA) for the San Benito County region; and

WHEREAS, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Caltrans, as a condition to the allocation of transportation planning funds, require each RTPA to annually develop a comprehensive Overall Work Program (OWP); and

WHEREAS, the OWP is a one-year scope of work and budget for transportation planning activities and funding sources to be accomplished between July 1 and June 30 of the state fiscal year, provides an overview of the region, with a focus on its transportation goals and objectives, and the actions to achieve those goals and objectives, and is a scope of work for transportation planning activities, including estimated costs, funding sources, and completion schedules; and

WHEREAS, Caltrans' Office of Regional and Community Planning's interactions with RTPAs are focused on their OWPs, with emphasis on monitoring activities funded with Office of Research and Planning (ORP)-administered transportation planning funds, such as state Rural Planning Assistance (RPA); and

WHEREAS, San Benito SBtCOG's fiscal year 2023/2024 OWP was adopted by the Board of Directors on May 18, 2023, which provides the scope of work and budget for transportation planning activities and funding sources to be accomplished in the San Benito County region between July 1, 2023 and June 30, 2024; and

WHEREAS, the Board of Directors adopted Resolution No. 2023-09 on October 19, 2023, approving formal Amendment No. 1 to SBtCOG's fiscal year 2023/2024 OWP to reflect program carry-over of Rural Planning Assistance (RPA) funds totaling \$49,857.76, from previous fiscal years, and authorized the Executive Director to sign the amendment to the Overall Work Program Agreement for and on behalf of the SBtCOG.

NOW, THEREFORE, BE IT RESOLVED by the SBtCOG Board of Directors that it hereby further authorizes the Executive Director to carry over and program Rural Planning Assistance funds in compliance with the previously amended fiscal year 2023/2024 SBtCOG Overall Work Program and increased budget of \$49,857.76, for and on behalf of SBtCOG.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 18th DAY OF JANUARY 2024 BY THE FOLLOWING VOTE:

- AYES:
NOES:
ABSTAINING:
ABSENT:

\_\_\_\_\_, Chair

ATTEST:

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

Shirley L. Murphy

Binu Abraham, Executive Director

Shirley L. Murphy, Deputy County Counsel
Council of Governments Legal Counsel

Dated:

Dated: Jan. 11, 2024

Council of San Benito County Governments (COG)





## STAFF REPORT

### Consent

**Prepared By:** Norma Aceves, Administrative Services Specilaist

**Subject:** Contract Amendment- Cathedral Oaks Consulting

**Agenda Item No. 12**

**Approved By:** Binu Abraham

**Meeting Date:** January 18, 2024

### Recommendation:

Approve Cathedral Oaks Consulting Contract Amendment #3.

### Summary:

A contract amendment is needed for Cathedral Oaks Consulting to carry forward with the projects that COG planned and budgeted in FY 23/24 through FY 24/25.

### Background/ Discussion:

Cathedral Oaks Consulting assisted COG with the Initial Application Package for the Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP). This was an unanticipated project that exhausted the current contract fund limits that COG has with Cathedral Oaks Consulting. Therefore, a contract amendment is needed to restore the contract amount so we can move forward with the projects that the COG had initially planned for Cathedral Oaks Consulting.

### Financial Impact:

No financial impact at this time.

### Attachments:

1. Contract Amendment #3 - Cathedral Oaks Consulting

**AMENDMENT TO CONTRACT**# 3

The Council of San Benito County Governments (“COG”) and Cathedral Oaks Consulting, a sole proprietorship (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

**1. Existing Contract.****a. Initial Contract.**

COG and CONTRACTOR acknowledge that the parties entered into a contract, dated September 7, 2022.

**b. Prior Amendments. (Check one.)**

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 16, 2022 and June 19, 2023

**c. Incorporation of Original Contract.**

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

**2. Purpose of this Amendment.**

The purpose of this amendment is to change the agreement between the parties in the following particulars:

**a. Term of the Contract. (Check one.)**

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2024, to a new expiration date of June 30, 2025.

**b. Scope of Services. (Check one.)**

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

**Modified or New Scope of Services:**

(Insert modified or new services.)

The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

(Insert new services.)

c. **Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.  
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 The payment terms are modified only as specified below:

**Modified or New Payment Terms:**  
(Insert modified or new payment terms.)

Attachment B (Payment Schedule) to the original contract (Exhibit 1), as previously amended, is hereby further amended to increase the compensation by an additional amount not to exceed \$30,000.00, for additional services provided under this amendment to the contract, as follows:

Original contract	\$40,500.00
1 <sup>st</sup> Amendment	\$ 0.00
2 <sup>nd</sup> Amendment	\$ 9,500.00
3 <sup>rd</sup> Amendment	<u>\$30,000.00</u>
Total:	\$80,000.00

Accordingly, Paragraph B-3 is hereby amended to read as follows:

**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 \$80,000.00,  
for services rendered pursuant to the terms and conditions of the original contract, as previously amended (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

All other provisions of Attachment B to the original contract, as previously amended (Exhibit 1) shall remain the same.

- ] The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**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 the original agreement (Exhibit 1) and this amendment.  
 ] The basis specified in paragraph B-4.

**B-2. PAYMENT**

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

**B-3. COMPENSATION**

COG shall pay to CONTRACTOR: (Check one.)

- ] a total lump sum payment of \$ \_\_\_\_\_, or  
 ] a total sum not to exceed \$ \_\_\_\_\_,  
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- ] There are no additional terms of compensation.  
 ] The following specific terms of compensation shall apply:  
(Specify)

**d. Other Terms. (Check one.)**

- ] There are no other terms of the original contract that are modified.  
 ] Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**  
(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

\_\_\_\_\_  
Name/Title: Stephen J. VanDenburgh, President

\_\_\_\_\_  
Date

**COG**

\_\_\_\_\_  
, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_  
Shirley L. Murphy, Deputy County Counsel  
Council of San Benito County Governments Legal Counsel

\_\_\_\_\_  
Date

**EXHIBIT 1  
TO AMENDMENT #\_3\_**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## AMENDMENT TO CONTRACT

# 2

The Council of San Benito County Governments (“COG”) and Cathedral Oaks Consulting, a sole proprietorship (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COG and CONTRACTOR acknowledge that the parties entered into a contract, dated September 7, 2022.

#### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 16, 2022

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2023, to a new expiration date of June 30, 2024.

#### b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

#### Modified or New Scope of Services:

(Insert modified or new services.)

The services specified in the original contract are deleted in their entirety and replaced with the following services:

#### New Scope of Services:

(Insert new services.)

c. **Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.  
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 The payment terms are modified only as specified below:

**Modified or New Payment Terms:**  
(Insert modified or new payment terms.)

Attachment B (Payment Schedule) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed \$9,500.00, for additional services provided under this amendment to the contract, as follows:

Original contract	\$40,500.00
1 <sup>st</sup> Amendment	<u>\$ 9,500.00</u>
Total:	\$50,000.00

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**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 the original agreement (Exhibit 1) and this amendment.  
 The basis specified in paragraph B-4.

**B-2. PAYMENT**

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

**B-3. COMPENSATION**

COG shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$ \_\_\_\_\_,  
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.



**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:  
(Specify)

**d. Other Terms. (Check one.)**

- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**  
(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

*Stephen J. VanDenburgh*

Name/Title: Stephen J. VanDenburgh, President

Jun 19, 2023

Date

**COG**

*Binu Abraham*

Binu Abraham (Jun 19, 2023 14:55 PDT)

Binu Abraham, Executive Director

Jun 19, 2023

Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

*Shirley L. Murphy*

Shirley L. Murphy, Deputy County Counsel  
Council of San Benito County Governments Legal Counsel

Jun 19, 2023

Date

**EXHIBIT 1  
TO AMENDMENT # 2**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## AMENDMENT TO CONTRACT

# 1

The Council of San Benito County Governments (“COG”) and Cathedral Oaks Consulting, a sole proprietorship (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COG and CONTRACTOR acknowledge that the parties entered into a contract, dated September 7, 2022.

#### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of December 16, 2022, to a new expiration date of June 30, 2023.

#### b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

#### Modified or New Scope of Services:

(Insert modified or new services.)

The services specified in the original contract are deleted in their entirety and replaced with the following services:

#### New Scope of Services:

(Insert new services.)

**c. Payment Terms. (Check one.)**

- The payment terms in the original contract (Exhibit 1) are not modified.  
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 The payment terms are modified only as specified below:

**Modified or New Payment Terms:**  
(Insert modified or new payment terms.)

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**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 the original agreement (Exhibit 1) and this amendment.  
 The basis specified in paragraph B-4.

**B-2. PAYMENT**

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

**B-3. COMPENSATION**

COG shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$ \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:  
(Specify)

d. **Other Terms. (Check one.)**

- There are no other terms of the original contract that are modified.  
 Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**  
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

*Stephen J. VanDenburgh*

Name/Title: Stephen J. VanDenburgh, President

Dec 16, 2022

Date

**COG**

*Norma Rivera*

Norma Rivera, Administrative Services Specialist

Dec 16, 2022

Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

*Shirley L. Murphy*

Shirley L. Murphy, Deputy County Counsel

Dec 16, 2022

Date



# SBCOG

Council of  
San Benito  
County Governments

## CONTRACT

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and Cathedral Oaks Consulting, a sole proprietorship ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on September 7, 2022 and end on December 16, 2022, 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
- (d) Worker compensation insurance: N/A

**6. Termination.**

The number of days of advance written notice required for termination of this contract is thirty (30) 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: Norma Rivera

Title: Administrative Services Specialist

Address: 330 Tres Pinos Rd., Suite C7

Hollister, California 95023

Telephone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name: Stephen J. VanDenburgh

Title: President

Address: 5731 Cathedral Oaks Rd.

Goleta, CA 93117

Telephone No.: (209) 640-0292

**SIGNATURES**

APPROVED BY COG:

Norma Rivera

Name: Norma Rivera

Title: Administrative Services Specialist

Date: Sep 13, 2022

APPROVED BY CONTRACTOR:

Stephen J. VanDenburgh

Name: Stephen J. VanDenburgh

Title: President

Date: Sep 13, 2022

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Sep 13, 2022

**ATTACHMENT A**  
**Scope of Work**

**On behalf of COG, CONTRACTOR will provide the following services, through its President Stephen J. VanDenburgh. CONTRACTOR designates Mr. VanDenburgh as the Project Manager and single point-of-contact. CONTRACTOR will:**

1. Provide project delivery assistance for the State Route 25 Project and the State Route 156 Project (estimated eight (8) hours per month).
2. Provide assistance and oversight for highway needs in the region, specifically related to the Mobility Partnership with the Santa Clara Valley Transportation Authority (VTA) and related efforts (estimated four (4) hours per month).
3. Prepare and/or review memos, meeting agendas, speaking points, meeting notes, and summary documents, and present staff reports at meetings of the COG, LTA, MEA, ALUC, and SAFE Boards of Directors (estimated eight (8) hours per month).
4. Act as staff liaison to regional agencies or individuals related to the COG's capital projects including but not limited to, Caltrans Headquarters and local Districts, California Transportation Commission (CTC), the Association of Monterey Bay Area Governments (AMBAG), the Transportation Agency for Monterey County (TAMC), the County of Monterey, the Santa Cruz County Regional Transportation Commission, the County of Santa Cruz, the Santa Clara Valley Transportation Authority (VTA), the County of Santa Clara, the County of San Benito, the City of Hollister, the City of San Juan Bautista, and similar entities (estimated four (4) hours per month).
5. Facilitate meetings and work program development related to planning efforts to identify and plan policies, strategies, programs, and actions to maximize and implement the regional transportation infrastructure (estimated six (6) hours per month).
6. Provide assistance and direction to COG staff (estimated eight (8) hours per month).
7. Work with the recruitment firm and COG Board of Directors regarding the recruitment of a COG Executive Director (estimated four (4) hours per month).

**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 \$40,500.00.

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)

CONTRACTOR shall invoice monthly, 30 days in arrears, at an hourly rate of \$225.00 per hour plus direct costs for services rendered. CONTRACTOR shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by the CONTRACTOR. The monthly progress report shall include the following:

- Description of the tasks in progress or achieved.

**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 the County of San Benito 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, Federal Transit Administration (FTA), or any duly authorized representative of the Federal Government 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 the 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.

#### **C-30. FACSIMILE AND ELECTRONIC DIGITAL SIGNATURES.**

The Parties hereby acknowledge and agree that facsimile or scanned signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The Parties: (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail; (b) are aware that the other Party will rely on such signatures; and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the forgoing forms of signature.

The parties further agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement (if electronic signatures are used) are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

#### **C-31. COMPLIANCE WITH FEDERAL AND STATE DIRECTIVES REGARDING ECONOMIC SANCTIONS AGAINST RUSSIA.**

CONTRACTOR shall comply with California Governor Newsom's Executive Order N-6-22, (available online at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>) regarding economic sanctions against Russia. CONTRACTOR shall comply with existing and any newly issued economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The "economic sanctions" imposed in response to Russia's actions in Ukraine include, but are not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions specified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply shall result in the termination of contracts or grants, as applicable. CONTRACTOR must further ensure that this contract provision is included and applied to any agents, suppliers, subcontractors, or independent contractors CONTRACTOR retains in completing its work for COG under this contract.

**END OF ATTACHMENT C.**





## STAFF REPORT

### Informational

**Prepared By:** Veronica Lezama,  
Transportation Planning Manager  
**Subject:** Monthly Caltrans District 5  
Construction Projects Report

### Agenda Item No. 13

**Approved By:** Binu Abraham, Executive Director

**Meeting Date:** January 18, 2024

### Recommendation:

RECEIVE Monthly Caltrans District 5 Construction Projects Report.

### Summary:

The Council of San Benito County Governments (COG) Board of Directors will receive the monthly report from Caltrans District 5 on active highway projects in San Benito County.

### Background/ Discussion:

As an ex officio member, the California Department of Transportation (Caltrans) provides the COG Board of Director's a summary report of all active highway and other state oversight projects in San Benito County. The enclosed Caltrans Update of Projects identifies the following projects in San Benito County.

1. Highway 25/156 Roundabout
2. Highway 156 Improvement Project
3. Highway 25 Curve Alignment Restoration
4. Hollister Clean CA
5. U.S 101 Southbound Connector Extension
6. SR 156/Alameda EB Right-Turn Channelization
7. Highway 25 Expressway Conversion - San Felipe, Segment 1
8. Rocks Road US 101 Wildlife Connectivity Project

### Financial Impact:

Please see attached project updates report.

### Attachment:

1. Caltrans District 5 Construction Projects Report



# PROJECT UPDATE - SAN BENITO COUNTY

Attachment 1

PREPARED FOR THE JANUARY 18, 2024, COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

## CONSTRUCTION PROJECTS

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1. Highway 25/156 Roundabout (1J480)	Intersection of SR 25/156, north of Hollister  (PM 54.048)	Construct Roundabout	June 2022 - Early 2024	\$10.9 million	SHOPP	Terry Thompson	Graniterock Construction	Final striping is underway. Construction is expected to be complete by the end of January (weather permitting).
2. Highway 156 Improvement Project (34490)	In and near San Juan Bautista, from The Alameda to slightly east of Fourth Street  (PM 3.0/R8.2)	Construct four-lane expressway	August 2022 - Fall 2025	\$89.7 million	STIP/Local	Terry Thompson	Teichert Construction	Continued construction activities. Union Rd detour scheduled for Summer of 2024.
3. Highway 25 Curve Alignment Restoration (1H810)	Near Hollister, just north of San Benito Lateral  (PM 18.8/19.1)	Curve restoration	March 2023 - Fall 2024	\$5.4 million	SHOPP	Terry Thompson	Teichert Construction	Excavation and paving activities have been completed. Construction is expected to be complete by the end of February (weather permitting).
4. Hollister Clean CA (1P531)	On Route 25 in San Benito County from Sunset Dr. to Santa Ana Rd.  (PM 49.9/51.2)	Install beautification, transportation art, and safety measure enhancement project in Caltrans R/W.	April 2023 – Summer 2025	\$1.2 million	Clean CA	Terry Thompson	Bortolussi & Watkin, Inc.	Construction is on-going.



# PROJECT UPDATE - SAN BENITO COUNTY

Attachment 1

PREPARED FOR THE JANUARY 18, 2024, COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

## PROJECTS IN DEVELOPMENT

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
5. U.S 101 Southbound Connector Extension (1N910)	In San Benito County 3.0 miles West of San Juan Bautista at SR-156 and U.S. Route 101	Extend westbound connector an additional 1800 feet and construct a ramp meter	TBD	TBD	Minor A	Terry Thompson	PA&ED	Continued surveys and environmental studies.
6. SR 156/Alameda EB Right-Turn Channelization (1P300)	In San Juan Bautista at the intersection of SR 156 and The Alameda  (PM 2.9/3.1)	Installation of eastbound right-turn channelization from SR 156 onto the Alameda	Spring 2024	TBD	Oversight/ Local	Terry Thompson/ Paul Valadao	PA&ED	The City approved change in ownership of the developer. Caltrans held a project kick-start meeting on Nov. 1 with the City's team to discuss the Right of Way challenges and how it may affect project delivery. Caltrans is actively collaborating with the City's design team on inquiries regarding adjacent/affected property owners. The City's design team submitted DEER to Caltrans for review.
7. Highway 25 Expressway Conversion - San Felipe, Segment 1 (48541)	San Felipe Road to 0.3 miles north of Hudner Lane (0.8 mi west of SR 25 to 0.5 miles east of SR 25)	Conversion of 2-lane conventional highway to a 4-lane expressway	N/A	N/A	Local	Terry Thompson	PA&ED	Two workshops are being proposed for Caltrans and SBCOG to determine the range of project alternative needed to align this project with SB743 VMT guidelines.



**PROJECTS IN DEVELOPMENT (CONTINUED)**

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
8. <b>Rocks Road US 101 Wildlife Connectivity Project (1Q260)</b>	In San Benito County in the Aromas Hills (PM 0.0/2.8)	Identify wildlife crossing opportunities to connect important habitat on both sides of US 101 and improve safety for drivers and wildlife	TBD	TBD	State Funded	Terry Thompson	PID	Developing PID document by preparing project alternatives. Grant funding was awarded to the wildlife Connectivity Project.

**ACRONYMS USED IN THIS REPORT:**

**ADA** Americans with Disabilities Act  
**CEQA** California Environmental Quality Act  
**CMAQ** Congestion Mitigation Air Quality  
**CMIA** Corridor Mobility Improvement Account  
**CTC** California Transportation Commission  
**DEER** Design Engineering Evaluation Report  
**ED** Environmental Document  
**EIR** Environmental Impact Report  
**PA&ED** Project Approval and Environmental Document  
**PID** Project Initiation Document  
**PM** Post Mile  
**PS&E** Plans, Specifications, and Estimates  
**RTL** Ready to List  
**RW** Right of Way  
**SBI** Senate Bill 1, the Road Repair and Accountability Act of 2017  
**SCL** Santa Clara County Line

**SHOPP** State Highway Operation and Protection Program  
**SR** State Route  
**STIP** State Transportation Improvement Program  
**TBD** To Be Determined  
**TMS** Traffic Management System  
**VMT** Vehicle Miles Traveled