



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

DATE: Thursday, May 16, 2024
4:00 p.m.

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

DIRECTORS: Scott Freels, Chair (City of San Juan Bautista)
Mia Casey, Vice-Chair (City of Hollister)
Dolores Morales (City of Hollister)
Angela Curro, (County of San Benito)
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: 889-6483-0233 and Webinar Passcode: 729865

*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
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.)*

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 Regular Meeting Action Minutes Dated April 18, 2024 – Gomez
7. APPOINT Mr. Douglas Kean to the Social Services Transportation Advisory Council (SSTAC) – Aceves

ACTION ITEMS:

8. On Call Transportation Planning Services RFQ – Borick
 - a. APPROVE On Call Transportation Planning Services Request for Qualifications Packet.
 - b. AUTHORIZE the Executive Director to Release the RFQ Packet Upon Completion of Caltrans DBE Review.
9. Overall Work Program – Borick
 - a. ADOPT Resolution No. 2024-02, The Fiscal Year 2024/2025 Overall Work Program.
 - b. AUTHORIZE the Executive Director to Sign, for and on Behalf of the Council of San Benito County Governments, the Overall Work Program Agreement and Annual List of Certifications and Assurances that all Funding Program Requirements Have Been Met.

INFORMATION ITEMS:

10. RECEIVE Presentation on the Fiscal Year 2024-2025 Draft Budgets for the Council of Governments (SBCOG), Local Transportation Authority (LTA), and Service Authority for Freeways and Expressways (SAFE) – Aceves
11. RECEIVE Measure G Update for Fiscal Year 2023-2024 – Aceves
12. RECEIVE the Draft 2024 Unmet Transit Needs Report – Kean
13. RECEIVE Update on State Route 25 Strategic Plan Framework – Abraham
14. RECEIVE Monthly Caltrans District 5 Construction Projects Report – Caltrans Ex-Officio
15. Caltrans Report/Correspondence (Verbal Report) – Caltrans Ex-Officio
16. Board of Directors' Reports – (Verbal Report)

Adjourn to COG Meeting on June 20, 2024. Agenda Deadline is June 04, 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, 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.

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Council of San Benito County Governments on **May 16, 2024**, at **4:00 P.M.** was posted at the following locations freely accessible to the public:

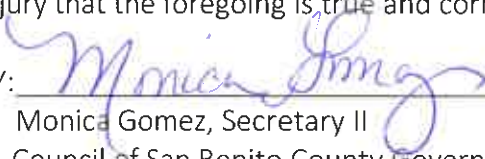
The front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the 10th day of May 2024, on or before 5:00 P.M.

The meeting agenda was also posted on the Council of San Benito County Governments website, www.sanbenitoco.gov, 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

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
REGULAR MEETING
Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023 & Zoom Platform
April 18, 2024, at 4:00 P.M.

ACTION MINUTES

MEMBERS PRESENT:

Chair Scott Freels, Vice-Chair Mia Casey, Director Angela Curro (via-Zoom), Director Mindy Sotelo, Alternate Director Rick Perez, and Ex Officio Orchid Monroy-Ochoa (via-Zoom); Caltrans District 5

MEMBERS ABSENT:

Director Dolores Morales

STAFF PRESENT:

Executive Director; Binu Abraham, Administrative Services Specialist; Norma Aceves, Transportation Planner; Douglas Kean, Transportation Planner; Samuel Borick, Office Assistant; Griselda Arevalo; Secretary; Monica Gomez, COG Legal Counsel; Osman Mufti (via-Zoom 4:45pm).

OTHERS PRESENT:

Regina Valentine; Association of Monterey Bay Area Governments (AMBAG), Heather Adamson (via-Zoom); AMBAG, Jill Leal; Caltrans District 5, Leona Medearis-Peacher, MV Transportation

1. CALL TO ORDER:

Chair Freels called the meeting to order at 4:02 P.M.

2. PLEDGE OF ALLEGIANCE

Chair Freels led the pledge of allegiance.

Secretary Gomez announced that Director Angela Curro was attending remotely via-Zoom under the "Just Cause Exception" under Government Code section 54953 (f). Director Curro confirmed that she was traveling for official county business and that no other person was in her room.

3. ROLL CALL

Secretary Gomez called the roll call and confirmed a quorum of Directors were present. Alternate Director Rick Perez was in attendance for Director Dolores Morales.

4. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Vice Chair Mia Casey Second: Director Mindy Sotelo

Motion carried: 5/0

Yes: Freels, Casey, Curro, Sotelo, Alt. Perez
No: None
Recused: None
Abstention: None
Absent: Morales

5. PUBLIC COMMENT:

Chair Freels 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 Special Meeting Action Minutes Dated March 1, 2024 – Gomez

7. APPROVE Council of Governments Regular Meeting Action Minutes Dated March 22, 2024 – Gomez

There was no public comment on Consent.

Motion made to Approve Consent Agenda 6-7:

Motion: Vice Chair Mia Casey Second: Alt. Director Rick Perez

Motion carried: 5/0

Yes: Freels, Casey, Curro, Sotelo, Alt. Perez
No: None
Recused: None
Abstention: None
Absent: Morales

ACTION ITEMS:

- 8. Grant Preparation Assistance RFQ – Borick
 - a. APPROVE Grant Preparation Assistance Request for Qualifications Packet.
 - b. AUTHORIZE the Executive Director to Execute the Grant Preparation Assistance Contract.

Transportation Planner, Samuel Borick reported on the Grant Preparation Assistance Request for Qualifications (RFQ) and answered questions from the Board.

The Board expressed overall support, however they noted the importance of having the staff to implement and follow through with the grant projects, as well as ensuring that Highway 25 continues to be the main priority.

Executive Director Binu Abraham stated that staff will continue to make Highway 25 the priority and will apply for grants that will help move the project forward.

There was no public comment.

Motion made to Approve Item 8.a:

Motion: Vice Chair Mia Casey Second: Director Mindy Sotelo
Motion carried: 5/0
Yes: Freels, Casey, Curro, Sotelo, Alt. Perez
No: None
Recused: None
Abstention: None
Absent: Morales

Motion made to Approve Item 8.b:

Motion: Vice Chair Mia Casey Second: Alt. Director Rick Perez
Motion carried: 5/0
Yes: Freels, Casey, Curro, Sotelo, Alt. Perez
No: None
Recused: None
Abstention: None
Absent: Morales

9. APPROVE Telework Option for up to Eight Weeks to Accommodate Transportation Planner Transition – Aceves

Administrative Services Specialist, Norma Aceves, reported on staff’s request to approve telework for up to eight weeks to accommodate a candidate for the transportation planner position, time to relocate.

Director Sotelo raised concerns about approving telework for up to eight weeks for a transportation planner and hiring a consultant for training new planners, particularly regarding the candidate's ability to secure housing and relocate within a two-month timeframe.

Ms. Aceves clarified that only telework approval was recommended at this time, with hiring a transportation planning consultant requiring separate Board approval via the Request for Proposal (RFP) process.

Vice Chair Casey inquired about the hiring process and the number of candidates that applied, questioning the benefits of immediate hiring over restarting the hiring process.

Director Curro expressed reservations about remote work without clear metrics and documentation, requesting clarification on staff management during the telework period.

Ms. Aceves noted a lack of qualified candidates for Planner II/III positions, prompting a return to top Planner I candidates from December’s interviews.

Executive Director Abraham expressed confidence in overseeing the planner’s remote work and emphasized the urgency of filling the planner position to address backlog from 2023. Executive Director Abraham highlighted the benefits of having a senior planning consultant onboard to bring all three planners up to speed, providing training, and addressing the backlog of priority projects.

Public Comment:

There was public comment received from Kathy Postigo.

After further discussion by the Board concerning remote work, the majority of its members expressed support of staff's recommendation.

Motion made to Approve Item 9:

Motion: Vice Chair Mia Casey Second: Alt. Director Rick Perez

Motion carried: 4/1

Yes: Freels, Casey, Curro, Sotelo, Alt. Perez

No: Sotelo

Recused: None

Abstention: None

Absent: Morales

INFORMATION ITEMS:

10. RECEIVE a Presentation on the AMBAG Draft Complete Streets Policy – AMBAG

AMBAG's Senior Transportation Planner, Regina Valentine provided a presentation on AMBAG's Draft Complete Streets Policy.

Public Comment:

There was public comment received from Valerie Eglund.

11. RECEIVE Monthly Caltrans District 5 Construction Projects Report – Orchid Monroy-Ochoa, Caltrans

Caltrans Office Chief for Transportation Planning, Orchid Monroy-Ochoa, provided an update on major construction projects on the Caltrans State Highway System in San Benito County and answered questions from the Board.

The Board inquired about the possibility of any changes to the scheduled closure date of the traffic light at Union Road for the Highway 156 Improvement Project, set for June 23, 2024. They also asked for clarification that the closure is of the light area only on Union Road for the realignment of the new highway.

Executive Director Abraham provided an update from her involvement in the stakeholders group meetings with Caltrans. She mentioned that Caltrans is currently in the process of finalizing both the timeline and map, which will then be presented to the cities of San Juan Bautista, Hollister, and County. In addition, SBCOG will also be presenting the timeline and maps to the Business Council, Farm Bureau, and CHP to prevent any confusion for commuters along the route.

Ms. Monroy-Ochoa provided clarification of the closure area at Highway 156 and Union Road stating that traffic will be required to detour via San Juan Hollister Road to access Highway 156 and to accommodate the increased traffic via the temporary detour and to support new traffic flow, additional traffic control changes will be implemented at Fourth Street and San Juan Hollister Road at Highway 156 and Fourth Street.

There was no public comment.

12. Caltrans Report/Correspondence – Orchid Monroy-Ochoa, Caltrans

Caltrans Office Chief for Transportation Planning, Orchid Monroy-Ochoa announced that in celebration of Earth Day, Caltrans is encouraging residents, community groups, and local businesses to make the difference in beautifying their neighborhoods. Clean California has around 70 community day events between April 19th -22nd. These community events include various activities such as tree planting, community trash collection, public community cleanups, and educational entertainment. San Benito County's Earth Day celebration is on April 20th from 11am to 2pm at San Juan Bautista's State Historic Park.

There was no public comment.

13. Executive Director's Report – Abraham

Executive Director Abraham was pleased to announce that SBCOG received a \$120,000 Rural Planning Assistance Discretionary Grant award from Caltrans for a Travel Behavior Analysis for San Benito County. Ms. Abraham reported that she will be attending the California Transportation Commission meeting in Orange County next month to advocate for an extension of LPP funding that is set to expire in June. Lastly, Ms. Abraham noted that as per the Board's direction to increase public engagement regarding Highway 25, staff presented on Highway 25 to the Business Council and is scheduled to present to both the Farm Bureau and San Juan Bautista's City Council next month. Additionally, staff has secured a booth at the local Farmer's Market to enhance public outreach efforts.

The COG Board inquired about possibly organizing a town hall event to engage the entire community. Collaborating with the County's upcoming town halls could amplify our impact. They noted that it is essential to unite the County, both City's, SBCOG, and Caltrans for an open dialogue on the future of Highway 25, despite some uncertainty in the plan. Aligning our talking points, especially regarding VMT and CAPTI, would enhance understanding across jurisdictions.

There was no public comment.

14. Board of Directors' Reports –

Director Sotelo provided a summary of the Association of Monterey Bay Area Governments meeting she attended.

Director Curro provided a summary of the Mobility Partnership meeting she attended. She noted that the next three Mobility Partnership meetings will be held in San Benito County.

There was no public comment.

There was consensus from the Board to continue SBCOG Closed Session until the end of LTA, and ALUC meetings.

CLOSED SESSION:

SBCOG Counsel, Osman Mufti reported that the SBCOG Board would be convening into Closed Session regarding items 15-18 at 5:12 p.m.

There was no public comment on Closed Session items.

- 15. Public Employee Performance Evaluation (Government Code, § 54957(b)(1))
Employee: Executive Director
- 16. Conference with Labor Negotiators (Government Code, § 54957.6)
Agency Designated Representative: Board Chair
Unrepresented Employee: Executive Director

RETURN TO OPEN SESSION

The SBCOG Board reconvened from Closed Session at 6:45 p.m.

- 17. Report out of Closed Session
- 18. Discussion and Possible Action Regarding Amendment to Executive Director Employment Agreement

SBCOG Counsel, Osman Mufti stated that there was no reportable action taken under Closed Session and that the Board would not be addressing Item 18 at this time.

ADJOURNMENT:

There being no further business to discuss, Vice Chair Casey motioned to adjourn at 6:46 p.m.

Motion seconded by Alt. Director Perez.

Motion carried: 4/0

Yes: Freels, Casey, Sotelo, Alt. Perez

No: None

Recused: None

Abstention: None

Absent: Morales, Curro

ADJOURN TO COG MEETING MAY 16, 2024, AT 4:00 P.M.



STAFF REPORT

Consent

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: Appointment to Social Services Transportation Advisory Council

Agenda Item No. 7

Approved By: Binu Abraham, Executive Director

Meeting Date: May 16, 2024

Recommendation:

APPOINT Mr. Douglas Kean to the Social Services Transportation Advisory Council.

Summary:

Staff is recommending appointment of a new member to the Social Service Transportation Advisory Council (SSTAC) to fill the Consolidated Transportation Services Agency vacancy. Staff is recommending that the Board appoint Mr. Douglas Kean to fill this vacancy.

Background/ Discussion:

SSTAC members are appointed by the Council of San Benito County Governments (SBCOG) Board of Directors. They are recruited from social service agencies and transit providers representing the elderly, persons with disabilities and persons of limited means, in accordance with Public Utilities Code (PUC) Article 3, Section 99238. Each member of SSTAC has a term of three years and is eligible for reappointment at the end of their term.

COG strives to achieve a balanced geographic and representation when appointing committee members. This committee consists of 10 members, including:

- One representative of potential transit users who are 60 years of age or older;
- One representative of potential transit users who are disabled;
- Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists;
- Two representatives of a local social service for persons with disabilities, including one representative of a social service transportation provider, if one exists;
- One representative of a local social service provider for persons of limited means;
- Two representatives for the Consolidated Transportation Services Agency, if one exists, including one representative from an operator, if one exists; and
- One concerned citizen who has expressed interest in social service transportation.

SBCOG staff are requesting that the SBCOG Board of Directors appoint Mr. Douglas Kean to the Social Services Transportation Advisory Council (SSTAC).

Mr. Douglas Kean is a Transportation Planner for the Local Transportation Authority, which is the Consolidated Transportation Services Agency for San Benito County. According to TDA law, PUC Section 99238(a)(6), two representatives from the Consolidated Transportation Services Agency (including one representative from an operator) may serve on SSTAC.

Each member of SSTAC holds a term of three years and is eligible for reappointment at the end of their term.

Financial Impact:

There is no financial impact.

Attachments:

1. Douglas Kean SSTAC Application



COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC)
APPLICATION FOR APPOINTMENT

The San Benito County Social Service Transportation Advisory Council (SSTAC) advises the Council of San Benito County Governments (COG) on matters related to transportation accessibility for the elderly, the disabled, and persons of limited means.

If you are interested in serving on SSTAC, please complete this application and include any additional information in the section provided at the end and return it to: Council of San Benito County Governments, Attention: SSTAC Membership, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023.

Name: Douglas Kean

Address: 330 Tres Pinos Rd, Suite C7, Hollister CA

Phone Number: 831-637-7665 ext 204

Email: dkean@sanbenitocog.org Length of Residence in San Benito County: 4 months

Occupation: Transportation Planner Company: San Benito County LTA

Do you currently, or have you ever, used County Express services? If yes, please indicate which services (i.e. Fixed Route, Caltrain Service, Dial-a-Ride, etc.)

[X] Yes [] No

How did you hear about SSTAC?

Working for San Benito County LTA

Please list past and present membership in community organizations, beginning with the most recent:

Table with 4 columns: Dates, Organization, Position, Address. Row 1: N/A

To help us better understand your interests and qualifications, please answer the following questions. You may attach additional pages, if necessary.

Why are you interested in participating on SSTAC for San Benito County?

I help manage the CTSA for San Benito County

What concerns and/or interests do you feel you represent for the San Benito County community?

Advocacy for more reliable, safe, and practical public transit services.



COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC)
 APPLICATION FOR APPOINTMENT

What expertise do you feel you can offer to SSTAC?

My experience as a Transportation Planner overseeing CTSA operations for San Benito County

Please describe any experience you have had serving on an advisory committee.

Served on North Plains, Oregon Economic Development Committee and experience as a Transportation Planner for SBCOG

Select the group you will be representing. Please select only one.

- Representative of potential transit users sixty years of age or older
- Representative of potential transit users who are disabled
- Representative of concerned citizens from the community
- Representative of the local social service providers for seniors

Agency Name: _____

- Representative of the local social service providers for disabled

Agency Name: _____

- Representative of the local social service providers for persons of limited means

Agency Name: _____

- Representative of the local consolidated transportation service agency

Agency Name: San Benito County Local Transportation Authority

I certify that the above information is true and correct and I authorize the verification of the information in the application in the even I am a finalist for the appointment.


 Signature

5/10/2024

Date

Appointments will be considered at a Council of San Benito County Governments Board of Directors meeting. Any information you submit on your application will become a matter of public record.

Submit application to:

Council of San Benito County Governments
 Attention: SSTAC Membership
 330 Tres Pinos Road, Suite C7
 Hollister, CA 95023



STAFF REPORT

Action

Prepared By: Samuel Borick,
Transportation Planner

Subject: On Call Transportation Planning
Services RFQ

Agenda Item No. 8

Approved By: Binu Abraham, Executive
Director

Meeting Date: May 16, 2024

Recommendation:

- a. APPROVE On Call Transportation Planning Services Request for Qualifications Packet.
- b. AUTHORIZE The Executive Director to release the RFQ Packet upon completion of Caltrans DBE review.

Summary:

To advance regional planning objectives, it's crucial that SBCOG collaborate with technical transportation planning specialists. Contracting with transportation planning consultants enables SBCOG to effectively gather, quantify, and model data, optimize transit operations, perform technical studies, and ultimately improve our agency's ability to produce high quality planning work.

Background/ Discussion:

SBCOG staff have assembled a Request for Qualifications Packet emphasizing the need for transportation planning consultants who can demonstrate sufficient experience, expertise, and technical skills relating to transportation data analysis, transit system planning, cost benefit analysis, public engagement, federal and state regulatory landscapes, and energy infrastructure.

Funding for the planning work covered in the Request for Qualifications Packet will come from various sources depending on the agency's success in securing grants and other forms of funding.

SBCOG intends to utilize on call transportation planning services whenever relevant planning opportunities arise, however specific planning endeavors that support our regional transportation priorities have already been identified and included in our Request for Qualifications Packet. Planning opportunities that SBCOG is likely to pursue in collaboration with transportation planning consultants include:

1. Transportation Data Analysis and Modeling
2. Transportation System Planning

3. Transit System Planning

4. Public Outreach and Community Engagement

Alternatives:

None

Financial Impact:

No notable financial impact.

Attachments:

1. On Call Transportation Planning Services RFQ



REQUEST FOR QUALIFICATIONS 2024-02

The Council of San Benito County Governments (SBCOG) Invites Consultants to submit statements of qualifications for:

ON CALL TRANSPORTATION PLANNING SERVICES

You are invited to submit your qualifications for the services to complete the above work. Submittals are due via email to the project manager, (projects@sanbenitocog.org), by June 18th, 2024, at 12:00pm, PDT.

Copies of the RFQ and the detailed information regarding the submittal requirements are attached and available at the SBCOG website (<http://sanbenitocog.org/>) in digital format. You may email the project manager, noted above, for further information. Email inquiries, including the submittal of the Statement of Qualifications, should include the above subject, **On Call Transportation Planning Services**, in the subject header.

Background:

The Council of San Benito County Governments (SBCOG) is a state-designated public agency with regional transportation planning responsibilities. In addition to its role as the Regional Transportation Planning Agency, SBCOG also operates the local transit system as the Local Transportation Authority (LTA), fulfills Airport Land Use Commission responsibilities, administers Measure G—a local sales tax dedicated to roadway improvements—and manages the county's roadside callboxes as the Service Authority for Freeways and Expressways (SAFE). The mission of SBCOG is to improve the mobility of San Benito County travelers by planning for and investing in a multi-modal transportation system that is safe, economically viable, and environmentally friendly.

SBCOG's Board of Directors is comprised of five members, including two representing the city of Hollister, one representing the city of San Juan Bautista, and two representing the County of San Benito.

SBCOG is actively seeking transportation planning services from consultant(s) or consulting firms(s) on an as-needed basis. As a smaller rural agency, SBCOG regularly grapples with an imbalance between workload and staffing. This disparity makes it challenging for the agency to address the entirety of its transportation planning priorities. To address this challenge, SBCOG is seeking on call transportation and transit planning services. These services will be utilized to cover a range of transportation planning tasks outlined in Preliminary Scope of Services, including but not limited to, transportation data analysis and modeling, transportation planning, transit system planning, and public outreach activities. In addition to these general transportation planning endeavors, SBCOG intends to utilize on call transportation planning services to help execute and implement grants the agency has been awarded. Grants awarded to SBCOG may be used to fund or partially fund the requested planning services; SBCOG is considering both state and federal grants as potential funding sources. Grants that SBCOG has been awarded or intends to apply for include, but are not limited to, the 2024 Transit and Intercity Rail Capital Program (TIRCP), the Caltrans RPA Discretionary Grant Program, the Caltrans Sustainability Planning Grant Program, the Department of Transportation Safe Streets for All Grant Program (SS4A), and the California Transportation Commission Solutions for Congested Corridors Grant Program (SCCP).

Project Description:

This request for qualifications will be used by SBCOG to qualify a bench of consultants and/or firms to provide transportation planning services on an on-call and as needed basis in support of agency priorities. SBCOG intends to contract with multiple consulting firms to provide transportation planning services on and as needed and on-call basis.

By submitting a proposal, firms acknowledge and accept this approach to contracting. Our goal is to foster collaboration and leverage the diverse expertise of multiple firms to achieve our transportation planning objectives effectively.

A copy of the template agreement anticipated to be used by SBCOG can be located in Exhibit B. A single document will be prepared between the Consultant and SBCOG consistent with the provisions of these attachments.

It is important that the consultant has the capability to work closely with SBCOG staff. The consultant must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

Project Budget and Contract Term

The term of the contract will be (5) years, until July 9th, 2029. Work will be issued on a task order basis, with a separate scope of work and budget for each task assigned.

This RFQ provides an opportunity for SBCOG, to contract with any of the qualified consultants selected on the bench for projects in the service categories identified in Exhibit A. Consultants may submit responses and seek to be qualified in one or more service categories. No more than 4 consultants will be selected per service category and up to a maximum of 16 Master On-Call Service Agreements may be awarded under this solicitation. Consultants must demonstrate experience in each service category applied for. A preliminary scope of work illustrating some of the types of tasks associated with each service category is included in this RFQ as Preliminary Scope of Work.

Subject to the availability of funding and support required for anticipated projects, the maximum dollar amount for potential aggregate on-call agreements under this solicitation is \$1,500,000. An award of an on-call master service agreement does not guarantee any work. In the event a service need arises, qualified consultants in a service category may be selected for task orders via a "mini-RFP" process, or, as otherwise permitted by Chapter 10 of the Caltrans Local Assistance Procedures Manual. The mini-RFP process will involve responses to task orders being informally solicited amongst qualified consultants within a service category. The evaluation criteria for the task order will be specified in the mini-RFP solicitation. A consultant will be selected, and a contract will be negotiated based on the wage rates established in the Master On-Call Service Agreement with the consultant.

Selection Process

SBCOG will establish a review committee to review the statements of qualifications. This review may, in SBCOG's sole discretion, conduct an oral interview between a review committee and the consulting firm(s) that respond best to the RFQ. Based on the recommendations of the review committee, SBCOG will issue a "Notice of Intent to Award" notice to all responders, indicating SBCOG's intent to negotiate with the selected firm(s) considered to be the most qualified consultant or consultant team. Further, SBCOG may, or may not, also negotiate contract terms with selected consultants prior to award, and expressly reserves the right to negotiate with several consultants simultaneously and, thereafter, to award a contract(s) to the firm(s) offering the most favorable terms to the agency. Submittals, therefore, should contain the firm's most favorable terms and conditions, because the selection and award may be made without further discussion with any consultant. The most responsive and competitive submittals will be considered by the established review committee for consideration and selection. SBCOG reserves the right to accept or reject any and all submittals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all consultants at any stage of the evaluation.

Evaluations will be based on the following criteria:

1	Demonstrated Knowledge and Experience with Transportation Planning (As appropriate for the service category(s) the proposing firm wishes to be considered for): Familiarity with semi-rural transportation systems, knowledge of relevant federal and California state laws and agencies, experience conducting transportation planning studies, experience working with transit agencies, knowledge of zero emission vehicles and infrastructure, experience working with transportation data, and familiarity with community engagement techniques.	30 points
2	Examples of Relevant Transportation Planning Work Performed: Examples of transportation planning work similar to the example project tasks included in Exhibit A to this RFQ.	30 points
3	Project Team Skills: Established transportation planning abilities, utilize firm reasoning, transit system analysis, transportation system modeling, technical cost/benefit skills, statistical skills, ability to create infographics, GIS skills, ability to coordinate with staff, project team members and stakeholders, and community outreach skills.	25 points
4	References: Favorable references from past clients.	10 points
5	Cost: Competitive rates as compared to other bidders.	5 points

QUESTION & ANSWERS, REQUESTS FOR CLARIFICATION OR EXCEPTIONS, ADDENDA

This Request for Qualifications and any addenda will be posted on the SBCOG website (<http://sanbenitocog.org/>). Questions and answers regarding the request for qualifications will also be posted on the website. All potential bidders are responsible for checking the website for any addenda to the bid documents, and the proposal must cite any addenda to be responsive.

Any requests for clarification or exceptions to requirements in this Request for Qualifications must be received by the Agency no later than 12:00pm, PDT on June 4th, 2024, to guarantee response or consideration. Responses to questions concerning this Request for Qualifications posed before this deadline will be posted on the agency's website (<http://sanbenitocog.org/>).

Submittal Requirements and Format

Submittals are due via email to the project manager, (projects@sanbenitocog.org), by June 18th, 2024, at 12:00pm, PDT.

All email inquiries, including the submittal of the Statement of Qualifications, should include the above subject, **On Call Transportation Planning Services**, in the subject header.

All interested firms are required to submit one (1) digital copy of their statement to perform the requested consulting services. The statement shall include:

- A. **Title Page:** The title page should include the name of the proposing firm as well as the service categories for which they wish to be considered.

- B. **Demonstrated Knowledge and Experience with Transportation Planning:** The statement shall include the Project Manager and assigned team members' demonstrated knowledge of expertise and experience in the work as specified.

(As appropriate for the service category(s) the proposing firm wishes to be considered for)

- C. **Examples of Relevant Transportation Planning Work Performed:** The statement should include three (3) examples of transportation planning work relevant to the Preliminary Scope of Work (Exhibit A). Examples should represent the latest, most comprehensive products delivered, such as final documents, presentations, findings reports, etc., that best exemplify the work performed. Examples should also include the name and contact information of the project manager at the agency for which the work was performed.
- D. **Project Team:** The statement shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The submittal shall identify the skills of each of the team members and how those skills will be utilized in the work.
- E. **References:** The statement shall include at least two (2) recent references from past clients for similar types of work.
- F. **Cost of Services:** The statement of qualifications shall include a listing of the hourly rates for the assigned personnel for the term of the contract. **Hourly rates should be submitted as a separate document and not included with items A-E above.**

Cost Proposal*

The cost proposal detail shall describe estimated costs for each professional's time, for the completion of each proposed task, for travel and per-diem (if applicable), and for materials and supplies. Cost proposals must be submitted in the standard Caltrans Local Assistance Procedures Manual 10-H format.

Cost Proposals should include annual rates/costs for a possible three (3) year agreement. If rates are subject to change annually, the cost proposal forms shall be submitted for each year of the contract. Each firm shall also complete and submit with its cost proposal the attached Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System. Failure to provide adequate cost data will result in the SOQ rejection as unresponsive.

*Response required

Consultant and Subcontractor Information

The proposal must include the following information for the consultant and each subcontractor, as required by 49 CFR Section 26.11(c)(2).

- A. Firm name;
- B. Firm address;
- C. Firm's status as a DBE or non-DBE;
- D. Age of the firm; and
- E. The annual gross receipts of the firm expressed in one of the following ranges: Less than \$500,000; \$500,000-\$1 million; \$1 million-\$2 million; \$2 million-\$5 million; or Over \$5 million.

The consultant may satisfy the requirements of this section by completing and submitting the Exhibit referred to as "Disadvantaged Business Enterprise Information", which is attached to the SBCOG's Standard Agreement (Exhibit B). Consultant should also complete and submit the attached Exhibit "10-O1" from Chapter 10 of the Caltrans Local Assistance Procedures Manual.

Proposed Subcontractor Letters

If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professional in the Staffing Resource Matrix mentioned above.

Proposed DBE Utilization*

DBE proposal should document consultant's proposed use of DBEs, if any, in the performance of this work, including the following:

Must Submit:

- Exhibit 10-01 Local Agency Consultant DBE Commitment
- Disadvantaged Business Enterprise Information (in SBCOG's Standard Agreement)

(When DBE goal met) Must Submit:

- Exhibit 10-01 all sections (1-24)
 - Form includes names, addresses, description, dollar amount of work each named DBE will perform, confirmation of proposer's commitment to use identified DBE, and commitment to participate from DBE firm.

(When DBE goal not met) Must Submit:

- Exhibit 10-01 sections (1-6, 11)
- Exhibit 15-H Good Faith Efforts - showing that consultant made adequate good faith efforts to meet the goal.

SOQs that do not meet the DBE contract goal or make an adequate good faith effort to meet the DBE contract goal and document adequate good faith efforts shall be considered non-responsive to this RFQ.

*Response required

Proposed Award Schedule

Release of Request for Qualifications	May 17, 2024
Requests for clarification due to SBCOG	June 4, 2024
Electronic proposals due to SBCOG	June 18, 2024
Review and ranking of submittals	July 1, 2024
Contract Award	July 18, 2024

Miscellaneous

- A. Modification or Withdrawal of Submittals: Any submittals received prior to June 18th, 2024, at 12:00pm, PDT, the deadline for proposal submission, may be withdrawn or modified by written request of the proposer. To be considered, however, the modified submittal must be received by June 18th, 2024, at 12:00pm, PDT.
- B. Property Rights: Any submittal received within the prescribed deadline becomes the property of SBCOG and all rights to the contents therein become those of SBCOG.
- C. Confidentiality: Before the award of the contracts, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposal), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of any submittals as confidential will be regarded as non-effective and will be disregarded.
- D. Amendments to Request for Qualifications: SBCOG reserves the right to amend the Request for Qualifications by addendum before the final submittal date, June 18th, 2024.
- E. Non-Commitment of SBCOG: This Request for Qualifications does not commit SBCOG to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for Qualifications will remain in the public domain at the completion of the contract.
- F. Conflict of Interest: The prospective consultant shall disclose any financial, business, or other relationship with SBCOG that may have an impact upon the outcome of this contract or any SBCOG project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or SBCOG projects that will follow.

In particular, the prospective consultant shall disclose any financial interest or relationship with any firm that might submit a bid on SBCOG projects.

- G. Nondiscrimination: The prospective consultant must certify compliance with nondiscrimination requirements of SBCOG pertaining to the development, implementation, and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
- H. Final Selection and Protests: The selection process is considered concluded when a "Notice of Intent to Award" email is sent to all participating consultants indicating which consultant will be recommended for approval. The firm recommended is not a final selection and no contract is certain until approved by the SBCOG Executive Director, or Board of Directors, as applicable.

Protestants shall email a detailed statement of protest to the project manager (projects@sanbenitocog.org) no later than five (5) business days after receipt of the Tentative Award email described above.

All email inquiries, including the submittal of the Statement of Qualifications, should include the above subject, **On Call Transportation Planning Services**, in the subject header.

Questions

If you need assistance or have any questions, please email the Project Manager, at projects@sanbenitocog.org

All email inquiries, including the submittal of the Statement of Qualifications, should include the above subject, **On Call Transportation Planning Services**, in the subject header.

Attachments

- Exhibit A: Preliminary Scope of Work
- Exhibit B: Sample SBCOG Standard Agreement for Professional Services
- Exhibit C: Levine Act Disclosure Statement
- Exhibit D: Debarment Certification Form
- Exhibit E: Disadvantaged Business Enterprise (DBE) Information Form
- Exhibit F: Fair Employment Practices Addendum
- Exhibit G: Nondiscrimination Assurances
- Exhibit 10-I: Notice to Proposers DBE Information
- Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management Systems
- Exhibit 15-H: Proposer – Contractor Good Faith Efforts

- Exhibit 10-01: Consultant Proposal DBE Commitment
- Exhibit L: Sample Cost Proposal Form

Exhibit A

On Call Transportation Planning Services: Preliminary Scope of Services

Overview:

SBCOG is actively seeking transportation planning services from consultant(s) or consulting team(s) on an as-needed basis to address agency transportation planning priorities, including but not limited to:

- a. Transportation Data Analysis and Modeling
- b. Transportation Planning
- c. Transit System Planning
- d. Community Engagement and Public Outreach

These agency transportation planning priorities are otherwise known as Service Categories.

Task Orders:

Task orders will be delivered to selected consultants via a "mini-RFP" process, or, as otherwise permitted by Chapter 10 of the Caltrans Local Assistance Procedures Manual. The mini-RFP process will involve responses to task orders being informally solicited amongst qualified consultants within a service category. The evaluation criteria for the task order will be specified in the mini-RFP solicitation. A consultant will be selected, and a contract will be negotiated based on the wage rates established in the Master On-Call Service Agreement with the consultant.

Examples of Project Tasks for Each Listed Service Category:

Project tasks will vary depending on the nature of the specific project and may include, but are not limited to, any or all of the following for each service category:

- a. **Transportation Data Analysis and Modeling:**
 - i. Identify and collect relevant transportation data such as individual travel behavior data and corridor-level traffic analyses.
 - ii. Derive important and useful data points from transportation datasets, such as modal share, travel times, travel frequency, and traffic counts. This may require the use of quantitative statistical methodology.
 - iii. Summarize data, create graphic representations of data, and present findings. This may include creating charts and graphs that visually depict key findings.
 - iv. Formulation of options and recommendations for SBCOG staff to take up in support of findings.
- b. **Transportation System Planning:**
 - i. Assist with Senate Bill 743 (SB 743) implementation, including transportation impact fee analysis.

- ii. Provide technical highway / freeway planning assistance relating to matters such as VMT reduction, traffic mitigation, and safety.
- iii. Conduct feasibility studies relating to congestion pricing and express lane revenues.
- iv. Perform technical analyses of specific transportation corridors.
- v. Assess county wide goods movement and assist in freight planning activities.
- vi. Develop strategies to improve multimodal connectivity.
- vii. Explore techniques that promote modal shift.
- viii. Assist in complete streets planning and coordination.
- ix. Identify strategies and methods that improve the safety of our transportation networks for all modalities.
- x. Develop strategies that make our transportation system more equitable.

c. Transit System Planning:

- i. Assess the current state of the transit system in San Benito County and the goals of the Local Transit Authority (LTA). This may include a statistical and financial analysis of operations and identifying performance measures for transit operations.
- ii. Perform a Next Generation Transit Study and provide recommendations and options to the LTA regarding the direction of future transit operations.
- iii. Conduct a Zero Emission Vehicle and Transit Operations Feasibility Study and provide recommendations and options to the LTA regarding the direction of future zero emission transit operations.
- iv. Assess regional energy infrastructure as it relates to transit operations.
- v. Identify potential risks associated with zero emission technologies.
- vi. Examine the regulatory landscape as it pertains to zero emission transit operations.
- vii. Develop strategies that make transit operations more financially efficient.
- viii. Develop strategies that increase the viability of LTA transit services.
- ix. Develop strategies that increase the equity of LTA transit services.
- x. Collect and present information on the latest trends in the transit world as it applies to San Benito County.
- xi. Provide assessment on how the LTA transit system can better integrate with active transportation modes in San Benito County.
- xii. Provide assessment on how LTA transit services can better integrate and support local economic activity.
- xiii. Deliver insight on how LTA services can be more environmentally friendly.
- xiv. Create a visual / electronic dashboard, to be shared with the public, that represents the state of current LTA operations.

d. Community Engagement and Public Outreach

- i. Public outreach strategy development.

- ii. Focus group coordination and management.
- iii. Conduct community surveys.
- iv. Research and integrate equitable outreach strategies.
- v. Develop tools for assessing the impact of outreach efforts.
- vi. Advisory group coordination and management.
- vii. Provide recommendation on how SBCOG can better utilize its website and social media accounts.

Role of SBCOG:

SBCOG will:

- Provide the consultant with detailed project tasks orders and agency goals.
- Set up the various meetings and conference calls to coordinate information-sharing.
- Review and comment on transportation planning deliverables.
- Integrate the work of the consultant into agency plans and projects.

Relevant Links:

- San Benito County Local Transit Authority (LTA) <http://sanbenitocountyexpress.org/>
- Transit and Intercity Capital Program (TIRCP) [Transit and Intercity Rail Capital Program | CalSTA](#)
- Safe Streets for All Program (SS4A) <https://www.transportation.gov/grants/SS4A>
- Solutions for Congested Corridors Program <https://catc.ca.gov/programs/sb1/solutions-for-congested-corridors-program>
- Chapter 10 of Local Assistance Procedures Manual, Consultant Selection. <file:///C:/Users/sborick/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/BY303CS2/ch10.pdf>

Exhibit B

Sample SBCOG Standard Master On-Call Agreement for Professional Services

Exhibit B —STANDARD CONTRACT

The following is a copy of the Master On-Call Agreement used by SBCOG for contracting with consultants or individuals for professional services. This document shall serve as the basis for a contract with the successful consultants (s) or individual(s). *Respondents should not respond to this RFP if they cannot agree to the standard contract terms and conditions.*

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("SBCOG") and _____ ("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 _____, and end on _____ unless sooner terminated as specified herein.

2. Scope of Services and Task Orders.

After a project to be performed under this Agreement is identified by SBCOG and the CONTRACTOR is selected by SBCOG to perform services, SBCOG will prepare a draft Task Order in substantially the form attached hereto as Exhibit A to this Agreement.

a. A draft Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of performance enumerating a timeline for completion of tasks including a deadline for deliverables. The Cost Proposal will include a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, and total dollar amount. The cost proposal shall utilize the hourly rates in Exhibit 10-H – Master Agreement Fee Schedule and Cost Proposal ("Cost Proposal"). After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both SBCOG and the CONTRACTOR. The final Task Order shall state that payments under the Task Order shall not exceed the total dollar amount stated.

b. A Task Order is of no force or effect until returned to SBCOG and signed by an authorized representative of SBCOG. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the SBCOG and approved by the SBCOG's Board, if such approval necessary.

c. SBCOG reserves the right to review and approve all work to be performed by CONTRACTOR in relation to this Agreement. Any proposed amendment to a Task Order must be submitted by CONTRACTOR in writing for prior review and approval by SBCOG's Executive Director or their designee. Approval shall not be effective unless such approval is made by the SBCOG in writing.

3. Compensation for Services.

In consideration for CONTRACTOR'S performance, SBCOG 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: \$2,000,000
- (b) Professional liability insurance: \$2,000,000
- (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 thirty (30) days.

7. Compliance with Laws.

CONTRACTOR shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. CONTRACTOR warrants and represents to SBCOG that CONTRACTOR shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for CONTRACTOR to practice its profession or are necessary and incident to the performance of the services and work CONTRACTOR performs under this Agreement. CONTRACTOR shall provide written proof of such licenses, permits, insurance and approvals upon request by SBCOG. SBCOG is not responsible or liable for CONTRACTOR's failure to comply with any or all of the requirements contained in this paragraph.

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 SBCOG:

Name: Binu Abraham

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Contract Administrator for
CONTRACTOR:

Name:

Title:

Address:

SIGNATURES

APPROVED BY
CONTRACTOR:

Name:

Chair

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

Sloan Sakai Yeung & Wong LLP

By:

Osman I. Mufti, SBCOG Legal Counsel

Date:

ATTACHMENT A
Sample Task Order Form
Task Order No. ____
To The
Master On-Call Services Agreement
Between the Council of San Benito County Governments
and [INSERT FULL LEGAL NAME OF CONTRACTOR]

This Task Order No. __ is entered into on this __ day of _____, 20__ (“Effective Date”) by and between the Council of San Benito County Government (“SBCOG”) and [Insert full legal name of Contractor] (“Contractor”), a California [Insert entity status (Corporation, Partnership, Limited Liability Company etc.)].

WHEREAS, SBCOG and Contractor entered into a Master On-Call Services Agreement on [Insert date of Master On-Call Services Agreement] (the “Agreement”); and

WHEREAS, the Contractor now agrees to perform the following scope of services for this Task Order No. __.

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

a. Task 1

[Insert detailed description of each task to be performed]

b. Task 2

[Insert detailed description of each task to be performed]

2. Fee

[Insert rates of compensation, fees, expenses, and a not-to-exceed amount]

3. Schedule of Performance

[Insert timeline for completion of tasks, including deadlines for deliverables]

All work under this task order shall be completed on or before _____, 20__, unless otherwise authorized in writing by SBCOG.

4. Deliverables

[List Deliverables to be provided]

5. Assumptions and Exclusions

[List assumptions and exclusions, if any]

6. This Task Order No. __ is subject to the terms and conditions of the Agreement. This Task Order No. __ may be executed in multiple counterparts, each of which shall constitute an

original, and all of which taken together shall constitute on and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Task Order No. ___ and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS TASK ORDER NO. ___ AS OF THE DATE HEREIN ABOVE APPEARING:

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

BINU ABRAHAM, Executive Director

[CONTRACTOR]

Name and Title

~ END ATTACHMENT A ~

ATTACHMENT B Payment Schedule

B-L. 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 SBCOG to CONTRACTOR at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

- a. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in Exhibit 10-H – Master Agreement Fee Schedule and Cost Proposal (“Cost Proposal”). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and profit. These rates may only be adjusted as set forth in Exhibit 10-H. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order.
- b. Cost Principles and Administrative Requirements:

If applicable due to the funding source used for payment of a Task Order by SBCOG CONTRACTOR agrees as follows:

- (1) CONTRACTOR agrees that the “Contract Cost Principles and Procedures,” 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, et seq., and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) CONTRACTOR also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.”
- (3) Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, et seq., 23 CFR, 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal

Regulations, are subject to repayment by CONTRACTOR to SBCOG. Disallowed costs must be reimbursed to SBCOG within thirty (30) days unless SBCOG approves in writing an alternative repayment plan. Should CONTRACTOR fail to return disallowed costs to SBCOG within thirty (30) days, SBCOG is authorized to withhold payments due to CONTRACTOR from other SBCOG contracts.

- (4) CONTRACTOR shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link:

<https://travelpocketguide.dot.ca.gov/>

Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to CONTRACTOR and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

- (5) CONTRACTOR and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to SBCOG. Contractor shall also provide SBCOG with the Caltrans, Local Assistance Procedures Manual, Exhibit 10-K (Consultant Certification of Contract Costs and Financial Management System) and Exhibit 10-H (Cost Proposal).
- (6) Contractors and subcontractors shall comply with:

23 CFR; Caltrans' Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>);

Caltrans' Local Assistance Programs Guidelines (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.

- (7) All subcontracts in excess of \$25,000 shall contain provisions b(1) through b(6) above.

- c. Allowable Costs and Payments: CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal attached hereto (Caltrans, Local Assistance Procedures Manual, Exhibit 10-H) ("Cost Proposal") The specified hourly rates

shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.

- (1) In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order/Scope of Work.
- (2) Specific projects will be assigned to CONTRACTOR through issuance of Task Orders/approval of the Scope of Work.
 - a. For any project to be performed under this Agreement, SBCOG will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate SBCOG's Project Representative. The draft Task Order/Scope of Work will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both SBCOG and CONTRACTOR.
 - b. Task Orders/Scope of Work may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- (3) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- (4) When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from SBCOG's Project Manager before exceeding such estimate.
- (5) Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- (6) CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by SBCOG, and notification to proceed has been issued by SBCOG's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (7) No expenditures are authorized on the project and work shall not commence until a Task Order for the project has been executed by SBCOG.
- (8) CONTRACTOR will be reimbursed as promptly as fiscal procedures will permit upon receipt by SBCOG of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed

- on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due to SBCOG that include any equipment purchased under the provisions of Section 43 of this Agreement, must be reimbursed by CONTRACTOR prior to the expiration or termination of this Agreement. Invoices shall be mailed to SBCOG's Project Manager at the address provided in this Agreement.
- (9) The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
 - (10) The total amount payable by SBCOG for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by written amendment.
 - (11) If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
 - (12) Task Orders may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement
 - (13) All subcontracts in excess of \$25,000 shall contain provisions c(1) through c(12) above.

~ END ATTACHMENT B ~

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and SBCOG 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 SBCOG, 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 SBCOG 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 SBCOG, 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 SBCOG as the insurance required herein. CONTRACTOR further agrees to notify SBCOG 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 SBCOG or its authorized representative, Federal Highway Administration (FHWA), 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 SBCOG, 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 SBCOG, 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 SBCOG is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent CONTRACTORS in relation to SBCOG and not officers or employees of SBCOG. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of SBCOG. 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 SBCOG 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.

CONTRACTOR duties and services under this agreement shall not include preparing or assisting the SBCOG with any portion of the SBCOG's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the SBCOG. The SBCOG shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of a project for which grant writing services are provided by CONTRACTOR. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the SBCOG to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

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 SBCOG 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 SBCOG, 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, SBCOG 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. SBCOG'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 SBCOG shall have the right to deduct from any payments specified in Attachment B any amount owed to SBCOG 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 SBCOG exercises the right to reduce the consideration specified in Attachment B, SBCOG, 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. National Labor Relations Board Certification.

CONTRACTOR, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

C-31. Americans with Disabilities Act (ADA) of 1990; Accessibility.

By signing this Agreement, CONTRACTOR assures SBCOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.

C-32. Compliance with Non-Discrimination and Equal Employment Opportunity Laws.

It is SBCOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 et seq., and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and other California State discrimination laws and regulations. SBCOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SBCOG prohibits discrimination by its employees, contractors and consultants.

CONTRACTOR hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that CONTRACTOR will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by CONTRACTOR to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SBCOG may deem appropriate.

a. CONTRACTOR and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

b. CONTRACTOR and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. CONTRACTOR and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. CONTRACTOR and its subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with the obligations of the "Administering Agency, as set forth in Exhibit G, "Fair Employment Practices Addendum" and Exhibit H, "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. CONTRACTOR and its subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. CONTRACTOR and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.), as well as Title 2, California Administrative Code, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. CONTRACTOR shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

e. CONTRACTOR, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

f. CONTRACTOR will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering SBCOG's component of its DBE program, CONTRACTOR will not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE program with respect to individual of a particular race, color, sex or national origin.

g. CONTRACTOR will include the provisions of this Section C-32 in all contracts to perform work funded under this Agreement.

C-33. Drug-Free Certification.

By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or the organization's policy of maintaining a drug-free workplace;
- (3) Any available counseling, rehabilitation, and employee assistance programs; and
- (4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Contractor who works under this Agreement shall:

- (1) Receive a copy of CONTRACTOR's Drug-Free Workplace Policy Statement; and
- (2) Agree to abide by the terms of CONTRACTOR's Statement as a condition of employment on this Agreement.

C-34. Union Organizing.

By signing this Agreement, CONTRACTOR hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. CONTRACTOR will not meet with employees or supervisors on SBCOG or State property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

C-35. Debarment, Suspension, and Other Responsibilities.

CONTRACTOR certifies and warrants that neither the CONTRACTOR firm nor any owner, partner, director, officer, or principal of CONTRACTOR, nor any person in a position with management responsibility or responsibility for the administration of funds:

a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commissions of any of the offenses enumerated in paragraph "b" above.

d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

e. CONTRACTOR shall complete the Debarment Certification Form, attached hereto as Exhibit E.

C-36. Conflicts of Interest.

a. CONTRACTOR shall disclose any financial, business, or other relationship with SBCOG that may have an impact upon the outcome of this Agreement, or any ensuing SBCOG construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing SBCOG construction project, which will follow.

b. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

c. CONTRACTOR shall immediately notify SBCOG of any and all potential violations of this Section upon becoming aware of the potential violation.

d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

C-37. Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SBCOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

C-38. Political Reform Act Compliance.

CONTRACTOR is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SBCOG, as provided for in the Conflict of Interest Code for SBCOG, shall promptly file economic disclosure statements for the disclosure categories determined by SBCOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

C-39. Prohibition of Expending State or Federal Funds for Lobbying.

a. CONTRACTOR certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached hereto as Exhibit J.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

C-40. Disadvantaged Business Enterprise (DBEs) Participation.

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement, as well as Exhibit 10-01 from the Caltrans Local Assistance Procedures Manual, so that SBCOG may compile statistics for Federal reporting purposes. In compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report ("Form 3069") is required, as specified in this Agreement. The Consultant shall submit a Form 3069, with each invoice. Failure to provide the Form 3069 with each invoice will result in twenty-five percent (25%) of the dollar, value of the invoice being withheld from payment

until the form is submitted. The amount will be returned to the Consultant when a satisfactory Form 3069 is submitted to SBCOG."

a. Non-Discrimination: Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SBCOG may deem appropriate. Each subcontract signed by CONTRACTOR in the performance of this Agreement must include this nondiscrimination clause.

b. Prompt Payments to DBE and Non-DBE Subcontractors:

(1) CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment Contractor receives from SBCOG. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SBCOG. This clause applies to both DBE and non-DBE subcontracts.

(2) CONTRACTOR agrees to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SBCOG. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by SBCOG. If SBCOG makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event CONTRACTOR fails to promptly return retainage as specified above, SBCOG shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as SBCOG deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

(3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: CONTRACTOR shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SBCOG.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

(1) CONTRACTOR shall not terminate a listed DBE subcontractor unless Contractor has received prior written authorization from SBCOG's Project Manager. SBCOG's Project Manager will authorize termination only if the Project Manager determines that CONTRACTOR has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

(2) Prior to requesting SBCOG's authorization to terminate and/or substitute a DBE subcontractor, CONTRACTOR shall give notice in writing to the DBE subcontractor, with a copy to

SBCOG, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the CONTRACTOR notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why SBCOG should not approve the CONTRACTOR's action. SBCOG may, in instances of public necessity, approve a response period shorter than five days.

(3) If a DBE subcontractor is terminated or fails to complete its work for any reason, CONTRACTOR shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.

e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify CONTRACTOR in writing with the date of certification. CONTRACTOR shall then provide to the Project Manager of SBCOG written documentation indicating the DBE's existing certification status.

f. Noncompliance by Contractor. CONTRACTOR's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SBCOG may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

C-41. Campaign Contribution Disclosure.

CONTRACTOR has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit D.

C-42. Costs and Attorneys' Fees.

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

C-43. Rebates, Kickbacks, or Other Unlawful Consideration.

CONTRACTOR warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SBCOG employee. For breach or violation of this warranty, SBCOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

C-44. Equipment Purchase.

a. Prior authorization in writing, by SBCOG's Project Manager shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by SBCOG's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SBCOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit SBCOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SBCOG procedures, and credit SBCOG in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SBCOG and CONTRACTOR, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SBCOG." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

d. All subcontracts in excess \$25,000 shall contain the above provisions.

C-45. State Prevailing Wage Rates.

If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, et seq., including surveying work, then the following provisions apply:

a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

C-46. Clean Air Act.

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). CONTRACTOR agrees to report each Clean Air requirement violation to SBCOG and understands and agrees that SBCOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

C-47. Disputes.

Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SBCOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by CONTRACTOR at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that CONTRACTOR disputes the Committee's determination, CONTRACTOR may request review by SBCOG's Executive Director of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The CONTRACTOR's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse CONTRACTOR from full and timely performance in accordance with this Agreement.

C-48. Confidentiality of Data.

a. All financial, statistical, personal, technical, or other data and information relative to SBCOG's operations, which are designated confidential by SBCOG and made available to CONTRACTOR in order to carry out this Agreement, shall be protected by CONTRACTOR from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by SBCOG relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.

c. CONTRACTOR shall not comment publicly to the press or any other media regarding this Agreement or SBCOG's actions on the same, except to SBCOG's staff, CONTRACTOR's own personnel involved in the performance of this contract, or in response to questions from a Legislative committee.

d. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by SBCOG, and receipt of SBCOG's written permission.

e. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.

f. All information related to cost estimates is confidential, and shall not be disclosed by Contractor to any entity other than SBCOG.

C-49. Evaluation of Contractor Performance.

CONTRACTOR's performance may be evaluated by SBCOG. A copy of the evaluation will be sent to CONTRACTOR for comments. The evaluation together with the comments shall be retained as part of the contract file.

C-50. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of

the underlying contract, the CONTRACTOR certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. The CONTRACTOR agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

C-51. Recovered Materials.

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The CONTRACTOR agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

C-52. Funding Requirements.

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to SBCOG for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or SBCOG's governing Board that may affect the provisions, terms, or funding of this Agreement in any manner.

c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

d. SBCOG has the option to void the contract under the 30-day termination clause pursuant to Section 8 of this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

C-53. Prohibition on Providing or Using Certain Telecommunications and Video Surveillance Services or Equipment.

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Agreement, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Agreement, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

C-54. Notification to FTA; Flow Down Requirement.

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify SBCOG, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which SBCOG is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement between the FTA and SBCOG, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

c. Additional Notice to U.S. DOT Inspector General. The CONTRACTOR must promptly notify SBCOG, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which SBCOG is located, if the CONTRACTOR has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with SBCOG involving a principal, officer, employee, agent, or Third-Party Participant of the CONTRACTOR. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the CONTRACTOR. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the CONTRACTOR, including divisions tasked with law enforcement or investigatory functions.

C-55. Economic Sanctions.

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SBCOG shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

C-56. United States-flag Vessels: Per 46 CFR 381, Use of United States-flag vessels, the CONTRACTOR agrees.

a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

b. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Exhibit C: Levine Act Disclosure Statement

Exhibit D: Debarment Certification Form

Exhibit E: DBE Information Form

Exhibit F: Fair Employment Practices Addendum

Exhibit G Non-discrimination Assurances

Exhibit 10-I: Notice to Proposers Disadvantaged Business Enterprise Information

Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System

Caltrans Exhibit 10-O1: Consultant Proposal DBE Commitment

Caltrans Exhibit 10-O2: Local Agency Proposer DBE Commitment

Sample Cost Proposal: For Specific Rates of Compensation

~ END ATTACHMENT C ~

~ END EXHIBIT B ~

**EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language. Current members and alternates of the SBCOG Board of Directors are:

Scott Freels	Jackie Morris-Lopez
Mia Casey	Rick Perez
Mindy Sotelo	Kollin Kosmicki
Angela Curro	
Dolores Morales	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

(Signature of Authorized Official)

(Print Name and Title)

(Company Name)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "**Party**" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "**Participant**" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "**Agency**" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "**Officer**" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "**License, permit, or other entitlement for use**" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "**Contribution**" includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30

days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.

~ END EXHIBIT C ~

**EXHIBIT D
DEBARMENT CERTIFICATION FORM**

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

Contractor Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT E

DISADVANTAGED BUSINESS ENTERPRISE ("DBE") INFORMATION FORM

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Council of San Benito County Governments (SBCOG), the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SBCOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE. The CUCP database may be accessed on-line at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the Caltrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE Participation Information

(Awardee must check at least one of the options below, provide required information regarding certified DBE's , and sign this Information Sheet)

_____ Option #1 - No Certified DBE participation proposed for this contract.

_____ Option #2 - It is proposed that the following DBE(s) be used on this contract: (Please attach an additional sheet if necessary)

Name of Certified DBE

DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Age of Firm _____

Annual Gross Receipts (check one):
____ Less than \$500,000
____ \$500,000-\$1 million
____ \$1 million-\$2 million
____ \$2 million-\$5 million
____ Over \$5 million

Capacity of DBE (e.g., contractor, subcontractor

_____ \$ Amount DBE Participation vendor)

_____ Description of services or materials to be provided by
DBE

~ END EXHIBIT E ~

EXHIBIT F

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

~ END EXHIBIT F ~

EXHIBIT G

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 es seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT G

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT G

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT G

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT G

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION
(Federally funded projects only)

The Agency has established a DBE goal for this Contract of _____%

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant’s executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#).
1. Click on the link titled "Access the DBE Query Form"
 2. Click on "Start DBE Firms Query" link

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. Materials or supplies purchased from DEC's count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers'

representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (for the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant’s experience with 48 CFR Part 31 is _____.
- Audit history of the consultant’s current and prior years (if applicable)

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____
 Signature: _____ Date of Certification (mm/dd/yyyy): _____
 Email**: _____ Phone Number**: _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
 2) Copy - Consultant
 3) Copy - Caltrans Audits and Investigations

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ (Agency Name) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 21. Local Agency Representative's Signature _____ 22. Date _____ 23. Local Agency Representative's Name _____ 24. Phone _____ 25. Local Agency Representative's Title _____	12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ **Contract Amount \$** _____ **Date** _____

For Combined Rate	Fringe Benefit %	+ General & Administrative %	=	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit %	+ General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit %	+ General & Administrative %	=	Field Office ICR%
Fee				%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

EXHIBIT L
Sample Cost Proposal Form

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:



STAFF REPORT

Action

Prepared By: Samuel Borick, Transportation Planner

Subject: Overall Work Program

Agenda Item No. 9

Approved By: Binu Abraham, Executive Director

Meeting Date: May 16, 2024

Recommendation:

- a. ADOPT Resolution No. 2024-02, The Fiscal Year 2024/2025 Overall Work Program.
- b. AUTHORIZE the Executive Director to Sign, for and on Behalf of The Council of San Benito County Governments, the Overall Work Program Agreement and Annual List of Certifications and Assurances that all funding program requirements have been met.

Summary:

As the Regional Transportation Planning Agency for San Benito County, the Council of San Benito County Governments (SBCOG) must prepare an annual Overall Work Program (OWP). The OWP is a one-year statement of proposed work and budget for transportation planning activities. This Work Program guides the agency's activities for the fiscal year and enables the SBCOG to receive certain types of state and federal funds. The Overall Work Program includes goals and objectives, specific tasks, a detailed budget, and timelines for the planning activities.

Background/ Discussion:

Annually, in compliance with federal and state regulations, SBCOG adopts an OWP detailing the comprehensive planning activities proposed for the upcoming fiscal year. These activities are to be undertaken by the Council of San Benito County Governments, the Local Transportation Authority, the Airport Land Use Commission, the Measure A Authority, and the Service Authority for Freeways and Expressways, all in alignment with SBCOG's mission.

The document provides detailed information on each major activity, including a description of the work to be performed, the major products of the effort, key milestones, and funding information. The OWP serves important agency objectives:

- **Reference:** the OWP may be used by members of the public, planners, and elected officials to understand how SBCOG will meet its objectives through the regional comprehensive planning process.
- **Management Tool:** the OWP is used as a management tool to ensure that the planned activities are accomplished both on time and within budget.

- Grant Support and Securing Resources: the OWP serves as documentation to support the various federal and state grants that finance SBCOG's planning program.

Staff Analysis:

The SBCOG Board of Directors received the draft OWP at their March 2024 meeting for feedback. The SBCOG Board of Directors is being asked to consider adopting the final OWP package, which includes the enclosed Resolution (Attachment 1) – adopting the Overall Work Program and authorizing the COG Executive Director to sign the FY 2024/2025 Overall Work Program Agreement (Attachment 2) and Annual Certification of Assurances (Attachment 3).

SBCOG submitted the draft Overall Work Program (OWP) to Caltrans for feedback. SBCOG received a comment letter from Caltrans and staff have incorporated those comments into the final OWP (Attachment 4).

Financial Impact:

There is no financial impact.

Attachments:

1. Resolution No. 2024-02, Including Exhibit A – Overall Work Program
2. Overall Work Program Agreement
3. Annual List of Certifications and Assurances
4. Caltrans Comment Letter

Before The Council of San Benito County Government

A RESOLUTION OF THE COUNCIL OF SAN BENITO COUNTY)
GOVERNMENTS ADOPTING THE FISCAL YEAR 2024/2025)
OVERALL WORK PROGRAM)

Resolution No. 2024-02

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

WHEREAS, the Federal Highway Administration (FHWA) and the 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, state Rural Planning Assistance (RPA), federal Consolidated Planning Grant (CPG), and Transportation Planning Grants; and

WHEREAS, San Benito’s COG fiscal year 2024/2025 OWP, attached hereto and incorporated herein by reference as Exhibit A, provides the scope of work and budget for transportation planning activities and funding sources to be accomplished between July 1, 2024 and June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Council of San Benito County Governments that hereby approves and adopts the fiscal year 2024/2025 SBCOG Overall Work Program (Exhibit A) and budget of \$1,289,196; and

BE IT FURTHER RESOLVED that the Board of Directors of the Council of San Benito County Governments hereby authorizes the SBCOG Executive Director or designee to sign, for and on behalf of the Council of San Benito County Governments, the Overall Work Program Agreement and annual certifications and assurances that all funding program requirements have been met.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 16th DAY OF MAY, 2024 BY THE FOLLOWING VOTE:

- AYES:
- NOES:
- ABSTAINING:
- ABSENT:

Scott Freels, Chair

APPROVED AS TO LEGAL:
SBCOG COUNSEL’S OFFICE

ATTEST:

Binu Abraham, Executive Director
Dated:

Osman I. Mufti, Deputy SBCOG Counsel
Dated:



DRAFT
OVERALL WORK PROGRAM
Planning Activities for the San Benito Region
Fiscal Year 2024/2025





Mission Statement

SBCOG improves the mobility of San Benito County travelers by planning for and investing in a multi-modal transportation system that is safe, economically viable, and environmentally friendly.

Council of San Benito County Governments (SBCOG) Board of Directors

Local Transportation Authority (LTA) • Airport Land Use Commission (ALUC) • Measure A Authority (MEA) • Service Authority for Freeways and Expressways (SAFE)



Scott Freels, Chair

Mayor, City of San Juan Bautista



Mia Casey, Vice Chair

Mayor, City of Hollister



Angela Curro, Director

Supervisor, County of San Benito



Dolores Morales, Director

Vice Mayor, Hollister City Council



Mindy Sotelo, Director

Supervisor, County of San Benito

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS AGENCY STAFF

Binu Abraham
Executive Director

Norma Aceves
Administrative Services Specialist

Samuel Borick
Transportation Planner

Douglas Kean
Transportation Planner

Monica Gomez
Secretary

Richard Alves
Transit Mechanic

Griselda Arevalo
Office Assistant

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Geographic Setting

San Benito County is a rural and agricultural community in the Central Coast Region, south of Silicon Valley (Figure 1: Map of San Benito County). The County is surrounded by the Counties of Santa Clara, Santa Cruz, Monterey, Fresno, and Merced. The total land area of the county is 1,389 square miles. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450-foot peaks far south.

The population in the County was 64,209 according to the 2020 U.S. Census. The County has two incorporated cities – Hollister, population 41,678, and San Juan Bautista, population 2,089 – and various unincorporated communities (Aromas, Tres Pinos, Panoche, Ridgemark, and Paicines). Major transportation routes bisecting the County include State Routes 129, 156, 25 and U.S. 101.

The City of Hollister where the County seat is located is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, while the southern portion of the County is primarily rural.



Figure 1: Map of San Benito County

Council of San Benito County Governments

The Council of San Benito County Governments (SBCOG) was formed in 1973 through a Joint Powers Agreement among the City of Hollister, City of San Juan Bautista, and the County of San Benito. SBCOG consists of a five-member board that includes two representatives from the San Benito County Board of Supervisors, two representatives from the Hollister City Council, and one representative from the San Juan Bautista City Council. Caltrans serves as a non-voting ex-officio member.



SBCOG provides a forum for addressing regional concerns and fostering agreement on transportation matters. Its mission is to improve the mobility of San Benito travelers by developing and investing in a multi-modal transportation network that prioritizes safety, economic viability, and environmental sustainability. This mission is accomplished through planning and funding a variety of transportation projects and programs.

As the Regional Transportation Planning Agency for the San Benito region, SBCOG is responsible for developing an annual Overall Work Program (OWP) that guides the collaborative planning process, which involves the City of San Juan Bautista, City of Hollister, and County of San Benito. The process also involves coordination with the Association of Monterey Bay Area Governments (AMBAG) and the California Department of Transportation (Caltrans). Specifically, the OWP establishes the transportation planning objectives to be achieved and assigns the institutional responsibility and funding to complete the work. The OWP is organized in the following six chapters:

Chapter 1: Introduction/Prospectus describes the region and overview of the San Benito regional transportation system.

Chapter 2: Overall Work Program summarizes the purpose of the program and prior fiscal year planning accomplishments.

Chapter 3 Transportation Planning Priorities and Goals identifies the state and federal planning goals.

Chapter 4: Agency Organizational Structure describes the SBCOG agency structure, institutional relationships, consultation, and outreach processes.

Chapter 5: Funding Activities shows the use of projected revenues to complete the OWP during the 2024/2025 Fiscal Year and how those resources are allocated.

Chapter 6: Planning Program for Fiscal Year 2024/2025 contains Work Elements of major course work for the upcoming fiscal year. Each Work Element includes the project title, tasks, products/deliverables, schedule, staffing, and revenues for implementation of the OWP.

Appendix contains State required certifications and adopting resolution.

CHAPTER 1: INTRODUCTION/PROSPECTUS

A. Description of the Region

San Benito County is located in the Coast Range Mountains, south of San Jose and west of the Central Valley. The County is surrounded by Santa Cruz and Monterey Counties to the west, Santa Clara County to the north, and Merced and Fresno Counties to the east and south. The County encompasses over 890,000 acres (about 1,391 square miles) and is largely rural and a majority of the population resides in Hollister (the County seat), San Juan Bautista, or the unincorporated area of northern San Benito County. San Benito County is home to 64,209¹ residents and five regional highways and freeways which include: 156, 25, 101, and 129. The county's proximity to Monterey and Santa Clara Counties combined with its relatively affordable housing options makes San Benito an increasingly attractive place to call home.

In San Benito County, the quality of life and economy depends on an efficient, effective, comprehensive, and coordinated multimodal transportation system that provides choices for the movement of people and goods and allows quick transfers between modes when and where they are needed. The need to maintain transportation linkages between rural and urban areas is of critical importance to the local economy, public health and safety, and the social structure of rural communities. Effective rural transportation planning improves the multimodal and intermodal transportation system and helps to ensure that the quality of life and economy in rural areas is maintained and enhanced. It does so by providing a strategic perspective on system investment over an extended period of time. Good rural transportation planning considers a wide range of investment, operational, and technology options that can meet the multimodal transportation needs of transportation system users.

Most importantly, effective rural transportation planning provides the users and stakeholders of the transportation system with ample opportunity to participate in the planning process, thus ensuring maximum input into the desires, visions, and directions for transportation system investment.

¹ 2020 U.S. Census

B. Snapshot of the San Benito Regional Transportation System

i. Transportation - Highways, Roads, and Funding

The San Benito region includes several highways that connect people between several counties, including Monterey, Santa Cruz, Santa Clara, Merced, and beyond. The Federal U.S. Bureau of Land Management and the National Park Service maintain a combined 34.47 centerline miles within the County. The State of California’s highway system extends over 89.43 maintained miles within San Benito County.²

The California Department of Transportation (Caltrans) maintains one federal and four state highways, which include routes U.S. 101, SR 25, SR 129, and SR 156. Caltrans implements highway maintenance and safety projects along those routes.

- U.S. 101 passes through the northwestern portion of San Benito County for 7.5 miles and serves primarily interregional traffic.
- State Route 25 traverses the entire length of San Benito County from the south at the junction of SR 198 in Monterey County, north through Paicines, Tres Pinos, and Hollister to the northern county boundary near Gilroy, where it connects to U.S. 101. This primarily rural route functions as a two-lane conventional highway, apart from a short section in Hollister where there are three miles consisting of four and six lanes with access control (Figure 2: SR 25 in San Benito County).
- State Route 129 operates as a two-lane conventional highway; SR 129 extends from Santa Cruz County into the northwestern portion of San Benito County connecting to U.S 101 approximately 2.6 miles from the Santa Cruz/San Benito County line.
- State Route 156 traverses northern San Benito County, from U.S. 101 through San Juan Bautista and Hollister to the San Benito/Santa Clara County line where it connects with SR 152. SR 156 is a four-lane expressway from U.S. 101 to San Juan



Figure 2: SR 25 in San Benito County

² California Public Road Data 2015

Bautista, where it narrows into a conventional two-lane rural highway. In the Hollister area, SR 156 becomes a two-lane expressway, as it bypasses Hollister and maintains that configuration to the San Benito/Santa Clara County line (Figure 3: SR 156 between Hollister and San Juan Bautista).

With the exception of U.S. 101, the highways in San Benito County are primarily two-lane conventional highways.

The San Benito region also provides an extensive public transit service for residents.



Figure 3: SR 156 between Hollister and San Juan Bautista

ii. Public Transit System

Despite San Benito County's common perception as an auto-oriented culture, the region's transit system includes an extensive network of services and options. The San Benito County Local Transportation Authority (LTA) was formed by a Joint Powers Agreement between the City of Hollister, City of San Juan Bautista, and the County of San Benito in 1990. The LTA is responsible for the administration and operation of the County Express and Specialized Transportation public transportation services in the San Benito region (Figure 4: County Express Riders).



Figure 4: County Express Riders

- County Express Transit System

The County Express fleet includes 19 vehicles, all of which are ADA-compliant and equipped with wheelchair lifts/ramps and bicycle racks. The LTA contracts with a private operator for management, dispatch, and driver hiring of the County Express transit service.

The County Express system currently provides the following services:

- o **Dial-A-Ride** - Dial-a-Ride service is provided to parts of northern San Benito County, including Hollister, San Juan Bautista, and Tres Pinos, Monday through Friday from 6:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 3:00 p.m. Same-day service is available but is subject to availability and a convenience fee.
- o **Paratransit** - Complementary Americans with Disabilities Act Paratransit service is available for residents and visitors who are eligible because of a physical or cognitive disability as determined by LTA. Reservations for the Paratransit service may be made up to 14 days in advance. Same-day service is available but is subject to availability and a convenience fee.
- o **Intercounty** - Routes provide connections from the Cities of Hollister and San Juan Bautista to the City of Gilroy. There is daily weekday service to Gavilan College and the Caltrain station and weekend service to the Greyhound station in Gilroy. The weekday shuttle service is from 4:45 a.m. to 10:23 p.m. with a limited schedule when Gavilan College is not in session. There are three early morning and evening runs to the Gilroy Caltrain station for connections to Caltrain and VTA bus services. Service to the Greyhound station operates four runs on Saturday and Sunday from 7:30 a.m. to 6:45 p.m.

- **On-Demand Service-** This is an on-demand, shared-ride, public transit service within the City of Hollister. Riders can book a trip through our app or call dispatch and ride in our ADA-accessible vehicles with our trained drivers at a fraction of the cost of traditional rideshare apps. This service is currently suspended due to a driver shortage.
- **Trippler Service-** County Express' Trippler provides safe and reliable service to San Benito High School, Rancho San Justo, Marguerite Maze, and other Hollister schools. This service is open to the public.

– **Specialized Transportation Services**

The LTA contracts with Jovenes de Antaño, a local non-profit organization that has been providing Specialized Transportation Services to San Benito residents since 1990. Specialized Transportation services include Out-of-County Non-Emergency Medical Transportation (i.e., Dialysis Treatment), Medical Shopping Assistance Transportation, and the Senior Lunch Transportation Program. The Senior Lunch Transportation Program service was suspended in March 2020 in response to the COVID-19 pandemic. These services exceed the requirements of Americans with Disabilities Act, as they provide escort services, door-through-door, and minor translation services to the passengers.

Jovenes de Antaño also has a referral program that provides information about other senior social services within the community, coordination of home-based services, referral to legal assistance, and other local services to their clients. The coordination effort between Jovenes de Antaño and LTA allows for a reliable service for this critical need in the community. According to the 2020 U.S. Census, 12 percent of the total County population is aged 65 or older.³ Many of these elderly individuals and persons with disabilities require specialized transportation services to travel to medical appointments, shop, and visit recreational centers.

³ 2020 U.S. Census, San Benito County

iii. Active Transportation

Another important component of the San Benito region’s transportation network is planning for *active transportation*, which includes pedestrian and bicycle projects and programs. Local jurisdictions are continuing to implement *complete street* concepts into their planning methodologies. *Complete streets* is a transportation policy and design approach that requires streets to be planned, designed, and maintained to enable safe, convenient, and comfortable travel and access for users of all ages and abilities.

Education plays a crucial role in advancing greater bicycling and walking activity, while also promoting safety awareness. SBCOG has made great strides to encourage walking and bicycling within the San Benito region. Specifically, SBCOG has implemented various educational programs and projects, including:

- Serving on the State of California Walk and Bike Technical Advisory Committee made up of external partners to provide regular strategic input and technical guidance on Caltrans’ complete streets and active transportation efforts.
- Serving as a member agency of the Safe Kids Coalition of San Benito County. In this capacity, SBCOG staff participates in assisting in the annual Kids at the Park event, helmet fittings at several local schools, pop-up events promoting bicycle safety, and Walk to School Day (Figure 5: Figure 5: Walk to School Day Calaveras Elementary School).
- SBCOG serves on the City of Hollister and County of San Benito’s Development Review Committees to provide project specific comments to improve bicycle and pedestrian access and circulation.
- SBCOG sponsors the annual Bike-to-School Day festivities by encouraging students to safely ride to and from school. The event aims to reduce childhood obesity and injury, traffic at school sites, and vehicle emissions (Figure 6: Bike to School Day R.O. Hardin Elementary School).



Figure 5: Walk to School Day



Figure 6: Bike to School Day

At a planning level, SBCOG prepared the SR 156 Multimodal Enhancement Study. The purpose of the study was to address traffic circulation issues at the only two access points into the City of San Juan Bautista from SR 156. Moreover, SBCOG

partnered with Caltrans on its development of the District 5 Active Transportation Plan. The Caltrans Active Transportation Plan identifies active transportation improvements on, across or parallel to the State Highway System. District level plans will emphasize social equity – strengthening and reconnecting local networks and improving safety and access for people who walk, bicycle, and use transit.

iv. Aviation

Aviation plays a major role in regional transportation and serves several purposes in the region. The agricultural community, firefighting, commercial activities, such as goods movement or agricultural commodities, and medical agencies depend on the use of aircraft.

Nearby urban airports are experiencing development pressures that may lead to closure, and nearby airports may see an increased demand for their facilities. Also, the advent of Unmanned Aerial Systems and Advanced Air Mobility may be an opportunity for planning to be competitive in the future of aviation.

Aviation facilities also meet the needs of private aircraft users for commercial and recreation uses. The local airport and airpark, include:

a. Hollister Municipal Airport

The Hollister Municipal Airport is located approximately two miles north of Hollister adjacent to State Route 156 and is owned and operated by the City of Hollister. City officials view the airport as a "front door" through which many businesses, coming to Hollister for the first time, will pass before seeing the rest of the city.

b. Frazier Lake Airpark

Frazier Lake Airpark is located approximately 4.5 nautical miles northwest of Hollister Municipal Airport and is privately-owned and operated by the Frazier Lake Airpark Corporation. Two runways are available for use at the airport, one waterway which is 3,000 feet long and a turf runway that is 2,500 feet long.

v. Goods Movement

Most of the commodities moving through the San Benito region are transported in and out of the county by truck, with a small portion transported by rail. The region experiences high truck traffic in and around San Juan Bautista and Hollister as SR 156 is a state designated Interregional Route. Commodity exports from the County primarily consist of agricultural products and quarry materials; the transport of these products generates truck traffic in and out of the region. While this traffic is largely

confined to state highways, it also impacts local streets and rural roads not designed to handle large heavy trucks, creating conflicts with local traffic, and adding to congestion.

vi. Railroad

The sole rail line in the San Benito region is the 12-mile-long Hollister Branch Line running from Hollister to Carnadero Creek in Santa Clara County. With the advent of the state highway and the competitive shipping rates offered by truckers, rail has become a less viable form of commodity transport than it was in decades past.

The High-Speed Rail project alignment crosses Santa Clara, San Benito, and Merced Counties. There are no proposed High-Speed Rail stops that will service San Benito County residents at this time. Nonetheless, any proposed connections to the High-Speed Rail to Caltrain will be serviced by San Benito County Express Intercounty services. County Express currently provides connections to the Gilroy Caltrain Station.

CHAPTER 2: OVERALL WORK PROGRAM

The Overall Work Program (OWP) details the transportation planning activities that the Council of Governments (SBCOG) will undertake during the Fiscal Year spanning from July 1, 2024, to June 30, 2025. The OWP defines the continuing, comprehensive, and coordinated planning process for the region, inclusive of the City of Hollister, City of San Juan Bautista, and the County of San Benito. The document also includes planning work undertaken directly by other agencies for the San Benito region, such as by the Association of Monterey Bay Area Governments (AMBAG) and Caltrans, in collaboration with SBCOG.

Specifically, the OWP consists of an emphasis on monitoring activities funded with Office of Regional and Community Planning - administered transportation planning funds, which include State Rural Planning Assistance, federal Consolidated Planning grants, and Caltrans Transportation Planning grants. This document also includes other major planning activities performed by SBCOG, outside of the above-mentioned funding sources.

The document serves as a reference to be used by the public, planners, and elected officials to understand how SBCOG will meet its regional transportation planning objectives. The following section identifies the planning accomplishments completed by SBCOG during the previous OWP, Fiscal Year 2023/2024.

Previous Year 2023/2024 Overall Work Program Planning Accomplishments

As an agency, SBCOG serves in a variety of capacities including as the Local Transportation Authority (LTA), the Airport Land Use Commission (ALUC), the Measure A Authority (MEA), and the Service Authority for Freeways and Expressways (SAFE) for the San Benito County region. The accomplishments for the above-mentioned agencies are included as follows:

SBCOG Transportation Planning

SBCOG partnered on several transportation planning activities of significance, some of which include the following:

- a. At a regional level, SBCOG continued coordination with Caltrans and the Santa Clara County Valley Transportation Authority (VTA) on the San Benito/Santa Clara Mobility Partnership,⁴ which met every other month. The Partnership receives updates on the following VTA lead projects:

⁴ Meeting information <http://santaclaravta.igmp2.com/Citizens/Board/1107-Mobility-Partnership>

- US 101/SR 25 Interchange Improvement Project (Phase 1 Project) is in the final design phase and is anticipated to open to the public in early 2027. Phase 1 project sets the stage for future implementation of the overall interchange reconfiguration slightly north of the current interchange. Phase 1 will accommodate future improvements to US 101, SR 25, SR 152, and provide a connection point at the interchange for a future Santa Teresa Boulevard extension to Castro Valley Road. The proposed Phase 1 project is funded by 2016 Measure B and SB1.
 - SR 152 Trade Corridor from US 101 to I-5 proposes to construct a new 4-lane highway between U.S. 101 and SR 156 and provide eastbound truck climbing lanes over Pacheco Pass. The improvements would accommodate the long-term travel needs of commercial, commuter, and recreational traffic and result in an economically viable, safe, and efficient highway system that would enhance the quality of life for the local communities and the economic vitality of the region.
 - Partnered with the Metropolitan Transportation Commission/ Valley Transportation Authority on submitting an EPA Climate Pollution Reduction Grant (CPRG) to implement a shuttle connection bus service operating directly from Hollister to San Jose.
- b. Work on the SR 25 Turbo Roundabout Project was completed; the Roundabout became operational in February of 2024.
 - c. Participated in public outreach activities with Caltrans during the development phase of the SR 25 Widening Project. Work included participation in the Highway 25 workshop.
 - d. Continued to monitor and coordinate additional CHP safety enforcement at the No Left Turn Project at SR 25/Bolsa Road.
 - e. Continued participation in the Central Coast Coalition, which is comprised of the six regional transportation planning agencies and metropolitan planning organizations for the counties of Monterey, San Benito, San Luis Obispo, Santa Barbara, and Santa Cruz who are committed to making multi-modal investments and improving infrastructure along the Central Coast. Work included participation at the annual Legislative Session in Sacramento, which consisted of meetings with CalSTA, Caltrans Director, California Transportation Commission, Governor’s Office of Planning & Research, and the Office of the Governor, as well as state and federal legislators.
 - f. Continued implementation of the 2020-2045 San Benito Regional Transportation Plan (RTP). The RTP is the region’s comprehensive transportation planning document, which serves as a guide for achieving public policy decisions that will result in balanced investments for a wide range of multimodal transportation improvements <http://sanbenitocog.org/2022-regional-transportation-plan/>.
 - g. Began working on the 2025-2050 San Benito Regional Transportation Plan (RTP).

- h. Continued to provide transportation updates to SBCOG’s advisory committees, which include the Technical Advisory Committee, Social Services Transportation Advisory Council, and Measure G Citizens Oversight Committee.
- i. Measure G: San Benito County Roads and Transportation Safety Investment Plan:
- Held Measure G Transportation Safety and Investment Plan Oversight Committee meetings with the established Measure G Citizens’ Oversight Committee, which meets at least once per year, but no more than four times per year.
 - Completed the Fiscal Year Measure G Annual Report in accordance with the Measure G Transportation Safety and investment Plan. The Report is available on the Measure G website <http://sanbenitocog.org/measureg/>.
 - Monitored Measure G funds through the California Department of Tax and Fee Administration (CDTFA) and prepared quarterly reports.
 - Processed Measure G payments to local agencies for local street and road projects.
 - Continued coordination with the City of Hollister, City of San Juan Bautista, and County of San Benito on the implementation and delivery of the voter approved Measure G.
 - Updated the Measure G website which provides an interactive map of completed measure funded projects and other relevant information to inform the public on the expenditure of the voter approved measure <http://sanbenitocog.org/measureg/>.
- j. Continued to serve on the local jurisdictional Development Review Committees for transportation circulation input on proposed development.
- k. Continued implementation of the San Benito County Bikeway and Pedestrian Master Plan, Complete Streets Guidebook, and the ATP District 5 Plan.
- l. Coordinated a no-left turns project on SR 156 which addresses oncoming traffic from roads connecting to 156 where there are no managed intersections.
- m. Collaborated with the San Benito Water District to facilitate the expansion of a water line along SR 156.
- n. Continued coordination as a member of the Safe Kids Coalition of San Benito County to promote bicycle and pedestrian safety on a regional basis.
- o. Continued efforts to reduce congestion by administering the Vanpool Program.

- p. Continued maintenance of the SBCOG website (SanBenitoCOG.org) and social media pages.
- q. Completion of the underpass mural at San Juan Bautista, funded through the Clean California grant that SBCOG secured through CTC.

SBCOG Transportation Funding

- a. Provided local jurisdictions with grant support and information on various federal, state, regional, and local funding sources.
- b. Assisted local jurisdictions with amendments to the Metropolitan and Federal Transportation Improvement Program (FTIP/MTIP) listing of federal and/or regionally significant projects.
- c. Submitted an allocation request to the Transit and Intercity Rail Capital Program (TIRCEP) for transit modernization projects such as the development of a transportation hub and Lo-No emissions infrastructure.
- d. Submitted a grant application to the Caltrans Sustainable Transportation Planning Grant Program with the intention of funding a fleet transition planning study.
- e. Assisted local jurisdictions with the project reporting and delivery requirements of Senate Bill 1 funding, the Road Repair and Accountability Act of 2017.
- f. Continued distribution of Surface Transportation Block Grant Program funds, based on board adopted policies, to local jurisdictions for various transportation projects, including bridge, road, bicycle, and pedestrian improvements.

Transportation Development Act (TDA) Funds:

- Conducted the annual Unmet Transit Needs process and addressed unmet transit needs that were found *Reasonable to Meet*, in accordance with TDA. The Unmet Transit Needs process met all state-mandated processes and was certified by Caltrans. Continued administration and apportionment of TDA monies from the Local Transportation Fund and State Transit Assistance fund.
- Reviewed and approved claims for distribution of TDA bicycle and pedestrian funds to the local jurisdictions.
- Initiated update of the annual Financial Audit, with the assistance of an independent auditor. The audit was prepared in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

i. Local Transportation Authority (LTA)

- a. The Local Transportation Authority (LTA) continued to oversee the local public transportation contractors, MV Transportation and Jovenes de Antaño.
- b. Submitted grant applications for two FTA grants: the 5339(c) Low or No Emission Grant Program and the 5339(b) Grants for Buses and Bus Facilities Competitive Program. Awarded funds from these grants will be used to procure Zero Emissions Buses and install corresponding infrastructure.

Measure A Authority (MEA)

- a. There was no work conducted under the Measure A Authority as the measure has expired.

iv. Service Authority for Freeways and Expressways (SAFE)

- a. Maintained the existing call box program, with 40 call boxes in total along Highways, 25, 101, 156, and along Panoche Road in San Benito County.

v. Airport Land Use Commission (ALUC)

- a. Continued to attend City of Hollister and County of San Benito Development Review Committee meetings to coordinate Site and Architectural reviews for proposed development within the Hollister Municipal Airport and Frazier Lake Airpark's Airport Influence Areas. Provide project proponents with preliminary project comments to ensure consistency with the Airport Land Use Compatibility Plan.
- b. Reviewed general plan land amendments that could have land use implications on the land within the Airport Influence Area.
- c. Collaborated with the City of Hollister to identify funding in the California Airport Capital Improvement Plan to update the Hollister Airport Land Use Compatibility Plan.

CHAPTER 3: TRANSPORTATION PLANNING PRIORITIES AND GOALS

The agency's strategic vision encompasses both short-term and long-term goals that change on an annual basis. Supporting this strategic vision are OWP priorities which are updated annually to highlight specific areas of focus for the coming fiscal year. The adoption of the strategic vision and priorities will fulfill SBCOG's commitment to our funding partners, Caltrans, the Federal Highway Administration, and the Federal Transit Administration, to develop the FY 2024-25 OWP and budget based on Board priorities.

A. Federal Planning Factors (FPF)

SBCOG is required to incorporate Federal Planning Factors (FPF) into the annual OWP. FPF are issued by Congress and emphasize planning factors from a national perspective. The FPF are revised or reinstated with any new reauthorization bill and include the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility of people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water and reduce or mitigate storm water impacts of surface transportation.
10. Enhance travel and tourism.

CHAPTER 4: AGENCY ORGANIZATIONAL STRUCTURE

A. Jurisdictional Boundaries

The Council of Governments' (SBCOG) jurisdiction follows the boundaries within the San Benito region, which include the City of San Juan Bautista, City of Hollister, and County of San Benito. The actions of SBCOG are governed by Transportation Development Act regulations, the California Code of Regulations, Memorandums of Understanding with Caltrans, and a Joint Powers Agreement with the City of Hollister, City of San Juan Bautista, and County of San Benito. SBCOG serves in various capacities including as the:

- i. **Regional Transportation Planning Agency:** SBCOG is designated as the Regional Transportation Planning Agency for San Benito County region and is charged by state law in meeting certain transportation planning requirements. In this capacity, SBCOG is responsible for the development of the Overall Work Program and Regional Transportation Plan – a long-term blueprint of a region's transportation system. In addition, this entity is responsible for the annual allocation of State funds from the Transportation Development Act to local jurisdictions and transit operators. SBCOG is also responsible for the facilitation and administration of the Measure G Sales Tax Measure which aims to improve road safety and transportation infrastructure using funds generated by a one percent sales tax implemented through the measure. This tax spans a 30-year period and supports a range of local transportation safety initiatives including improvements to Highway 25.
- ii. **Consolidated Transportation Service Agency:** In September 1986, LTA entered into a Joint Powers Agreement to act as the Consolidated Transportation Service Agency for San Benito County. SBCOG acts as a lead agency in providing, consolidating, and coordinating social service transportation activities and is eligible for Transportation Development Act and Local Transportation Funds for such services.
- iii. **Area-wide Planning Organization:** SBCOG is designated by the United States Department of Housing and Urban Development as the Area-wide Planning Organization for San Benito County. This designation carries with it the responsibility to comply with the comprehensive planning responsibilities of Section 701 of the Housing Act of 1954 and subsequent related legislation.
- iv. **Local Transportation Authority (LTA):** The LTA was formed by a Joint Powers Agreement between the Cities of Hollister and San Juan Bautista and the County of San Benito to administer the regional transit program. This agreement, effective since July 1, 1990, transferred responsibility of the regional transit system from the City of Hollister to the LTA. The LTA Board is composed of the same members as the SBCOG Board.
- v. **Airport Land Use Commission (ALUC):** The purpose of ALUC is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety

hazards within areas around public airports. ALUC reviews projects within the Airport Influence Area of the two local airports, which include the Hollister Municipal Airport and Frazier Lake Airpark. The ALUC Board is composed of the same members as the SBCOG Board.

- vi. **Measure A Authority:** Measure A is a ballot measure that was passed by the voters of San Benito County in 1988. It consists of a one-half of one percent sales tax over a period of ten years to be used for several local transportation improvement projects. The MEA Board is composed of the same members as the SBCOG Board.
- vii. **Service Authority for Freeways and Expressways (SAFE):** SAFE was established in September 1998 by the City Councils of Hollister and San Juan Bautista and the San Benito County Board of Supervisors. This agency is responsible for the area's emergency motorist aid call boxes. There are currently 40 call boxes in San Benito County along highways 25, 101, 129, 156, and along Panoche Road. The SAFE Board is composed of the same members as the SBCOG Board.

B. Agency Personnel

The Council of San Benito County Governments consists of eight full-time equivalent positions, which include the following:

i. **Executive Director**

The Executive Director is appointed by the Council of Governments Board of Directors and serves as the Executive Director of the Local Transportation Authority, Measure A Authority, Airport Land Use Commission, and the Service Authority for Freeways and Expressways. The Executive Director is a top-management level position with responsibility for project management, planning, organizing, directing, coordinating staff, and finances in accordance with the agency's objectives, plans, and policies adopted by the Board of Directors.

ii. **Administrative Services Specialist**

The Administrative Services Specialist position is a supervisory classification for coordinating and supervising the administrative support functions of SBCOG. Under the direction of the Executive Director, the Services Specialist organizes and participates in the support functions to prepare financial reports. This position is responsible for oversight of administrative staff, which includes the Secretary and Office Assistant. s

iii. **Transportation Planning Staff**

The Council of Governments' planning staff consists of three full-time Transportation Planners.

- The Transportation Planners are primarily responsible for transportation planning activities, including the development of the Regional Transportation Plan, Regional Housing Needs Allocation (RHNA), Overall Work Program, oversight of Measure G project implementation, etc.
- The Transportation Planners are responsible for staffing the Local Transportation Authority (LTA), which includes transit system management, funding applications, performance reporting and operations. This full-time planner is responsible for overseeing the two public transportation system operations contracts with MV Transportation and Jovenes de Antaño.
- The Transportation Planners are responsible for staffing the Airport Land Use Commission, the Service Authority for Freeways and Expressways, and the Rideshare Program. This Transportation Planner position is currently vacant.

iv. **Maintenance Staff**

The Local Transportation Authority employs one full-time mechanic to maintain the transit fleet and Vanpool Program vehicles.

v. **Administrative Support Staff**

The SBCOG administrative support staff consists of a full-time Secretary and Office Assistant. The Secretary provides office support and serves as clerk to the SBCOG, LTA, ALUC, SAFE, and MEA Board Directors. The Office Assistant provides support to LTA and SBCOG staff. These positions are primarily funded by Transportation Development Act funds.

vi. **Organizational Chart**

The Board of Directors and agency personnel organizational structure are shown below (Figure 7: SBCOG Organizational Chart).

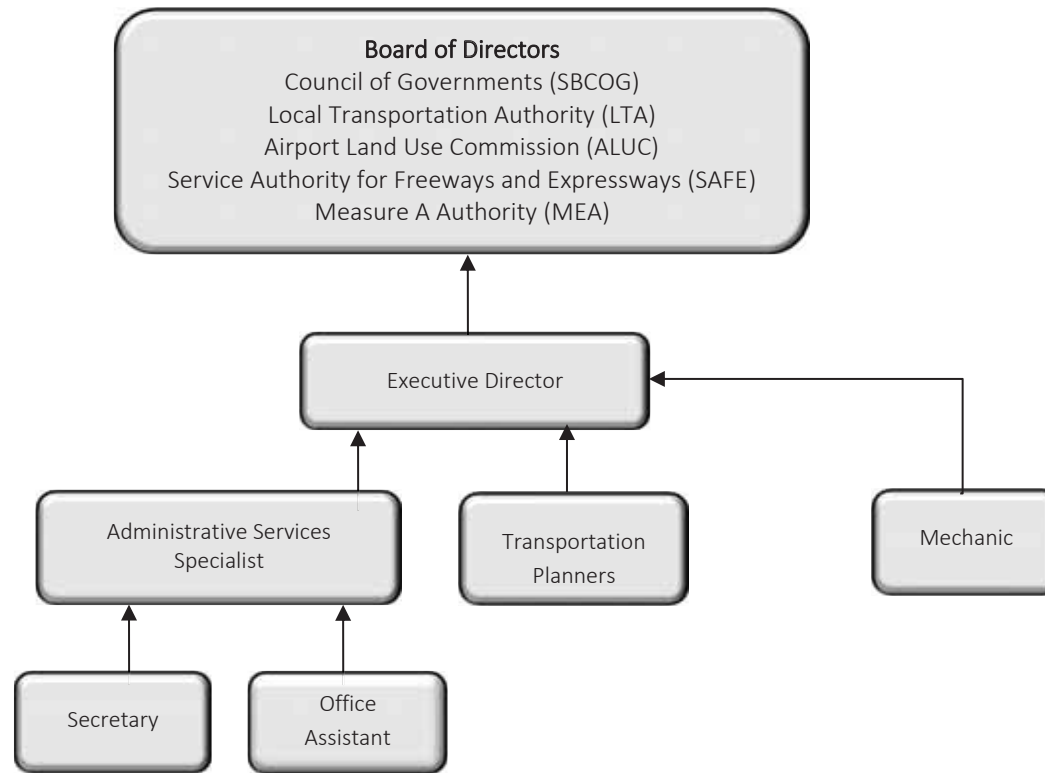


Figure 7: SBCOG Organizational Chart

C. Interagency and Community Decision Making Process

The Council of Governments (SBCOG) Board of Directors governs the agency by providing policy direction. Members are represented on the Board of Directors by two City of Hollister Council representatives, one representative from the San Juan Bautista City Council, and two from the County Board of Supervisors. Consistency of local government actions with the regional objectives is assured by actively involving local decision-makers in the planning process.

The decision-making process of SBCOG will continue to advance its public participation and consultation efforts through guidance from its advisory committees, which include the following:

D. Advisory Committees

SBCOG has three advisory committees that make recommendations to the Board of Directors on a variety of regional transportation issues. Those advisory committees include:

- i. **Technical Advisory Committee (TAC):** This committee advises SBCOG on matters related to transportation planning. Committee members include:
 - Binu Abraham, Executive Director, Council of San Benito County Governments
 - Don Reynolds, City Manager, City of San Juan Bautista
 - Eva Kelly, Development Services Director, City of Hollister
 - William Via, Community Services Director, City of Hollister
 - Steve Loupe, Public Works Administrator
 - Abraham Prado, Director of Planning and Building Services
 - Noel Coady, Captain, California Highway Patrol
 - Jill Leal, Transportation Planner, Caltrans
 - Heather Adamson, Director of Planning, Association of Monterey Bay Area Governments

- ii. **Measure G Citizens Oversight Committee** - Measure G calls for a Transportation Safety and Investment Plan Oversight Committee to be composed of San Benito County citizens to oversee compliance with the Ordinance. This committee consists of the following members:
 - Victor Gomez – Latinx Community (Committee Chair)
 - Darlene Boyd – Education (Vice-Chair)
 - Vacant – Senior/Disabled Community
 - John Espinosa – Industry
 - Neils Ash – Trade/Labor
 - Vacant – Agriculture
 - Jim Parker – SBC District 1
 - Jason Hopkins – SBC District 2
 - Sandy Hughes – SBC District 3
 - Kevin Stopper – SBC District 4
 - Andrew Rollins – SBC District 5

- iii. **Social Services Transportation Advisory Council (SSTAC):** Members on the advisory committee are appointed by SBCOG. They are recruited from social service agencies and transit providers representing the elderly, persons with disabilities and persons of limited means, in accordance with the Public Utilities Code (Article 3, Section 99238). This committee consists of the following members:
 - Leona Medearis-Peacher, General Manager, MV Transportation
 - Danny Barrera Jr, Executive Director, Jovenes de Antaño
 - Vacant, Community Services and Workforce Development
 - Clay Kempf, Executive Director, Area Agency on Aging
 - Vacant, transit user
 - Joshua Mercier, San Benito County Health and Human Services Agency
 - Paulette Cobbs, San Benito High School
 - Maria Magaña, Special Projects Coordinator, Central Coast Center for Independent Living
 - Stacy Romo, Program Coordinator, HOPE Services
 - Samuel Borick, Transportation Planner, LTA/CTSA
 - Douglas Kean, Transportation Planner, LTA/CTSA

E. Coordination

The Council of San Benito County Governments (SBCOG) has developed multiple mechanisms to promote coordination. These include the diversified membership of the agency committees, exchange of work programs, plans, informal day-to-day communication, and other means by which SBCOG works to improve coordination and cooperation within the region.

Specifically, SBCOG coordinates transportation related activities regularly through its Board meetings, which are published on the SBCOG website at SanBenitoCOG.org. Coordination is also maintained with staff from other departments of the cities and the county, primarily those connected with planning, public health, public works, airport, accounting, and administration.

In 1993, a Memorandum of Understanding between SBCOG, Caltrans, and the Association of Monterey Bay Area Governments (AMBAG) was adopted for meeting Intermodal Surface Transportation Efficiency Act (ISTEA)⁵ requirements related to Metropolitan Planning Organization boundaries, planning, and programming for air quality non-attainment areas. This memorandum was revised and readopted in 1997. SBCOG will coordinate with the AMBAG to perform specific studies relating to such items as traffic modeling, growth forecast, air quality conformity, and metropolitan transportation planning.

At the regional level, the many agencies directly associated with transportation financing, planning, and implementation, include:

- California State Transportation Agency (CalSTA)
- California Transportation Commission (CTC)
- California Department of Transportation (Caltrans)
- Association of Monterey Bay Area Governments (AMBAG)
- Monterey Bay Air Resources District (MBARD)
- City of Hollister
- City of San Juan Bautista
- San Benito County
- Council of San Benito County Governments (SBCOG)
- Local Transportation Authority (LTA)
- Service Authority for Freeways and Expressways (SAFE)
- Airport Land Use Commission (ALUC)

⁵ The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 provided funding authorizations for highways, highway safety, and mass transit for the next six years.

F. Public Participation

Public participation efforts center on seeking input from the public on SBCOG planning activities, including meetings, short- and long-range plans, and reports.

SBCOG encourages public participation by holding meetings and gathering public input on a continuous basis. Reaching and engaging all traditional and nontraditional stakeholders in the community is important to the agency, including under-represented and under-served populations. To further ensure participation, every three years, SBCOG prepares a Title VI Program and Language Assistance Plan (LAP) for Limited English Proficiency (LEP) individuals.⁶ The Title VI component of the Plan ensures that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Language Assistance Plan for Limited English Proficiency portion of the Plan is aimed at ensuring meaningful access to programs and activities by persons with limited English proficiency. For example, in order to accommodate Spanish-speaking individuals; interpreters and/or bilingual staff are available at several public meetings conducted by SBCOG.

Another resource consists of the Association of Monterey Bay Area Governments’ Monterey Bay Region Public Participation Plan. The Plan was prepared collaboratively with San Benito SBCOG, Santa Cruz County Regional Transportation Commission, Transportation Agency for Monterey County, and the regional transit agencies. The purpose of the Plan is to offer clear guidance for involving the public effectively in transportation planning projects and studies conducted by these agencies.

The Overall Work Program also provides guidance in the structuring of regional planning processes to ensure that, to the greatest extent possible, interagency consultation and public participation are made an integral and continuing part of the regional decision-making process. The participation policies and procedures outlined in this program are designed to align with relevant federal and state laws and regulations. They also reflect the shared regional commitment to ensuring that all residents have an equal chance to participate in shaping and implementing regional policies, programs, and projects.

⁶ Title VI Program and Language Assistance Plan (LAP) for Limited English Proficiency (LEP): <http://sanbenitocog.org/resources/>

CHAPTER 5: FUNDING ACTIVITIES

A. Overall Work Program Funding

The transportation planning work done by the Council of San Benito County Governments (SBCOG) is largely funded with State Rural Planning Assistance (RPA) funds. The RPA fund estimated for the Fiscal Year 2024/2025 Overall Work Program is \$294,000. It is anticipated that SBCOG will use the full apportionment of funding during the fiscal year in question. Other major funding contained in this Overall Work Program include federal, state, regional, and local sources. New planning grant funds awarded to SBCOG, after the adoption of the OWP, will be amended into the Overall Work Program.

B. Overall Work Program Budget Distribution

The budget for this Overall Work Program is estimated at \$1,060,696 for Fiscal Year 2024/2025.

C. Figure 8: OWP Financial Table

The financial table below documents the planning funding sources identified for each of the Work Elements.

Work Element	Transportation Development Act Admin.	Program Administration and Management	Overall Work Program	Public Participation	Regional Coordination	Transit System Administration & Planning	Airport Land Use Commission	Emergency Motorist Aid System - SAFE	Metropolitan Planning & Programming	Measure G Implementation	Regional Transportation Plan	Bikeway and Pedestrian System Planning & Promotion	Road System Planning	Transportation System Modeling	Regional Rideshare Program	Regional Transp. Improvement Program	Travel Behavior Analysis	
Funding Source	101	102	103	104	105	106	107	108	109	110	201	301	302	303	304	305	403	Total
RPA [1]			\$19,462	\$33,060	\$43,358	\$32,000			\$6,000		\$67,120	\$15,000	\$54,000	\$6,000		\$18,000		\$294,000
RPA FY 23-24 Carryover [1]			\$4,865	\$8,265	\$10,840	\$8,000			\$1,500		\$16,780	\$3,750	\$13,500	\$1,500		\$4,500		\$73,500
PPM [2]					\$8,880				\$4,020		\$3,330		\$4,860	\$4,070		\$11,840		\$37,000
TDA [3]	\$70,000	\$121,149				\$421,876	\$12,908				\$35,000							\$660,933
DMV [4]								\$21,790										\$21,790
Local Funds [5]							\$2,700								\$5,078			\$7,778
Measure G [6]										\$74,195								\$74,195
RPA Discretionary [7]																	\$120,000	\$120,000
TOTAL	\$70,000	\$121,149	\$24,328	\$41,325	\$60,078	\$461,876	\$15,608	\$21,790	\$11,520	\$74,195	\$122,230	\$18,750	\$72,360	\$11,570	\$5,078	\$34,340	\$120,000	\$1,289,196

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^[1] Rural Planning Assistance, State funds.
^[2] Planning, Programing, & Monitoring.
^[3] Transportation Development Act, State funds.
^[4] Department of Motor Vehicles, Local funds.
^[5] Local Funds: ALUC project review fees, Vanpool Program collected lease fees, and local match funds (i.e. in-kind staff time).
^[6] Local tax measure funds.
^[7] Rural Planning Assistance Discretionary Grant Program funds

Figure 8: OWP Financial Table

CHAPTER 6: PLANNING PROGRAM FOR FISCAL YEAR 2024/2025

Work Element Summary

This section of the Overall Work Program describes the specific planning tasks (Work Elements), which will be conducted by the Council of Governments (SBCOG), Local Transportation Authority (LTA), Measure A Authority (MEA), Airport Land Use Commission (ALUC), and the Service Authority for Freeways and Expressways (SAFE) during the 2024/2025 Fiscal Year. The Work Elements identify specific tasks, products, budget, and staffing related to each project.

Work Element	Description	Page No.
Category 100: Coordination and Information		
101	Transportation Development Act Administration	30
102	Program Administration and Management	32
103	Overall Work Program	33
104	Public Participation	35
105	Regional Coordination	37
106	Transit System Planning and Administration	42
107	Airport Land Use Commission	45
108	Emergency Motorist Aid System – SAFE	47
109	Metropolitan Planning and Programming	48
110	Measure G Implementation	50
Category 200: Transportation Plan Updates		
201	Regional Transportation Plan	54
Category 300: Short Range Planning		
301	Bikeway and Pedestrian System Planning and Promotion	57
302	Road System Planning and Programming	59
303	Transportation System Modeling	62
304	Regional Rideshare Program	63
305	Regional Transportation Improvement Program	64
Category 400: Special Studies		
403	Transportation Behavior Analysis	67
404	Zero-Emission Bus and Infrastructure Analysis Plan (Placeholder)	68

Work Element 101: Transportation Development Act Administration

Lead Agency: Council of Governments

Project Manager: Norma Aceves, Administrative Services Specialist



Objective

To administer the requirements of the Transportation Development Act (TDA) in compliance with the statutes and the California Code of Regulations. The TDA of 1971, was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. It provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans.

Previous and Ongoing Work

SBCOG has been responsible for TDA administration since 1974. These funds support SBCOG program administration, public transit operations, bicycle and pedestrian projects, and maintenance of local streets and roads. Under the TDA, SBCOG is also responsible for carrying out the annual Unmet Transit Needs hearings, annual financial audit, and the triennial performance audit. The most recent triennial performance audit report (2018/19, 2019/20, and 2020/21 Fiscal Years) was adopted in June of 2022. The next Triennial Performance Audit will cover the 2021/2022, 2022/2023, and 2023/2024 period.

Work Element 101 Funding Source				Amount
Transportation Development Act (TDA)				\$70,000
Total				\$70,000
	Task	Deliverable	Deadline	Responsible Party
1.	Allocate TDA funds consistent with state and SBCOG policies.	<ul style="list-style-type: none"> Resolutions allocating funds. Assist local agencies with funding requests. Track funding expenditures and balances 	June 30, 2025	SBCOG
2.	Monitor changes in TDA statutes. Advise local jurisdictions, transit operators, and SBCOG Board of changes to the TDA.	<ul style="list-style-type: none"> Quarterly Staff reports Quarterly Memos 	June 30, 2025	SBCOG

3.	Conduct the annual TDA Financial Audit and Triennial Performance Audit.	<ul style="list-style-type: none"> • Hire independent auditor. <ul style="list-style-type: none"> – Request for Proposals – Contract • Annual Financial Audit Report and Triennial Performance Audit Report • Prepare for Implementation of audit recommendations 	June 30, 2025	SBCOG
4.	Conduct the annual Unmet Transit Needs process.	<ul style="list-style-type: none"> • Bilingual newspaper notice • Meeting/Hearing flyers • One bilingual public hearing/meetings • Onboard bus interviews with bus riders • Draft Report to Caltrans • Unmet Transit Needs draft report presented to the Social Services Transportation Advisory Council and SBCOG Board • Final Report to SBCOG Board • Report deadline to Caltrans • LTA starts planning the implementation of transit recommendation 	<p>January 2025</p> <p>February 2025</p> <p>February 2025</p> <p>February 2025</p> <p>March 2025</p> <p>March 2025</p> <p>May 2025</p> <p>August 2025</p> <p>June 2025</p>	SBCOG/LTA

Work Element 102: Program Administration and Management

Lead Agency: Council of Governments

Project Manager: Binu Abraham; Executive Director



Objective

To manage, support, coordinate, and administer SBCOG’s planning program in compliance with state and federal regulations.

Previous and Ongoing Work

This work element is a continuing activity of SBCOG; it includes Board and committee meetings. This work element is intended to cover the day-to-day administrative duties of the agency and the governing Board of Directors.

Work Element 102 Funding Source				Amount
Transportation Development Act (TDA)				\$121,149
Total				\$121,149
	Task	Deliverable	Deadline	Responsible Party
1.	Conduct monthly SBCOG Board meetings in hybrid format, in-person and on the Zoom platform.	<ul style="list-style-type: none"> • Agenda, Staff reports • Meeting minutes • Presentations • Board stipends • Website updates • Legal coordination 	Monthly	SBCOG
2.	Conduct monthly Technical Advisory Committee and Bicycle and Pedestrian Advisory Committee meetings.	<ul style="list-style-type: none"> • Agendas, minutes • Staff reports, presentations • Meeting minutes • Website updates 	Monthly	SBCOG
3.	Prepare budget reports for Board review and approval.	<ul style="list-style-type: none"> • Budget hearings • Technical reports • Quarterly budget reports • Final budget 	March-June 2025	SBCOG
4.	Update SBCOG Bylaws, Rules, and Regulations.	<ul style="list-style-type: none"> • Bylaws/rules and regulations 	June 30, 2025	SBCOG

Work Element 103: Overall Work Program

Lead Agency: Council of Governments
 Project Manager: Samuel Borick; Transportation Planner and
 Norma Aceves; Administrative Services Specialist



Objective

To prepare SBCOG’s annual Overall Work Program in accordance with Caltrans’ Regional Planning Handbook, a reference manual for administering Overall Work Programs and specific transportation planning funds.

Previous and Ongoing Work

This Work Element is a continuing activity of SBCOG. Each fiscal year, SBCOG prepares an Overall Work Program which describes the planning activities that the agency will perform in the upcoming year, in accordance with established policies.

Work Element 103 Funding Source				Amount
Rural Planning Assistance (RPA)				\$19,462
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$4,865
Total				\$24,328

	Task	Deliverable	Deadline	Responsible Party
1.	Closing out of the previous Overall Work Program. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Completes and signs the Grant Program Close-Out Report form (RPA) • Reviews the final Request for Reimbursement (RPA) • Sends copies to Caltrans Office of Regional Planning (RPA) 	July 2024 July 2024 July 2024	SBCOG
2.	Prepare OWP staff assignments and project schedule. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • OWP staff assignments (RPA) • OWP Schedule (RPA) 	December 2024	SBCOG
3.	Provide Draft OWP to SBCOG Board for comment and submittal to Caltrans for comment. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Staff reports (RPA) • Draft OWP (RPA) 	February 2025	SBCOG

4.	Provide Draft OWP to Caltrans for comment. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Draft OWP (RPA) 	March 1, 2025	SBCOG
5.	OWP coordination and consultation with AMBAG, Federal Highway Administration (FHA), Federal Transit Administration, and Caltrans. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Annual Meeting (RPA) 	April 2025	SBCOG
6.	Prepare Draft OWP for public review. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Draft OWP (RPA) 	April 2025	SBCOG
7.	Update the Draft OWP per Caltrans and public comments. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Draft OWP update (RPA) 	May 2025	SBCOG
8.	Final OWP to Board for adoption. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Final OWP (RPA) 	June 2025	SBCOG
9.	Submit final OWP to Caltrans. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Final OWP & agreement (RPA) Certificates & Assurances (RPA) FHWA RTPA Certification (RPA) State Certification (RPA) 	June 2025	SBCOG
10.	Quarterly Progress Reports. Funded with Rural Planning Assistance (RPA)	<ul style="list-style-type: none"> Track expenses (RPA) Track employee time studies (RPA) Prepare and submit Progress Reports to Caltrans (RPA) 	June 2025 Monthly Quarterly	SBCOG
11.	Process OWP invoices to Caltrans. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Submittal of funding and grant invoices to Caltrans (RPA) Time studies (RPA) 	Quarterly	SBCOG
12.	Prepare OWP amendments. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Amendments (RPA) OWP Agreements (RPA) 	Quarterly	SBCOG

Work Element 104: Public Participation

Lead Agency: Council of Governments

Project Manager: Planning Staff and Administration Staff



Objectives

To enhance public knowledge, understanding and participation in the state and regional transportation planning process as required by the federal transportation bill.

Previous and Ongoing Work

SBCOG holds public hearings and meetings throughout the year to receive information and gather input on projects and planning activities. SBCOG provides technical data and assistance regarding federal and state programs, traffic volumes, and finances to interested members of the public and organizations, including traditional and nontraditional stakeholders. SBCOG also collaborates with AMBAG on its update to the Monterey Bay Area Public Participation Plan, which outlines public participation best practices for the Monterey Bay Area region.

Work Element 104 Funding Source				Amount
Rural Planning Assistance (RPA)				\$33,060
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$8,265
Total				\$41,325
	Task	Deliverable	Deadline	Responsible Party
1.	Hold public hearings and meetings to provide information and gather input and comments on SBCOG’s various projects and work elements. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Online meetings (RPA) • Public meetings (RPA) • Public hearings (RPA) • Flyers, newsletters (RPA) • Social media updates (RPA) 	Monthly	SBCOG
2.	Provide information, reports, and presentations to stakeholder groups to increase public awareness of regional issues and activities. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Consultant Contract (RPA) • Outreach Materials (RPA) • Website Update (RPA) 	Monthly	SBCOG
3.	Provide technical data to interested members of the public and organizations on regional issues, as it relates to federal	<ul style="list-style-type: none"> • Technical data (RPA) • Reports (RPA) 	Upon request	SBCOG

	and state programs, traffic volumes, and financial data. Funded with Rural Planning Assistance (RPA).			
4.	Maintain up-to-date SBCOG’s website to inform the public about current and upcoming projects and activities. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • SBCOG website 	Monthly	SBCOG
5.	Prepare news releases, newsletters, social media posts, and public service announcements on key transportation issues and accomplishments. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Press releases • Public service announcements 	Quarterly	SBCOG
6.	Publicize SBCOG Board meetings, including agendas, and staff reports. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Agendas (RPA) 	Monthly	SBCOG
7.	Serve on various community organizational committees. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Meetings (RPA) 	Monthly	SBCOG
8.	Meet with community groups regarding key transportation issues. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Meetings (RPA) 	Quarterly	SBCOG
9.	Support Caltrans efforts to hold equitable, meaningful, and collaborative partner agency and community engagement meetings associated with highway projects and planning studies within the San Benito Region. This includes facilitating effective collaboration between local jurisdictions (i.e., City of Hollister, City of San Juan Bautista, and the County of San Benito). Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Meeting updates • STIP Quarterly meetings • Phone calls • Emails • Reports • SR 156 Improvement Project Interagency Stakeholder Meeting • Technical data 	Monthly Quarterly Weekly Weekly Monthly Monthly Quarterly	SBCOG SBCOG SBCOG SBCOG SBCOG SBCOG SBCOG

Work Element 105: Regional Coordination

Lead Agency: Council of Governments

Project Manager: Binu Abraham; Executive Director and Planning Staff



Objectives

Improve coordination among local jurisdictions and regional partners on issues of concern, to serve as a coordinating agency for dissemination of technical information regarding federal and state guidelines and programs. SBCOG ensures that regional transportation planning activities are responsive to federal and state requirements and are coordinated with other planning efforts at the local, regional, state, and federal levels. SBCOG facilitates effective interaction between the staff and policy boards of other agencies involved with transportation, land-use, air quality, and related planning activities.

Previous and Ongoing Work

This work element consists of coordination with various local, regional, state, federal agencies, and other stakeholders as needed. In 1993, a Memorandum of Understanding between the SBCOG, Caltrans, and the Association of Monterey Bay Area Governments was adopted for meeting the federal transportation bill requirements related to Metropolitan Planning Organization boundaries, planning and programming for non-attainment⁷ areas.

Other ongoing work includes collaborating with the Santa Clara County Valley Transportation Authority on the San Benito/Santa Clara Mobility Partnership, which is tasked with reviewing the operational continuity of the highway transportation system between Santa Clara and San Benito Counties.

SBCOG continues to also partner with the Central Coast Coalition, which is comprised of the six regional transportation planning agencies and metropolitan planning organizations for the counties of Monterey, San Benito, San Luis Obispo, Santa Barbara, and Santa Cruz who are committed to making multi-modal investments and improving infrastructure along the Central Coast.

SBCOG also coordinates at the state level with other Regional Transportation Planning Agencies and COGs through participation at various statewide groups, including the California Regional Transportation Planning Agencies (CalRTPA) working group and the Rural Counties Task Force.

⁷ A non-attainment area is an area considered to have air quality worse than the National Ambient Air Quality Standards as defined in the Clean Air Act Amendments of 1970.

Work Element 105 Funding Source				Amount
Rural Planning Assistance (RPA)				\$43,358
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$10,840
Planning, Programming, and Monitoring (PPM)				\$8,880
Total				\$60,078
	Task	Deliverables	Deadline	Responsible Party
1.	Attend Rural County Task Force and California Regional Transportation Agency meetings. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Meeting notes (RPA) Staff updates 	Bi-monthly	SBCOG
2.	California Regional Transportation Planning Agencies (CalRTPA). Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Attend meetings (RPA) Distribute information to COG staff 	Monthly	SBCOG
3.	Participate in meetings of the San Benito/Santa Clara Mobility Partnership. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Agendas (RPA) Meetings (RPA) Correspondence (RPA) 	Every other Month	SBCOG
4.	Central Coast Coalition. Participate in activities to improve regional travel, such as attending Central Coast Coalition meetings. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> Legislative Day (RPA & PPM) Letters (RPA & PPM) Meeting notes. (RPA & PPM) Correspondence. (RPA & PPM) 	Annual	SBCOG
5.	SBCOG Technical Advisory Committee (TAC) meeting agenda items coordination with AMBAG and Caltrans. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> Meetings (RPA & PPM) Staff reports (RPA & PPM) Presentations (RPA & PPM) Technical documents (RPA & PPM) 	Monthly	SBCOG
6.	Regional Growth Forecast monitoring and information dissemination. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Review technical documents and provide 	Biennial	SBCOG

		<p>comments to AMBAG for consistency with local planning efforts. (RPA)</p> <ul style="list-style-type: none"> • Participate in meetings with AMBAG and local planning directors to ensure maximum collaboration. (RPA) • Provide updates to local jurisdiction staff as needed in conjunction with AMBAG. (RPA) 		
7.	Review and participate in the development of technical studies and programs of regional significance. Funded with Planning, Programming, and Monitoring (PPM).	<ul style="list-style-type: none"> • Collaborate with AMBAG on various planning grant opportunities. (PPM) • Attend meetings associated with awarded planning studies that benefit the entirety of the region. (PPM) • Utilize planning studies to improve planning efforts, such as: the Public Participation Plan updates, Monterey Bay Area Coordinated Public Transit Human Services Transportation Plan, 	Monthly	SBCOG

		Rural Transit Plan, etc. (PPM)		
8.	Coordinate with local jurisdictions to mitigate transportation impacts resulting from land-use decisions. Review and comment on the transportation and land use element of proposed developments to ensure maximum efficiency in the regional transportation network. Funded with Planning, Programming, and Monitoring (PPM).	<ul style="list-style-type: none"> • Development Review Committee, Planning Commission meetings • Comment letters. (PPM) • Technical data. (PPM) 	Monthly	SBCOG
9.	Review transportation related governmental planning, policy, legislation, ordinances, etc. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Comment on local General Plan Circulation Elements. (RPA) • Ensure local plans are consistent with the adopted San Benito Regional Transportation Plan (RPA) • Review and comment on local transportation plan. (RPA) 	June 30, 2025	SBCOG
10.	Coordinate with local jurisdictions on grant opportunities and project to plan for and develop policies to enhance the transportation network. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Grant applications (RPA) • Technical data (RPA) 	Monthly	SBCOG
11.	Collaborate with partners on issues surrounding goods movement. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Meetings (RPA & PPM) 	Monthly	SBCOG
12.	Coordinate with local jurisdictions, CHP, and Caltrans to improve truck routes-enhancing the movement of agricultural goods. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Meetings (RPA & PPM) • Correspondence (RPA & PPM) 	June 30, 2025	SBCOG

13.	Research methods to reduce vehicle miles traveled and promote alternative modes of transportation. Promote San Benito Rideshare Program. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Rideshare Matchlist (RPA) • Ridesharing campaigns (RPA) • Ridesharing materials and website updates. (RPA) • Technical documentation (RPA) 	Monthly	SBCOG
14.	Participate with AMBAG to identify and seek out non-traditional funding for priority projects. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Meeting notes (RPA & PPM) • Grant applications (RPA & PPM) 	Monthly	SBCOG
15.	Staff support to procure and manage SBCOG's contract with a qualified professional service to update the Transportation Impact Mitigation Fee (TIMF) program consistent with the CEQA threshold for SB 743. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Professional Services Contract • Regional Traffic Impact Mitigation Fee Nexus Study 	June 30, 2025	SBCOG
16.	Participation in the AMBAG Sustainable Freight Study to discuss freight-related priorities, issues, projects, and funding needs on the Central Coast. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	Meeting notes, correspondence. (RPA & PPM)	Biannually	SBCOG

Work Element 106: Transit System Planning and Administration

Lead Agency: Local Transportation Authority

Project Manager: Planning Staff



Objective

To develop and maintain a comprehensive regional transit system that will serve the needs of county residents, with particular emphasis on serving transit dependent populations and improving the transit component of the multimodal transportation network.

Previous and On-going Work

LTA staff continues to collaborate with SBCOG in preparing funding and grant applications for Federal Transit Administration and Caltrans funds. Funds include operational, capital and planning activities for County Express and Specialized Transportation services. Funding for the monitoring and preparation of such applications is funded through the Local Transportation Fund.

Staff will continue various activities that would improve current bus service levels and the size of its vehicle fleet, service efficiency, increase accessibility of services, and develop a flexible plan for the future of its public transportation services.

Work Element 106 Funding Source				Amount
Rural Planning Assistance (RPA)				\$32,000
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$8,000
Transportation Development Act (TDA)				\$421,876
Total				\$461,876
	Task	Deliverables	Deadline	Responsible Party
1.	Communicate with Association of Monterey Bay Area Governments (AMBAG), Caltrans, the Valley Transportation Association (VTA), and other stakeholders to help ensure regional transit planning coordination. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Meetings (RPA) Comments (RPA) Plans (RPA) 	Quarterly	SBCOG
2.	Coordinate with SBCOG during the Unmet Transit Needs process. ⁸ Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Attend all public meetings. Comment on draft reports. 	December 2024 - June 2025	Lead SBCOG in

⁸ See Work Element 101

		<ul style="list-style-type: none"> • Assist in the distribution of flyers on social media, buses, and throughout the community. • Assist with response to comments received. • Work on the implementation of Board approved recommendations 		coordination with the LTA
3.	Ensure project consistency with Regional Transportation Plan (RTP) policies for improved access to elderly and disabled individuals. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> • Project comments. (RPA) • Input on Transit RTP narrative and projects. (RPA) 	Monthly	Lead SBCOG in coordination with the LTA
4.	Work with the Social Services Transportation Advisory Council (SSTAC) to ensure that transportation planning and programming considers and incorporate the needs of the elderly, disabled, and low-income communities. Funded with TDA funds.	<ul style="list-style-type: none"> • Staff reports • Planning & Programming documents • Presentations • Grant Applications & Budgets 	Quarterly	SBCOG in coordination with the LTA
5.	Prepare planning grant applications for feasibility studies and implementation plans for various types of transit services; work done with grants from successful applications may be performed under separate work elements. Funded with TDA funds.	<ul style="list-style-type: none"> • Grant Applications • Capital, Operational & Planning Grants. 	As Necessary	LTA
6.	Conduct Transit Needs Assessments and prepare Transit Development Plans and Marketing Plans as appropriate. Funded with TDA.	<ul style="list-style-type: none"> • Needs Assessments • Development & Marketing Plans 	Monthly	LTA
7.	Identify funding sources for and implementing the Accessible Connections Promoting Active Transportation: A Bus Stop Improvement Plan. Funded with TDA funds.	<ul style="list-style-type: none"> • Grant Applications • Implementation of bus stop amenities (i.e., benches, signs, etc. 	Quarterly	LTA
8.	Implement 2022 Short-Range Transit Plan recommendations. Funded with Rural Planning assistance (RPA).	<ul style="list-style-type: none"> • Project and service implementation, per funding availability (RPA) 	Quarterly	LTA

9.	Identify funding sources for and implementing the Intelligent Transportation Systems (ITS) Technology for the 21 st Century: Using Technology to Improve Safety and Efficiency of San Benito County’s Transit System Plan. Coordination with the California Integrated Travel Project (Cal-ITP), which aims to make it easier to use public transportation by offering seamless trip planning. (TDA)	<ul style="list-style-type: none"> • Grant Applications • ITS improvements, per funding availability • Monitor Electronic fare media (i.e., Token Transit) • Monitor RouteMatch dispatch software 	Quarterly	LTA
10.	Implement and update as required the Federal Transit Administration (FTA) mandated Transit Asset Management Plan. (TDA)	<ul style="list-style-type: none"> • Transit Project List of existing and projected needs (i.e., vehicles, equipment, etc.) • Project Schedule • Transit project needs shall be evaluated, and project will be implementation, per funding availability. • Monitor and process Plan Updates 	Quarterly	LTA
11.	Manage LTA’s County Express and Specialized Transportation public transportation operations contracts. (TDA)	<ul style="list-style-type: none"> • Monthly Operator Meetings to address system improvements and complaints. • System Performance Review & Reports for Board and Committee review. • Contractor Coordination • Attend driver safety meetings. • SBCOG oversees LTA contracts 	Monthly	LTA

Work Element 107: Airport Land Use Commission

Lead Agency: San Benito County Airport Land Use Commission

Project Manager: Samuel Borick, Transportation Planner



Objective

The role of the San Benito Airport Land Use Commission (ALUC) is to ensure the orderly expansion of the land surrounding the public use airports, Hollister Municipal Airport and Frazier Lake Airpark, by guiding future development.

Previous and Ongoing Work

In 2012, the ALUC adopted the Hollister Municipal Airport Land Use Compatibility Plan. The basic function of this Compatibility Plan is to promote compatibility between Hollister Municipal Airport and the land uses surrounding it to the extent that these areas have not already been devoted to incompatible uses. In 2019, ALUC adopted the Airport Land Use Compatibility Plan for Frazier Lake Airpark.

Airport Land Use Commission staff will continue to conduct development reviews, that are referred by the City of Hollister and County of San Benito, for compatibility determinations and ensure that the local General Plans are made consistent with the Compatibility Plan.

Work Element 107 Funding Source				Amount
Transportation Development Act (TDA)				\$12,908
Local Fees: Airport Land Use Commission Application Fees				\$2,700
Total				\$15,608
	Task	Deliverable	Deadline	Responsible Party
1.	Conduct Site and Architectural Reviews in accordance with the 2012 Hollister Municipal Airport Land Use Compatibility Plan.	<ul style="list-style-type: none"> Staff report, maps, comment letters, presentations 	Monthly	ALUC
2.	Conduct Site and Architectural Reviews in accordance with the Frazier Lake Airpark's Comprehensive Land Use Plan.	<ul style="list-style-type: none"> Staff report, maps, letters, and presentations 	Monthly	ALUC
3.	Coordinate with the GIS analyst for precise project reviews and mapping.	<ul style="list-style-type: none"> GIS mapping 	Monthly	ALUC
4.	Review environmental documents (i.e., Initial Studies, Environmental Impact Reports, etc.).	<ul style="list-style-type: none"> Comment letter 	Monthly	ALUC
5.	Refer projects to the FAA for review.	<ul style="list-style-type: none"> Correspondence 	Monthly	ALUC/FAA

6.	Coordinate with Caltrans Division of Aeronautics for topics related to engineering, land use, noise, environment, and compatible land use planning.	<ul style="list-style-type: none"> Attend Caltrans sponsored training. Submit draft and final Compatibility plan amendments or updates to Caltrans Department of Aeronautics for review 	Monthly	ALUC/Caltrans
7.	Administer ALUC Fee Structure.	<ul style="list-style-type: none"> Invoices 	Monthly	ALUC
8.	Attend the California Airport Land Use Consortium (Cal-ALUC).	<ul style="list-style-type: none"> Attend workshops 	June 30, 2025	ALUC
9.	Process amendments and updates to the Airport Land Use Compatibility Plans for the Hollister Municipal Airport and Frazier Lake Airpark.	<ul style="list-style-type: none"> Amendments Resolutions Staff reports 	June 30, 2025	ALUC/Caltrans

Work Element 108: Emergency Motorist Aid System - SAFE

Lead Agency: Service Authority for Freeways and Expressways

Project Manager: Planning Staff



Objective

The objective is to maintain the Emergency Motorist Aid System within San Benito County, which including maintenance and monitoring of call boxes.

Previous and Ongoing Work

In 1998, the Council of San Benito County Governments established the San Benito County Service Authority for Freeways and Expressways (SAFE) to administer the \$1 vehicle registration fee collected by the Department of Motor Vehicles for operating a Motorist Aid Program in San Benito County. Specifically consisting of an Emergency Call Box service that includes 40 call boxes, which help motorists in distress by providing a direct connection to the Monterey County California Highway Patrol communications center. The motorist aid system operates along major roadways throughout the State.

Work Element 108 Funding Source				Amount
Department of Motor Vehicles (DMV)				\$21,790
Total				\$21,790
	Task	Deliverable	Deadline	Responsible Party
1.	Work with Caltrans and the CHP on call box operations.	<ul style="list-style-type: none"> • Encroachment permits. • CHP, Verizon Wireless and AT&T administration 	Monthly	SAFE
2.	Work with call box maintenance service provider to maintain the call boxes.	<ul style="list-style-type: none"> • Maintenance • Reports • Contracts & amendments 	Quarterly	SAFE/ Contractor
3.	CHP Agreement for emergency call box answering services.	<ul style="list-style-type: none"> • Agreement & Resolution 	Triennially	SAFE
4.	Participate in statewide CalSAFE meetings.	<ul style="list-style-type: none"> • Meetings & presentations 	June 30, 2025	SAFE
5.	Track DMV collection of funds for budget.	<ul style="list-style-type: none"> • Budget reports 	Quarterly	SAFE

Work Element 109: Metropolitan Planning and Programming

Lead Agency: Council of Governments

Project Manager: Binu Abraham; Executive Director and Planning Staff



Objective

To work with the Metropolitan Planning Organization, Association of Monterey Bay Area Governments (AMBAG) is required to produce a long range (20+ years) Metropolitan Transportation Plan (MTP) that maintains the region’s eligibility for transportation assistance. The MTP is built on a set of integrated policies, strategies, and investments to maintain and improve the transportation system to meet the diverse needs of the region. AMBAG coordinated the development of the MTP with the Regional Transportation Planning Agencies in San Benito, Monterey, and Santa Cruz Counties and organizations having an interest in or responsibly for transportation planning and programming.

Another objective is to continue work with AMBAG on program development, and adoption of regionally significant or federally funded transportation projects for inclusion in the Metropolitan Transportation Improvement Program (MTIP) through amendments and updates. The MTIP is a four-year program of surface transportation projects that receive federal funds, which are subject to a federally required action, or are regionally significant.

Previous and Ongoing Work

The Association of Monterey Bay Area Governments (AMBAG) updates the MTIP every two years and is currently preparing the MTIP for FFY 2023 to FFY 2026. AMBAG works closely with the San Benito SBCOG in the development of the MTIP. SBCOG, on behalf of the San Benito region, submits project updates for inclusion into the MTIP.

Work Element 109 Funding Source				Amount
Rural Planning Assistance (RPA)				\$6,000
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$1,500
Planning, Programming, and Monitoring (PPM)				\$4,020
Total				\$11,520
	Task	Deliverable	Deadline	Responsible Party
1.	Consult with the local jurisdictions to include projects in the Metropolitan Transportation Improvement Program (MTIP).	<ul style="list-style-type: none">Identify <i>regionally significant</i> projects and those funded	Monthly	SBCOG/ AMBAG

	Projects that are regionally significant or have been approved by SBCOG, Caltrans, and/or other agencies for Federal transportation funds are included in the Federal Transportation Improvement Program (FTIP). The FTIP for the Monterey Bay Area is prepared by AMBAG and is called the Monterey Bay Metropolitan Transportation Improvement Program (MTIP). Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> with federal funds. (RPA & PPM) Assist local jurisdictions with project applications (i.e., meetings and coordination) (RPA & PPM) Amendments (RPA & PPM) 		
2.	Federal Obligation Authority Plan. Federal legislation requires AMBAG to publish an annual listing of obligated transportation projects for which Federal funds have been given in the prior year. SBCOG coordinates this effort with local agencies that received federal funds for their projects. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> List federally funded projects obligated within the requested time frame (RPA) 	June 30, 2025	SBCOG/AMBAG

Work Element 110: Measure G Implementation

Lead Agency: Council of Governments

Project Manager: Binu Abraham; Executive Director and Norma Aceves; Administrative Services Specialist



Objective

This Work Element addresses the implementation of the voter approved Measure G, the San Benito County Transportation Safety, and Investment Plan. SBCOG, as the Regional Transportation Planning Agency, is responsible for ensuring that funds are apportioned, allocated, and expended according to the Measure G Ordinance 2018-01 and the Expenditure Plan. The detailed Plan outlines the most pressing needs and a prudent solution to address them with a 1 percent sales tax over the next 30 years to ensure a stable source of local funding for the San Benito County region. Rural Planning Assistance funds will not be used for this Work Element.

Previous and Ongoing Works

On November 6, 2018, San Benito County voters passed Measure G, the San Benito County Roads and Transportation Safety and Investment Plan. Measure G funds will be used to implement needed Highway 25 improvements, local street and road maintenance, new local roads, transit improvements (for youth, seniors, students, and people with disabilities) pedestrian, and bicycle safety improvements.

Work Element 110 Funding Source				Amount
Measure G funds				\$74,195
Total				\$74,195
	Task	Deliverable	Deadline	Responsible Party
1.	Program Administration			
a.	Measure G Administrative Tasks Provide for cost-effective administration of the program through the Council of San Benito County Governments.	<ul style="list-style-type: none"> Board agendas, minutes, special meetings, presentations, staff reports 	Monthly	SBCOG

b.	Monitor SBCOG policies and guidelines and update them as necessary to ensure sound implementation of Measure G.	<ul style="list-style-type: none"> Guidelines updates Policies updates Produce, maintain, and update agreements with local agencies for funding allocations. Amendments 	<p>Monthly review</p> <p>Monthly review</p> <p>Monthly review</p> <p>Monthly review</p>	SBCOG
2. Financial Management				
a.	Receive funds from State Board of Equalization.	<ul style="list-style-type: none"> Payments received 	Quarterly	SBCOG
b.	Produce reports of funding availability. Reports to include formula distributions for each category of projects and implementing agency.	<ul style="list-style-type: none"> Revenue reports Presentations Local agency meetings 	Continuous	SBCOG
c.	Distribute the funds to local agencies and projects in accordance with Measure G (SBCOG Ordinance 2018-01).	<ul style="list-style-type: none"> Funding requests Process payments 	Quarterly	SBCOG
d.	Produce and publish annual reports and audit reports per Measure G ordinance. This work will include analyzing funds receipts, producing reports, and audit the use of the funds.	<ul style="list-style-type: none"> Secure Independent Audit Contractor <ul style="list-style-type: none"> Request for Proposals Contract Project funding and data collection Board meeting updates Website updates 	<p>June 30, 2025</p> <p>Monthly review</p> <p>Monthly review</p> <p>Monthly review</p>	SBCOG

3. Measure G Project Management				
a.	<p>Tier I: Highway 25 expressway Conversion Project Administration</p> <p>The project development process will span from planning to construction and will include the following multi-year processes.</p>	<ul style="list-style-type: none"> Funding agreements with Caltrans Project Management <ul style="list-style-type: none"> – Project Development – Team meetings – Agendas – Reports Process project expenditures Board reports <ul style="list-style-type: none"> – Presentations – Staff reports – Agendas – Minutes – Website updates Financial allocations and invoices Consultant contracts 	<p>As necessary</p> <p>Monthly/Bi-monthly</p> <p>Monthly review</p> <p>Monthly</p> <p>Monthly review</p> <p>Monthly</p>	SBCOG/ Caltrans
b.	<p>Tier II: Local Project Administration</p> <ul style="list-style-type: none"> Local Street and Road Maintenance New roadways <p>Administer funds through the approved process to apportion and allocate local controlled funds to the City of Hollister, City of San Juan Bautista, and County of San Benito according to Measure G Ordinance and the Expenditure Plan. Review reports submitted by all agencies to tracking projects, costs, timelines, and completion dates.</p>	<ul style="list-style-type: none"> Project Performance Management Process and monitor local agency funding allocations and balances 	<p>Monthly review</p> <p>Monthly review</p>	SBCOG
c.	<p>Tier III: Other Categories</p> <ul style="list-style-type: none"> Public Transit Bicycle and Pedestrian Projects 	<ul style="list-style-type: none"> Project Performance Management Board Meetings LTA project oversight 	<p>Monthly review</p> <p>Monthly</p> <p>Monthly oversight</p>	SBCOG/LTA

		<ul style="list-style-type: none"> • Process and monitor local agency funding allocations and balances 	Continuous	
4.	<p>Implement bilingual public engagement plan to inform voters on the use of Measure G funds.</p> <p>Update the public with news regarding projects, programs, and actions taken as part of the implementation of Measure G.</p>	<ul style="list-style-type: none"> • Press releases • Fact sheets • Website and social media updates • Public meetings, hearings, presentations 	Continuous	SBCOG
5.	Hold meetings with the Citizens Oversight Committee (COC) in accordance with Measure G ordinance.	<ul style="list-style-type: none"> • Member recruitment (i.e., applications, bylaws, appointments) • Meeting agendas, reports, presentations, minutes • Project updates • Annual financial audit report 	<p>June 30, 2025</p> <p>Quarterly</p> <p>Quarterly</p> <p>Annually by fiscal year</p>	SBCOG

Work Element 201: Regional Transportation Plan

Lead Agency: Council of Governments

Project Manager: Planning Staff



Objective

To update and maintain a Regional Transportation Plan, including both short range and long-range elements, which is responsive to regional goals and policies and consistent with state and federal planning guidelines and requirements (i.e., California Transportation Commission Regional Transportation Plan Guidelines).

Previous and Ongoing Work

Previous work includes the development and adoption of the Regional Transportation Plan (RTP) every four years. The 2045 Regional Transportation Plan was adopted by the SBCOG Board on June 16, 2022. Planning work for the next RTP update began in 2023 and has been ongoing since.

Work Element 201 Funding Source			Amount
Rural Planning Assistance (RPA)			\$67,120
Rural Planning Assistance FY 23-24 Carryover (RPA)			\$16,780
Planning, Programming, and Monitoring (PPM)			\$3,330
Transportation Development Act (TDA)			\$35,000
			Total
			\$122,230
Task	Deliverable	Deadline	Responsible Party
1. Implementation of the 2045 San Benito Regional Transportation Plan (RTP). Funded with TDA funds.	<ul style="list-style-type: none"> Monitor delivery of projects. (TDA) Amendments. (TDA) 	June 30, 2025	SBCOG
2. Monitor updates and amendments to the RTP Guidelines. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> Comments (RPA & PPM) 	Quarterly	SBCOG
3. Professional Development. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> Attend trainings and conferences, as appropriate, to enhance knowledge and skills to 	Monthly	SBCOG

		benefit the RTP development carrying out the agency's mission.		
4.	Update the 2050 San Benito Regional Transportation Plan.	<ul style="list-style-type: none"> • AMBAG coordination meetings • SBCOG staff level meetings • Stakeholder outreach • Ongoing coordination with local agencies on their RTP project list • Public engagement • Analysis of project priority list • Identification of funding sources • Analysis of current funding sources • Develop revenue projections • Development of Environmental Impact Report (EIR) • Provide input on Regional Growth Forecast • Prepare draft of 2050 RTP 	<p>Monthly</p> <p>Monthly June 30, 2025 June 30, 2025</p> <p>June 30, 2025 June 30, 2025</p> <p>June 30, 2025</p> <p>June 30, 2025</p> <p>June 30, 2025</p> <p>June 30, 2025</p> <p>September 31, 2024</p> <p>June 30, 2025</p>	SBCOG

Category 300: Short Range Planning

Work Element 301: Bikeway and Pedestrian System Planning and Promotion

Agency: Council of Governments

Project Manager: Douglas Kean; Transportation Planner



Objective

Plan for a comprehensive regional bikeway and pedestrian system that serves the needs of county-wide residents, with particular emphasis on promoting walking and bicycling as an integral part of the transportation network.

Previous Work and Ongoing Work

The Council of San Benito County Governments (SBCOG) provided technical assistance to the Cities and County’s Active Transportation Program grant applications. SBCOG also successfully nominated the Hollister SR 25 /Pinnacles National Park Highway Beautification Project to the California Department of Transportation (Caltrans) for inclusion in the Clean California Program. The Hollister SR 25 /Pinnacles National Park Highway Beautification Project and the Washington Street Bridge Pedestrian Enhancements Project were awarded Clean California Program funding in 2022. Implementation and construction of the two projects will take place through the year 2024.

Work Element 301 Funding Source				Amount
Rural Planning Assistance (RPA)				\$15,000
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$3,750
Total				\$18,750
	Task	Deliverable	Deadline	Responsible Party
1.	SBCOG serves on the State of California Walk and Bike Technical Advisory Committee made up of external partners to provide regular strategic input and technical guidance on Caltrans’ complete streets and active transportation efforts.	<ul style="list-style-type: none"> Participate in meetings and discussions Review and comment on Caltrans developed technical reports 	June 2025	SBCOG
2.	San Benito County Bikeway and Pedestrian Master Plan Implementation. Conduct planning activities to improve bikeway and pedestrian facilities.	<ul style="list-style-type: none"> Amendments Local agency coordination Funding applications support to local agencies 	June 2025	SBCOG
3.	Assist in planning of Safe Routes to School concepts.	<ul style="list-style-type: none"> Public outreach with schools and community partners 	Quarterly	SBCOG

4.	Provide planning assistance to local jurisdictions for implementation of Complete Streets concepts.	<ul style="list-style-type: none"> • Planning and stakeholder meetings • Attend County and City of Hollister Development Review Committees and provide development reviews comments. 	Monthly	SBCOG
5.	Provide grant application assistance to local jurisdictions. Funded with Rural Planning Assistance (RPA). Ensure that all transportation projects funded or overseen by Caltrans will provide comfortable, convenient, and connected complete streets facilities for people walking, biking, and taking transit or passenger rail unless an exception is documented and approved.	<ul style="list-style-type: none"> • Grant applications. • Traffic Data, technical reports. • Grant application review assistance. • Letters of support. • Public outreach. 	Quarterly	SBCOG
6.	Participate and attend local Safe Kids California San Benito Partners.	<ul style="list-style-type: none"> • Outreach activities. • Attend meetings. • Lead event planning. • Kids at the Park event planning and helmet fittings. • Walk to School Day. • Bicycle and pedestrian safety campaigns. 	Monthly	SBCOG

Work Element 302: Road System Planning and Programming

Lead Agency: Council of Governments

Project Manager: Binu Abraham, Executive Director



Objective

To plan for and finance improvements to and preservation of the road systems within the San Benito County region with the assistance of the Cities and County, Caltrans, and the Association of Monterey Bay Area Governments (AMBAG).

Previous and Ongoing Work

Continue to conduct traffic monitoring activities and technical studies on specific projects and coordination with Caltrans on regionally significant projects. SBCOG allocated Measure G funding to the local Cities and County for maintenance of the local streets and roads in accordance with the voter approved Benito County Roads and Transportation Safety Investment Plan.

SBCOG distributes Surface Transportation Block Grant Program (STBG) funds, which provides flexible funding that may be used by localities for projects to preserve and improve the conditions on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals. SBCOG also works with local jurisdictions to plan for local roadway improvements.

Work Element 302 Funding Source				Amount
Rural Planning Assistance (RPA)				\$54,000
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$13,500
Planning, Programming, and Monitoring (PPM)				\$4,860
Total				\$72,360
Task		Deliverable	Deadline	Responsible Party
1.	Assist local agencies with technical data and planning support on future street and road realignments and traffic circulation improvements. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> Technical data (RPA & PPM) Comment letters (RPA & PPM) Meetings (RPA & PPM) 	Monthly	SBCOG
2.	Distribute Surface Transportation Block Grant Program (STBG) funds to the Cities and County, and to special projects	<ul style="list-style-type: none"> Track STBG funding allocations and expenditures (RPA & PPM) 	Monthly	SBCOG

	based on SBCOG Board approved policies. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Special projects assessments (RPA & PPM) • Local agency funding request (RPA & PPM) application assistance (RPA & PPM) • Track invoicing (RPA & PPM) 		
3.	Continue planning and monitoring of projects on the State Highway System. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Project development team meetings (RPA & PPM) 	Monthly	SBCOG
4.	Initiate discussion on the Regional Transportation Impact Mitigation Fee Nexus Study update. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Meetings with local jurisdictions. (RPA & PPM) 	July 2024	SBCOG
5.	Coordinate with Caltrans on Statewide planning efforts. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Coordinate and meet with California Transportation Commission staff and Board (RPA & PPM) • Review and Comment on California Transportation Plan (RPA & PPM) • Review and Comment on Transportation concept reports (RPA & PPM) • Review and Comment on Statewide bicycle plans (RPA & PPM) • Review and Comment on Statewide freight plans (RPA & PPM) • Review and Comment on California State Rail Plan (RPA & PPM) 	Monthly June 2025	SBCOG

6.	Coordinate with San Benito County on development to enhance GIS capabilities for Road System Planning. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • GIS coordination (RPA & PPM) • Meetings (RPA & PPM) • Data review (RPA & PPM) 	Quarterly	SBCOG
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Work Element 303: Transportation System Modeling

Lead Agency: Council of Governments

Contact: Binu Abraham, Executive Director and Planning Staff



Objective

Continue to coordinate with AMBAG to develop and refine the regional traffic model to enhance transportation planning activities.

Previous and Ongoing Work

Staff aided AMBAG in the development of its Regional Travel Demand Model. SBCOG will continue to aid with AMBAG’s current model update process and for transit and goods movement studies. SBCOG requests AMBAG perform periodic project reviews for processing in the Regional Travel Demand Model. The Regional Travel Demand Model is designed to support long range transportation planning and programming decisions.

Work Element 303 Funding Source				Amount
Rural Planning Assistance (RPA)				\$6,000
Rural Planning Assistance FY 23-24 Carryover (RPA)				\$1,500
Planning, Programming, and Monitoring (PPM)				\$4,070
Total				\$11,570
	Task	Deliverable	Deadline	Responsible Party
1.	Review Model Framework. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	• Comments to AMBAG (RPA & PPM)	June 30, 2025	SBCOG
2.	Model Impacts of Development while conducting update to the Regional Traffic Impact Fee Program. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	• Model analysis reports (RPA & PPM)	Monthly review	SBCOG
3.	Work with local jurisdictions to facilitate model Development. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	• Model development reports (RPA & PPM)	June 30, 2025	SBCOG

Work Element 304: Regional Rideshare Program

Lead Agency: Council of Governments

Project Manager: Planning Staff



Objective

To provide a countywide program aimed at promoting ridesharing via carpooling, vanpooling, biking, public transit, walking, telecommuting, and outreach efforts to employers. SBCOG recognizes that these alternatives to driving alone can play a significant factor in reducing vehicle emissions, vehicle miles traveled, and improve sustainability.

Previous and Ongoing Work

The Rideshare Program has been a continuous activity of SBCOG since January 1987. Ongoing activities will include providing Safe Routes to Schools outreach, bicycles, and pedestrian encouragement, planning of Bike Week and Kids at the Park events. Staff will also continue to serve as a partner agency to Safe Kids Coalition of San Benito County on various activities related to active transportation and safety.

Work Element 304 Funding Source				Amount
Local Funds				\$5,078
Total				\$5,078
	Task	Deliverable	Deadline	Responsible Party
1.	Use District 5's Active Transportation Plan to identify future projects for implementation.	<ul style="list-style-type: none"> Grant applications 	June 30, 2025	SBCOG
2.	Data entry for carpool and vanpool.	<ul style="list-style-type: none"> Match list 	Daily	SBCOG
3.	Administer Vanpool Program.	<ul style="list-style-type: none"> Process lease fees Administer driver applications Track maintenance records Process payments 	Daily	SBCOG
4.	Serve as a member of the Safe Kids Coalition of San Benito County.	<ul style="list-style-type: none"> Partner agency coordination Bicycle & Ped. event planning 	Monthly	SBCOG
5.	Promote annual Bike Week and Walk to School/Work Day events.	<ul style="list-style-type: none"> Promotional materials Helmets fittings 	May 2025	SBCOG
6.	Promote public transit.	<ul style="list-style-type: none"> Marketing & promo campaigns On-bus rider surveys & online surveys and English and Spanish 	Monthly	SBCOG/LTA

Work Element 305: Regional Transportation Improvement Program

Lead Agency: Council of Governments

Project Manager: Planning Staff



Objectives

Planning activities associated with the preparation of the State Transportation Improvement Program (STIP), including the Regional Transportation Improvement Program (RTIP) and the Transportation Alternatives Program.

The RTIP is a five-year planning and programming document that is adopted every two years (even years) and commits transportation funds to road, transit, bike, and pedestrian projects. Funding comes from a variety of federal, state, and local sources. Regional and local projects cannot be programmed or allocated by the California Transportation Commission without a current RTIP.

Previous and Ongoing Work

This work element is a continuing activity. The primary objective of this work element is to:

- Ensure the RTIP is consistent with the Regional Transportation Plan (RTP) and the State Transportation Improvement Program (STIP) guidelines.
- Coordinate with statewide, regional, and local planning agencies for future projects.
- Amend existing RTIPs if projects have a change in scope, cost and/or delivery.
- Participate in quarterly STIP related meetings with Caltrans.
- Preparation of final RTIP and Manage and monitor RTIP Projects.

Work Element 305 Funding Source			Amount
Rural Planning Assistance (RPA)			\$18,000
Rural Planning Assistance FY 23-24 Carryover (RPA)			\$4,500
Planning, Programming, and Monitoring (PPM)			\$11,840
Total			\$34,340
Task	Deliverable	Deadline	Responsible Party
1. Coordinate with statewide, regional, and local planning agencies for future projects. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> • Staff reports to committees/board. (RPA & PPM) • Coordination with Caltrans. (RPA & PPM) 	June 2025	SBCOG

2.	Amend existing RTIPs if projects have a change in scope, cost and/or delivery. Funded with Rural Planning Assistance (RPA) and Planning, Programming and Monitoring (PPM).	<ul style="list-style-type: none"> Amendments, staff reports, resolutions, draft RTIP. (RPA & PPM) 	June 2025	SBCOG
3.	Quarterly STIP meetings with Caltrans. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Provide project updates. (RPA) 	Quarterly	SBCOG
4.	Attend planning meetings for STIP Guidelines updates. Funded with Rural Planning Assistance (RPA).	<ul style="list-style-type: none"> Meeting notes & staff reports (RPA) 	Monthly	SBCOG

Work Element 403: Travel Behavior Analysis

Lead Agency: Council of San Benito County Governments

Project Manager: Planning Staff



Project Objective: The purpose of this project is to collect and interpret travel behavior data from across the San Benito Region. The project was identified because there is currently a lack of dependable and detailed post pandemic travel data for rural communities such as San Benito County. The data collected will offer insights into the behavior of San Benito County travelers and help shape future transportation planning activities.

Previous and Ongoing Work: SBCOG applied for and was awarded the RPA Discretionary Grant in the FY 23-24. SBCOG will begin executing the grant in the FY 24-25.

Work Element 404 Funding Source				Amount
Rural Planning Assistance (RPA) Discretionary Grant Program Funds				\$120,000
Total				\$120,000
Task	Deliverable	Deadline	Responsible Party	
1	Project Administration. Funded with RPA Discretionary Grant Program Funds.	Kick-off meeting with Caltrans Quarterly Invoices Progress Review	July 2024 Quarterly Monthly	SBCOG
2	Data Procurement, Collection, and Storage. Funded with RPA Discretionary Grant Program Funds.	List of data to be procured Formatted data San Benito County Travel Behavior Database	December 1, 2024 December 1, 2024 December 1, 2024	SBCOG
3	Data Analysis. Funded with RPA Discretionary Grant Program Funds.	Preliminary Findings Report	May 1, 2025	SBCOG
4	Board Report and Findings Presentation. Funded with RPA Discretionary Grant Program Funds.	Board agenda Meeting notes Staff report Presentation materials	June 19, 2025 June 19, 2025 June 19, 2025 June 19, 2025	SBCOG

Work Element 404: Zero-Emission Bus and Infrastructure Analysis Plan (Placeholder)

Lead Agency: Local Transportation Authority

Project Manager: Planning Staff



Project Objective: The purpose of this project is to assist LTA in implementing the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation by performing fleet, facilities, and operational analysis and creating a detailed plan to assist LTA in reaching a zero-emission bus fleet. The ICT regulation was adopted in December 2018 and requires all public transit agencies to gradually transition to a 100 percent zero-emission bus (ZEB) fleet. Beginning in 2029, 100% of new purchases by transit agencies must be ZEBs, with a goal for full transition by 2040.

Previous and Ongoing Work: This Plan is consistent with the adopted Short Range Transit Plan, San Benito Regional Transportation Plan and AMBAG Metropolitan Transportation Plan/Sustainable Communities Strategy.

Work Element 404 Funding Source			Amount
Caltrans Planning Grant Request			\$225,000
Transportation Development Act (TDA)			Unknown
Total			\$225,000
Task	Deliverable	Deadline	Responsible Party
1	This is a placeholder and will be completed if awarded.		

Appendices



Appendix A

Certifications and Assurances

Appendix B

FHWA and FTA State and Metropolitan
Transportation Planning Process Self-Certification

To be inserted after adoption

Appendix C

Department of Transportation
Department and Suspension Certification

Appendix D

Overall Work Program Agreement

To be inserted after adoption

Appendix E

Resolution

OVERALL WORK PROGRAM AGREEMENT (OWPA)

Agency Name

FY: 2024 - 2025 OWP Board Approval Date: 5/16/2024 Amendment #:

- The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.
- All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA) that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.
- Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.
- Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

CFDA #	Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
20.205	FHWA PL (Toll Credit)	11.47%					\$0.00
20.205	FHWA PL (Local/In-kind Match)	11.47%					\$0.00
20.205	FHWA PL-Complete Streets	0.00%					\$0.00
20.505	FTA 5303 (Toll Credit Match)	11.47%					\$0.00
20.505	FTA 5303 (Local/In-kind Match)	11.47%					\$0.00
20.505	FTA 5304	11.47%					\$0.00
20.205	FHWA SPR	20.00%					\$0.00
	RPA	0.00%	\$294,000.00				\$294,000.00
	RPA Grants	0.00%	\$120,000.00				\$120,000.00
	SHA Grants	11.47%					\$0.00
	SB1 Formula	11.47%					\$0.00
	SB1 Competitive	11.47%					\$0.00
	SHA-Climate Adaptation	11.47%					\$0.00
	Total Programmed Amount		\$414,000.00	\$0.00	\$0.00	\$0.00	\$414,000.00

Agency Certification of Programmed Funds	
The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.	
Authorized Signature _____	Date _____
Printed Name and Title _____	

District Approval of Programmed Funds	
The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.	
Authorized Signature _____	Date _____
Printed Name and Title _____	

Encumbrance Details:					
Fed/State	CT	Acct Line #	Project ID	Phase/Fund	Amount \$
The total amount of FEDERAL funds encumbered by this document are: \$ _____					
Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____					
The total amount of STATE funds encumbered by this document are: \$ _____					
Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____					

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer _____ Date _____

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Council of San Benito County Governments

The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Council of San Benito County Governments

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant’s behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT’S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant’s Attorney pertaining to the Applicant’s legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney’s signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

California Department of Transportation

CALTRANS DISTRICT 5
50 HIGUERA STREET | SAN LUIS OBISPO, CA 93401-5415
(805) 549-3101 | FAX (805) 549-3329 TTY 711
www.dot.ca.gov



April 3, 2024

Binu Abraham
Executive Director
Council of San Benito County Governments
330 Tres Pinos Rd., Suite C-7
Hollister, CA 95023

Dear Ms. Abraham:

Thank you for the opportunity to review the Council of San Benito County Governments (SBCOG) Draft Overall Work Program (OWP) for Fiscal Year (FY) 2024-25.

We wish to express our sincere appreciation for the diligent efforts undertaken by your agency in providing a comprehensive review of past and future planning initiatives, adhering closely to federal and state planning directives. Your commitment to prioritizing system performance, safety, project delivery, climate resilience, social equity, livability, sustainability, and maintenance is duly noted and highly commendable.

The California Department of Transportation (Caltrans), we would like to offer the following comments:

General Comments

- Chapter 1-A: State Route 152 is not within San Benito County and should be removed. [complete](#)
- Remove page 68 "AMBAG Work Elements partially funded by SBCOG" cover sheet, since WE 624 and 642 have been removed from AMBAG's OWP and no longer exist. Also remove reference within the Table of Contents. [complete](#)

Work Element Specific Comments

- **Work Element 103 Overall Work Program**

- o Task 4, please remove Caltrans as responsible party as SBCOG is not giving RPA funds to Caltrans for this activity. SBCOG is the responsible party, but they coordinate with Caltrans staff. [complete](#)
- o Task 5 shows AMBAG as a responsible party. Is SBCOG providing RPA funds to AMBAG to complete this task? If not, please remove AMBAG as a responsible party and replace it with SBCOG since SBCOG is coordinating with AMBAG on this task. If SBCOG is funding AMBAG, then the funding table must identify how much funding is being provided to AMBAG. [complete](#)

- **Work Element 104 Public Participation**

- o To be consistent with other OWPs, please modify last task: “Support Caltrans efforts to hold equitable, meaningful, and collaborative partner agency and community engagement meetings associated with highway projects and planning studies within the San Benito County Region. This includes facilitating effective collaboration between the local jurisdictions (i.e., City of San Juan Bautista, City of Hollister, and County of San Benito).” [complete](#)
- o Please remove Caltrans as responsible party in all tasks as SBCOG is not giving RPA funds to Caltrans for this activity. SBCOG is the responsible party, but they coordinate with Caltrans staff.
- o For Tasks 4, 5, and 9, please include a funding source. [complete](#)

- **Work Element 105 Regional Coordination**

- o Task 3, VTA shown as responsible party. Is SBCOG providing RPA funds to VTA for this task? Or is VTA providing local funds to SBCOG? If so, then this must be identified in the work element budget table and the BRS. If not, please remove VTA as a responsible party and replace it with SBCOG since SBCOG is coordinating with VTA on this task. If SBCOG is funding the VTA, the funding table must identify how much funding is being provided to the VTA and with which funding source. [complete](#)
- o For Tasks 6 and 7, AMBAG is shown as responsible party. Is SBCOG providing RPA funds to AMBAG for this task? Or is AMBAG providing local funds to SBCOG? If so, then this must be identified in the work element budget table and the BRS. If not, please remove AMBAG as a responsible party and replace it with SBCOG since SBCOG is coordinating with AMBAG on this task. If SBCOG is funding AMBAG, the funding table must identify how much [complete](#) funding is being provided to AMBAG and with which funding source.
- o Please remove Caltrans as responsible party in all tasks as SBCOG is not giving RPA funds to Caltrans for this activity. [complete](#)

- **Work Element 106 Transit System Planning and Administration**
 - o Ensure all tasks indicate a funding source.
 - o The work element indicates LTA is doing most of the work, please clarify what SBCOG will work on for this WE. If SBCOG is funding the LTA, the funding table must identify how much funding is being provided to the LTA and with which funding source. If not, please remove LTA as a responsible party and replace it with SBCOG since SBCOG is coordinating with LTA on this task. [complete](#)
 - o Task 5 and 7, indicate task funded with TDA funds but deliverable indicate RPA. Grant applications for capital or operational are ineligible for RPA funds. Please revise accordingly. [complete](#)

- **Work Element 107 Airport Land Use Commission**
 - o It should also be noted that the Airport Land Use Compatibility Plan (ALUCP) for the Hollister Municipal Airport was last adopted in June of 2012. The California Airport Land Use Planning Handbook states that an ALUCP should have a comprehensive review and update at least every five years. Since the plan will be due for an update soon, the ALUCP may wish to consider applying for a grant for the update. We also commend the County for ensuring that the current 2012 ALUCP is available from the County's website for public to access.
 - o The Aeronautics Program recommends that regional planning agencies prepare, when appropriate, to address the following areas of future focus:
 - Wayside equipment for electrified aircraft, and electric aviation in general.
 - Sustainable Aviation Fuel (SAF), currently in the testing stages for commercial aircraft, but will eventually trickle down to general aviation.
 - Improved ground access for multimodal transportation alternatives.
 - o In planning for additional housing development, special care must be included to prevent encroachment on airports, sustain healthy communities with a focus on equity when siting future development, and preserve the viability of the aviation system as an economic engine for the region.

- **Work Element 201 Regional Transportation Plan**
 - o Task 1 Deliverable – Project delivery activities are not eligible for RPA funds. Remove RPA from this activity. [complete](#)
 - o Task 4 Deliverables, please include concrete dates not “continuous”

- **Work Element 301 Bikeway and Pedestrian System Planning and Promotion**
 - o The WE indicates that the funding source of RPA in several areas. Only needs to be listed once under finding source section at the top of the WE, unless another funding source is also used, please add in that section as well. [complete](#)
- **Budget Revenue Summary (BRS)/Table 8: OWP Financial Table**
 - o In the BRS, please add anticipated carryover RPA from FY 23-24. The projected carryover column is missing. See last FY's BRS.

Caltrans Recommendations

(These are not requirements, rather we are sharing for the MPOs/RTPAs consideration)

- The **Office of Aviation Planning** would like to offer the following resources:
 - o [California Airport Land Use Planning Handbook](#)
 - o [California Department of Transportation State Dollars for Your Airport](#)
 - o [Caltrans Local Airport Loan Program](#)
 - o The Aeronautics Program would also like to make SBCOG aware of its Airport Land Use Compatibility training program for Airport Land Use Commissions and local planning staff. The training is intended to review the airport land use compatibility process, compatibility criteria, and any specific questions the Commissioners or planning staff may have. Please reach out if SBCOG has any questions or if there is interest in our training program, contact aeronautics-planning@dot.ca.gov
- The **Office of Strategic Freight Planning** would like to offer the following resources
 - o The [2023 California Freight Mobility Plan](#)
 - o The recent [2024 RTP Guidelines](#) - updated freight sections, 4.5 – Private sector Involvement and 6.12 – Goods Movement

Corridor/Long-Range Planning (Activities):

- Conduct and/or participate in plans for regionally significant major corridor studies including but not limited to rail, transit, highway corridors. Participate in highway/transit/rail corridor planning projects in cooperation with MPO, RTPA, transit agencies, and Caltrans. Coordination will improve inter-agency cooperation on corridor planning. Other activities may include:
 - o Caltrans District System Management Plan (DSMP) update
 - o Caltrans Interregional Transportation Strategic Plan (ITSP) update
- Consider adding the following Freight Activities if applicable:
 - o CFMP implementation
 - o CFMP Unconstrained Project List development

Ms. Abraham

April 3, 2024

Page 5 of 5

- o CUFC/CRFC designation activities (especially if the [a] the region's metro areas were changed by the 2020 Census, or [b] projects within the region receive federal freight funding)
- o Participation in Caltrans freight Technical Services Contract tasks, particularly the tasks led by D5, including a data-focused task and an engagement/equity-focused task
- o PM3 Reporting activities (reporting on the region's Truck Travel Time Reliability Index)
- o Incorporating freight planning considerations into other corridor and system planning products and any Districtwide plans as applicable
- o Participation in AMBAG's Central Coast Sustainable Freight Study

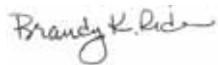
Reminders

Final OWP package is due to Caltrans by June 1, 2024. The following items must be included in the final OWP package:

- Response letter acknowledging Caltrans comments on the draft OWP. The response needs to demonstrate where Caltrans comments were addressed within the Final OWP.
- Electronically signed Overall Work Program Agreement (OWPA)
- Budget Revenue Summary (BRS)
- Board Resolution approving the OWP
- Electronically signed Certifications and Assurances
- Final OWP and Appendices

If you have questions, please contact Jill Leal-Andrade at (805) 835-6495 or email Jill.Leal@dot.ca.gov.

Sincerely,



Brandy K. Rider

Deputy District Director

Transportation Planning, Local Assistance & Environmental Stewardship

c: Jill Leal-Andrade, Caltrans District 5

Brenda Hernandez-Caruso, Caltrans Office of Regional and Community Planning



STAFF REPORT

Informational

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: Fiscal Year 2024-2025 Draft Budgets

Agenda Item No. 10

Approved By: Binu Abraham, Executive Director

Meeting Date: May 16, 2024

Recommendation:

RECEIVE presentation on the fiscal year 2024-2025 Draft Budgets for the Council of San Benito County Governments (SBCOG), Local Transportation Authority (LTA), and Service Authority for Freeways and Expressways (SAFE).

Summary:

The Draft Budgets for fiscal year 2024/25 have been prepared using funding assumptions that match information received from the State with respect to revenue estimates. The Draft Budgets meet the goals and objectives of the agency as outlined in the Overall Work Program (OWP) and balances expenses and revenues. The Draft Budgets are balanced.

Background/ Discussion:

The SBCOG Board of Directors adopts three separate budgets for each of SBCOG's separate legal entities:

1. The LTA Budget which includes the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA);
2. The SAFE budget;
3. The SBCOG Budget which includes the following nine accounts:
 - Council of Governments Administration
 - Local Transportation Fund
 - State Transit Assistance Fund
 - Highway 25 Safety Project
 - Vanpool Program
 - Low Carbon Transit Operations Program
 - Rideshare Program
 - Transportation Planning State Subvention
 - Measure G
 - Measure A

The SBCOG directs agency funds to the priority transportation planning and construction activities identified in the Overall Work Program for 2024/25. Funding for administration and services and supplies are also included to support those projects and programs.

The Draft Budgets were prepared using the line-item format. This style is easy to use and identifies where funds are spent. The Draft Budgets include conservative revenue assumptions that are based on apportionments and distributions identified through State and Federal resources. Unless already awarded, pending grant applications and the funding associated with these are not assumed as a part of the Draft Budgets. Revenue funding from the various sources is outlined in the Revenue Summaries section of the budget and will be reviewed during the Draft Budget presentation.

The SBCOG Draft Budget for fiscal year 2024/25 totals \$3,214,587 with an additional \$283,788 for Measure G. The LTA Draft Budget for fiscal year 2024/25 totals \$2,874,964 with an additional \$277,408 for PTMISEA. The SAFE Draft Budget for fiscal year 2024/25 totals \$49,003.

Overall, the SBCOG Draft Budget has increased by 4% compared to fiscal year 23/24 with a breakdown as follows: Personnel- Decreased by 9% due to changes in personnel. Services and Supplies- Increased by 71%, \$303,943, due to cost plan increase of \$234,815 and increased legal budget by \$50,000. Contracts- Increased by 90%, \$204,426, due to contract that will be awarded for traffic study that will be funded by a recently awarded grant and future consultant contracts for planning support and grant writers all funded by Rural Planning Assistance grants. Other- Decreased by 18%, \$360,581, due to a decrease in operating transfers to LTA.

The LTA Draft Budget for FY 2024/25 totals \$2,874,964, a 5% increase from fiscal year 2024/25 with a breakdown as follows: Personnel- Increased by 5%. Services and Supplies- Decreased by 12%, due to upcoming cost plan estimates. Contracts- Increased by 7% due to anticipated rate changes associated with the RFP for a transit operator.

The SAFE Draft Budget has decreased by 18% due to changes in personnel.

Financial Impact:

The Draft Budgets are balanced.

Attachment:

1. Fiscal Year 2024-2025 Council of San Benito County Governments Draft Budget (Includes the Measure G Draft Budget)
2. Fiscal Year 2024-2025 Local Transportation Authority Draft Budget (Includes the PTMISEA Draft Budget)
3. Fiscal Year 2024-2025 Service Authority for Freeways and Expressways Draft Budget

**Council of Governments
BUDGET FY 2024/25
Expenditure Summary and Revenue Summary**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to 30-Jun-24	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURE DESCRIPTION					
Personnel	524,809	423,345	474,326	498,042	(50,483)
Services & Supplies	432,726	429,046	736,669	687,587	303,943
Contracts	228,941	57,053	433,367	133,000	204,426
Capital	-	-	-	-	-
Other	1,930,806	1,926,577	1,570,225	2,420,476	(360,581)
TOTAL EXPENDITURES	3,117,282	2,836,021	3,214,587	3,739,105	97,305
REVENUES					
See Revenue Sheet for detail	20,991,405	19,985,420	22,460,035	21,179,349	1,472,630
Operating Transfers Received	454,956	439,456	730,651	724,625	275,695
TOTAL REVENUES	21,446,361	20,424,876	23,190,686	21,903,974	1,748,325
TOTAL PROPOSED BUDGET	3,117,282	2,836,021	3,214,587	3,739,105	97,305

The Council of Governments budget accounts include:

- | | |
|---|--|
| 1. Local Transportation Fund (629.7310) | 5. Council of Governments Administration (|
| 2. State Transit Assistance (629.7300) | 6. Vanpool Program (628.7370) |
| 3. Low Carbon Transit Operations Program (628.7325) | 7. Highway 25 Safety Program (628.7360) |
| 4. Rideshare Program (628.7330) | 8. Transportation Planning State Subvention (628.7390) |

BUDGET NOTES

Personnel

COG salaries to support all of COG's programs.

Total **474,326**

Services and Supplies

Services and Supplies includes those necessary purchases to support planning and project delivery. It also includes the San Benito County Cost Plan .

Total **736,669**

Contracts

Contracts include the County Regional GIS system, outside financial audit, ALUC consultation services, and other contracted support.

Total **433,367**

Capital

No capital expenses proposed in this draft budget.

-

Other

Other includes operating transfers to LTA, COG Administration, City of Hollister, San Juan Bautista and San Benito County in pass-through funds. This category includes COG's share of the cost for current employee retirement benefits (OPEB).

Total **1,570,225**

TOTAL PROPOSED BUDGET **3,214,587**

Measure G
BUDGET FY 2024/25
Expenditure Summary and Revenue Summary

EXPENDITURE DESCRIPTION	Adopted Budget FY 22/24	Estimated Actual to 6/30/2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURE DESCRIPTION					
Personnel	64,354	46,000	84,984	-	20,630
Services & Supplies	1,760	243,585	78,804	25,000	77,044
Contracts	258,120	70,291	120,000	70,000	(138,120)
Capital	-	-	-	-	-
Other	8,186,909	-	-	-	(8,186,909)
TOTAL EXPENDITURES	8,511,143	359,876	283,788	95,000	(8,227,355)
REVENUES					
See Revenue Sheet for detail	33,010,718	33,941,946	34,301,116	47,974,242	1,290,398
Operating Transfers Received	-	-	-	-	-
TOTAL REVENUES	33,010,718	33,941,946	34,301,116	47,974,242	1,290,398
FUND BALANCE			34,017,328	95,000	

**COUNCIL OF GOVERNMENTS - STATE TRANSIT ASSISTANCE
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2023	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	-	-	-	-	-
619.226 Administrative Support	-	-	-	-	-
Total	-	-	-	-	-
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.164 Medical/Dental/Lab Supplies and Services	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.168 Office Furniture under \$700	-	-	-	-	-
619.170 Office Equipment under \$300	-	-	-	-	-
619.176 Special Project Supplies -Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	-	-	-	-	-
619.212 Accounting	-	-	-	-	-
619.222 Other Consultants	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept Expense - Other	-	-	-	-	-
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	-	-	-	-	-
Contracts					
619.250 Special Dept Expense - Contracts	-	-	-	-	-
Total	-	-	-	-	-
Capital					
650.304 Furniture and Fixtures	-	-	-	-	-
650.302 Equipment other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
640.513 Operating Transfers (STA to LTA)	793,810	793,810	799,553	823,540	5,743
640.513 Operating Transfers (SGR to LTA)	127,724	127,724	111,078	114,410	(16,646)
Total	921,534	921,534	910,631	937,950	(10,903)
TOTAL PROPOSED BUDGET	921,534	921,534	910,631	937,950	(10,903)

**COUNCIL OF GOVERNMENTS - STATE TRANSIT ASSISTANCE
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2023	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
541.001 STA Interest Revenue	80	2,488	2,200	2,200	2,120
State of Good Repair (and carryover SGR)	127,724	127,724	110,814	100,000	(16,910)
551.406 STA Revenue	793,730	793,730	797,617	650,000	3,887
TOTAL REVENUE	921,534	923,942	910,631	752,200	(10,903)
TOTAL BUDGET	921,534	921,534	910,631	937,950	(10,903)

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2023	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel	-	-	-	-	-
Services & Supplies	-	-	-	-	-
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other (LTA)	921,534	921,534	910,631	937,950	(10,903)
TOTAL EXPENDITURES	921,534	921,534	910,631	937,950	(10,903)

REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2023	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Revenues	921,534	923,942	910,631	752,200	(10,903)
TOTAL REVENUES	921,534	923,942	910,631	752,200	(10,903)
TOTAL PROPOSED BUDGET	921,534	921,534	910,631	937,950	(10,903)

FUND BALANCE	-
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	-

**COUNCIL OF GOVERNMENTS - STATE TRANSIT ASSISTANCE
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel No Personnel expenditures are proposed in this Budget.	
Total	-
Services and Supplies No Services and Supplies are proposed in this Budget.	
Total	-
Contracts No Contracts are proposed in this Budget.	
Total	-
Capital No Capital expenditures are proposed in this Budget.	
Total	-
Other Other includes an annual STA operating transfer to the LTA for transit operations and a transfer of State of Good Repair funds for transit capitol.	
Total	910,631
TOTAL PROPOSED BUDGET	910,631

**COUNCIL OF GOVERNMENTS - LOCAL TRANSPORTATION FUND
BUDGET - FY 2024/25**

EXPENDITURE DESCRIPTION		EXPENDITURES				Variance FY 22/23 FY 23/24
		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	
Personnel						
610.101	Salaries	-	-	-	-	-
619.226	Administrative Support	-	-	-	-	-
	Total	-	-	-	-	-
Services and Supplies						
619.126	Magazines and Subscriptions	-	-	-	-	-
619.130	Clothing and Safety	-	-	-	-	-
619.132	Communications	-	-	-	-	-
619.138	Computer Maintenance	-	-	-	-	-
619.140	Computer Supplies	-	-	-	-	-
645.701	General Insurance	-	-	-	-	-
619.152	Maintenance of Equipment	-	-	-	-	-
619.154	Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158	Maintenance of Structures and Grounds	-	-	-	-	-
619.280	Marketing	-	-	-	-	-
619.164	Medical/Dental/Lab Supplies and Services	-	-	-	-	-
619.166	Membership Dues	-	-	-	-	-
619.176	Special Project Supplies - Supplies	-	-	-	-	-
619.174	Supplies	-	-	-	-	-
619.172	Postage and Delivery	-	-	-	-	-
619.210	Legal	-	-	-	-	-
619.222	Other Consultants	-	-	-	-	-
619.180	Public and Legal Notices	-	-	-	-	-
619.184	Rent Equipment	-	-	-	-	-
619.186	Rent Structures	-	-	-	-	-
619.190	Small Tools	-	-	-	-	-
619.268	Special Dept Expense - Other	-	-	-	-	-
619.196	Travel Lodging	-	-	-	-	-
619.198	Travel Meals	-	-	-	-	-
619.194	Training	-	-	-	-	-
619.200	Travel Transportation	-	-	-	-	-
619.306	Utilities	-	-	-	-	-
	Total	-	-	-	-	-
Contracts						
619.250	Special Dept Expense - Contracts	-	-	-	-	-
	Total	-	-	-	-	-
Capital						
650.304	Furniture and Fixtures	-	-	-	-	-
650.303	Computer Hardware	-	-	-	-	-
650.301	Automobiles, Trucks, Vans	-	-	-	-	-
	Total	-	-	-	-	-
Other						
650.513	Operating Transfers (LTA)	936,260	936,259	589,827	1,411,724	(346,433)
650.513	Operating Transfers	-	-	-	-	-
650.513	Operating Transfer (COG Admin)	439,456	439,456	730,651	699,525	291,195
650.513	Operating Transfer (2% reserve Bike & Ped)	55,512	51,254	51,766	52,802	(3,746)
650.513	Operating Transfer (Hollister)	-	-	-	-	-
650.513	Operating Transfer (San Juan Bautista)	-	-	-	-	-
650.513	Operating Transfers (San Benito Co. PW)	-	-	-	-	-
	Total	1,431,228	1,426,969	1,372,245	2,164,051	(58,983)
TOTAL PROPOSED BUDGET		1,431,228	1,426,969	1,372,245	2,164,051	(58,983)

**COUNCIL OF GOVERNMENTS - LOCAL TRANSPORTATION FUND
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 22/23 FY 23/24
LTF Balance from previous years)	8,090,679	7,856,599	9,243,570	10,699,638	1,152,891
Set Aside for Local Streets & Roads(carryover)	2,775,614	1,241,578	1,241,578	1,241,578	(1,534,036)
340.101 TDA 2% Reserve for Bike/Ped	1,241,578	820,817	872,583	924,349	(368,995)
541.001 LTF Interest Revenue	828,061	251,252	240,000	230,000	(588,061)
550.102 General Sales Tax 1/4% (LTF)	5,490	2,562,687	2,588,313	2,640,079	2,582,823
TOTAL REVENUE	12,941,422	12,732,933	14,186,044	15,735,644	1,244,622

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 22/23 FY 23/24
EXPENDITURES					
Personnel	-	-	-	-	-
Services & Supplies	-	-	-	-	-
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other (Operating Transfers out)	1,431,228	1,426,969	1,372,245	2,164,051	(58,983)
TOTAL EXPENDITURES	1,431,228	1,426,969	1,372,245	2,164,051	(58,983)
REVENUES					
Revenues	\$12,941,422	\$12,732,933	14,186,044	15,735,644	1,244,622
TOTAL REVENUES	12,941,422	12,732,933	14,186,044	15,735,644	1,244,622
TOTAL PROPOSED BUDGET	1,431,228	1,426,969	1,372,245	2,164,051	(58,983)

FUND BALANCE	12,813,799
DESIGNATED FUND BALANCE	2,114,161
UNDESIGNATED FUND BALANCE	10,699,638

**COUNCIL OF GOVERNMENTS - LOCAL TRANSPORTATION FUND
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel No Personnel expenditures are proposed in this Budget.	
Total	-
Services and Supplies No Services and Supplies are proposed in this Budget.	
Total	-
Contracts No Contract expenditures are proposed in this Budget.	
Total	-
Capital No Capital expenditures are proposed in this Budget.	
Total	-
Other Other includes operating transfers to the LTA and COG Administration budgets. There is a required set-aside of 2% for bicycle and pedestrian projects as mandated in the Transportation Development Act.	
Total	1,372,245
TOTAL PROPOSED BUDGET	1,372,245

**COUNCIL OF GOVERNMENTS - RIDESHARE PROGRAM
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	-	-	-	-	-
Total	-	-	-	-	-
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept Expense - Other	4,000	4,000	4,000	4,000	-
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	4,000	4,000	4,000	4,000	-
Contracts					
619.250 Special Dept Expense - Contracts	-	-	-	-	-
Total	-	-	-	-	-
Capital					
650.302 Equipment other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
649.32 Operating Transfers	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	4,000	4,000	4,000	4,000	-

**COUNCIL OF GOVERNMENTS - RIDESHARE PROGRAM
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
556310 CMAQ Rideshare	-	-	-	-	-
Donations/Carry over	4,000	4,000	4,000	4,000	-
TOTAL REVENUE	4,000	4,000	4,000	4,000	0
EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES					
Personnel	-	-	-	-	-
Services & Supplies	4,000	4,000	4,000	4,000	-
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	-	-	-	-	-
TOTAL EXPENDITURES	4,000	4,000	4,000	4,000	-
REVENUES					
Revenues	4,000	4,000	4,000	4,000	\$0
TOTAL REVENUES	4,000	4,000	4,000	4,000	-
TOTAL PROPOSED BUDGET	4,000	4,000	4,000	4,000	-
FUND BALANCE			-		
DESIGNATED FUND BALANCE			-		
UNDESIGNATED FUND BALANCE			-		

**COUNCIL OF GOVERNMENTS - RIDESHARE PROGRAM
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel	
Total	-
 Services and Supplies	
Bike to School event at local elementary schools and other program activities as needed.	
Total	4,000
 Contracts	
Total	-
 Capital	
Total	-
 Other	
Total	-
TOTAL PROPOSED BUDGET	4,000

COUNCIL OF GOVERNMENTS - LOW CARBON TRANSIT OPERATIONS PROGRAM
BUDGET - FY 2024/25
EXPENDITURES

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	-	-	-	-	-
Total	-	-	-	-	-
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept Expense - Other	163,282	163,282	177,876	183,212	14,594
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	163,282	163,282	177,876	183,212	14,594
Contracts					
619.250 Special Dept Expense - Contracts	-	-	-	-	-
Total	-	-	-	-	-
Capital					
650.302 Equipment other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
649.32 Operating Transfers	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	163,282	163,282	177,876	183,212	14,594

**COUNCIL OF GOVERNMENTS - LOW CARBON TRANSIT OPERATIONS PROGRAM
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
541.001 Interest	-	1,284	1,200	-	1,200
570.101 Carry Over Previous Years	-	39,876	-	-	-
551.401 State Grant Misc	163,282	163,282	176,676	181,976	13,394
TOTAL REVENUE	163,282	204,442	177,876	181,976	14,594

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES					
Personnel	-	-	-	-	-
Services & Supplies	163,282	163,282	177,876	183,212	14,594
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	-	-	-	-	-
TOTAL EXPENDITURES	163,282	163,282	177,876	183,212	14,594
REVENUES					
Revenues	163,282	204,442	177,876	181,976	\$14,594
TOTAL REVENUES	163,282	204,442	177,876	181,976	14,594
TOTAL PROPOSED BUDGET	163,282	163,282	177,876	183,212	14,594

FUND BALANCE	-
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	-

**COUNCIL OF GOVERNMENTS - LOW CARBON TRANSIT OPERATIONS PROGRAM
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel	
Total	-
Services and Supplies	
Cost of expansion of intercounty services..	
Total	177,876
Contracts	
Total	-
Capital	
Total	-
Other	
Total	-
TOTAL PROPOSED BUDGET	177,876

**COUNCIL OF GOVERNMENTS - ADMINISTRATION
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel						
610.101	Salaries	194,745	130,852	191,064	200,617	(3,681)
	Total	194,745	130,852	191,064	200,617	(3,681)
Services and Supplies						
619.126	Magazines and Subscriptions	300	8,364	2,900	2,900	2,600
619.132	Communications	3,500	3,468	3,900	4,000	400
619.138	Computer Maintenance	1,000	2,600	1,500	1,500	500
619.140	Computer Supplies	800	150	800	800	-
645.701	General Insurance	4,920	6,807	8,551	8,700	3,631
619.152	Maintenance of Equipment	900	4	1,000	1,000	100
619.152	Maintenance of Equipment					-
619.152	Maintenance of Equipment					-
619.152	Maintenance of Equipment					-
619.158	Maintenance of Structure	500	40	500	500	-
619.280	Marketing	7,600	1,826	2,000	2,000	(5,600)
621901	Medical/Dental/Lab Supplies and Services					-
619.166	Membership Dues	-	1,153	1,200	1,200	1,200
619.17	Office Equipment	-				-
619.176	Special Project Supplies	-	285			-
619.174	Supplies	1,700				(1,700)
619.172	Postage and Delivery	700	700	700	700	-
619.210	Legal	20,000	69,675	70,000	75,000	50,000
619.178	Treasurer Charges	-	8	8	8	8
619.222	Other Consultants					-
619.180	Public and Legal Notices	1,000	850	1,000	1,000	-
619.184	Rent Equipment	2,300	2,092	2,300	2,300	-
619.186	Rent Structures	42,305	42,301	43,000	45,000	695
622903	Rent Space					-
623101	Small Tools					-
619.268	Special Dept. Expense - Other	71,000	13,000	71,000	11,000	-
619.196	Travel Lodging	-				-
619.198	Travel Meals	-	21	-	-	-
619.194	Training	1,000	2,035	1,000	1,000	-
619.200	Travel Transportation	700				(700)
649.101	Cost Allocation Plan	62,086	62,086	296,928	300,000	234,842
619.306	Utilities	4,400	3,646	4,400	4,400	-
	Total	226,711	221,112	512,687	463,008	285,976
Contracts						
619.250	Special Dept. Expense - Contracts	20,000	30,246	38,000	38,000	18,000
	Total	20,000	30,246	38,000	38,000	18,000
Capital						
650.302	Equipment other than Computer	-	-	-	-	-
650.303	Computer Hardware	-	-	-	-	-
650.301	Automobiles, Trucks, Vans	-	-	-	-	-
	Total	-	-	-	-	-
Other						
640.320	OPEB Charges		-	-	-	-
645.704	Retiree medical	13,500	13,530	14,000	14,000	500
	Total	13,500	13,530	14,000	14,000	-
TOTAL PROPOSED BUDGET		454,956	395,740	755,751	715,625	300,295

**COUNCIL OF GOVERNMENTS - ADMINISTRATION
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
576.012 OPEB revenue	13,500	13,500	14,000	14,000	500
570.006 Miscellaneous (carry over)	-	9,132	9,000	9,000	-
576.012 ALUC Fees	2,000	2,100	2,100	2,100	-
576.012 Contributions(LTF)	439,456	439,456	730,651	699,525	291,195
TOTAL REVENUE	454,956	464,188	755,751	724,625	291,695

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES					
Personnel	194,745	130,852	191,064	200,617	(3,681)
Services & Supplies	226,711	221,112	512,687	463,008	285,976
Contracts	20,000	30,246	38,000	38,000	18,000
Capital	-	-	-	-	-
Other	13,500	13,530	14,000	14,000	500
TOTAL EXPENDITURES	454,956	395,740	755,751	715,625	300,795
REVENUES					
Revenues	454,956	464,188	755,751	724,625	300,795
TOTAL REVENUES	454,956	464,188	755,751	724,625	300,795
TOTAL PROPOSED BUDGET	454,956	395,740	755,751	715,625	300,795

FUND BALANCE	-
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	-

**COUNCIL OF GOVERNMENTS - ADMINISTRATION
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel Personnel includes staff salaries and the Board of Directors stipend.	
Total	191,064
Services and Supplies Services and Supplies for COG operations.	
Total	512,687
Contracts Contracts include the cost of the financial audit and ALUC consultant fee.	
Total	38,000
Capital	
Total	-
Other COG's share of cost for current employees retirement benefits (OPEB - Other Post Employee Benefits). In FY 23/24 COG will be taking a distribution from its California Employers' Retiree Benefit Trust (CERBT) fund to cover the OPEB expenses.	
Total	14,000
TOTAL PROPOSED BUDGET	755,751

**COUNCIL OF GOVERNMENTS - HIGHWAY 25 SAFETY PROJECT
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	-	-	-	-	-
619.226 Administrative Support	-	-	-	-	-
Total	-	-	-	-	-
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.168 Office Furniture under \$3,000	-	-	-	-	-
619.170 Office Equipment under \$3,000	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	-	-	-	-	-
619.222 Other Consultants	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other	5,000	-	5,000	-	-
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	5,000	-	5,000	-	-
Contracts					
619.250 Special Dept. Expense - Contracts	185,641	5,000	194,367	-	8,726
Total	185,641	5,000	194,367	-	8,726
Capital					
650.304 Furniture and Fixtures	-	-	-	-	-
650.302 Equipment other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
640.513 Operating Transfers	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	190,641	5,000	199,367	-	8,726

**COUNCIL OF GOVERNMENTS - HIGHWAY 25 SAFETY PROJECT
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
541.001	Interest Revenue	200	6,008	4,000	-	3,800
551.405	Caltrans Reim	-	-	-	-	-
570.014	Contributions Balance	190,441	189,359	195,367	-	4,926
TOTAL REVENUE		190,641	195,367	199,367	-	8,726

EXPENDITURES VS REVENUES		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES						
Personnel		-	-	-	-	-
Services & Supplies		5,000	-	5,000	-	-
Contracts		185,641	5,000	194,367	-	8,726
Capital		-	-	-	-	-
Other		-	-	-	-	-
TOTAL EXPENDITURES		190,641	5,000	199,367	-	8,726
REVENUES						
Revenues		190,641	195,367	199,367	-	8,726
TOTAL REVENUES		190,641	195,367	199,367	-	8,726
TOTAL PROPOSED BUDGET		190,641	5,000	199,367	-	8,726
FUND BALANCE				-		
DESIGNATED FUND BALANCE				-		
UNDESIGNATED FUND BALANCE				-		

**COUNCIL OF GOVERNMENTS - HIGHWAY 25 SAFETY PROJECT
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel No Personnel expenditures are proposed in this Budget.	
Total	-
Services and Supplies Services and Supplies as needed and transportation communication via website updates or mailers.	
Total	5,000
Contracts Contracts related to Hwy 25 projects.	
Total	194,367
Capital No Capital expenditures are proposed in this Budget.	
Total	-
Other	
Total	-
TOTAL PROPOSED BUDGET	199,367

COUNCIL OF GOVERNMENTS - VANPOOL PROGRAM
BUDGET - FY 2024/25
EXPENDITURES

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	5,150	5,022	4,608	4,838	(542)
619.226 Administrative Support	-	-	-	-	-
Total	5,150	5,022	4,608	4,838	(542)
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	134	186	206	216	72
619.152 Maintenance of Equipment	500	150	500	500	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	250	-
619.166 Membership Dues	-	-	-	-	-
619.166 Office Furniture under \$3,000	-	-	-	-	-
619.168 Office Equipment under \$3,000	-	-	-	-	-
619.176 Special Project Supplies -Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	100	-	400	400	300
619.222 Other Consultants	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.180 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other	500	-	500	500	-
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	1,234	336	1,606	1,866	372
Contracts					
619.250 Special Dept. Expense - Contracts	-	-	-	-	-
Total	-	-	-	-	-
Capital					
650.304 Furniture and Fixtures	-	-	-	-	-
650.302 Equipment other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
640.320 OPEB	-	-	-	-	-
640.513 Operating Transfers	4,000	4,000	4,000	4,000	-
Total	4,000	4,000	4,000	4,000	-
TOTAL PROPOSED BUDGET	10,384	9,358	10,214	10,705	(170)

**COUNCIL OF GOVERNMENTS - VANPOOL PROGRAM
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
542.010 Passenger Lease Fees	-	-	-	-	-
541.001 Interest	20	880	500	400	480
570.011 Carryover from Vanpool	31,215	27,784	28,664	18,950	(2,551)
TOTAL REVENUE	31,235	28,664	29,164	19,350	(2,071)

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES					
Personnel	5,150	5,022	4,608	4,838	(542)
Services & Supplies	1,234	336	1,606	1,866	372
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	4,000	4,000	4,000	4,000	-
TOTAL EXPENDITURES	10,384	9,358	10,214	10,705	(170)
REVENUES					
Revenues	31,235	28,664	29,164	19,350	(2,071)
TOTAL REVENUES	31,235	28,664	29,164	19,350	(2,071)
TOTAL PROPOSED BUDGET	10,384	9,358	10,214	10,705	(170)
FUND BALANCE			18,950		
DESIGNATED FUND BALANCE			-		
UNDESIGNATED FUND BALANCE			18,950		

**COUNCIL OF GOVERNMENTS - VANPOOL PROGRAM
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel Personnel includes salaries, administrative support, and professional services. These include regular staff salaries, reimbursement, and temporary help.	
Total	4,608
Services and Supplies Services and Supplies include routine budget items to support vanpool operations.	
Total	1,606
Contracts No Contract expenditures are proposed in the Budget.	
Total	-
Capital No Capital expenditures are proposed in the Budget	
Total	-
Other Transferring to Rideshare for Bike to School event and other Rideshare activities.	
Total	4,000

**COUNCIL OF GOVERNMENTS - TRANSPORTATION PLANNING STATE SUBVENTION
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel						
610.101	Salaries	324,914	287,471	278,654	292,587	(46,260)
619.226	Administrative Support	-	-	-	-	-
	Total	324,914	287,471	278,654	292,587	(46,260)
Services and Supplies						
619.126	Magazines and Subscriptions	-	-	-	-	-
619.132	Communications	-	-	-	-	-
619.138	Computer Maintenance	-	-	-	-	-
619.140	Computer Supplies	-	-	-	-	-
645.701	General Insurance	8,489	11,752	-	-	(8,489)
619.152	Maintenance of Equipment	-	-	-	-	-
619.154	Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158	Maintenance of Structures and Grounds	-	-	-	-	-
619.280	Marketing	-	-	-	-	-
619.166	Membership Dues	9,210	9,950	10,000	10,000	790
619.168	Office Furniture under \$3,000	-	-	-	-	-
619.170	Office Equipment under \$3,000	-	-	-	-	-
619.176	Special Project Supplies - Supplies	-	-	-	-	-
619.174	Supplies	100	-	-	-	(100)
619.172	Postage and Delivery	-	-	-	-	-
619.210	Legal	-	-	5,000	5,000	5,000
619.222	Other Consultants	-	-	-	-	-
619.180	Public and Legal Notices	-	-	-	-	-
619.184	Rent Equipment	-	-	-	-	-
619.186	Rent Structures	-	-	-	-	-
619.190	Small Tools	-	-	-	-	-
619.268	Special Dept. Expense - Other	7,500	9,453	10,000	10,000	2,500
619.196	Travel Lodging	2,800	3,780	4,000	4,000	1,200
619.198	Travel Meals	1,000	665	1,000	1,000	-
619.194	Training	2,400	3,146	3,500	3,500	1,100
619.200	Travel Transportation	1,000	1,570	2,000	2,000	1,000
619.306	Utilities	-	-	-	-	-
	Total	32,499	40,316	35,500	35,500	3,001
Contracts						
619.250	Special Dept. Expense - Contracts	20,000	16,537	50,000	5,000	30,000
619.250	Special Dept. Expense - Contracts (AMBAG EIR)	-	-	25,000	25,000	25,000
619.250	Special Dept. Expense - Contracts	-	-	120,000	-	120,000
619.250	Special Dept. Expense -Contracts	3,300	5,270	6,000	65,000	2,700
	Total	23,300	21,807	201,000	95,000	177,700
Capital						
650.302	Equipment other than Computer	-	-	-	-	-
650.303	Computer Hardware	-	-	-	-	-
650.301	Automobiles, Trucks, Vans	-	-	-	-	-
	Total	-	-	-	-	-
Other						
640.320	Operating Transfers (CRRSAA)	-	-	-	-	-
640.513	Operating Transfers (RSTP)	-	-	-	-	-
	Total	-	-	-	-	-
TOTAL PROPOSED BUDGET		380,713	349,594	515,154	423,087	134,441

**COUNCIL OF GOVERNMENTS - TRANSPORTATION PLANNING STATE SUBVENTION
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
541.001 Interest Revenue	4,500	147,308	150,000	160,000	145,500
551.405 STIP Planning, Programming & Monitoring	37,000	37,000	37,000	37,000	-
551.407 Rural Planning Assistance	343,827	270,357	367,500	294,000	23,673
551.407 RPA Discretionary Grant	-	-	120,000	-	120,000
570.015 Other Revenue Contributions	8,500	12,400	2,947	-	(5,553)
551.412 RSTP Exchange	929,852	842,672	850,000	850,000	(79,852)
Fund Balance (Carry over previous years)	1,602,899	1,583,057	1,583,057	1,217,903	(19,842)
Fund Balance (Held for Others)	3,797,213	2,987,678	3,830,350	1,915,175	33,137
TOTAL REVENUE	2,926,578	2,892,794	6,940,854	2,558,903	183,926

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES					
Personnel	324,914	287,471	278,654	292,587	(46,260)
Services & Supplies	32,499	40,316	35,500	35,500	3,001
Contracts	23,300	21,807	201,000	95,000	177,700
Capital	-	-	-	-	-
Other	-	-	-	-	-
TOTAL EXPENDITURES	380,713	349,594	515,154	423,087	134,441
REVENUES					
Revenues	2,926,578	2,892,794	6,940,854	2,558,903	183,926
TOTAL REVENUE	2,926,578	2,892,794	6,940,854	2,558,903	183,926
TOTAL PROPOSED BUDGET	380,713	349,594	515,154	423,087	134,441
		FUND BALANCE	6,425,700		
		DESIGNATED FUND BALANCE	4,680,350		
		UNDESIGNATED FUND BALANCE	1,745,350		

**COUNCIL OF GOVERNMENTS - TRANSPORTATION PLANNING STATE SUBVENTION
BUDGET - FY 2024/25
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 24/25
Personnel Personnel includes salaries, administrative support, and professional services. These include regular staff salaries, executive director services and temporary help.	Total 278,654
Services and Supplies Services and Supplies includes travel, lodging, meals, and training for planning activities.	Total 35,500
Contracts Contracts includes costs for contribution to the County Regional GIS System and additional contracts as needed.	Total 201,000
Other	-
General Notes	
TOTAL PROPOSED BUDGET	515,154

**MEASURE G /SALES TAX
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610101 Salaries (Admin)	64,354	46,000	84,984	89,233	20,630
623510 Administrative Support	-	-	-	-	-
623508 Outside Labor	-	-	-	-	-
Total	64,354	46,000	84,984	89,233	20,630
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance (Admin)	1,760	243,585	3,804	-	2,044
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.168 Office Furniture under \$3,000	-	-	-	-	-
619.170 Office Equipment under \$3,000	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	-	-	50,000	-	50,000
619.222 Other Consultants	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other- Tier I	-	-	25,000	25,000	25,000
Total	1,760	243,585	78,804	25,000	77,044
Contracts					
619.250 Special Dept. Expense - Contracts (Tier I)	238,120	64,695	100,000	50,000	(138,120)
619.250 Special Dept. Expense - Contracts (Admin)	20,000	5,596	20,000	20,000	-
Total	258,120	70,291	120,000	70,000	(138,120)
Capital					
650.304 Furniture and Fixtures	-	-	-	-	-
650.302 Equipment other than Computer	-	-	-	-	-
350.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
640.513 Operating Transfers- LPP Formulaic Cycle 4	-	-	-	-	-
640.513 Operating Transfers- Sales Tax Rev (Tier II)	8,186,909	-	-	-	(8,186,909)
Total	8,186,909	-	-	-	(8,186,909)
TOTAL PROPOSED BUDGET	8,511,143	359,876	283,788	184,233	(8,227,355)

**MEASURE G /SALES TAX
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
541.001 Interest Income	266,985	586,512	589,445	605,360	322,460
550.113 SB 1 Local Partnership Program (LPP) - Formulaic	-	-	-	-	-
550.113 SB 1 Local Partnership Program (LPP) - Formulaic Cyc	-	-	-	-	-
570.014 Sales Tax-Tier I	3,750,326	3,732,525	13,089,759	13,351,554	9,339,433
570.014 Sales Tax-Tier II	8,186,909	8,148,051	-	-	(8,186,909)
570.014 Sales Tax-Tier III	954,510	949,979	-	-	(954,510)
570.014 Sales Tax-Administration	130,220	129,602	-	-	(130,220)
570.014 Prior Year Balance	19,721,768	20,395,277	20,621,913	34,017,328	900,145
TOTAL REVENUE	33,010,718	33,941,946	34,301,116	47,974,242	9,661,893

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES					
Personnel	64,354	46,000	84,984	-	20,630
Services & Supplies	1,760	243,585	78,804	25,000	77,044
Contracts	258,120	70,291	120,000	70,000	(138,120)
Capital	-	-	-	-	-
Other	8,186,909	-	-	-	(8,186,909)
TOTAL EXPENDITURES	8,511,143	359,876	283,788	95,000	(8,227,355)
REVENUES					
Revenues	33,010,718	33,941,946	34,301,116	47,974,242	1,290,398
TOTAL REVENUES	33,010,718	33,941,946	34,301,116	47,974,242	1,290,398
TOTAL PROPOSED BUDGET	8,511,143	359,876	283,788	95,000	(8,227,355)

	FUND BALANCE	34,017,328
DESIGNATED FUND BALANCE	DESIGNATED FUND BALANCE	-
	UNDESIGNATED FUND BALANCE	34,017,328

BUDGET NOTES	Proposed Budget FY 24/25
Personnel Administration of Measure G.	
Total	84,984
Services and Supplies County Counsel, insurance, and services as needed.	
Total	78,804
Contracts Contracts for consultants needed for services, implementation, and administration of the Measure G.	
Total	120,000
Capital No Capital expenditures are proposed in this Budget.	
Total	-
Other Distribution of Tier II Measure G funds to the County of San Benito, City of Hollister, and City of San Juan Bautista.	
Total	-
TOTAL PROPOSED BUDGET	283,788

**MEASURE A AUTHORITY
DRAFT BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	-	-	-	-	-
619.226 Administrative Support	-	-	-	-	-
Total	-	-	-	-	-
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.164 Medical/Dental/Lab Supplies and Services	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.168 Office Furniture under \$700	-	-	-	-	-
619.170 Office Equipment under \$300	-	-	-	-	-
619.176 Special Project Supplies -Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	-	-	-	-	-
619.212 Accounting	-	-	-	-	-
619.222 Other Consultants	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept Expense - Other	-	-	97	-	97
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	-	-	-	-	-
Contracts					
619.250 Special Dept Expense - Contracts	-	-	97	-	97
Total	-	-	-	-	-
Capital					
650.304 Furniture and Fixtures	-	-	-	-	-
650.302 Equipment other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
640513 Operating Transfers	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	-	-	97	-	97

**MEASURE A AUTHORITY
DRAFT BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
541001	Interest Income	-	3	3	-	3
564501	Copies	-	-	-	-	-
570011	Condemnation Deposit Refund	-	-	-	-	-
570017	Contributions	-	-	-	-	-
	Balance		94	94	-	94
TOTAL REVENUE		-	97	97	-	97

EXPENDITURES VS REVENUES		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES						
	Personnel	-	-	-	-	-
	Services & Supplies	-	-	97	-	97
	Contracts	-	-	-	-	-
	Capital	-	-	-	-	-
	Other	-	-	-	-	-
TOTAL EXPENDITURES		-	-	97	-	97
REVENUES						
	Revenues	-	97	97	-	97
TOTAL REVENUES		-	97	97	-	97
TOTAL PROPOSED BUDGET		-	-	97	-	97

FUND BALANCE	(0)
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	(0)

BUDGET NOTES		Proposed Budget FY 24/25
Personnel No staff time.	Total	-
Services and Supplies County Counsel's time related to closing out MEA.	Total	97
Contracts No Contracts expenditures are proposed in this Budget.	Total	-
Capital No Capital expenditures are proposed in this Budget.	Total	-
Other No Other expenditures are proposed in this Budget.	Total	-
TOTAL PROPOSED BUDGET		97

**LOCAL TRANSPORTATION AUTHORITY
BUDGET - FY 2023/24
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 22/23	Estimated Actual to June 30, 2023	Proposed Budget FY 23/24	Budget Estimate for FY 24/25	Variance FY 22/23 FY 23/24
Personnel					
610.101 Salaries	411,265	325,125	433,593	455,273	22,328
610.101 Salaries (5304 Bus Stop IT)	-	-	-	-	-
Total	411,265	325,125	433,593	455,273	22,328
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	1,600	1,312	1,600	1,600	-
619.132 Communications	6,200	1,403	12,000	6,200	5,800
619.138 Computer Maintenance	1,000	2,506	1,500	1,500	500
619.140 Computer Supplies	300	43	300	300	-
619.142 Computer Hardware	500	-	500	500	-
645.701 General Insurance	10,745	14,873	19,406	19,794	8,661
619.152 Maintenance of Equipment	45,000	63,724	65,000	60,000	20,000
619.154 Maintenance of Equipment - Oil and Gas	225,000	264,982	260,000	260,000	35,000
619.158 Maintenance of Structures and Grounds	950	350	500	500	(450)
619.280 Marketing	5,200	5,200	6,000	6,000	800
619.166 Membership Dues	750	930	1,000	1,000	250
619.176 Special Project Supplies - Supplies	500	-	-	500	(500)
619.174 Supplies	250	150	200	200	(50)
619.172 Postage and Delivery	25	-	-	25	(25)
619.210 Professional Service - Legal	3,000	2,000	5,000	5,000	2,000
619.180 Public and Legal Notices	700	-	-	700	(700)
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	100	708	100	100	-
619.268 Special Dept. Expense - Other	105,627	108,002	25,000	25,000	(80,627)
619.268 Special Dept. Expense - Other (5311 CRRSAA)	-	-	-	-	-
619.268 Special Dept. Expense - Other (5310 CRRSAA)	-	-	-	-	-
619.196 Travel Lodging	40,000	-	-	-	(40,000)
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	726	-	-	-
619.200 Travel Transportation	100	-	100	100	-
619.306 Utilities	-	-	-	-	-
Total	447,547	466,909	398,206	389,019	(49,341)
Contracts					
619.250 Special Dept. Expense - Contracts	57,819	48,701	42,000	45,000	(15,819)
619.250 Special Dept. Expense - County Express	1,500,029	1,433,446	1,562,892	1,594,150	62,863
619.250 Special Dept. Expense - Specilized Transit	339,459	306,319	438,273	447,039	98,814
Total	1,897,307	1,788,466	2,043,165	2,086,189	145,858
Capital					
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	0	0	-	-	0
Other					
649.320 OPEB	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	2,756,119	2,580,500	2,874,964	2,930,480	118,846

**LOCAL TRANSPORTATION AUTHORITY
BUDGET - FY 2023/24
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION		Adopted Budget FY 22/23	Estimated Actual to June 30, 2023	Proposed Budget FY 23/24	Budget Estimate for FY 24/25	Variance FY 22/23 FY 23/24
541.001	Interest	-	6,572	6,500	6,500	6,500
570.001	Advertisement Revenue	9,000	15,253	12,000	15,000	3,000
570.003	Sale of Fix Asset	-	-	-	-	-
551.113	FTA 5310 Out of County Medical	-	-	-	-	-
551.113	FTA 5311 Operating Assistance	375,000	375,000	530,148	375,000	155,148
551.113	FTA 5304 Sustainable Communities	-	-	-	-	-
551.113	Low Carbon Trnsit Operations (LCTOP)	163,282	163,282	177,876	183,212	-
556.301	FTA CARES Act	160,158	-	-	-	(160,158)
576.012	LTF Transfer in	936,260	936,259	589,827	1,411,724	(346,433)
576.012	STA Transfer in	793,810	793,730	799,553	815,544	5,743
562.803	County Express Fares/JDA Fares	89,000	120,994	125,000	130,000	36,000
556.301	FTA ARPA	335,000	-	335,000	-	-
556.301	FTA 5311 CRRSAA	229,609	389,767	299,060	-	69,451
556.301	FTA 5310 CRRSAA	-	-	-	-	-
TOTAL REVENUE		3,091,119	2,800,857	2,874,964	2,936,980	(230,749)

EXPENDITURES VS REVENUES		Adopted Budget FY 22/23	Estimated Actual to June 30, 2023	Proposed Budget FY 23/24	Budget Estimate for FY 24/25	Variance FY 22/23 FY 23/24
EXPENDITURES						
Personnel		411,265	325,125	433,593	455,273	22,328
Services & Supplies		447,547	466,909	398,206	389,019	(49,341)
Contracts		1,897,307	1,788,466	2,043,165	2,086,189	145,858
Capital		0	0	-	-	-
Other		-	-	-	-	-
TOTAL EXPENDITURES		2,756,119	2,580,500	2,874,964	2,930,480	118,846
REVENUES						
Revenues		2,297,309	2,007,127	2,075,411	2,121,436	(221,898)
Operating Transfers (in)		793,810	793,730	799,553	815,544	5,743
TOTAL REVENUE		3,091,119	2,800,857	2,874,964	2,936,980	(216,155)
TOTAL PROPOSED BUDGET		2,756,119	2,580,500	2,874,964	2,930,480	118,846
FUND BALANCE				0		
DESIGNATED FUND BALANCE				-		
UNDESIGNATED FUND BALANCE				0		

LTA

BUDGET NOTES

Personnel

Personnel includes staff salaries.

Services and Supplies

Includes budget items to support transit operations. The largest expenses include fuel, maintenance, and the LTA's cost plan contribution to the County of San Benito.

Total

433,593

398,206

Contracts

CE contract includes transit operations for fixed route, intercounty, and dial-a-ride.

ST contract includes out of county medical transportation.

Contracts also includes a budget for Routematch/TripSmart software

Total

2,043,165

Capital

No Capital expenditures are proposed in this Budget.

Total

-

Other

TOTAL PROPOSED BUDGET

2,874,964

**LOCAL TRANSPORTATION AUTHORITY - PTMISEA
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 24/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	-	-	-	-	-
623.510 Administrative Support	-	-	-	-	-
Total	-	-	-	-	-
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Professional Service - Legal	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other	942,738	609,808	277,408	-	(665,330)
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	942,738	609,808	277,408	-	(665,330)
Contracts					
619.250 Special Dept. Expense - Contracts	-	-	-	-	-
Total	-	-	-	-	-
Capital					
650.302 Equip other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
649.320 Operating Transfers	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	942,738	609,808	277,408	-	(665,330)

**LOCAL TRANSPORTATION AUTHORITY - PTMISEA, ARRA, AND OES
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 24/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
551.401 PTMISEA (Proposition B) (carryover PY)	828,285	250,336	250,336	-	(577,949)
551.401 OES (Carryover-Prop 1B Grants)	-	-	-	-	-
Fund Balance (carryover previous years)	114,453	-	27,072	-	(87,381)
541.001 Interest	-	27,072	-	-	-
	-	-	-	-	-
TOTAL REVENUE	942,738	277,408	277,408	-	(665,330)

EXPENDITURES VS REVENUES	Adopted Budget FY 24/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES					
Personnel	-	-	-	-	-
Services & Supplies	942,738	609,808	277,408	-	(665,330)
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	-	-	-	-	-
TOTAL EXPENDITURES	942,738	609,808	277,408	-	(665,330)
REVENUES					
Revenues	942,738	277,408	277,408	-	(665,330)
TOTAL REVENUES	942,738	277,408	277,408	-	(665,330)
TOTAL PROPOSED BUDGET	942,738	609,808	277,408	-	(665,330)
FUND BALANCE					-
DESIGNATED FUND BALANCE					-
UNDESIGNATED FUND BALANCE					-

BUDGET NOTES	Proposed Budget FY 24/25
Personnel No Personnel expenditures are proposed in this Budget.	
Total	-
Services and Supplies These funds will lapse on June 30,2024 and will be reverted back to the State in FY 24/25.	
Total	277,408
Contracts No Contract expenditures are proposed in this Budget.	
Total	-
Capital No Capital expenditures are proposed in this Budget.	
Total	-
Other No Other expenditures are proposed in this Budget.	
Total	-
TOTAL PROPOSED BUDGET	277,408

PTMISEA: Public Transportation Modernization, Improvement and Service Enhancement Program
ARRA: American Recovery and Reinvestment Act
OES: Office of Emergency Services

**SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS
BUDGET - FY 2024/25
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
Personnel					
610.101 Salaries	22,898	6,472	12,542	13,169	(10,356)
619.226 Administrative Support	-	-	-	-	-
Total	22,898	6,472	12,542	13,169	(10,356)
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.132 Communications	2,000	1,942	2,000	2,000	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	598	828	561	600	(37)
619.152 Maintenance of Equipment	32,000	31,699	32,000	32,000	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.166 Office Furniture under \$3,000	-	-	-	-	-
619.168 Office Equipment under \$3,000	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Legal	1,500	-	1,500	1,500	-
619.222 Other Consultants	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other	-	-	-	-	-
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	50	-	50	50	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	150	-	150	150	-
619.306 Utilities	-	-	-	-	-
Total	36,298	34,469	36,261	36,300	(37)
Contracts					
619.250 Special Dept. Expense - Contracts	200	-	200	200	-
Total	200	-	200	200	-
Capital					
650.304 Furniture and Fixtures	-	-	-	-	-
650.302 Equipment other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
640.320 OPEB	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	59,396	40,941	49,003	49,669	(10,393)

**SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS
BUDGET - FY 2024/25
REVENUES AND EXPENDITURES VS REVENUES**

REVEUE DESCRIPTION		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
550.109	Registered Vehicle Revenue	69,000	69,832	69,000	71,070	-
	Fund Balance(Carryover previous years)	229,602	239,402	270,293	290,790	40,691
541.001	Interest Revenue	500	2,000	500	-	-
	TOTAL REVENUE	299,102	311,234	339,793	361,860	40,691

EXPENDITURES VS REVENUES		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
EXPENDITURES						
	Personnel	22,898	6,472	12,542	13,169	(10,356)
	Services & Supplies	36,298	34,469	36,261	36,300	(37)
	Contracts	200	-	200	200	-
	Capital	-	-	-	-	-
	Other	-	-	-	-	-
	TOTAL EXPENDITURES	59,396	40,941	49,003	49,669	(10,393)
REVENUES						
	Revenues	299,102	311,234	339,793	361,860	40,691
	TOTAL REVENUE	299,102	311,234	339,793	361,860	40,691
	TOTAL PROPOSED BUDGET	59,396	40,941	49,003	49,669	(10,393)

FUND BALANCE	290,790
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	<u>290,790</u>

Only available for SAFE projects

BUDGET NOTES

		Proposed Budget FY 24/25
Personnel		
Personnel includes salaries, administrative support, and professional services.		
	Total	12,542
Services and Supplies		
Maintenance and support of call boxes.		
	Total	36,261
Contracts		
Contract with CHP for responding to call box calls.		
	Total	200
Capital		
No Capital expenditures are proposed in this Budget.		
	Total	-
Other		
SAFE share of OPEB costs.		
	Total	-
	TOTAL PROPOSED BUDGET	49,003



STAFF REPORT

Informational

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: Measure G Update

Agenda Item No. 11

Approved By: Binu Abraham, Executive Director

Meeting Date: May 16, 2024

Recommendation:

RECEIVE Measure G update for fiscal year 2023-2024.

Summary:

The Measure G update summarizes financial happenings and project updates for fiscal year 2023-2024.

Background/ Discussion

The Measure G Transportation Safety and Investment Plan was approved by the voters in November 2018. It dedicates 49.9% of the sales tax revenue to Highway 25, 44.5% to local road maintenance, pothole repairs, and traffic improvements, and 5.6% to transit, bike and pedestrian projects, administration and other planning activities.

In 2020 the SBCOG Board adopted a funding approach prioritizing local street and road projects by front-loading funds and allocating approximately 62% of the sales tax for the first five years of the Measure, 30% to the Highway 25 project, and 8% towards other transportation improvement projects. The advancing of funds will be ending on June 30, 2024.

Effective July 2024, Measure G funding for local agencies' street and road maintenance will be paused for ten years to pay back the Highway 25 project and level out the distribution to the voter approved formula. SBCOG is actively reviewing this funding strategy and repayment plan and will provide the Board with any recommendations on funding approach adjustments.

Since its inception through March 31, 2024, Measure G has generated \$57.5 million (including interest). \$33.7 million has been paid out to local agencies for street and road improvement. A list of Measure G funded projects has been attached for reference.

Financial Impact:

Measure G funds collected as of March 31, 2024 are \$57.5 million (includes interest).

\$33.7 million has been paid out to local jurisdictions for street and road repairs.

Attachment:

1. Measure G Project List



City of San Juan Bautista

No.	Project Name	Project Description	Distance in miles	Project Type	Functional Classification	MEA G Funds	Other funds	Total Project Cost	Completion Date (Month & Year)	Agency Contact	Date info. was updated	
1	3rd Street Pavement Rehab. Project	Pavement rehab. on 3rd Street Between Tuhualami and Muckelemi	0.1495	Road Pavement Rehabilitation Project	Minor Arterial	\$260,460	\$1,068,540.00	\$1,329,000.00	2020	Julie Behzad, Principal Engineer, CSG Consultants	4-8-2021	2020/2021 Annual Report
2	No projects							\$0.00				2021/2022 Annual Report
3	Citywide Street, Curb, Gutter, and Sidewalk Project	The City of San Juan Bautista overlaid or crack sealed 12 streets, modified curb, gutter or sidewalk on six streets, and installed Americans with Disability Act (ADA) compliant ramps at seven intersections.		Road Pavement Rehabilitation Project	Local Road	\$ 1,197,599	0	\$1,197,599.16	2023	Jerry Sanguinetti City Engineer	Aug-23	2022/2023 Annual Report
15								\$0.00				
16								\$0.00				
17								\$0.00				
18								\$0.00				
19								\$0.00				
						\$1,458,059						



City of Hollister

No.	Project Name	Project Description	Distance in Miles	Project Type	Functional Classification	MEA G Funds	Other funds	Total Project Cost	Completion Date (Month & Year)	Agency Contact	Date info. was updated
1	No projects					\$0.00	\$0.00	\$0.00			2020/2021 Annual Report
2	No projects					\$0.00	\$0.00	\$0.00			2021/2022 Annual Report
3	Central Avenue Traffic Calming	Traffic calming measures	TBD	Bicycle Infrastructure Project	Local Road	\$737,000.00	\$0.00	\$737,000.00	2022	Glen March, City Engineer	2022/2023 Annual Report
4	Speed humps	traffic calming devices to slow traffic speeds	TBD	Bicycle Infrastructure Project	Major Collector	\$55,000.00	\$0.00	\$55,000.00	2022	Glen March, City Engineer	2022/2023 Annual Report
5	2024 Pavement Rehabilitation	This project will repair multiple segments of roadway in the City of Hollister through cold planing and a hot mix asphalt overlay along with isolated areas of base failure repair. In addition, curb ramps within the limits of the project will be reconstructed to meet current ADA standards.	TBD	Road Pavement Rehabilitation Project	Local Road	\$2,984,100.00	\$781,200.00	\$3,765,300.00	Dec-24	Cristian Builes, Associate Engineer	2023/2024 Annual Report
6	Citywide Slurry Seal	This project will rehabilitate 12 lane miles of local streets in the city by applying slurry seal, striping, and pavement markings and replacing 588 liner feet of crosswalk	TBD	Road Pavement Rehabilitation Project	Local Road	\$963,100.00	\$600,000.00	\$1,563,100.00	24-Dec	Cristian Builes, Associate Engineer	5/9/2024
7	Ladd Lane & Southside Road Improvement	This project will rehabilitate Ladd Lane and Southside Road by applying slurry seal, striping, pavement markings and removal of traffic circles and median domes	TBD	Road Pavement Rehabilitation Project	Major Collector	\$694,100.00	\$0.00	\$694,100.00	Dec-24	Cristian Builes, Associate Engineer	5/9/2024
8	Wentz, Browns and Swope Alley Rehabilitation	The project will reconstruct three alleys within the City of Hollister: Wentz Alley between Powell Street and Monterey Street, Browns Alley between West Street and Monterey Street, and Swope Alley between West Street and Monterey Street. The project will reconstruct the alleys, install drainage improvements, and reconstruct alley driveways at their intersections with streets. New roadway/alley improvements will be conformed to private driveways.	TBD	Road Pavement Rehabilitation Project	Local Road	\$753,600.00	\$218,800.00	\$972,400.00	Dec-24	Cristian Builes, Associate Engineer	5/9/2024
9	Memorial Drive Roadway Improvement Project	This project consists of the installation of a 2 lane road diet, stripe buffered bike lanes, RRFB Mid-Block crosswalk, raised medians, slurry seal and pavement markings on Memorial Drive between Sunnyslope Road and Hillcrest Road.	TBD	Bicycle Infrastructure Project	Minor Arterial	\$1,068,000.00	\$0.00	\$1,068,000.00	Dec-24	Cristian Builes, Associate Engineer	5/9/2024
10								\$0.00			
11								\$0.00			
12								\$0.00			
13								\$0.00			
14								\$0.00			
15								\$0.00			
16								\$0.00			
17								\$0.00			

\$7,254,900.00



STAFF REPORT

Informational

Prepared By: Douglas Kean, Transportation Planner

Subject: 2024 Unmet Transit Needs Report

Agenda Item No. 12

Approved By: Binu Abraham, Executive Director

Meeting Date: May 16, 2024

Recommendation:

RECEIVE the Draft 2024 Unmet Transit Needs Report.

Summary:

Each year, the Council of San Benito County Governments (SBCOG) is responsible for conducting the Unmet Transit Needs process to solicit input from the community on their transit needs that are not currently being met with existing services. The comments received from the public are reviewed in accordance with SBCOG adopted criteria (Attachment 1). The draft summary of public comments received, and agency responses is enclosed for the SBCOG Board of Directors' input (Attachment 2).

Background/ Discussion:

In its role as the Transportation Development Act (TDA) fund administrator, SBCOG is responsible for conducting the annual Unmet Transit Needs process. Unmet Transit Needs are defined as:

"Expressed or identified needs of a significant segment of the community for public transportation services to meet basic mobility needs which are not currently being met through existing transit services or other means of transportation."

Presuming that an unmet transit need is identified, a further determination is conducted to establish whether that need is "Reasonable to Meet" in accordance with SBCOG adopted criteria (Attachment 1). If an Unmet Transit Need is found "Reasonable to Meet," then SBCOG is responsible for ensuring those needs are given priority when TDA funds are expended.

The Unmet Transit Need process consists of the following three key steps:

1. **Solicit testimony from the public on the Unmet Transit Needs of the community.**

During the months of February and March 2024 staff completed a solicitation of public feedback, consisting of comment cards, online surveys, and a public hearing. The outreach process resulted in a total of 44 public comments.

2. Analyze the Unmet Transit Needs expressed by the public, in accordance with SBCOG adopted definition of an Unmet Transit Need and Reasonable to Meet criterion.

Staff analyzed the Unmet Transit Needs expressed by the public with SBCOG’s Social Services Transportation Advisory Council¹ at their March meeting.

3. Adopt findings regarding Unmet Transit Needs, found Reasonable to Meet, which may exist for implementation by the Local Transportation Authority in the 2024/2025 Fiscal Year.

The SBCOG Board of Directors adopts all Unmet Transit Needs, found Reasonable to Meet for implementation in the upcoming fiscal year.

SBCOG staff identified thirteen Unmet Transit Needs, Found Reasonable to Meet for implementation in the upcoming fiscal year, upon Board approval of the final Unmet Transit needs report in June 2024. The thirteen Unmet Transit Needs, Found Reasonable to Meet include the following:

Request		SBCOG Response
1.	Red line put back into service going to new Amazon buildings.	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
2.	Hollister to San Jose	During the outreach process for the Short Range Transit Plan, LTA did not receive community requests for establishing a permanent, direct services to the Bay Area. SBCOG is actively pursuing funding opportunities to run a pilot program for bus service from Hollister to San Jose. If funded, this pilot program could help gauge feasibility and broader community demand for a more permanent service.
3.	Service at the warming shelter, provide a service to the individuals living there so they can get to the county resource offices at the job center, grocery store, and a return service	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.

¹ The Social Services Transportation Advisory Council advises the Council of Governments on matters related to its public transportation services and is responsible for representing the concerns of all segments of the community, including the elderly, persons with disabilities, and persons of limited means.

4.	The old RED, BLUE and GREEN Routes! There is no routes to Shopping Centers or even Hospitals or Medical Centers other than spotty Dial - A - Ride service. PLUS! There should be more than one Bus Stop in the growing city of San Juan Bautista!	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
5.	North to south for shopping	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
6.	red line	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
7.	We need Fixed Routes back everyday and Weekends too. People need to get stuff done during week + on weekends	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
8.	Fixed Routes back!	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.

9.	<p>Dail a Ride is not always available when needed. Would like a regular service to get to appointments at the hospital and shopping. South Rd by animal shelter.</p>	<p>The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.</p>
10.	<p>Bringing back the Red line would be helpful. I go to the food pantry weekly and dial a ride is not always available</p>	<p>The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.</p>
11.	<p>Linia roja</p>	<p>The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.</p>

12.	Servicio a las tiendas como la Target	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
13.	Las rutas de antes durante la semana y fines de semana	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.

For those Unmet Transit Needs found “Not Reasonable to Meet,” or not unmet transit needs, the Local Transportation Authority tries to accommodate the request or responds as to the reason the request cannot be accommodated (Attachment 2).

The SBCOG Board of Directors will consider approving the Unmet Transit Needs Report at the June Board meeting. Once approved, the report will then be submitted to the California Department of Transportation, Division of Mass Transportation.

Financial Impact:

There is no financial impact.

Attachments:

1. Adopted Definitions and Procedures for Noticing and Conducting the Annual Unmet Transit Needs Hearing.
2. 2024 Unmet Transit Needs Report for Implementation in FY 2024/2025

ADOPTED DEFINITIONS AND PROCEDURES FOR NOTICING AND CONDUCTING THE ANNUAL UNMET TRANSIT NEEDS HEARING



As required by PUC section 9940 1.5, the Council of San Benito County Governments must adopt formal definitions of "unmet transit need" and "reasonable to meet." The first definition is the primary tool used to evaluate the public testimony received during the initial hearing.

The second definition is used to evaluate the reasonableness of meeting those requests. State law (PUC Section 994015(c)) has been modified to clarify that..."the fact that an identified transit need cannot fully be met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet."

Additionally, the Act specifies that..." An agency's determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need of streets and roads. "

I. The "unmet needs" definition adopted by Council of San Benito County Governments:

"Unmet needs are defined as expressed or identified needs of a significant segment of the community for public transportation services to meet basic mobility needs which are not currently being met through existing transit services or other means of transportation.

Included, at a minimum, are those public transportation or specialized services that are identified in the Regional Transportation Plan, Short Range Transit Plan and/or Transit Development Plan, which have not been implemented or funded."

II. The "unmet needs" threshold criteria adopted by the Council of San Benito County Governments:

The following criteria must be true for the COG to consider a request an "unmet need". If a request **fails** to satisfy any of the criteria below, the request is **not** an unmet need.

1. The request fills a gap in transit service, or is identified as a deficiency in the Regional Transportation Plan.
2. Sufficient *broad-based* community support exists.
3. Request is a *current* rather than *future* need.
4. Request is not operational in nature (i.e. minor route change, bus stop change, etc.)

III. Adopted Definition of "Transit Needs That Are Reasonable To Meet Determination."

In making the reasonableness determination, an analysis will be conducted on existing transit services, available options, likely demand and general costs based on similar services in the area and available studies. Once completed, the following criteria shall be considered.

REASONABLE TO MEET CRITERIA

In making a reasonableness determination, an analysis will be conducted on existing transit services, available options, likely demand and general costs based on similar services in the area and available studies. An Unmet Transit Need would be considered reasonable to meet if the proposed service is in general compliance with the following criteria:

A. EQUITY

The proposed service would:

1. Benefit the general public.
2. Not unreasonably discriminate against nor favor any particular area or segment of the community at the exclusion of any other.
3. Not result in adversely affect existing services in other parts of the transit system that have an equal or higher priority immediately or within the foreseeable future.
4. Require a subsidy per passenger generally equivalent to other parts of the transit system, unless overriding reasons so justify.

B. TIMING

The proposed service would:

1. Be in response to an existing rather than a future need.
2. Be implemented consistent with federal, state, or regional funding approval schedules, if such funds are the most appropriate primary method of funding.

C. COST EFFECTIVENESS

The proposed service would:

1. Not cause the responsible operator or service claimant to incur expenses in excess of the maximum allocated funds.
2. Not set a precedent for other service expansions without a reasonable expectation of available funding.
3. Have available funding on a long-term basis to maintain the service.

D. SYSTEM PERFORMANCE

1. The efficiency of the new, expanded or revised transit service, excluding specialized transportation services, shall be measured on efficiency, such as:
 - Cost per passenger trip,
 - Cost per vehicle service hour,
 - Passenger trips per vehicle service hour,
 - Passenger trips per service mile,
 - On-time performance.
2. The proposed service would have a reasonable expectation of future increase in ridership.

E. OPERATIONAL FEASIBILITY

1. The new, expanded or revised transit service must be safe to operate and there must be adequate roadways and turnouts for transit vehicles.
2. The new service would be provided with the existing vehicle fleet or with vehicles that can be acquired with available funds.
3. The new service would have the available maintenance staff to cover the additional vehicle maintenance hours incurred as a result of the proposed service.

F. COMMUNITY ACCEPTANCE

A significant level of community support exists for the public subsidy of transit services designed to address the unmet transit need. Including but not limited to, community groups, community leaders, and community meetings reflecting support for the unmet transit need.

G. ADA CONFORMITY

The new, expanded or modified service, excluding specialized transportation services, would conform to the requirements of the Americans with Disabilities Act. The COG shall consider the financial impact on the TDA claimant if complementary paratransit services are required as a result of the new, expanded, or modified service.

H. OTHER FACTORS

Other specific, formulated components that COG determines to affect the reasonableness of meeting an unmet transit need.

Unmet Transit Needs Feedback

Public Comment	Translation (when applicable)	Can we contact?	Contact Info	Determination	Reasonable To Meet Criteria	SBCOG Response
Red line put back into service going to new Amazon buildings.		No		Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
Hollister to San Jose		Yes	4103404636	Unmet Transit Need: Reasonable to Meet	Not applicable	During the outreach process for the Short Range Transit Plan, LTA did not receive community requests for establishing a permanent, direct services to the Bay Area. SBCOG is actively pursuing funding opportunities to run a pilot program for bus service from Hollister to San Jose. If funded, this pilot program could help gauge feasibility and broader community demand for a more permanent service.
Service at the warming shelter, provide a service to the individuals living there so they can get to the county resource offices at the job center, grocery store, and a return service		Yes	831-902-7415	Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
The old RED, BLUE and GREEN Routes! There is no routes to Shopping Centers or even Hospitals or Medical Centers other than spotty Dial - A - Ride service. PLUS! There should be more than one Bus Stop in the growing city of San Juan Bautista!		Yes	831-297-0639	Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
North to south for shopping		No		Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
red line		Yes	4084259766	Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
We need Fixed Routes back everyday and Weekends too. People need to get stuff done during week + on weekends		No		Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
Fixed Routes back!		No		Unmet Transit Need: Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
Dail a Ride is not always available when needed. Would like a regular service to get to appointments at the hospital and shopping. South Rd by animal shelter.				Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
Bringing back the Red line would be helpful. I go to the food pantry weekly and dial a ride is not always available		No		Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.
Linia roja	Red line	No	N/A	Unmet Transit Need: Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the S RTP may be implemented dependent on available drivers and funding.

Servicio a las tiendas como la Target	Service to stores like Target			Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
Las rutas de antes durante la semana y fines de semana	Bring back the old fixed routes with service during the week and on weekends	No	N/A	Unmet Transit Need: Reasonable to Meet	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.

Public Comment	Translation (when applicable)	Can we contact?	Contact Info	Determination	Reasonable To Meet Criteria	SBCOG Response
Frequent bus service all day to and from gilroy and monterey bay locations		Yes	8315373303	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan analyzed the feasibility of services to Salinas, Santa Cruz, and Watsonville. The Plan does not identify services to the above-mentioned cities as feasible options for services expansion due to the LTA's available and projected revenue sources. During the outreach process, the LTA did not receive significant community feedback requesting services to Salinas, Santa Cruz, or Watsonville.
More frequent all day service seven days a week to and from Gilroy and the Monterey Bay		Yes	8315373303	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan analyzed the feasibility of services to Salinas, Santa Cruz, and Watsonville. The Plan does not identify services to the above-mentioned cities as feasible options for services expansion due to the LTA's available and projected revenue sources. During the outreach process, the LTA did not receive significant community feedback requesting services to Salinas, Santa Cruz, or Watsonville.
Service to Morgan hill and San Jose.		Yes	4085317650	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	During the outreach process for the Short Range Transit Plan, LTA did not receive community requests for establishing a permanent, direct services to the Bay Area. SBCOG is actively pursuing funding opportunities to run a pilot program for bus service from Hollister to San Jose. If funded, this pilot program could help gauge feasibility and broader community demand for a more permanent service.
Good connection with Bay Area - currently you can take a shuttle to Gilroy (which sometimes take 1.5h to get there) and then a bus since trains are leaving only very early in the morning) making one way trip time equal to 3h+ which is quite insane.		Yes	4086379089	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	During the outreach process for the Short Range Transit Plan, LTA did not receive community requests for establishing a permanent, direct services to the Bay Area. SBCOG is actively pursuing funding opportunities to run a pilot program for bus service from Hollister to San Jose. If funded, this pilot program could help gauge feasibility and broader community demand for a more permanent service.
There's no transportation service after 7pm, other than taxi or Uber		No		Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	Being identified as a longer term improvement to County Express service, extended service hours will not be financially feasible to implement at this time.
Bus that runs all the to Aromas		Yes	8312471606	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness, Community Acceptance	Service to Aromas was explored in the Short Range Transit Plan. During the SRTP outreach process, the concept of extending service to Aromas received little support from both stakeholder groups and public feedback.

<p>My name is Elizabeth Martinez and I am an employee for San Benito High School District - Migrant Education Program. The students in our program have high transportation needs, especially for Day Summer School. Our program provides tokens to our students but having only one fixed route during summer is not enough. Many of our families live outside of the city limits and with the new housing developments throughout Hollister the current route doesn't provide sufficient coverage. Many of our migrant families who work in agriculture during the summer and leave very early in the morning and return late in the evening making it impossible for them to transport their student/s to and from summer school. The school district is unable to provide transportation during the summer. Expanding your County Transit service during summer will provide our migrant students with the opportunity to make up Fs and get back on track to graduate. We need your help to ensure migrant students get the same opportunities as others. Without this service, our migrant students will face yet another challenge. Many already struggle with food insecurities and housing. Our community is growing and this service needs to expand to meet the transit needs now and for the future.</p>		Yes	831-637-5831 Ext. 1702	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
salinas		No		Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan analyzed the feasibility of services to Salinas, Santa Cruz, and Watsonville. The Plan does not identify services to the above-mentioned cities as feasible options for services expansion due to the LTA's available and projected revenue sources. During the outreach process, the LTA did not receive significant community feedback requesting services to Salinas.
more routes to Gilroy or Salinas		No		Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan analyzed the feasibility of services to Salinas, Santa Cruz, and Watsonville. The Plan does not identify services to the above-mentioned cities as feasible options for services expansion due to the LTA's available and projected revenue sources. During the outreach process, the LTA did not receive significant community feedback requesting services to Salinas, Santa Cruz, or Watsonville. Service to Gilroy is currently provided by the Intercounty route.
Santa Cruz, Los Banos		No		Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan analyzed the feasibility of services to Salinas, Santa Cruz, and Watsonville. The Plan does not identify services to the above-mentioned cities as feasible options for services expansion due to the LTA's available and projected revenue sources. During the outreach process, the LTA did not receive significant community feedback requesting services to Santa Cruz or Los Banos.
It would be nice to have evening service available, especially in the summer.		Yes	831-801-8961	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	Being identified as a longer term improvement to County Express service, extended service hours will not be financially feasible to implement at this time.

More bus service on the weekends		Yes	408-512-8501	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	Being identified as a longer term improvement to County Express service, extended service hours will not be financially feasible to implement at this time.
Would want more weekend services to go shopping		Yes	702-275-5906 (possibly 102-275-5906)	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	Being identified as a longer term improvement to County Express service, extended service hours will not be financially feasible to implement at this time.
Transporte a Watsonville	Transportation to Watsonville	No	N/A	Unmet Transit Need: Not Reasonable to Meet	Cost Effectiveness	The Short Range Transit Plan analyzed the feasibility of services to Salinas, Santa Cruz, and Watsonville. The Plan does not identify services to the above-mentioned cities as feasible options for services expansion due to the LTA's available and projected revenue sources. During the outreach process, the LTA did not receive significant community feedback requesting services to Watsonville.

Public Comment	Translation (when applicable)	Can we contact?	Contact Info	Determination	Reasonable To Meet Criteria	SBCOG Response
On Demand		Yes	2095093111	Not an Unmet Transit Need	Not applicable	The On-Demand service was a pilot program that was implemented during COVID similar to Dial-A-Ride services. On-demand was a shared-ride, public transit service within the City of Hollister. Currently, riders have the option to book similar trips through Dial-A-ride services.
Earlier services and a pick up at Gavilan college during week nights between the 7:20 and 9:20 pick up times.		No		Not an Unmet Transit Need	Not applicable	Being an operational request, this is not an unmet transit need. Thank you for your comment.
More availability		No		Not an Unmet Transit Need	Not applicable	Being an operational request, this is not an unmet transit need. Thank you for your comment.
I live out in the county (Lovers Lane) and the bus doesn't want to come pick up my brother who is in a wheelchair. And doesn't always need to go to a medical appointment. Sometimes he wants to go a movie or have lunch somewhere		Yes	831-207-8749, Norma	Not an Unmet Transit Need	Not applicable	A large portion of the residences on Lovers Lane lie outside of the current Dial-a-Ride service area.
It would be nice if the intercounty buses (at least) had wifi+charging station for phones.		No		Not an Unmet Transit Need	Not applicable	Based on our outreach process for our Short Range Transit Plan, we did not receive significant community feedback in support of these amenities.
A second stop in SJB by the library				Not an Unmet Transit Need	Not applicable	Being an operational request, this is not an unmet transit need. Thank you for your comment.
Put more bus stops in new housing areas.		No		Not an Unmet Transit Need	Not applicable	Being an operational request, this is not an unmet transit need. Thank you for your comment.
Get southside school to put in a bus stop on outside of school to help kids get to school.		No		Not an Unmet Transit Need	Not applicable	Being an operational request, this is not an unmet transit need. Thank you for your comment.
More DAR trips to San Juan Bautista		No		Not an Unmet Transit Need	Not applicable	Being an operational request, this is not an unmet transit need. Thank you for your comment.
Weekend bus to Gilroy outlets		No		Not an Unmet Transit Need	Not applicable	Weekend service is currently provided to the Gilroy Transit Center by our Intercounty route. During the outreach process for our Short Range Transit Plan, the LTA did not receive community requests for direct service to the Gilroy Outlets.
Please add a bus stop pick up/drop off to Gilroy in the area of Union Rd-Southside Bennett Ranch Thank you				Not an Unmet Transit Need	Not applicable	Being an operational request, this is not an unmet transit need. Thank you for your comment.
Speaking for myself, I road thebus for 10 years to get back and forth to Caltrain in Gilroy. I would recommended adding more trips so we're not sitting and waiting time trying to get home or to the train. Other than that, its great...				Not an Unmet Transit Need	Not applicable	In recent years, the LTA has added a significant amount of additional trips to the Intercounty service. Current frequency is near double compared to our pre-COVID service.
Planners Samuel and Douglas spoke with a woman at the 4th and San Benito NB bus stop. She expressed that the stops need more thorough cleaning. She also expressed safety concerns about the stairs to get on the bus, mainly that they are too narrow and that the railings do not feel secure to hold onto.				Not an Unmet Transit Need	Not applicable	LTA will follow up with our operator on cleaning the stop in question.

Directo asia gavilán college de ida y vuelta	Direct service to Gavilan College roundtrip	No	N/A	Not an Unmet Transit Need	Not applicable	Intercounty service currently transports passengers to Gavilan. Direct service that bypasses other stops along the way was not given significant community support during our Short Range Transit Plan outreach process.
Nada todo bien satisfecho	No, it is great	Yes	831-265-1971 "	Not an Unmet Transit Need	Not applicable	Thank you for your comment!
Servicio a los mercados y farmacia es dificil de llegar de la miller puerta a puerta no puede todo el tiempo	Dial-a-ride services to markets and the pharmacy are often difficult to get from Miller Street	No	N/A	Not an Unmet Transit Need	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding.
Mas rutas fijas con bancos. Jovenes mas operadores	More fixed route service with benches. Jovenes needs more operators			Not an Unmet Transit Need	Not applicable	The Short Range Transit Plan identifies the restoration of the Hollister Fixed Route service. Future services outlined in the SRTP may be implemented dependent on available drivers and funding. With the second part of the comment being operational in nature, it does not meet the criteria to be considered an unmet transit need.



STAFF REPORT

Information

Prepared By: Binu Abraham, Executive Director

Subject: State Route 25 Strategic Plan Framework

Agenda Item No. 13

Approved By: Binu Abraham, Executive Director

Meeting Date: May 16, 2024

Recommendation:

RECEIVE update on State Route 25 Strategic Plan Framework.

Summary:

SBCOG staff in partnership with Caltrans is developing a strategic plan for the next phase of State Route 25 expressway conversion project. The proposed framework outlines the key objectives, strategies, and implementation steps necessary to ensure the efficient and successful development of SR25 in alignment with both State's and San Benito County's broader transportation goals.

Background/ Discussion:

State Route 25 (SR25) is a vital transportation artery for San Benito County. It is currently a two-lane rural highway, serving as a lifeline for the San Benito community, connecting residents to jobs, educational institutions, and healthcare services in neighboring Santa Clara County. Travelers on this route experience regular congestion, unreliable travel times, and unsafe conditions on a roadway that sees far more traffic than it was ever designed for. The State Route 25 Expressway Conversion Project will address the safety concerns and accommodate existing and future travel demands.

The framework provides a structured and comprehensive approach to address the transportation challenges and opportunities associated with the completion of the SR 25 Expressway Conversion Project. The proposed framework for the Strategic Plan for SR25 is structured around the following key components.

- Define the purpose: SBCOG Board adopted the Purpose and Need statement for this project during the March 2024 Board meeting. This document will be used as a guiding document for the development of the strategic plan.
- Conduct a situation analysis: Staff and Caltrans will evaluate internal strengths and weaknesses, as well as external opportunities and threats based on SWOT (Strength, Weakness, Opportunities and Threat) and PESTLE (Political, Economical, Social, Technological, Legal, Environmental) analysis.

- Set objectives and goals: SBCOG Board adopted the Purpose and Need for this project in March 2024. Based on the Purpose and Need statement, staff will define key milestones for the overall project.
- Develop strategies: Develop actionable strategies and implementation plans to achieve the defined goals and objectives. This plan will also establish measurable performance metrics to track progress and ensure accountability and continuous improvement. The four areas of focus will be
 1. Project Management
 2. Project Development Plan
 3. Public and Stakeholder Engagement and Communication Plan
 4. Funding
- Create action plans: Breakdown strategies in short term, mid term and long-term actionable steps for implementation.
- Review and update regularly: This planning process is an iterative process and staff will continuously monitor and reflect changes in both internal and external environments.

Adopting a strategic plan will help us to better align with community and state goals and establish continuous communication and build trust with the community and stakeholders. This plan will also help us to prepare a timeline for the completion of SR25 and avoid slippages and better position us for future funding opportunities. Additionally, by providing a clear roadmap, this plan will aid in regional coordination efforts. This will reinforce stronger connections to SR 25, as other organizations and agencies will consider the project in their future planning process as part of their own economic development priorities and sustainable communities.

Next steps:

- Formulation of detailed action plans and timelines.
- Initiation of stakeholder engagement and outreach plans.
- Develop project development plan and project schedule.
- Establish performance monitoring measures.
- Establish funding strategies.

Alternatives:

There are no alternatives to discuss as this is an informational report.

Financial Impact:

None



PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE MAY 16, 2024, COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

Agenda Item: 14

CONSTRUCTION PROJECTS

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1. 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.

PROJECTS IN DEVELOPMENT

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
2. 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	Caltrans is actively collaborating with the City's design team on inquiries regarding adjacent/affected property owners. The City's design team is preparing documents based on Caltrans DEER review.
3. 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	One workshop is completed and another is being proposed for Caltrans and SBCOG to determine the range of project alternative needed to align this project with SB743 VMT guidelines.



PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE MAY 16, 2024, COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

PROJECTS IN DEVELOPMENT (CONTINUED)

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments
4. Rocks Road US 101 Wildlife Connectivity Project (1Q260)	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	PID document approved. PAED to begin Spring of 2024. 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
SB1	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





CALTRANS DISTRICT 5 CONSTRUCTION PROJECTS REPORT 2024

1. Highway 156 Improvement Project
2. SR 156/Alameda EB Right-Turn Channelization
3. Highway 25 Expressway Conversion, Segment 1
4. Rocks Road US 101 Wildlife Connectivity Project



**San Benito
County Projects**

 San Benito County Projects

 State Highway

4/2/2024

